

## 2024 Series Resolution

### RESOLUTION NO. AIRPORT REVENUE BONDS, SERIES 2024 (AMT)

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 00-03-04 OF LEE COUNTY, FLORIDA, ADOPTED ON MARCH 13, 2000, AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS; PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$600,000,000 AIRPORT REVENUE BONDS, SERIES 2024 (AMT) TO FINANCE THE COSTS OF SUCH CAPITAL IMPROVEMENTS; PROVIDING FOR THE PAYMENT OF THE BONDS FROM THE NET REVENUES OF THE AIRPORT, INCLUDING CERTAIN PASSENGER FACILITY CHARGES; PROVIDING FOR THE NEGOTIATED SALE OF SUCH BONDS; AUTHORIZING THE CHAIRMAN OF THE BOARD TO DETERMINE DATE OF SALE, DETAILS OF THE BONDS AND EXECUTE SALE DOCUMENTS; PROVIDING FOR THE CONDITIONS OF SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE AND DELIVERY OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PRELIMINARY OFFICIAL STATEMENT, A FINAL OFFICIAL STATEMENT, A BOND PURCHASE CONTRACT AND A CONTINUING DISCLOSURE CERTIFICATE, ALL IN CONNECTION WITH THE MARKETING AND SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND THE TAKING OF ALL OTHER NECESSARY ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, as follows:

#### ARTICLE I

##### AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 125, Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board on August 26, 1992, as amended and supplemented from time to time and amended and restated pursuant to Resolution No. 00-02-45 adopted by the Board on February 16, 2000, as amended and restated pursuant to Resolution No. 00-03-04, adopted by the Board on March 13, 2000 and as further amended and restated by a resolution adopted by the Board on September 5, 2024 (collectively, the "Master Resolution").

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, the capitalized terms used in this resolution shall have the meanings specified in this Section.

Capitalized terms not otherwise defined in this Section shall have the meanings specified in the Master Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"2024 Pledged PFCs" means the Passenger Facility Charges received by the County pursuant to PFC Application #24-11-C-00-RSW and which may be utilized to pay debt service on the Series 2024 Bonds pursuant to the PFC Act, PFC Regulations and applicable PFC Approvals.

"Bond Purchase Contract" means the Bond Purchase Agreement between the County and the Underwriter presented simultaneously with the consideration of this resolution and setting forth the conditions upon which the Series 2024 Bonds will be sold by the County and purchased by the Underwriter and the details of the Series 2024 Bonds, in substantially the form attached hereto as Exhibit C, with the advice of the County Attorney and Bond Counsel, and acknowledged by the Authority.

"Bond Resolution" means, collectively, the Master Resolution, this resolution and all resolutions amendatory hereof or supplemental hereto.

"Conditional Redemption" means a redemption with respect to which a notice of redemption has been given to holders of refunded Series 2024 Bonds and in which notice it is stated, among other things, that the redemption is conditional upon a deposit of funds and/or certain other conditions as may be provided therein.

"Chairman" means, the Chairman or Chairwoman of the Board of County Commissioners of the County, or in the absence of the Chairman or Chairwoman, the Vice Chairman or other designee.

"Outstanding Parity Bonds" means the County's outstanding (i) Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (the "Series 2015 Bonds"), (ii) Airport Revenue Refunding Bonds, Series 2021A (AMT), and (iii) Airport Revenue Bonds, Series 2021B (AMT).

"PFC 2024 Pledged Bonds" means the Series 2024 Bonds for which the 2024 Pledged PFCs have been pledged pursuant to Section 3.02(E) hereof.

"Series 2024 Bonds" means the Airport Revenue Bonds, Series 2024 (AMT), authorized to be issued herein.

"Series 2024 Project" means capital improvements to the Airport as described in Exhibit B attached hereto.

"Series 2024 Subaccounts" means the separate accounts established and maintained pursuant to the provisions of this resolution for the benefit of the Registered Owners of the Series 2024 Bonds.

"Underwriter" means, collectively, BofA Securities, Inc., J.P. Morgan Securities LLC and Raymond James & Associates, Inc., as the underwriters for the Series 2024 Bonds.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. It is necessary and in the best interests of the health, safety, and welfare of the County and its inhabitants that the County finance the Costs of the Series 2024 Project. The County is authorized pursuant to the provisions of the Act and the Bond Resolution to acquire and construct the Series 2024 Project.

B. The County is without adequate, currently available funds to pay the Costs of the Series 2024 Project, and it is necessary and desirable and in the best interests of the County that it borrow the moneys necessary to accomplish the financing of the Series 2024 Project. The County is authorized pursuant to the provisions of the Act to borrow moneys necessary to pay the Costs of the Series 2024 Project.

C. The County anticipates receiving the Pledged Funds, and the Pledged Funds are not pledged or encumbered to pay any other debts or obligations of the County on a senior basis except the County's Outstanding Parity Bonds, which pledge of and lien on will be on a parity with the Outstanding Parity Bonds.

D. The Pledged Funds are estimated to be sufficient to pay the Bond Service Requirement on the Series 2024 Bonds and the Outstanding Parity Bonds and to make all other payments required to be made by the provisions of the Bond Resolution.

E. The principal of and interest on the Series 2024 Bonds, and all required payments into the Series 2024 Subaccounts, shall be payable from and secured solely by a pledge of and lien on the Pledged Funds. Neither the County, the Authority nor the State of Florida or any political subdivision thereof or governmental authority or body therein, shall ever be required to levy ad valorem taxes to pay the principal of and interest on the Series 2024 Bonds or to make any of the required payments into the Series 2024 Subaccounts, and the Series 2024 Bonds shall not be secured by a lien upon any property owned by or situated within the corporate limits of the County other than the Pledged Funds in the manner provided herein.

F. Section 5.12 of the Master Resolution provides for the issuance of Additional Parity Bonds under the terms, limitations and conditions provided therein. Prior to the issuance of the Series 2024 Bonds, the County shall demonstrate compliance with the provisions of Section 5.12 of the Master Resolution. Upon the issuance of the Series 2024

Bonds, the Series 2024 Bonds and the Outstanding Parity Bonds shall be on a parity and rank equally as to lien on and source and security for payment from the Pledged Funds.

G. In order to enable the Underwriter for the Series 2024 Bonds to comply with Rule 15c2-1 2 under the Securities Exchange Act of 1934, as amended (the "Rule"), in connection with the offering and sale of the Series 2024 Bonds, it is necessary that the County's Preliminary Official Statement with respect to the Series 2024 Bonds be "deemed final" (except for permitted omissions). The Board hereby delegates to the Chairman the authority to certify the Preliminary Official Statement as "deemed final" under the Rule, and to execute and deliver the final Official Statement.

H. The County may solicit one or more proposals for a Credit Facility in connection with the issuance of the Series 2024 Bonds and, depending upon market conditions at the time of sale of the Series 2024 Bonds, it may be in the best interests of the County to purchase a policy of municipal bond insurance in order to reduce the aggregate debt service requirements with respect to the Series 2024 Bonds.

I. The County expects to receive from certain nationally recognized rating agencies, prior to issuance of the Series 2024 Bonds, bond ratings.

J. A negotiated sale of the Series 2024 Bonds is in the best interests of the County and is found to be necessary because the volatility and sensitivity of interest rates has increased the risk of sale upon advertisement, and it is more likely that the County will achieve better market timing and therefore, a lower interest rate by sale through negotiation.

K. In order to enable the timely sale and award of the Series 2024 Bonds the County hereby determines that it is in the best interests of the County to authorize the Chairman to execute the Bond Purchase Contract for the sale of the Series 2024 Bonds on behalf of the County, and deliver it to the Underwriter, subject to certain conditions set forth herein.

L. It is necessary and desirable to establish the book-entry registration system provisions for the Series 2024 Bonds; to designate the Bond Registrar and Paying Agent for the Series 2024 Bonds, and to authorize the taking of all other actions in connection with the issuance and delivery of the Series 2024 Bonds.

SECTION 1.04 RESOLUTION AND MASTER RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2024 Bonds authorized to be issued hereunder by those who shall be the Registered Owners of the same from time to time, this resolution and the Master Resolution shall be deemed to be and shall constitute a contract between the County and such Registered Owners. The covenants and agreements in the Master Resolution and herein set forth to be performed by the County shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2024 Bonds, all of which shall be of equal rank and without preference,

priority or distinction of any of the Series 2024 Bonds over any other thereof, except as expressly provided therein and herein.

## ARTICLE II

### AUTHORIZATION OF SERIES 2024 PROJECT; AUTHORIZATION OF ISSUANCE OF SERIES 2024 BONDS; DESCRIPTION, DETAILS AND FORM OF SERIES 2024 BONDS

SECTION 2.01 AUTHORIZATION OF SERIES 2024 PROJECT. The Board hereby specifically authorizes the Series 2024 Project. The Board hereby specifically ratifies and affirms all actions previously taken in furtherance of the Series 2024 Project.

SECTION 2.02 AUTHORIZATION AND SALE OF SERIES 2024 BONDS. Subject and pursuant to the provisions of this resolution and the Master Resolution, obligations of the County, to be known as "Airport Revenue Bonds, Series 2024 (AMT)" are hereby authorized to be issued in one or more series in the aggregate principal amount of not exceeding \$600,000,000 for the principal purpose of financing the Costs of the Series 2024 Project, and are hereby authorized to be awarded and sold to the Underwriter, pursuant to the conditions stated herein.

SECTION 2.03 DESCRIPTION OF SERIES 2024 BONDS; AUTHORITY TO DETERMINE DETAILS OF BONDS AND TO EXECUTE BOND PURCHASE CONTRACT; CONDITIONS TO EXERCISE OF AUTHORITY. The Series 2024 Bonds shall be numbered; shall be in such denominations or maturity amounts; shall be in fully-registered form, payable to "Cede & Co.", as nominee for The Depository Trust Company, New York, New York; shall be issued in book-entry only form; shall be dated; shall bear interest at not exceeding the maximum rate allowed by law payable on such dates; shall mature on such date or dates, in such years, and such amounts; shall be issued as Current Interest Paying Bonds, Serial Bonds, Term Bonds, or any combination thereof; shall be issued in such number of series or installments, all as shall be determined by the Chairman, upon advice of the Authority's Financial Advisor, conditioned upon the parameters set forth herein.

Subject to the conditions hereinafter set forth, the Chairman is hereby authorized and empowered to determine for the Series 2024 Bonds, the Credit Facility Issuer (if any), the date of sale, principal amount, maturity dates, interest rates, dated date, redemption provisions, series designation, and other details of the Series 2024 Bonds, and to execute the Bond Purchase Contract on behalf of the County and to deliver an executed copy thereof to the Underwriter and the Authority. This delegation of authority is expressly made subject to the conditions described herein. The Bond Purchase Contract, in substantially the form attached hereto as Exhibit C, shall be executed on behalf of the County by the Chairman, with such amendments and omissions as the Chairman, upon the advice of the Authority's Financial Advisor and Bond Counsel, deems reasonable and customary for purchase contracts. The execution of the Bond Purchase Contract by the

Chairman shall be conclusive evidence of the approval of such amendments and omissions. The conditions to exercise the authority to execute the Bond Purchase Contract are:

A. The aggregate principal amount of the Series 2024 Bonds to be sold shall not exceed \$600,000,000.

B. The Underwriter's discount (including management fee and expenses) shall not exceed 1.00% of the par amount of the Series 2024 Bonds.

C. The Series 2024 Bonds shall have a final maturity date that is not later than October 1, 2059.

D. The County and the Authority shall have received a disclosure statement from the Underwriter, setting forth the information required by Section 218.385, Florida Statutes.

E. The true interest cost of the Series 2024 Bonds shall not exceed 6.50% per annum.

F. The Series 2024 Bonds shall be callable for redemption prior to maturity by the County not later than October 1, 2034 and at a redemption price not higher than 100% of the principal amount to be redeemed plus accrued interest to the redemption date; provided the Chairman may determine that all or a portion of certain maturities of the Series 2024 Bonds maturing after October 1, 2034 may be non-callable upon advice of the Authority's Financial Advisor that it would be financially beneficial for the County to do so.

G. The Underwriter shall make a good faith deposit as provided in the Bond Purchase Contract.

If it shall be demonstrated to the satisfaction of the Chairman, with the advice of the Authority's Financial Advisor, that the estimated present value of the interest savings to be achieved due to the purchase of bond insurance from Assured Guaranty Inc. ("Assured Guaranty") is greater than the premium for purchase of such insurance, the Chairman is authorized to determine to purchase such bond insurance. If so determined, the Chairman is further authorized to select the municipal bond insurance from Assured Guaranty. Any additional covenants or modifications to the covenants in the Bond Resolution may be set forth in an Insurance Agreement as provided in Sections 3.05 and 3.06 hereof. The execution and delivery of an Insurance Agreement by the Chairman and Clerk is hereby authorized if the purchase of municipal bond insurance is determined beneficial by the Chairman.

Upon satisfaction of all of the requirements set forth above in this Section 2.03, the Chairman is authorized to execute and deliver the Bond Purchase Contract containing terms that comply with the provisions of this Section 2.03, and the Series 2024 Bonds shall

be sold to the Underwriter pursuant to the provisions of such Bond Purchase Contract. The Chairman may rely upon the advice of the Authority's Financial Advisor as to the satisfaction of the aforementioned conditions. Upon execution of the Bond Purchase Contract, no further action shall be required on the part of the County or the Authority under this resolution to effect the sale of the Series 2024 Bonds to the Underwriter.

If the Chairman determines, based upon the advice of the Authority's Financial Advisor, that the sale of the Series 2024 Bonds in multiple series, subseries or installments would be beneficial to the County, then the foregoing provisions with regard to the award and sale of the Series 2024 Bonds shall apply to each series, subseries or installment separately, provided that the aggregate principal amount of all series and subseries shall not exceed \$600,000,000. Separate Bond Purchase Contracts and other documents authorized herein may be entered into for each series and subseries of Series 2024 Bonds. If more than one series or subseries of Series 2024 Bonds shall be issued, then references to "Series 2024 Bonds" herein shall be deemed to be references to each series and subseries of Series 2024 Bonds, individually and/or collectively, as the context requires.

**SECTION 2.04 BOOK-ENTRY SYSTEM OF REGISTRATION.** The Series 2024 Bonds shall be issued in book-entry only form pursuant to the County's Blanket Letter of Representations dated October 1, 2019, with The Depository Trust Company ("DTC") (the "Letter of Representation"). The Series 2024 Bonds shall be registered to Cede & Co. ("Cede"), as nominee for DTC, and immobilized in the custody of DTC.

All payments for the principal of, and interest and redemption premiums, if any, on, the Series 2024 Bonds shall be paid by check, draft or wire transfer by the Paying Agent to Cede, without prior presentation or surrender of any Series 2024 Bonds (except for final payment thereof); and such payment to Cede shall constitute payment thereof pursuant to, and for all purposes, of the Master Resolution.

To the extent permitted by the provisions of the Letter of Representations and compliance with any applicable DTC rules and procedures, the County shall issue Series 2024 Bonds directly to beneficial owners of the Series 2024 Bonds other than DTC, or its nominee, in the event that:

(a) DTC determines not to continue to act as securities depository for the Series 2024 Bonds; or

(b) the County has advised DTC of its determination that DTC is incapable of discharging its duties; or

(c) the County determines that it is in the best interests of the County not to continue the book-entry system or that the interests of the beneficial owners of the Series 2024 Bonds might be adversely affected if the book-entry system is continued.

Upon occurrence of the events described in (a) or (b) above, the County shall attempt to locate another qualified securities depository, and shall notify beneficial owners of the Series 2024 Bonds through DTC if successful. If the County fails to locate another qualified securities depository to replace DTC, the County shall cause the Bond Registrar to authenticate and deliver replacement Series 2024 Bonds in certificated form to the beneficial owners of the Series 2024 Bonds.

In the event the County makes the determination noted in (c) above (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination), or if the County fails to locate another qualified securities depository to replace DTC upon occurrence of the events described in (a) or (b) above, the County shall mail a notice to DTC for distribution to the beneficial owners of the Series 2024 Bonds stating that DTC will no longer serve as securities depository, the procedures for obtaining such Series 2024 Bonds in certificated form and the provisions which govern the Series 2024 Bonds including, but not limited to, provisions regarding authorized denominations, provisions for transfer and exchange, provisions for principal and interest payments, and provisions as to other related matters.

**SECTION 2.05 FORM OF SERIES 2024 BONDS.** The text of the Series 2024 Bonds shall be in substantially the form of Exhibit A attached hereto, with such omissions, insertions, and variations as may be necessary and desirable, and as may be authorized or permitted by this resolution or by subsequent resolution or resolutions adopted prior to the issuance thereof, and as may be necessary to reflect the characteristics of any particular Series 2024 Bonds.

**SECTION 2.06 CONDITIONAL REDEMPTION.** Notwithstanding any provision in the Master Resolution to the contrary, any optional redemption of the Series 2024 Bonds may be a Conditional Redemption and in such case, the notice of redemption shall state that the redemption is conditioned upon the conditions set forth therein, and such notice and optional redemption shall be of no effect (i) if by no later than the scheduled redemption date, the conditions set forth therein have not been satisfied, or (ii) the County rescinds such notice on or prior to the scheduled redemption date. If a redemption is a Conditional Redemption, such redemption shall be conditioned upon receipt by the Paying Agent for the Series 2024 Bonds or the escrow agent named by the County of sufficient moneys to redeem the Series 2024 Bonds and any redemption premium and the satisfaction of such other conditions set forth in the notice of redemption. A Conditional Redemption shall be deemed canceled once the County has given notice of rescission. The County shall give notice of rescission of a Conditional Redemption by the same means as is provided for the giving of notice of redemption. Any Series 2024 Bond subject to a Conditional Redemption which has been canceled shall remain Outstanding, and neither the rescission nor the failure of funds being made available in part or in whole on or before the proposed redemption date shall constitute an Event of Default.

## ARTICLE III

### APPLICATION OF PROVISIONS OF MASTER RESOLUTION

**SECTION 3.01 APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION.** The Series 2024 Bonds shall for all purposes be considered to be Bonds issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for Bonds. The covenants and pledges contained in the Master Resolution shall be applicable to the Series 2024 Bonds herein authorized.

**SECTION 3.02 SECURITY FOR SERIES 2024 BONDS. (A) PLEDGE AND LIEN.** The Series 2024 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds on a parity with the Outstanding Parity Bonds. The Series 2024 Bonds shall not be or constitute general obligations or an indebtedness of the County as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Pledged Funds as provided herein and in the Master Resolution. No Registered Owner of any Series 2024 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form of property therein to pay the Bond Service Requirement on the Series 2024 Bonds. The Series 2024 Bonds shall not constitute a lien upon the Series 2024 Project or any property of or in the County or the Authority except the Pledged Funds in the manner provided herein and in the Master Resolution.

**(B) SERIES SUBACCOUNTS.** There are hereby created and established in the Funds and Accounts created and established pursuant to Section 5.02(a) of the Master Resolution the following Series Subaccounts, hereinbefore defined as the "Series 2024 Subaccounts": in the Sinking Fund, the "Series 2024 Bonds Subaccount," which includes (a) the "Series 2024 Bonds Principal Subaccount," (b) the "Series 2024 Bonds Interest Subaccount," and (c) the "Series 2024 Bonds Redemption Account."

**(C) USE OF PLEDGED FUNDS.** All Pledged Funds and Investment Earnings thereon shall be applied and deposited in the manner provided in Section 5.02 of the Master Resolution. Moneys and Authorized Investments on deposit at any time in the Series 2024 Subaccounts may be used and applied only in the manner provided in Section 5.02 of the Master Resolution. Moneys on deposit in the Series 2024 Subaccounts may be invested and reinvested only in Authorized Investments in the manner provided in Section 5.02(d) of the Master Resolution.

**(D) INCREMENTAL RESERVE REQUIREMENT.** The incremental Reserve Requirement for the Series 2024 Bonds will be funded from proceeds of the Series 2024 Bonds and other available moneys. Unless otherwise provided in Section 3.07 hereof, the Series 2024 Bonds will be secured by the Reserve Account created under the Master Resolution to the same extent as the Outstanding Parity Bonds. A Credit Facility may be purchased to satisfy all or a portion of the incremental Reserve Requirement.

(E) **PASSENGER FACILITY CHARGES.** Pursuant to Section 3.02 of the Bond Resolution, the County hereby pledges the 2024 Pledged PFCs as additional security for the PFC 2024 Pledged Bonds. The pledge of the 2024 Pledged PFCs may subsequently be released and extinguished as provided in the Bond Resolution. In addition, the pledge of the 2024 Pledged PFCs may include future Bonds issued by the County in accordance with the terms of the Bond Resolution.

**SECTION 3.03 REMEDIES.** Any Registered Owner of, or any Credit Facility Issuer for, Series 2024 Bonds shall have available the remedies specified in the Master Resolution.

**SECTION 3.04 FEDERAL INCOME TAXATION COVENANTS.** The County covenants with the Holders of the Series 2024 Bonds that it shall not use the proceeds of such Series 2024 Bonds in any manner which would cause the interest on such Series 2024 Bonds to be or become included in gross income for purposes of federal taxation income.

The County covenants with the Holders of the Series 2024 Bonds that neither the County nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series 2024 Bonds to be "arbitrage bonds" within the meaning of the Code and neither the County nor any other Person shall do any act or fail to do any act which would cause the interest on any Series 2024 Bonds to become subject to inclusion within gross income for purposes of federal income taxation.

The County hereby covenants with the Holder of each Series 2024 Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on such Series 2024 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.

**SECTION 3.05 MUNICIPAL BOND INSURANCE.** Subject in all respects to the satisfaction of the conditions set forth in Section 2.03 hereof, if the Chairman determines, upon the advice of the County's Financial Advisor, that all or any portion of the Series 2024 Bonds will be insured by a municipal bond insurance policy, the County hereby authorizes the payment of principal of and interest on the Series 2024 Bonds to be insured (the "Insured Series 2024 Bonds") pursuant to the municipal bond insurance policy (the "Series 2024 Bond Insurance Policy") to be issued by Assured Guaranty. For purposes of the Resolution, Assured Guaranty shall constitute the "Credit Facility Issuer" of the Series 2024 Bonds and the Series 2024 Bond Insurance Policy shall constitute a "Credit Facility." The Chairman is hereby authorized to execute such documents and instruments necessary to cause Assured Guaranty to insure the Insured Series 2024 Bonds.

**SECTION 3.06 PROVISIONS RELATING TO SERIES 2024 BOND INSURANCE POLICY.** If the Chairman determines that all or any portion of the Series 2024 Bonds will be insured by the Series 2024 Bond Insurance Policy, payment for the premium for such insurance is hereby authorized from proceeds of the Series 2024 Bonds and the provisions of this Section 3.06 and Exhibit F hereto shall apply with respect to the Series 2024 Bonds that are insured. Exhibit F hereto contain certain provisions relating to the standard municipal bond insurance policy of Assured Guaranty. If the Chairman determines that none of the Series 2024 Bonds are to be insured and the Series 2024 Bond Insurance Policy is not issued in connection with the Series 2024 Bonds, the provisions of this Section 3.06 and Exhibit F hereto will be deemed null and void and will be of no force or effect.

Subject in all respects to the satisfaction of the conditions set forth in Section 2.03 hereof, so long as the Series 2024 Bond Insurance Policy issued by Assured Guaranty is in full force and effect and the Credit Facility Issuer has not defaulted in its payment obligations under the Series 2024 Bond Insurance Policy, the County agrees to comply with the provisions contained in Exhibit F hereto, notwithstanding anything in this Resolution to the contrary. Upon advice of Bond Counsel, the Chairman is authorized to enter into an Insurance Agreement with Assured Guaranty to modify some or all of the provisions provided in Exhibit F in order that such provisions conform to the written commitment provided by Assured Guaranty.

**SECTION 3.07 RESERVE ACCOUNT.** The Series 2024 Bonds shall be secured by the Reserve Account, including any Credit Facility on deposit therein. The County, upon advice of the Financial Advisor, may establish a separate subaccount in the Reserve Account with its own reserve requirement and obtain a Credit Facility to secure the Series 2024 Bonds. The Chairman and Clerk are hereby authorized to execute all documentation relating to any Credit Facility upon advice thereof by Bond Counsel. Such documentation shall include an agreement with Assured Guaranty in the form provided in Exhibit G attached hereto, respectively, with such changes as approved by the Chairman and Clerk upon advice by Bond Counsel in order that the provisions of such agreement conform to the written commitment provided by Assured Guaranty.

## ARTICLE IV

### PROJECT ACCOUNT

SECTION 4.01 PROJECT ACCOUNT. There is hereby created and established in the Project Fund created pursuant to Section 4.02 of the Master Resolution an account to be known as the "Series 2024 Project Account and a 2024 Cost of Issuance Account therein.

## ARTICLE V

### APPLICATION OF PROCEEDS

SECTION 5.01 APPLICATION OF PROCEEDS OF THE SERIES 2024 BONDS. Notwithstanding the provisions of Section 4.01 of the Bond Resolution, the proceeds, including any accrued interest and premium, if any, received from the sale of any or all of the Series 2024 Bonds shall be applied by the County in the following manner and order of priority, simultaneously with their delivery to the Underwriter as follows:

A. To the extent not otherwise paid, the County shall pay the premium for a municipal bond insurance policy and/or Credit Facility for the Reserve Account, if obtained.

B. The amount necessary to cause the amount in the Reserve Account to equal the Reserve Requirement shall be deposited in the Reserve Account.

C. Any remaining amounts shall be deposited into the Series 2024 Project Account, and the 2024 Costs of Issuance Account in such amounts as shall be approved by the Chairman upon advice of the Financial Advisor.

Moneys in the Series 2024 Project Account shall be used to pay the Costs of the Series 2024 Project. Moneys in the 2024 Costs of Issuance Account shall be used to pay costs and expenses in connection with the preparation, issuance and sale of the Series 2024 Bonds.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

SECTION 6.01 SALE OF THE SERIES 2024 BONDS. The Series 2024 Bonds shall be issued and sold at negotiated sale at such price or prices consistent with the provisions of the Act, the laws of the State, and the requirements of this resolution and the Master Resolution.

SECTION 6.02 CONTINUING DISCLOSURE. The County will execute and deliver a Continuing Disclosure Certificate satisfying the requirements of the Rule at or prior to the time of sale of the Series 2024 Bonds in substantially the form attached hereto as Exhibit D. The Chairman is authorized to execute the Continuing Disclosure Certificate.

SECTION 6.03 BOND REGISTRAR AND PAYING AGENT AND AGREEMENT THEREFOR. U.S. Bank Trust Company, National Association (the "Bank"), is hereby designated Bond Registrar and Paying Agent for the Series 2024 Bonds, and shall perform such duties as are more fully described in the Bond Resolution, the Series 2024 Bonds, a paying agent and registrar agreement between the County and such Bank in substantially the form acceptable to the County Attorney and Bond Counsel which shall reflect the duties described in the Bond Resolution for the Paying Agent and Bond Registrar. The Chairman and Clerk to the Board are hereby authorized to execute such paying agent and registrar agreement.

SECTION 6.04 DELEGATION OF AUTHORITY TO DEEM PRELIMINARY OFFICIAL STATEMENT FINAL; APPROVAL OF FINAL OFFICIAL STATEMENT. The Chairman, in consultation with and upon the advice of the County's Disclosure Counsel and County Attorney, is authorized to proceed to draft and develop, or cause to be drafted and developed, all documents necessary to facilitate and proceed with the offering for sale of the Series 2024 Bonds, including a Preliminary Official Statement, the form of which is attached hereto as Exhibit E.

No Preliminary Official Statement shall be distributed on behalf of the County to prospective purchasers of the Series 2024 Bonds unless it is "deemed final" (except for permitted omissions) in accordance with the Rule. The Chairman, upon the advice of Disclosure Counsel, is hereby authorized to certify or otherwise represent when such Preliminary Official Statement shall be "deemed final" by the County as of its date (except for permitted omissions), in accordance with the Rule.

The Chairman is authorized to sign and deliver on behalf of the County, in his official capacity, the final Official Statement in substantially the form of the Preliminary Official Statement, with such changes as are necessary to reflect the final pricing terms of the Series 2024 Bonds and such certificates in connection with the accuracy of the final Official Statement and any amendment thereto as may, in the judgment of Disclosure Counsel and Bond Counsel, be necessary or appropriate, to the Underwriter. The

distribution and use of the final Official Statement by the Underwriter in connection with the original issuance and sale of the Series 2024 Bonds is further approved.

**SECTION 6.05 AUTHORIZATION FOR EXECUTION OF SERIES 2024 BONDS AND OF ADDITIONAL DOCUMENTS AND CERTIFICATES IN CONNECTION WITH THE DELIVERY THEREOF; APPROVAL OF THE NECESSARY ACTION.** The Chairman, Vice Chairman, Clerk to the Board, and Executive Director, on the advice of the County Attorney and Bond Counsel to the County, are hereby authorized and empowered, collectively and individually, to take all action and steps and to execute and deliver, on behalf of the County, and in their official capacities, the Series 2024 Bonds, and any and all instruments, documents, or certificates, including temporary Series 2024 Bonds, if necessary, a tax compliance certificate and, if applicable, an Insurance Agreement as described in Section 2.03 hereof and any Credit Facility for deposit to the Reserve Account, which are necessary or desirable in connection with the issuance and delivery of the Series 2024 Bonds.

The approval of various documents and certificates hereby authorized is declared to be of such documents in substantially the form attached hereto as exhibits or as subsequently prepared, upon the advice of Bond Counsel, with such insertions, deletions, and variations thereto as shall be approved by the officers executing such documents and certificates on behalf of the County, and in their official capacities, upon the advice of Bond Counsel, such officers' approval thereof to be presumed by their execution.

**SECTION 6.06 SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of the Master Resolution or this resolution or of the Series 2024 Bonds.

**SECTION 6.07 REPEALING CLAUSE.** All resolutions of the County, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 6.08 EFFECTIVE DATE. This resolution shall take effect immediately upon the final approval hereof.

DULY ADOPTED, in Regular Session this 5th day of September, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Mike Greenwell, Chairman

ATTEST:

KEVIN C. KARNES, CLERK

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM  
FOR THE RELIANCE OF LEE COUNTY  
ONLY:

\_\_\_\_\_  
County Attorney

**EXHIBIT A**

**FORM OF SERIES 2024 BONDS**

No.

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
LEE COUNTY, FLORIDA  
AIRPORT REVENUE BOND, SERIES 2024 (AMT)

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE</u>	<u>CUSIP</u>
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%

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Lee County, Florida (the "County"), for value received, hereby promises to pay the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above, the Principal Amount shown above, upon presentation and surrender hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as Bond Registrar and Paying Agent, and to pay solely from such funds, interest thereon from the date of this Bond or from the most recent Interest Payment Date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Rate of Interest per annum set forth above, such interest being payable on \_\_\_\_\_, and thereafter on October 1 and April 1 of each year by check or draft mailed on or before the Interest Payment Date, to the Registered Owner at the address as it appears, at 5:00 P.M. Eastern Time on the fifteenth day of the month preceding the applicable Interest Payment Date, on the registration books of the County kept by the Bond Registrar; provided, that for any Registered Owner of one million dollars or more in principal amount of Bonds, such payment shall, at the written request of such Registered Owner, be by wire transfer or other medium acceptable to the County and to such Registered Owner. The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a Series of Bonds, originally authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_, of like date, tenor and effect, except as to number, interest rate, principal amount and date of maturity, issued to finance the cost of certain capital improvements to Southwest Florida International Airport, and all costs incidental thereto, under the authority of and in full compliance with the Constitution and

Statutes of the State of Florida, including particularly Chapter 125 Part I, and Chapter 332, Florida Statutes, and other applicable provisions of law, and Resolution No. 92-08-48, adopted by the Board of County Commissioners of the County (the "Board") on August 26, 1992, as amended and restated by Resolution No. 00-02-45, adopted by the Board on February 16, 2000, and as amended and restated by Resolution No. 00-03-04 adopted by the Board on March 13, 2000, as amended and supplemented from time to time, particularly as restated, amended and supplemented by Resolution Nos. \_\_\_\_\_, adopted by the Board on \_\_\_\_\_, 2024 (hereinafter collectively called the "Bond Resolution"), and is subject to all the terms and conditions of the Bond Resolution. Capitalized terms used herein shall have the meaning specified in the Bond Resolution.

This Bond is a special and limited obligation payable from and secured solely by a lien upon and pledge of (i) the Net Revenues of the Airport, (ii) the amounts on deposit in the Sinking Fund and all accounts thereunder, except as provided in the Bond Resolution, the Subordinated Indebtedness Fund (other than the proceeds of Subordinated Indebtedness), the Renewal, Replacement and Improvement Fund and the Airport Fund, (iii) until expended, the amounts on deposit in the applicable Series 2024 Bonds Subaccounts, and (iv) any Available Revenues (collectively, the "Pledged Funds"), all in the manner provided in and subject to terms and conditions of the Bond Resolution. The lien on the Pledged Funds for payment of the Series 2024 Bonds is on a parity with certain outstanding Airport Revenue Bonds, together with any Additional Parity Bonds hereafter issued under the Bond Resolution. This Bond does not constitute a general obligation or indebtedness of the County as a "bond" within the meaning of the State constitution, and it is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the County, or the taxation of any property of or in the County for the payment of the principal of and interest on this Bond or for the making of any sinking fund, reserve or other payments provided for in the Bond Resolution.

It is further agreed between the County and the Registered Owner of this Bond, that this Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the County or the Authority, but shall constitute a lien only on the Pledged Funds, in the manner provided in the Bond Resolution.

The Bonds are issuable only as fully registered Bonds in the denominations or Maturity Amounts of \$5,000 or integral multiples thereof. This Bond is transferable, and exchangeable for Bonds of other authorized denominations, at the office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. No charge will be made for transfer or exchange, but the County or the Bond Registrar may require payment of an amount sufficient to cover any tax or other governmental charge payable in connection

therewith. The County and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the County nor the Bond Registrar shall be affected by any notice to the contrary.

The County has entered into certain covenants with the Registered Owners of the Bonds of this Series for the terms of which reference is made to the Bond Resolution. In particular, the County has reserved the right to defease the lien of the Bonds of this issue upon the Pledged Funds upon making provision for payment of the Bonds as provided in the Bond Resolution.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the County, the Bond Registrar, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Bond, by acceptance hereof, assents to all of the provisions of the Bond Resolution.

[INSERT REDEMPTION PROVISIONS]

Notice of such redemption shall be given in the manner provided in the Bond Resolution.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and the Registered Owner and each successive Registered Owner of this Bond, shall be conclusively deemed by acceptance hereof to have agreed that this Bond shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF, Lee County, Florida has issued this Bond and has caused the same to be manually executed by its Chairman, and the corporate seal of said County to be affixed hereto or imprinted or reproduced hereon and attested by the manual signature of the [Deputy] Clerk, all as of the Date provided above.

(SEAL)

LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

ATTEST:

\_\_\_\_\_  
[Deputy] Clerk of the Circuit Court,  
Ex-officio [Deputy] Clerk to the Board  
of County Commissioners

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Bond Resolution.

\_\_\_\_\_,  
as Bond Registrar

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: \_\_\_\_\_, 2024

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_

under Uniform Transfers to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

Insert Social Security or Other Identifying Number of Assignee

---

(Name and Address of Assignee)

---

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

## **EXHIBIT B**

### **DESCRIPTION OF SERIES 2024 PROJECT**

Various capital improvements to the Southwest Florida International Airport (the "Airport"), including, expansion of the Airport's Main Terminal building, including construction of a new Concourse E and nine additional TSA security screening checkpoints, gate expansion and baggage handling system expansion (collectively, the "Project"); the Project will be constructed immediately west of, and connected to, the Main Terminal Expansion and will include 14 new gates and approximately 215,000 square feet over three levels (apron, departures, and mezzanine/mechanical) and includes 50 new airline ticket counter and bag drop stations, 40 airline check-in kiosk locations, a VIP lounge, administrative and support offices, restrooms and concessions; a new bag system that includes four new in-line automated explosive detection machines, four airline bag claim units, six airline bag make-up units, and connectivity to the existing bag system providing added capacity and redundancy; a new 90 foot wide Concourse E construction including concession areas, restrooms, passenger gate hold rooms, 14 passenger boarding bridges and operations support space; chiller replacement and expansion; airside improvements that include new taxiways, taxi lanes and aircraft parking apron capable of accommodating Group III and Group V aircraft, and an expanded aircraft hydrant fueling system; landside roadway and terminal curb modifications that include adding lanes infills on the upper departures level roadway, an expanded public pickup curb, converting the existing public curb into three commercial lanes and converting the existing commercial curb into five public lanes; with new automated security and access control systems; connectivity to the existing terminal at the main terminal lobby and existing Concourse D, and well as various vertical circulation elevators, escalators and stairs to satisfy life-safety and code requirements.

**EXHIBIT C**

**FORM OF BOND PURCHASE CONTRACT**

\$[\_\_\_\_\_]  
**Lee County, Florida**  
**Airport Revenue Bonds, Series 2024 (AMT)**

**BOND PURCHASE AGREEMENT**

[\_\_\_\_\_], 2024

Board of County Commissioners of  
Lee County, Florida  
2115 Second Street  
Fort Myers, Florida 33901

Ladies and Gentlemen:

BofA Securities, Inc. (the "Senior Manager") acting on behalf of itself and [\_\_\_\_\_] (the "Co-Managers" and, together with the Senior Manager, the "Underwriters") offers to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") with Lee County, Florida (the "County"), which, upon acceptance of this offer by the County, will be binding upon the County and the Underwriters. This offer is made subject to acceptance by the County by execution of this Bond Purchase Agreement and, if not so accepted, will be subject to withdrawal by the Underwriters, upon written notice by the Senior Manager to the County at any time prior to its acceptance by the County.

The Senior Manager represents that it is authorized on behalf of itself and the Co-Managers to enter into this Bond Purchase Agreement and to take any other actions that may be required on behalf of the Underwriters.

All capitalized terms not otherwise defined in this Bond Purchase Agreement shall have the same meanings as set forth in the Bond Resolution or the Official Statement, as each are defined in this Bond Purchase Agreement.

1. **Purchase and Sale of Bonds.**

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and covenants set forth in this Bond Purchase Agreement, the Underwriters, jointly and severally, agree to purchase from the County, and the County agrees to sell to the Underwriters on the Closing Date (as defined in this Bond Purchase Agreement), all but not less than all of the \$[\_\_\_\_\_] aggregate principal amount of Lee County, Florida, Airport Revenue Bonds, Series 2024 (AMT) (the "Series 2024 Bonds"), at the aggregate purchase price of \$[\_\_\_\_\_] (representing the principal amount of the Series 2024 Bonds of \$[\_\_\_\_\_] plus/less original issue premium/discount of \$[\_\_\_\_\_] and less Underwriters' discount of \$[\_\_\_\_\_]). The Series 2024 Bonds shall be dated the date of delivery, bear interest at the rates, be re-offered to the public at prices reflecting the yields, mature on the dates and be subject to redemption, all as set forth on attached Schedule I to this Bond Purchase Agreement. The Series 2024 Bonds are more fully described in the Preliminary Official Statement, dated [\_\_\_\_\_], 2024, relating to the Series 2024 Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement as

amended to delete preliminary language and reflect the final terms of the Series 2024 Bonds, and as amended and supplemented prior to the Closing (as such term is defined in this Bond Purchase Agreement) with such changes as shall be approved by the County and the Underwriters, is herein referred to as the "Official Statement." At Closing, the Senior Manager, on behalf of the Underwriters, agrees to execute and deliver an initial issue price certificate acceptable to Bond Counsel and the Senior Manager, in substantially the form attached hereto as Exhibit C.

The Underwriters intend to make an initial public offering of the Series 2024 Bonds, solely pursuant to the Official Statement, at the initial offering prices or yields set forth in the Official Statement, reserving, however, the right to change such initial offering prices or yields after the initial public offering as the Senior Manager shall deem necessary in connection with the marketing of the Series 2024 Bonds (but in all cases subject to the requirements of paragraphs (g)-(k) of this Section 1) and to offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) at concessions to be determined by the Senior Manager (but in all cases subject to the requirements of paragraphs (g)-(k) of this Section 1).

(b) The Series 2024 Bonds shall be issued pursuant to Resolution No. 00-03-04 adopted by the Board of County Commissioners of Lee County, Florida (the "Board") on March 13, 2000, as amended and supplemented, [as particularly amended and restated by Resolution No. [ ]-[ ]-[ ] adopted by the Board on September 5, 2024, and as particularly supplemented by Resolution No. 24-[ ]-[ ] adopted by the Board on September 5, 2024 (collectively, the "Bond Resolution"). The Series 2024 Bonds shall be substantially in the form described in the Bond Resolution and shall be issued in compliance with (i) Chapters 125, Part I, and 332, Florida Statutes, and (ii) other applicable provisions of law (collectively, the "Act"). The Lee County Port Authority (herein, the "Authority") has adopted resolutions (herein, the "Authority Resolution") which concurred in the adoption of the Bond Resolution by the County and agreed to be bound by and comply with all terms, covenants and provisions of the Bond Resolution. The Underwriters, through the Senior Manager, have delivered to the County a disclosure letter containing the information required by Section 218.385, Florida Statutes, which letter is attached as Schedule II.

(c) The Series 2024 Bonds are being issued for the purposes of, together with other legally available funds: (a) financing a portion of the Costs of the Series 2024 Project; (b) funding the incremental portion of the Reserve Requirement in the Reserve Account; and (c) paying the costs of issuance of the Series 2024 Bonds. The Series 2024 Bonds are being issued on parity with the County's Outstanding Airport Revenue Refunding Bonds, Series 2015 (Non-AMT), Airport Revenue Refunding Bonds, Series 2021A (AMT) and Airport Revenue Bonds, Series 2021B (AMT) (collectively, the "Parity Bonds").

(d) The County authorizes the Underwriters to use and distribute copies of the Official Statement and copies of the Bond Resolution in connection with the public offering and sale of the Series 2024 Bonds. The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the Municipal Securities Rulemaking Board (herein, the "MSRB") and as may be agreed by the County and the Senior Manager.

(e) The County consents to and ratifies the use by the Underwriters of the Preliminary Official Statement for the purposes of marketing the Series 2024 Bonds in connection with the original public offer, sale and distribution of the Series 2024 Bonds by the Underwriters. As of its date, the Preliminary Official Statement was "deemed final" (except for permitted omissions) by the County for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule").

(f) The County shall deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement (dated the date of this Bond Purchase Agreement) relating to the Series 2024 Bonds, and shall cause copies of the Official Statement, in sufficient quantity for the Underwriters to comply with Rule G-32 of the MSRB and the Rule to be available to the Underwriters within seven (7) business days of the execution of this Bond Purchase Agreement. The County agrees to deliver to the Underwriters such reasonable quantities of the Preliminary Official Statement and Official Statement and such reasonable quantities of the Bond Resolution as the Underwriters may request for use in connection with the offering and sale of the Series 2024 Bonds. On or before the Closing Date, the Senior Manager shall file, or cause to be filed, the Official Statement with the MSRB.

(g) The Senior Manager, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate substantially in the form attached hereto as Exhibit C, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Senior Manager, the County and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(h) Except for the maturities set forth in Schedule I to Exhibit C attached hereto, the County will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Senior Manager shall report to the County the price or prices at which the Underwriters have sold to the public each maturity of Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Senior Manager agrees to promptly report to the County the prices at which the Series 2024 Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or the Closing Date.

(i) The Senior Manager confirms that the Underwriters have offered the Series 2024 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Official Statement. Schedule I to Exhibit C sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2024 Bonds for which the 10% test have not been satisfied and for which the County and the Underwriters agree that the restrictions set forth in the next sentence shall apply, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024

Bonds, the Underwriters will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

Upon the County's request, the Senior Manager shall promptly advise the County or the County's municipal advisor when the Underwriters have sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The County acknowledges that, in making the representation set forth in this subsection, the Senior Manager will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its agreement regarding the requirements for establishing the issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Series 2024 Bonds.

- (j) The Senior Manager, on behalf of the Underwriters, confirms that:
  - (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which any Underwriter is a party) relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A)(1) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Senior Manager that either the 10% test has been satisfied as to the Series 2024 Bonds of

that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (2) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager and as set forth in the related pricing wires, (B) promptly notify the Senior Manager of any sales of the Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below), and (C) acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public; and

(ii) any agreement among underwriters relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Senior Manager or the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Manager or the Underwriter and as set forth in the related pricing wires.

(k) The Senior Manager acknowledges that sales of any Series 2024 Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "sale date" means the date of execution of this Bond Purchase Contract by all parties.

2. **Events Requiring Disclosure.** If, after the date of this Bond Purchase Agreement and during the Disclosure Period (as defined in Section 5(x) hereof), any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall notify the Underwriters thereof, and, if in the opinion of Disclosure Counsel, Bond Counsel and Underwriters' Counsel such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will at its own expense (unless such supplement or amendment is a result of information provided by the Underwriters) forthwith prepare and furnish to the Underwriters a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriters) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading. The Underwriters agree to promptly notify the County if it becomes aware of such event.

3. **Good Faith Wire.** In connection with the execution of this Bond Purchase Agreement, the Senior Manager, on behalf of the Underwriters, has delivered to the County a wire transfer credited to the order of the County in immediately available federal funds in the aggregate amount of 1% of the principal amount of Series 2024 Bonds shown in the Preliminary Official Statement or [\_\_\_\_\_] Dollars (\$[\_\_\_\_\_]) (the "Good Faith Wire"), as security for the performance by the Underwriters of their obligation to accept and to pay for the Series 2024 Bonds. If the County does not accept this offer, such wire transfer shall be promptly returned to the Senior Manager by wire transfer credited to the order of the Senior Manager in the amount of the Good Faith Wire, in federal funds to the Senior Manager. If this offer is accepted, such Good Faith Wire shall be held by the County and credited against the purchase price of the Series 2024 Bonds at Closing. In the event of the County's failure to deliver the Series 2024 Bonds at the Closing, or if the County shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement (unless such conditions are waived by the Senior Manager), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, the County shall return such Good Faith Wire immediately to the Senior Manager by wire transfer credited to the order of the Senior Manager in the amount of the Good Faith Wire, in federal funds to the Senior Manager, and receipt by the Senior Manager of such Good Faith Wire shall constitute a full release and discharge of all claims by the Underwriters against the County arising out of the transactions contemplated by this Bond Purchase Agreement. In the event that the Underwriters fail other than for a reason permitted under this Bond Purchase Agreement to accept and pay for the Series 2024 Bonds upon their tender by the County at the Closing, said Good Faith Wire shall be retained by the County and such retention shall represent full liquidated damages and not as a penalty, for such failure and for any and all defaults on the part of the Underwriters and the retention of such funds shall constitute a full release and discharge of all claims, rights and damages for such failure and for any and all such defaults. Interest on the Good Faith Wire shall accrue solely to the benefit of the County and shall not offset the amount due from the Underwriters at Closing or be payable to the Underwriters in the event the Good Faith Wire is returned to the Senior Manager. It is

understood by both the County and the Underwriters that actual damages in the circumstances as described in the preceding sentences may be difficult or impossible to compute; therefore, the funds represented by the Good Faith Wire are a reasonable estimate of the liquidated damages in this type of situation.

4. **Closing.** The settlement for the payment and delivery of the Series 2024 Bonds (herein, the "Closing") will occur before 1:00 p.m., Eastern Time, on [\_\_\_\_\_], 2024, or at such other time or on such earlier or later date as shall have been mutually agreed upon by the County and the Senior Manager. Before 1:00 p.m. Eastern Time on the date of the Closing, the County shall deliver the Series 2024 Bonds in definitive form to the Underwriters, through the facilities of The Depository Trust Company ("DTC") utilizing the DTC FAST system of registration, bearing CUSIP numbers and duly executed and authenticated. If for any reason the FAST system of registration is not used, the Series 2024 Bonds will be made available for checking and packaging one business day prior to the Closing at the offices of DTC or such other place as may be designated by the Senior Manager. The County has provided DTC with its blanket issuer letter of representations. The Senior Manager, on behalf of the Underwriters, will accept such delivery and pay the purchase price of the Series 2024 Bonds described in Section 1(a) above by a wire transfer credited to the order of the County in immediately available federal funds. Payment for and delivery of the Series 2024 Bonds shall be made at such place as the County and Senior Manager shall mutually agree. The date of the Closing is called the "Closing Date."

5. **Representations, Warranties, and Covenants of the County and the Authority.** The County and the Authority, by its acceptance of this Bond Purchase Agreement, respectively, represents, warrants and covenants to each of the Underwriters as of the date of this Bond Purchase Agreement that:

(a) The County is, and will be on the Closing Date, a political subdivision of the State of Florida (the "State") duly created and validly existing under the Constitution and laws of the State;

(b) The County represents, warrants and covenants that the Board has full legal right, power and authority to: (i) adopt the Bond Resolution; (ii) execute and deliver this Bond Purchase Agreement, the Continuing Disclosure Certificate dated [\_\_\_\_\_], 2024 (the "Continuing Disclosure Certificate") and the Official Statement; (iii) issue, sell, execute and deliver the Series 2024 Bonds to the Underwriters, as provided in this Bond Purchase Agreement; (iv) secure the Series 2024 Bonds in the manner contemplated by the Bond Resolution; and (v) carry out and consummate all other transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or the securities or Blue Sky laws or the legality of the Series 2024 Bonds for investment under the laws of the various states;

(c) The County represents, warrants and covenants that the Board has duly adopted the Bond Resolution and has duly authorized or ratified: (i) the execution, delivery and performance of this Bond Purchase Agreement, the Continuing Disclosure Certificate, the Airport-Airline Use and Lease Agreements between the Authority and the airlines specified therein (the "Use Agreements"), and the issuance, sale, execution and delivery of the Series 2024 Bonds; (ii) the delivery and distribution of the Preliminary Official Statement and the use, distribution and

delivery of the Official Statement; and (iii) the taking of any and all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by the preceding documents and instruments; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or securities or Blue Sky laws or the legality of the Series 2024 Bonds for investment under the laws of the various states;

(d) The County represents, warrants and covenants that this Bond Purchase Agreement, when executed and delivered by the parties, will, and the Bond Resolution, and the Continuing Disclosure Certificate do, constitute the legal, valid and binding obligations of the County enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases.

(e) The County will at Closing be in compliance, in all material respects, with this Bond Purchase Agreement, the Bond Resolution and the Continuing Disclosure Certificate;

(f) The Authority represents, warrants and covenants that it is duly organized and existing pursuant to the Constitution and laws of the State of Florida and is authorized and empowered by law, including particularly the Act, to adopt the Authority Resolution; to execute and deliver the Use Agreements; and to carry out and consummate all other transactions contemplated herein and by the Official Statement and the Use Agreements. The Authority has duly authorized by all appropriate action, and complied with all provisions of law with which compliance was required on or prior to the date hereof, including the Act, with respect to the execution and delivery of the Use Agreements and the adoption of the Authority Resolution. The Authority Resolution and the Use Agreements each constitute valid and binding obligations of the Authority enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other laws affecting creditor's rights and remedies and to general principles of equity.

(g) The County represents, warrants and covenants that when paid for by the Underwriters at Closing in accordance with the provisions of this Bond Purchase Agreement, and when authenticated by the Bond Registrar, the Series 2024 Bonds will be duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the County enforceable in accordance with their terms and the terms of the Bond Resolution, except as may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally or subject to the exercise of the State's police power and to judicial discretion in appropriate cases;

(h) The County represents, warrants and covenants that the Bond Resolution creates a valid pledge of, and lien upon, the Pledged Funds to the extent set forth in the Bond Resolution which such lien shall be on a parity with the lien securing the Parity Bonds;

(i) The County represents, warrants and covenants that at Closing, all approvals, consents and orders of and filings with any governmental authority or agency that would constitute a condition precedent to the issuance of the Series 2024 Bonds or the execution and delivery of or the performance by the County of its obligations under this Bond Purchase Agreement, the Continuing Disclosure Certificate, the Series 2024 Bonds or the Bond Resolution

will have been obtained or made and any consents, approvals and orders so received or filings so made will be in full force and effect; provided, however, that no representation is made by the County concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states or the legality of the Series 2024 Bonds for investment under the laws of the various states;

(j) The County represents, warrants and covenants that except as described in the Preliminary Official Statement and Official Statement, the County is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County or the Authority is a party or is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the operation of the Airport; and the execution and delivery of this Bond Purchase Agreement, the Series 2024 Bonds, the Continuing Disclosure Certificate, the Use Agreements and the adoption of the Bond Resolution and Authority Resolution and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach or violation of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any material provision of any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County is a party or is otherwise subject;

(k) The County represents, warrants and covenants that other than as disclosed in the Preliminary Official Statement and Official Statement, the adoption of the Authority Resolution by the Authority Board and performance by the Authority of the Authority Resolution and the Use Agreements and the adoption by the Board and performance by the County of the Bond Resolution and the authorization, execution, delivery and performance of the County's obligations under this Bond Purchase Agreement, the Continuing Disclosure Certificate, the Series 2024 Bonds, and any other agreement or instrument to which the County or the Authority is a party, used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement or by the Official Statement, and compliance with the provisions of each such instrument, do not and will not conflict with, or constitute or result in: (i) a violation of the Constitution of the State, or any existing law, administrative regulation, rule, decree or order, state or federal, or the Charter of the County; or (ii) a breach of or default under a material provision of any agreement, indenture, lease, note or other instrument to which the County, or its properties or any of the officers of the County as such is subject; or (iii) the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the revenues, credit, property or assets of the County under the terms of the Constitution of the State or any law, instrument or agreement;

(l) The County represents, warrants and covenants that the financial statements and other historical financial information contained in the Official Statement fairly represent the financial position and results of operations of the Authority as of the dates and for the periods set forth in such financial statements in accordance with generally accepted accounting principles applied consistently;

(m) The County represents, warrants and covenants that except as otherwise described in the Official Statement, there shall not have been any material adverse change since

September 30, 2023 in the results of operations or financial condition of the County or in the physical condition of the Airport, other than changes in the ordinary course of business or in the normal operation of the County or the Airport;

(n) The County represents, warrants and covenants that between the time of the execution of this Bond Purchase Agreement by the County and Closing, the County will not execute or issue any bonds or notes secured by the Pledged Funds superior to or on a parity with the Series 2024 Bonds and the Parity Bonds, without the written consent of the Senior Manager;

(o) The County will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters at the Underwriters' expense as the Senior Manager may reasonably request to qualify the Series 2024 Bonds for offer and sale and to determine the eligibility of the Series 2024 Bonds for investment under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Senior Manager may designate, provided that the County shall not be required to file a general consent to service of process or qualify to do business in any jurisdiction or become subject to service of process in any jurisdiction in which the County is not now subject to such service. It is understood that the County is not responsible for compliance with or the consequences of failure to comply with applicable Blue Sky or other securities laws and regulations or the legality of the Series 2024 Bonds for investment under the laws of the various states;

(p) The County represents, warrants and covenants that other than as described in the Preliminary Official Statement and Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body pending, or, to the best knowledge of the County, threatened against or affecting the County or the Authority: (i) to restrain or enjoin the issuance or delivery of any of the Series 2024 Bonds or the collection of Revenues or the construction of the Series 2024 Project; (ii) in any way contesting or affecting: (a) the authority for the issuance of the Series 2024 Bonds; (b) the validity or enforceability of the Series 2024 Bonds, the Bond Resolution, the Authority Resolution, this Bond Purchase Agreement, the Continuing Disclosure Certificate and the Use Agreements; or (c) the power of the Board to adopt the Bond Resolution or for the Authority to adopt the Authority Resolution and for the County to execute and deliver the Series 2024 Bonds, this Bond Purchase Agreement and the Continuing Disclosure Certificate and for the Authority to execute and deliver the Use Agreements and for the County to consummate the transactions contemplated by the Bond Resolution, and this Bond Purchase Agreement; (iii) in any way contesting the existence or powers of the County, the Board or the Authority Board or the title to office of any member of the Board or the Authority; or (iv) in any way contesting the completeness, accuracy or fairness of the Official Statement;

(q) The County will not knowingly take or omit to take any action, which action or omission would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds under the Internal Revenue Code of 1986, as amended;

(r) Other than described in the Official Statement, the County has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrances

on the revenues of the other assets, properties, funds or interests, if any, pledged pursuant to the Bond Resolution, other than as described in the Official Statement.

(s) Any certificate signed by any official of the County and delivered to the Underwriters in connection with the issuance, sale and delivery of the Series 2024 Bonds shall be deemed to be a representation and warranty by the County to each of the Underwriters as to the statements made in such certificate;

(t) The County represents, warrants and covenants that the description of the Series 2024 Bonds in the Official Statement conforms in all material respects to the Series 2024 Bonds;

(u) The County will apply the proceeds of the Series 2024 Bonds in accordance with the Bond Resolution and as contemplated by the Official Statement;

(v) Neither the County nor anyone authorized to act on its behalf, directly or indirectly, has offered the Series 2024 Bonds for sale to, or solicited any offer to buy the Series 2024 Bonds from, anyone other than the Underwriters;

(w) The County represents, warrants and covenants that all proceedings of the Board relating to the adoption of the Bond Resolution, the approval of the Continuing Disclosure Certificate, this Bond Purchase Agreement and the Official Statement and the approval and authorization of the issuance and sale of the Series 2024 Bonds were, or will be prior to Closing, conducted at duly convened meetings of the Board with respect to which all required notices were duly given to the public at which quorums were at all material times present and no authority or proceeding for the issuance of the Series 2024 Bonds has been or will be repealed, rescinded, or revoked;

(x) (i) For the purposes of this Bond Purchase Agreement, the term "Disclosure Period" shall mean the earlier of (1) ninety (90) days from the End of the Underwriting Period, or (2) the time when the Official Statement is available to any person from EMMA, but in no case less than twenty-five (25) days following the End of the Underwriting Period.

(ii) For the purposes of this Bond Purchase Agreement, the term "End of the Underwriting Period" shall mean the Closing, unless the Underwriters shall have notified the County in writing that the Underwriters retain an unsold balance of the Series 2024 Bonds for sale to the public, pursuant to (bb) below.

(iii) The Preliminary Official Statement as of its date, and the Official Statement and any amendments or supplements thereto, will at all times prior to and including the Closing Date and during the Disclosure Period be true, correct and complete in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading (excluding information under the headings "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System," and "UNDERWRITING").

(iv) The County shall provide an electronic copy of the word-searchable and printable PDF format of the Official Statement that can be viewed on-line and can be

downloaded and printed to the Senior Manager no later than one (1) business day prior to the Closing Date to enable the Underwriters to comply with MSRB Rule G-32.

(y) The County represents, warrants and covenants that at the time of the mailing of the Preliminary Official Statement (except for permitted omissions) and at the time of the County's acceptance hereof, the Official Statement (but, in either case, not including information under the headings "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System," and "UNDERWRITING"), did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading

(z) Prior to the execution of this Bond Purchase Agreement, the County represents, warrants and covenants that it has delivered to the Underwriters copies of the Preliminary Official Statement which the County deemed final for purposes of the Rule as of the date of the Preliminary Official Statement, except for the omission of no more than the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, and other terms of the Series 2024 Bonds depending on such matters;

(aa) If the Official Statement is supplemented or amended pursuant to Section 2 of this Bond Purchase Agreement, or otherwise by the County, at the time of each supplement or amendment to the Official Statement and (unless subsequently again supplemented or amended pursuant to Section 2 of this Bond Purchase Agreement) at all times during the Disclosure Period, the County represents, warrants and covenants that the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading (excluding information under the headings "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System," and "UNDERWRITING");

(bb) Unless otherwise notified in writing by the Underwriters on or prior to the Closing Date, the End of the Underwriting Period for the Series 2024 Bonds for all purposes of the Rule, Section 2 above and Section 5(x)(ii) above, is the Closing Date. In the event such notice is given in writing by the Underwriters, the Underwriters agree to notify the County in writing following the occurrence of the End of the Underwriting Period for the Series 2024 Bonds, provided that such period shall not extend beyond thirty (30) days following the Closing Date;

(cc) The County has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon;

(dd) The County has taken all necessary action in order for the County to pledge and utilize the Pledged Funds to the payment of Series 2024 Bonds as provided in the Bond Resolution;

(ee) The Authority has taken all necessary action in order for the Authority to pledge and utilize the Pledged Funds to the payment of Series 2024 Bonds as provided in the Bond Resolution and Authority Resolution;

(ff) The County's agreement with CliftonLarsonAllen LLP, relating to preparation of the financial statements of the Authority for the Fiscal Year ended September 30, 2023, does not require the consent of Clifton Larson Allen LLP prior to using such financial statements in the Official Statement; and

(gg) Except as disclosed in the Preliminary Official Statement and Official Statement, the County represents, warrants and covenants that the County neither is nor has been in default any time after December 31, 1975, as to principal or interest with respect to any obligation issued or guaranteed by the County and no disclosure with respect thereto is required to be made in the Preliminary Official Statement and in the Official Statement pursuant to Section 517.051, Florida Statutes.

(hh) Except as otherwise disclosed in the Preliminary Official Statement or the Official Statement, the County has complied, in all material respects, with all of its previous continuing disclosure obligations under the Rule during the previous five (5) years.

6. **Conditions of Closing.** The Underwriters have entered into this Bond Purchase Agreement in reliance on the representations, warranties and covenants of the County and the Authority. The obligations of the Underwriters shall be subject to the performance by the County of its obligations to be performed at or prior to Closing, to the accuracy of and compliance with the representations, warranties and covenants of the County and the Authority, in each such case as of the time of delivery of this Bond Purchase Agreement and as of Closing, and are also subject, in the reasonable discretion of the Senior Manager, to the following further conditions:

(a) At Closing: (i) the Bond Resolution, the Authority Resolution and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been repealed or amended in any material way since the date of this Bond Purchase Agreement unless agreed to by the Senior Manager; (ii) this Bond Purchase Agreement and the Use Agreements shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Senior Manager, and the County shall have executed each of them; (iii) the County shall have taken all action and performed all of its obligations as shall, in the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida ("Bond Counsel"), or Bryant Miller Olive P.A., Tampa, Florida ("Disclosure Counsel") or GrayRobinson, P.A., Tampa, Florida ("Counsel to the Underwriters"), be necessary in connection with the transaction contemplated by the Bond Resolution, the Series 2024 Bonds and this Bond Purchase Agreement; (iv) the Series 2024 Bonds shall have been duly authorized, executed and delivered; and (v) the Official Statement shall not have been amended, modified or supplemented, except as provided in Section 2 of this Bond Purchase Agreement.

(b) At or prior to the Closing Date, the Underwriters shall have received the following:

(i) The opinion of Richard Wm. Wesch, County Attorney and attorney for the Authority, dated the Closing Date, substantially in the form attached hereto as Exhibit "A";

(ii) The final approving opinion of Bond Counsel, dated the Closing Date, in substantially the form attached to the Official Statement as Appendix F;

(iii) The opinion of Disclosure Counsel, dated the Closing Date, to the effect that, with respect to the information in the Preliminary Official Statement and the Official Statement and based upon said firm's participation in the preparation and review of the Preliminary Official Statement and the Official Statement as Disclosure Counsel and on the basis of the information they gained in the course of performing the services referred to above and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Official Statement and the Official Statement, nothing has come to the attention of said firm that would cause it to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading however, Disclosure Counsel does not assume responsibility for the accuracy, completeness, or fairness of the statements contained in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), which they expressly exclude from the scope of their opinion nor expresses any belief with respect to any demographic, financial, statistical and operating data, and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, and information concerning the report of Ricondo & Associates contained in Appendix C attached thereto, and information concerning The Depository Trust Company and the book-entry system for the Series 2024 Bonds contained or incorporated by reference in the Preliminary Official Statement or the Official Statement (including any appendices, schedules, and exhibits thereto), which are expressly excluded from such opinion and that the Continuing Disclosure Certificate, together with the Official Statement and this Bond Purchase Agreement, satisfy the requirements of Section (b)(5)(1) contained in Rule 15c2-12 for an undertaking for the benefit of the owners of the Series 2024 Bonds to provide the information at the times and in the manner required by said Rule;

(iv) The opinion of Counsel to the Underwriters, dated the Closing Date, to the effect that (1) the Series 2024 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended, (2) based upon their participation in the preparation of the Preliminary Official Statement and the Official Statement as Counsel for the Underwriters, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, as of the Closing Date nothing has come to the attention of such counsel causing them to believe that the Preliminary Official Statement, as of its date, and the Official Statement (excluding therefrom the financial, statistical and operating data and forecasts, projections and assumptions included in the Preliminary Official Statement and the Official Statement, information relating to the report of Ricondo & Associates contained in Appendix C attached thereto and information relating to DTC and its book-entry only system of registration as to all of which no opinion need be expressed) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (3) based upon their review of the Continuing Disclosure Certificate as to the undertaking of the County with respect to continuing

disclosure as required under Section (b)(5)(i) of the Rule, the requirements of the Rule have been satisfied; and

(v) The supplemental opinion of Bond Counsel, dated the Closing Date, substantially in the form attached as Exhibit "B" to this Bond Purchase Agreement;

(c) At Closing, the Underwriters shall receive a certificate, dated the Closing Date, signed by the Chairman of the Board and the Executive Director of the Authority, to the effect that:

(i) as of such date, except as disclosed in the Preliminary Official Statement and Official Statement, no litigation is pending or, to their knowledge, threatened in any court (1) challenging the creation, organization or existence of the County or the Authority, (2) seeking to restrain or enjoin the issuance or delivery of any of the Series 2024 Bonds, the construction of the Series 2024 Project, or the imposition and collection of the Pledged Funds to pay the principal of and interest on the Series 2024 Bonds and the Parity Bonds, or in any way contesting or affecting the validity of the Series 2024 Bonds, the Bond Resolution, the Continuing Disclosure Certificate, the Use Agreements or the Authority Resolution or the imposition and collection of the Pledged Funds, or contesting the use of the Net Revenues for repayment of the Series 2024 Bonds and the Parity Bonds, or contesting the powers of the County to issue the Series 2024 Bonds or to adopt the Bond Resolution or contesting the power of the Authority to adopt the Authority Resolution, or (3) in any way contesting or affecting the validity of this Bond Purchase Agreement; provided, the Underwriters may in their sole discretion accept the opinion of Counsel to the Authority or Bond Counsel in lieu of the certifications required by clauses (1), (2) and (3), in each case, acceptable in form and substance satisfactory to the Underwriters, that in the opinion of such Counsel, any issues raised in any related or threatened litigation are without substance or the contentions of any plaintiffs therein are without merit; and

(ii) (1) the respective representations, warranties, covenants and agreements of the County and the Authority contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, and (2) no event affecting the County, the Authority or the Airport has occurred since the date of the Official Statement which has not been disclosed therein and which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any material respect (excluding information under the headings "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System," and "UNDERWRITING");

(d) At Closing, the Underwriters shall receive a copy of the Bond Resolution and the Authority Resolution, certified by the Ex-Officio Clerk or Deputy Clerk of the Board as true and correct copies of the originals, as currently in full force and effect and as not having been otherwise amended since their enactment or adoption, as applicable, except as provided in this Bond Purchase Agreement;

(e) At Closing, the Underwriters shall receive two (2) manually signed copies of the Official Statement;

(f) At Closing, the Underwriters shall receive evidence of compliance with the requirements of the Bond Resolution relating to the issuance of additional Bonds in the form of the certification required by Section 5.12[(a) and (e)] of the Bond Resolution;

(g) A copy of the Blanket Issuer Letter of Representations with DTC;

(h) Evidence satisfactory to the Underwriter that the Series 2024 Bonds are rated, at the time of Closing, "[\_\_\_\_]" by Fitch Ratings Inc. ("Fitch"), "[\_\_\_\_]" by Kroll Bond Rating Agency ("Kroll"), and "[\_\_\_\_]" by Moody's Investors Service ("Moody's");

(i) A certificate of an authorized representative of [U.S. Bank Trust Company National Association, Fort Lauderdale, Florida] (the "Bank"), as Registrar and Paying Agent, dated the date of Closing, to the effect that (A) the Bank is a national association bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Bond Resolution, (C) the performance by the Bank of its functions under the Bond Resolution will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Resolution, (D) there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to such authorized representative's knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Resolution, and (E) the Series 2024 Bonds have been authenticated in accordance with the terms of the Bond Resolution;

(j) An executed copy of the Continuing Disclosure Certificate of the County, substantially in the form provided therefor in Appendix G to the Official Statement;

(k) At Closing, the Underwriters shall receive the letter of Ricondo & Associates (the "Airport Consultant") addressed to the County and the Underwriters, dated the Closing Date, substantially to the effect that the information in the Official Statement attributable to the Airport Consultant, including but not limited to the information in the sections therein entitled "THE COUNTY, THE AUTHORITY AND THE AIRPORT" and "LETTER OF THE AIRPORT CONSULTANT FOR THE SERIES 2024 BONDS AND REPORT OF THE AIRPORT CONSULTANT" and "APPENDIX C – LETTER OF THE AIRPORT CONSULTANT FOR THE SERIES 2024 BONDS AND REPORT OF THE AIRPORT CONSULTANT" attached thereto does not contain, to their knowledge, any untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) At Closing, the Underwriters shall receive such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue

Service in order to establish the exclusion from gross income, for federal income tax purposes, of the interest on the Series 2024 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel) and other evidence as the Senior Manager, Bond Counsel, or Counsel to the Underwriters may reasonably deem necessary, provided such additional legal opinions, certificates and other evidence are requested by the Senior Manager at least one (1) business day before Closing.

The foregoing opinions, certificates and other evidence shall be in form and substance satisfactory to the Senior Manager, including but not limited to, any certifications contained in any omnibus certificate delivered by the County in connection with the Closing.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the County shall be under any further obligation or liability to the other under this Bond Purchase Agreement, except as provided in Section 8 and except that the Good Faith Wire shall be returned to the Senior Manager by the County as provided in Section 3.

7. **Termination of Bond Purchase Agreement.** The Senior Manager may terminate this Bond Purchase Agreement, in its absolute discretion, without liability, by written notification to the County, if at any time subsequent to the date of this Bond Purchase Agreement and prior to the Closing:

(a) The marketability of the Series 2024 Bonds, in the reasonable opinion of the Senior Manager, has been materially adversely affected by an amendment to the Constitution of the United States of America or by any legislation (other than any actions taken by either House of Congress on or prior to the date of this Bond Purchase Agreement): (i) enacted or adopted by the United States of America; (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States of America, the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States of America or the Internal Revenue Service; or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States of America or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or any other authority or regulatory body of the United States of America, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States of America, or any comparable legislative, judicial or administrative development affecting the federal tax status of the County, its property or income, obligations of the general character of the Series 2024 Bonds, or any tax exemption of the Series 2024 Bonds; or

(b) Any legislation, rule, or regulation shall be enacted or adopted by any department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Senior Manager, materially affects

the market for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2024 Bonds to be purchased by them; or

(c) Any amendment or supplement to the Official Statement is proposed by the County or deemed necessary by Bond Counsel or Disclosure Counsel which, in the reasonable opinion of the Senior Manager, materially adversely affects the market price for the Series 2024 Bonds or the sale, at the prices stated in this Bond Purchase Agreement, by the Underwriters of the Series 2024 Bonds; or

(d) Legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the United States Securities and Exchange Commission (the "Commission") which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated distribution of the Series 2024 Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(e) Legislation shall be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Commission or any other governmental agency having jurisdiction of the subject matter of the Series 2024 Bonds shall have been issued or made (which is beyond the control of the Senior Manager or the County to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2024 Bonds, including all the underlying obligations as contemplated by this Bond Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2024 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2024 Bonds, as contemplated by this Bond Purchase Agreement; or

(f) There shall have occurred, after the signing of this Bond Purchase Agreement, either (i) a default with respect to any debt obligations of the County, or (ii) proceedings under the federal or State bankruptcy laws shall have been instituted by or against the County, in either case the effect of which, in the reasonable judgment of the Senior Manager, is such as to materially and adversely affect (A) the market price or the sale at the offering prices as stated in this Bond Purchase Agreement, by the Underwriters of the Series 2024 Bonds, or (B) the ability of the Underwriters to enforce contracts for the sale of the Series 2024 Bonds; or

(g) A general banking moratorium shall have been declared by the United States of America, New York or State authorities, which in the reasonable opinion of the Senior Manager, materially adversely affects the market price for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2024 Bonds; or

(h) Any national securities exchange, or any governmental authority, shall impose, as to the Series 2024 Bonds or any obligation of the general character of the Series 2024

Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, or the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange; or

(i) Legal action shall have been filed against the County or the Authority from which an adverse ruling would materially adversely affect the transactions contemplated by this Bond Purchase Agreement or by the Official Statement or the validity of the Series 2024 Bonds, the Bond Resolution, or this Bond Purchase Agreement; provided, however, that as to any such litigation, the County may request and the Senior Manager may accept an opinion by Bond Counsel, or of other counsel acceptable to the Senior Manager, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs are without merit; or

(j) Trading in any securities of the County shall have been suspended on any national securities exchange; or any proceeding shall be pending or threatened by the Commission against the County; or a general suspension of trading on the New York Stock Exchange or the American Stock Exchange or other national securities exchange, the effect of which, in the opinion of the Senior Manager, is to affect materially and adversely the market prices of the Series 2024 Bonds; or

(k) Any information shall have become known or an event shall have occurred which, in the Senior Manager's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Official Statement, as that information has been supplemented or amended, or causes the Official Statement, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required or necessary to be stated in the Official Statement in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the County, (1) the County fails to promptly amend or supplement the Official Statement in a manner which is reasonably acceptable in form and content to the Senior Manager, or (ii) the County agrees to the proposed amendment, and such disclosed information or event in the opinion of the Senior Manager, materially adversely affects the market price for the Series 2024 Bonds or their sale, at the prices stated in this Bond Purchase Agreement; or

(l) There shall have occurred an outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis after execution of this Bond Purchase Agreement which, in the opinion of the Senior Manager, would have a material adverse effect on the market price of the Series 2024 Bonds or their sale at the prices stated in this Bond Purchase Agreement;

(m) There shall have occurred a reduction or withdrawal in the following assigned ratings to the Series 2024 Bonds by Fitch, Krill or Moody's of ["\_\_\_"], ["\_\_\_"] or ["\_\_\_"]; or

(n) Trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange.

8. **Expenses.**

(a) The County agrees to pay all expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to: (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Bond Purchase Agreement) of copies of the Preliminary Official Statement and Official Statement; (ii) charges made by rating agencies for the ratings of the Series 2024 Bonds; (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, and of any other experts or consultants retained by the County; (iv) the cost of any consent letters, statements or certificates delivered by the County's accountants or consultants; (v) certain costs of issuance of the Series 2024 Bonds, (vi) out-of-pocket expenses of the County; and (vii) expenses incurred on behalf of the County employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment. If the Underwriters should incur any of the expenses described in clause (vii), on behalf of the County as part of the expense component of the Underwriters' discount, the County shall, as soon as practicable, reimburse the Underwriters in full.

(b) The Underwriters shall pay all expenses incident to the performance of their obligations under this Bond Purchase Agreement, including, but not limited to: (i) the cost of delivering the Series 2024 Bonds from New York, New York, to the purchasers; (ii) the fees and disbursements of Counsel to the Underwriters; and (iii) all other expenses incurred by them or any of them in connection with their offering and distribution of the Series 2024 Bonds, including the preparation, printing and separate distribution, if any, of any Blue Sky memoranda.

(c) Except as otherwise specifically set forth in this Bond Purchase Agreement, in the event either the County or the Underwriters shall have paid obligations of the other (including any employees of the County), as set forth in this Section, appropriate reimbursements and adjustments shall be made.

9. **Truth in Bonding Statement.** The County is proposing to issue the Series 2024 Bonds, the proceeds of which, together with certain other moneys of the County, will be used for the purpose of providing funds to: (a) pay the Costs of the Series 2024 Project; (b) fund the Reserve Requirement; and (c) pay certain costs of issuance.

The debt or obligation created by the Series 2024 Bonds is expected to be repaid over a period of approximately [\_\_\_\_] years. At an all-in true interest cost of [\_\_\_\_]%, the total interest paid over the life of the Series 2024 Bonds will be \$[\_\_\_\_]. The source of repayment or security for this proposal to issue the Series 2024 Bonds is exclusively limited to the Pledged Funds consisting primarily of the Net Revenues. Because (a) such Net Revenues may not be used by the County for any purpose other than for Airport purposes, (b) the taxing power of the County is not pledged or involved in the Series 2024 Bonds, (c) the Series 2024 Bonds and the interest on the Series 2024 Bonds do not constitute a debt of the County within the meaning of any constitutional or statutory provision, and (d) the faith and credit of the County are not pledged to the payment of the principal of or the interest on the Series 2024 Bonds, however authorizing the Series 2024

Bonds will result in an average of \$[\_\_\_\_\_] annually of Net Revenues, not being available to finance the other services of the County and the Airport for approximately [\_\_\_\_] years.

10. **Public Entity Crimes.** The Underwriters represent that each of them, including its employees, officers, directors, executives, partners, shareholders or agents who are active in the management of the entity, have not been charged with and convicted of a public entities crime pursuant to Section 287.133, Florida Statutes.

11. **Miscellaneous.**

(a) All notices, demands and formal actions shall be in writing and mailed, telegraphed, or delivered to:

The Senior Manager: BofA Securities, Inc.  
One Bryant Park, 12<sup>th</sup> Floor  
New York, New York 10036  
Attention: Cory Czyzewski

The County: Lee County  
2115 Second Street, 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901  
Attention: Finance Director

The Authority: Lee County Port Authority  
Southwest Florida International Airport  
11000 Terminal Access Road  
Fort Myers, Florida 33913-8894  
Attention: Executive Director

(or such other addresses as may be designated in writing to the other parties).

(b) This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors" and "assigns" shall not include any purchaser of any of the Series 2024 Bonds from the Underwriters merely because of such purchase.

(c) The County and the Authority each acknowledge and agree that (i) the Underwriters are not acting as municipal advisors within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the County and the Underwriters and the Underwriters have financial and other interests that differ from those of the County and the Authority, (iii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the agents, municipal advisor or fiduciaries of the County or the Authority, (iv) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the County or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective

of whether the Underwriters have provided other services or are currently providing other services to the County on other matters) and the Underwriters have no obligation to the County with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement and (v) the County has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

(d) All the representations, warranties, covenants and agreements of the County in this Bond Purchase Agreement shall remain operative and in full force and effect as if made on the date of this Bond Purchase Agreement and the Closing Date, regardless of (i) any investigation made by or on behalf of any of the Underwriters, or (ii) delivery of and any payment for the Series 2024 Bonds.

(e) The agreements contained in Sections 3 and 8 shall survive any termination of this Bond Purchase Agreement.

(f) Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

(g) If any provision of this Bond Purchase Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, or rule of public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

(h) This Bond Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties, including all oral statements, prior writings and representations with respect thereto. The Bond Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

(i) This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(j) This Bond Purchase Agreement shall be governed by the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(k) This Bond Purchase Agreement shall become effective upon the execution by the appropriate County and Authority officials of the acceptance of this Bond Purchase Agreement by the County and Authority and shall be valid and enforceable at the time of such acceptance.

**Senior Manager, on behalf of the  
Underwriters:**

**BOFA SECURITIES, INC.**

By: \_\_\_\_\_  
Cory Czyzewski, Managing Director

Signature page for Bond Purchase Agreement relating to  
Lee County, Florida Airport Revenue Bonds, Series 2024 (AMT)

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2024.

**LEE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

**APPROVAL BY LEE COUNTY PORT AUTHORITY**

The representations, warranties, covenants and agreements provided in the Bond Purchase Agreement relating to Lee County, Florida Airport Revenue Bonds, Series 2024 (AMT) in regard to the Lee County Port Authority have been duly approved by the Authority and the Authority agrees to do all things required thereof by the Bond Purchase Agreement.

**LEE COUNTY PORT AUTHORITY**

By: \_\_\_\_\_  
Chairman, Board of Port  
Commissioners

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

**SCHEDULE I**

**BOND TERMS**

\$[\_\_\_\_\_]

**Lee County, Florida**

**Airport Revenue Bonds, Series 2024 (AMT)**

Dated: Date of Delivery – [\_\_\_\_\_], 2024

	<b><u>Year</u></b> <b><u>(October 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
Serial Bonds					

\$ \_\_\_\_\_ - \_\_\_\_\_% Term Series 2024 Bonds, Due October 1, 20\_\_; Price – \_\_\_\_\_\*, Yield – \_\_\_\_\_%\*

\$ \_\_\_\_\_ - \_\_\_\_\_% Term Series 2024 Bonds, Due October 1, 20\_\_; Price – \_\_\_\_\_\*, Yield – \_\_\_\_\_%\*

\_\_\_\_\_  
First Interest Payment Date: [\_\_\_\_\_] 1, 20[\_\_\_]

**NET TO COUNTY AT CLOSING**

	<b>Series 2024 Bonds</b>
Par Amount of Series 2024 Bonds	\$[_____]
Plus/Less: [Net] Original Issue Premium/Discount	[_____]
Less: Underwriters' Discount	([_____])
Less: Good Faith Wire	[_____]
<b>Net to County</b>	<b><u>\$</u>[_____]</b>

**REDEMPTION**

**Optional Redemption for the Series 2024 Bonds**

[The Series 2024 Bonds maturing on or prior to October 1, 20[\_\_\_] are not subject to optional redemption prior to their respective maturities. The Series 2024 Bonds maturing on and after October 1, 20[\_\_\_] may be redeemed prior to their respective maturities, at the option of the County, upon at least thirty (30) days' notice, either in whole or in part, from any monies that may be available for such purpose, on any date on or after October 1, 20[\_\_\_], at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest to the redemption date, without premium.]

**Term Bonds Mandatory Redemption**

The Series 2024 Bonds maturing on October 1, 20[\_\_\_] are subject to mandatory redemption at the redemption price of par plus accrued interest on the dates and in the amount of Redemption Requirements set forth below:

Date (October 1)	Redemption Requirements
_____	_____
	\$

\*  
\_\_\_\_\_  
\*Maturity

The Series 2024 Bonds maturing on October 1, 20[ ] are subject to mandatory redemption at the redemption price of par plus accrued interest on the dates and in the amount of Redemption Requirements set forth below:

<u>Date</u> <u>(October 1)</u>	<u>Redemption</u> <u>Requirements</u>
-----------------------------------	--

\$

\*  
\*Maturity

**SCHEDULE II**  
**DISCLOSURE LETTER**

[\_\_\_\_\_], 2024

Board of County Commissioners of  
Lee County, Florida  
2115 Second Street  
Fort Myers, Florida 33901

\$[\_\_\_\_\_]  
**Lee County, Florida**  
**Airport Revenue Bonds, Series 2024 (AMT)**

Ladies and Gentlemen:

Pursuant to Section 218.85, Florida Statutes, and in reference to the issuance by Lee County, Florida (the "County") of the Airport Revenue Bonds Series 2024 (AMT) (the "Series 2024 Bonds"), BofA Securities, Inc. (the "Senior Manager"), acting on behalf of itself and [\_\_\_\_\_] (collectively with the Senior Manager, the "Underwriters"), in connection with their offer to enter into this Bond Purchase Agreement (the "Bond Purchase Agreement") dated [\_\_\_\_\_], 2024, by and among the Underwriters and County, makes the following disclosures to the County.

The Underwriters are acting as investment bankers to the County for the public offering of the Series 2024 Bonds issued in the aggregate principal amount of \$[\_\_\_\_\_]. The underwriters' discount to be paid to the Underwriters for the Series 2024 Bonds is \$[\_\_\_\_\_].

1. Expenses estimated to be incurred by the Underwriters in connection with the issuance of the Series 2024 Bonds:

	<b>\$/1,000</b>	<b>Amount</b>
	\$[_____]	\$[_____]
<b>TOTAL</b>	\$[_____]	\$[_____]

2. Names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of an underwriter, bank, banker or financial consultant or advisor and who enters into an understanding with either the County or the Underwriters, directly, expressly or impliedly, to act solely as an intermediary between the County

and the Underwriters for the purpose of influencing any transaction in the purchase of the Series 2024 Bonds:

None

3. The amount of underwriting spread expected to be realized:

	<b>Dollar Amount</b>	<b>Per Bond/1000</b>
Average Takedown	\$[_____]	\$[_____]
Management Fee		
Expenses		
<b>TOTAL</b>	<b>\$[_____]</b>	<b>\$[_____]</b>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4. Any other fee, bonus and other compensation estimated to be paid by the Underwriters in connection with the Series 2024 Bonds to any person not regularly employed or retained by the Underwriters:

None

5. The name and address of the Underwriters connected with the Series 2024 Bonds:

See attached list

Very truly yours,

**BOFA SECURITIES, INC., on behalf of  
the Underwriters**

By: \_\_\_\_\_  
Cory Czyzewski, Managing Director

**NAMES AND ADDRESSES OF THE UNDERWRITERS**

BofA Securities, Inc. (Senior Manager)  
One Bryant Park, 12<sup>th</sup> Floor  
New York, New York 10036  
Attn: Cory Czyzewski, Managing Director

[TO COME]

**EXHIBIT A**

**FORM OF LEE COUNTY ATTORNEY OPINION**

[\_\_\_\_\_], 2024

Board of County Commissioners  
of Lee County, Florida  
Fort Myers, Florida

BofA Securities, Inc., as representative  
of the Underwriters  
New York, New York

Ladies and Gentlemen:

This letter shall serve as the opinion of the County Attorney of Lee County, Florida (the "County") and the Lee County Port Authority (the "Authority") pursuant to the Bond Purchase Agreement, dated [\_\_\_\_\_], 2024 (the "Purchase Agreement"), between the County and BofA Securities, Inc., as representative of itself, [\_\_\_\_\_] (collectively, the "Underwriters"). I have participated in various proceedings in connection with the sale and issuance by the County of its \$[\_\_\_\_\_] Airport Revenue Bonds, Series 2024 (AMT) (the "Series 2024 Bonds"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

In my capacity as County Attorney and as counsel to the Authority in connection with the issuance of the Series 2024 Bonds, I have reviewed, among other things: (i) the Act; (ii) the Bond Resolution; (iii) the Authority Resolution; (iv) the Continuing Disclosure Certificate; (v) Purchase Agreement; (vi) the Use Agreements; (vii) the Official Statement relating to the Series 2024 Bonds (the "Official Statement"); and (viii) such other documents, agreements, leases, certificates and affidavits relating to the issuance of the Series 2024 Bonds as we have deemed necessary to render the opinions expressed in this letter. The documents set forth in (iv)-(viii) above are referred to collectively in this letter as the "County Documents."

I am of the opinion that:

(1) The County is a political subdivision of the State of Florida duly organized and validly existing under the Constitution and laws of the State of Florida with full power and authority to consummate all transactions contemplated by the County Documents, the Bond Resolution and the Series 2024 Bonds and any and all other agreements relating thereto, to which the County is a party.

(2) The County has duly adopted the Bond Resolution, the Authority has duly adopted the Authority Resolution and the County Documents have been duly and validly authorized, executed and delivered by the County and each constitutes legal, valid and binding obligations of

the County enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and by the availability of equitable remedies.

(3) To the best of my knowledge, all approvals, consents and orders or any filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2024 Bonds or the execution and delivery of or the performance by the County of its obligations under the County Documents, the Bond Resolution and the Series 2024 Bonds or the performance by the Authority under the Authority Resolution have been obtained or made and any consents, approvals and orders so received or filings so made are in full force and effect; provided, however that no representation is made concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states.

(4) The adoption of the Bond Resolution and the Authority Resolution, the performance by the County of its obligations under the Bond Resolution and performance by the Authority under the Authority Resolution, and the authorization, execution, delivery and performance of the obligations of the County under the County Documents and the Series 2024 Bonds and any other agreement or instrument to which the County is a party, used or contemplated by the Bond Resolution, or any of the County Documents or by the Official Statement in connection with the issuance of the Series 2024 Bonds, and the compliance with the provisions of each such instrument do not, and will not, conflict with or violate the Act, or any existing federal or state law, administrative regulation, rule, decree or order, or to the best of my knowledge, constitute or result in a breach of or default under a material provision of any agreement or instrument to which the County or its properties, or any of the officers of the County, are subject or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the terms of the Constitution of the State of Florida, any law or, to the best of our knowledge, any instrument or agreement.

(5) The County has duly authorized the distribution by the Underwriters of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(6) Except as otherwise described in the Official Statement, no litigation or other proceedings are pending in the Circuit Court of the 20th Judicial Circuit in and for Lee County, Florida or in the United States District Court for the Middle District of Florida or, to the best of my knowledge, threatened in any court or other tribunal, state or federal (a) restraining or enjoining, or seeking to restrain or enjoin, the issuance sale, execution or delivery of any of the Series 2024 Bonds or the execution, delivery and performance of the County Documents or the construction of the Series 2024 Project, (b) in any way questioning or affecting (i) the validity or enforceability of the Series 2024 Bonds, or (ii) any proceedings of the County taken with respect to the issuance or sale of the Series 2024 Bonds, or (iii) the adoption of the Bond Resolution or Authority Resolution, or (iv) the pledge of the Pledged Funds pursuant to the Bond Resolution for the purposes described in the Official Statement, or (v) the existence or powers of the County or the Authority, or (vi) the title to office of the members of the Board of County Commissioners or the Board of Port Commissioners; or (c) in any way questioning or affecting the authority for the issuance and sale of the Series 2024 Bonds, or of any provision, program or transactions made or authorized for their payment; or (d) questioning or affecting the power and authority of the County

to issue the Series 2024 Bonds and collect Revenues (as defined in the Bond Resolution), construct the Series 2024 Project or undertake any other transactions contemplated by the Official Statement; or (e) which a final adverse decision is likely to have a material adverse effect upon the collection of the Revenues or the contemplated use of the proceeds of the Series 2024 Bonds.

(7) With respect to the information contained in the Preliminary Official Statement and the Official Statement, other than information regarding DTC and its book-entry system and the information provided by the Underwriters under the heading "UNDERWRITING," and financial, engineering and statistical data included therein as to all of which no opinion is expressed, based upon my review of the Preliminary Official Statement and the Official Statement as County Attorney and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Official Statement and the Official Statement, I have no reason to believe that the information contained in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the date hereof, relating to legal matters contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Respectfully submitted,

County Attorney

**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

[\_\_\_\_\_], 2024

BofA Securities, Inc., as  
Senior Manager on behalf  
of the Underwriters  
New York, New York

Ladies and Gentlemen:

We have served as Bond Counsel to Lee County, Florida (the "County") in connection with the issuance and sale by the County of its \$[\_\_\_\_\_] Airport Revenue Bonds, Series 2024 (AMT) (the "Series 2024 Bonds") to BofA Securities, Inc., as representative of itself and [\_\_\_\_\_] (collectively, the "Underwriters"), pursuant to the Bond Purchase Agreement dated [\_\_\_\_\_] , 2024 (the "Purchase Agreement") and we have participated in various proceedings related thereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

We have examined, among other things, the Act, the Bond Resolution, the proceedings of the County with respect to the authorization and issuance of the Series 2024 Bonds, the Official Statement and the Purchase Agreement, and have made such other examination of applicable Florida and other laws as we have deemed necessary in giving this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the County contained in the Bond Resolution and the Purchase Agreement, the certified proceedings and other certifications of public officials furnished to us, and certifications furnished to us by or on behalf of the County, without undertaking to verify the same by independent investigation.

Based on the foregoing, under existing law, we are of the opinion that:

1. The Purchase Agreement has been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the other parties thereto, is valid and binding upon the County, subject to any applicable bankruptcy, reorganization, moratorium, liquidation, readjustment of debt, insolvency or other similar laws affecting creditors' rights and remedies generally heretofore or hereafter enacted to the extent constitutionally applicable, and subject to the exercise of judicial discretion in appropriate cases in accordance with general principles of equity.

2. The County has authorized the execution, delivery and distribution of the Official Statement.

3. The Series 2024 Bonds are not subject to the registration requirement of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

4. The information contained in the Preliminary Official Statement, as of its date (other than omissions therefrom permitted by Rule 15c2-12 promulgated by the United States Securities and Exchange Commission), and the Official Statement, as of its date and as of the date hereof, under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2024 BONDS" (except for the information regarding The Depository Trust Company and information contained in the subheading "Book-Entry Only System" therein), "SECURITY FOR THE BONDS" (other than the financial, statistical and demographic information included therein, as to all of which no opinion is expressed) insofar as such statements purport to be summaries of certain provisions of the Series 2024 Bonds and the Bond Resolution, constitute a fair summary of the information purported to be summarized therein. The statements in the Preliminary Official Statement and the Official Statement on the cover relating to our opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth. It should be noted that such summaries do not purport to summarize all of the provisions of, and are qualified in their entirety by, the complete documents or provisions which are summarized.

We express no opinion as to the information contained in the Preliminary Official Statement and the Official Statement other than as provided in paragraph 4. above. The opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation or duty to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Of even date herewith, we have delivered our Bond Counsel Opinion with respect to the Series 2024 Bonds. This letter shall confirm that you may rely on such opinion as if it were addressed to you; provided, however, no attorney-client relationship has existed or exists between our firm and you in connection with the Bonds and by virtue of this opinion letter or our Bond Counsel Opinion.

We are furnishing this letter to you, as Underwriters of the Series 2024 Bonds, solely for your benefit. The letter is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Respectfully submitted,

**EXHIBIT C**

**CERTIFICATE OF REPRESENTATIVE REGARDING ISSUE PRICE**

**\$[\_\_\_\_\_]  
Airport System Revenue Bonds,  
Series 2024 (AMT)**

**Dated as of [\_\_\_\_\_] , 2024**

BofA Securities, Inc. (the "Representative"), on behalf of itself, and [\_\_\_\_\_] (collectively, the "Underwriting Group"), as underwriters for the bonds identified above (the "Issue"), issued by Lee County, Florida (the "Issuer"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

**(1) Issue Price.**

**[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):**

(A) As of the date of this certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated [\_\_\_\_], for the Issue (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is \$[\_\_\_\_\_] (the "Issue Price").]

**[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii)):**

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, the Underwriting Group offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement, the Underwriting Group has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any unsold portion of such Maturity to any person at a price that is higher than the

Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no underwriter has offered or sold any unsold bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.

**[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):**

(A) [The Underwriter offered, on or before the Sale Date, each Maturity of the Issue to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated [\_\_\_\_], for the Issue (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is \$[\_\_\_\_\_] (the "Issue Price").

(B) As set forth in the Bond Purchase Agreement, [the Underwriter has agreed in writing that, (i) for each Maturity of the Issue, it would neither offer nor sell any unsold portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any unsold bonds of any Maturity of the Issue at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.]

[(B),(E), or (C)] Definitions. [**NOTE:** If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["**Holding Period**" means, for each Hold-the-Offering-Price Maturity of the Issue, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Issue to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"**Maturity**" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"**Public**" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

**"Sale Date"** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Issue. The Sale Date of the Issue is [\_\_\_\_\_], 2024.

**"Underwriter"** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer's Tax Compliance Certificate or in Attachment A to it.

The signer is an officer of the Representative and duly authorized to execute and deliver this Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Nabors, Giblin & Nickerson, P.A. (Bond Counsel), in connection with rendering their opinions that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that they may give to the Issuer from time to time relating to the Issue. Notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the Issuer and Bond Counsel.

Dated: [\_\_\_\_\_], 2024

**BOFA SECURITIES, INC.**, as  
Representative of the Underwriters

By: \_\_\_\_\_  
Cory Czyzewski, Managing Director

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**GENERAL RULE MATURITIES**

	<u>Year</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
Serial Bonds					

\$ \_\_\_\_\_ - \_\_\_\_\_% Term Series 2024 Bonds, Due October 1, 20\_\_; Price – \_\_\_\_\_, Yield – \_\_\_\_\_%\*  
 \$ \_\_\_\_\_ - \_\_\_\_\_% Term Series 2024 Bonds, Due October 1, 20\_\_; Price – \_\_\_\_\_, Yield – \_\_\_\_\_%\*

**HOLD-THE OFFERING PRICE MATURITIES**

	<u>Year</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
Serial Bonds					

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

**EXHIBIT D**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") dated \_\_\_\_\_, 2024 is executed and delivered by Lee County, Florida (the "Issuer") in connection with the issuance by the Issuer of its \$\_\_\_\_\_ Airport Revenue Bonds, Series 2024 (AMT) (the "Bonds"). The Bonds are being issued pursuant to Resolution No. 00-03-04, adopted by the Board of County Commissioners of Lee County, Florida (the "Board"), on March 13, 2000, as amended, and as further amended and restated in its entirety by Resolution No. 24-\_\_-\_\_, adopted by the Board on \_\_\_\_\_, 2024, as particularly supplemented by Resolution No. 24-\_\_-\_\_, adopted by the Board on \_\_\_\_\_, 2024 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially, Digital Assurance Certification LLC, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at <http://www.emma.msrb.org>.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the 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 governmental 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.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal {25698/015/02711418.DOCv4}

securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, 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 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

### SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than April 30th following the end of the Issuer's previous fiscal year, commencing with the report for the fiscal year ended September 30, 2024, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report by no later than the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to

immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated \_\_\_\_\_, 2024 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the following tabular historical financial and operating data set forth in the Official Statement in the tables entitled:

- (i) Airlines Serving the Airport System,
- (ii) Historical Enplanements by Carrier Type,
- (iii) Historical Enplanements by Airline,
- (iv) Historical Landed Weight by Airline,
- (v) Primary Domestic Origin and Destination Passenger Airports,
- (vi) Historical Aircraft Operations,
- (vii) Historical Statement of Net Revenues, and
- (viii) Passenger Facility Charges.

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

#### SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. 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 Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds, if material;
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and
17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Digital Assurance Certification, L.L.C.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be 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 Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2024

LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman, Board of County Commissioners

ACKNOWLEDGED BY:

DIGITAL ASSURANCE CERTIFICATION L.L.C.,  
as Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Issuer: Lee County, Florida

Obligated Person: \_\_\_\_\_

Name(s) of Bond Issue(s): Airport Revenue Bonds, Series 2024 (AMT)

Date(s) of Issuance: \_\_\_\_\_, 2024

Date(s) of Disclosure Certificate: \_\_\_\_\_

CUSIP Number: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate between the Issuer and Digital Assurance Certification, L.L.C., as Dissemination Agent. [The Issuer has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by\_\_\_\_\_].

Dated:\_\_\_\_\_

Digital Assurance Certification, L.L.C., as Dissemination Agent, on behalf of the Issuer

\_\_\_\_\_

cc:

**EXHIBIT B**  
**EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

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Issuer's Six-Digit CUSIP Number:

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---

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

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Number of pages attached: \_\_\_\_

\_\_\_\_ Description of Notice Events (Check One):

1. \_\_\_\_ "Principal and interest payment delinquencies;"
2. \_\_\_\_ "Non-Payment related defaults, if material;"
3. \_\_\_\_ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. \_\_\_\_ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. \_\_\_\_ "Substitution of credit or liquidity providers, or their failure to perform;"
6. \_\_\_\_ "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 Bonds, or other material events affecting the tax status of the Bonds;"
7. \_\_\_\_ "Modifications to rights of securities holders, if material;"
8. \_\_\_\_ "Bond calls, if material, and tender offers;"
9. \_\_\_\_ "Defeasances;"
10. \_\_\_\_ "Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11. \_\_\_\_ "Rating changes;"
12. \_\_\_\_ "An Event of Bankruptcy or similar event of an Obligated Person;"
13. \_\_\_\_ "The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14. \_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."
15. \_\_\_\_ "Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;"

16.\_\_\_\_\_"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;" and

17.\_\_\_\_\_"Failure to provide annual financial information as required."

I hereby represent that I am authorized by the Issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
315 E. Robinson Street, Suite 300  
Orlando, Florida 32801  
407-515-1100

Date:

**EXHIBIT E**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

NEW ISSUE - BOOK-ENTRY ONLY

RATINGS: See "RATINGS" herein

*In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2024 Bonds (as hereinafter defined) is excluded from gross income of the holders of such Series 2024 Bonds for federal income tax purposes, except that such exclusion shall not apply during any period such Series 2024 Bonds are held by a "substantial user" of the facilities financed or refinanced with proceeds of the Series 2024 Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended, and such interest is an item of tax preference for purposes of the federal alternative minimum tax and, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations. Such interest may be subject to other federal income tax consequences referred to herein under "TAX MATTERS."*

\$ \_\_\_\_\_ \*

**LEE COUNTY, FLORIDA  
AIRPORT REVENUE BONDS,  
SERIES 2024 (AMT)**

**Dated: Date of Delivery**

**Due: October 1 in the years as shown on inside cover**

Lee County, Florida (the "County") will be issuing its Lee County, Florida Airport Revenue Bonds, Series 2024 (AMT) (the "Series 2024 Bonds") as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"). The Lee County Port Authority (the "Authority") was created by the County in 1990 and is responsible for the operation, management and development of all properties, facilities, systems and personnel associated with air and sea transportation and commerce within the County, which properties and facilities include the Southwest Florida International Airport (the "Airport System").

DTC will act as securities depository for the Series 2024 Bonds. Purchasers of the Series 2024 Bonds will not receive certificates representing their interests in the Series 2024 Bonds purchased. Ownership by the beneficial owners of the Series 2024 Bonds will be evidenced by book-entry only. Principal of, premium, if any, and interest on the Series 2024 Bonds will be paid by U.S. Bank National Association, Fort Lauderdale, Florida, as Bond Registrar and Paying Agent, to DTC, which in turn will remit such principal, premium, if any, and interest payments to its participants for subsequent disbursement to the beneficial owners of the Series 2024 Bonds. As long as Cede & Co. is the registered owner as nominee of DTC, payments on the Series 2024 Bonds will be made to such registered owner, and disbursement of such payments to beneficial owners will be the responsibility of DTC and its participants. See "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System" herein. Interest on the Series 2024 Bonds is payable on October 1 and April 1 of each year, with the first interest payment date being April 1, 2025.

The Series 2024 Bonds are subject to redemption prior to maturity, as more particularly described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS – Redemption" herein.

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The Series 2024 Bonds will be issued pursuant to Resolution No. 00-03-04, adopted by the Board of County Commissioners of Lee County, Florida (the "Board"), on March 13, 2000, as amended, and as further

amended and restated in its entirety by Resolution No. 24-\_\_-\_\_, adopted by the Board on September 5, 2024, as particularly supplemented by Resolution No. 24-\_\_-\_\_, adopted by the Board on September 5, 2024 (collectively, the "Bond Resolution"). The Authority has adopted resolutions concurring in the adoption of the Bond Resolution by the County and agreeing to be bound by and comply with all the terms, covenants and provisions of the Bond Resolution.

The Series 2024 Bonds are being issued by the County to provide funds to (1) finance all or a portion of the costs of Series 2024 Project (as defined herein), (2) make a deposit to the Reserve Account, and (3) to pay the costs of issuance of the Series 2024 Bonds. See "SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein for more information.

**The County has adopted certain amendments to the Bond Resolution (the "Amendments"). At the time of issuance of the Series 2024 Bonds, the initial Holders of such Series 2024 Bonds, through their purchase of the Series 2024 Bonds, shall be deemed to have provided their irrevocable written consent in writing to the Amendments. Such Amendments will be effective upon the issuance of the Series 2024 Bonds and shall be binding on all future Series 2024 Bondholders. See "SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION" and "SECURITY FOR THE BONDS" herein, and "APPENDIX D-1 Copy of the Bond Resolution" and "APPENDIX D-2 Amendments to the Bond Resolution" attached hereto for a complete description of such Amendments.**

The payment of principal of and interest on the Series 2024 Bonds is secured equally and ratably by a first lien upon, security interest in and pledge of (1) Net Revenues, (2) the amounts on deposit in the Sinking Fund, and all Accounts therein, except as provided in the Bond Resolution; the Subordinated Indebtedness Fund (other than the proceeds of Subordinated Indebtedness); the Renewal, Replacement and Improvement Fund; and the Airport Fund, each established by the Bond Resolution, (3) until expended, the amounts on deposit in the applicable Subaccounts of the Project Fund with respect to any particular Series of Bonds, and (4) any Available Revenues, if any, pledged to the payment thereof (collectively, the "Pledged Funds"). See "SECURITY FOR THE BONDS" herein. The Series 2024 Bonds will be issued on parity with the County's outstanding Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (the "Series 2015 Bonds"), Airport Revenue Refunding Bonds, Series 2021A (AMT) (the "Series 2021A Bonds"), and Airport Revenue Bonds, Series 2021B (AMT) (the "Series 2021B Bonds," and together with the Series 2015 Bonds, and the Series 2021A Bonds, the "Parity Bonds"). The Series 2024 Bonds, the Parity Bonds, and any Additional Parity Bonds subsequently issued pursuant to the Bond Resolution are herein referred to as the "Bonds". On June 25, 2020, the County adopted Resolution No. 20-06-30 (the "PFC Resolution") which pledged the PFC Revenues as additional security for the Series 2015 Bonds. In a Supplemental Resolution that authorized the Series 2021A Bonds, the County pledged the PFC Revenues as additional security for a portion of the 2021A Bonds. In the Supplemental Resolution that authorized the Series 2024 Bonds, the County pledged the PFC Revenues as additional security for the Series 2021B Bonds. In the Supplemental Resolution that authorized the Series 2024 Bonds, the County pledged the PFC Revenues as additional security for a portion of the Series 2024 Bonds. The Series 2015 Bonds, a portion of the Series 2021A Bonds, the 2021B Bonds and a portion of the Series 2024 Bonds are collectively, referred herein as the "PFC Pledged Bonds". See "INTRODUCTION – Passenger Facility Charges" and "SECURITY FOR THE BONDS" herein for more information regarding Available Revenues.

**[Together with the Parity Bonds, the Series 2024 Bonds are secured by the Reserve Account in an amount equal to the Reserve Requirement for the Bonds (each as further defined and described herein). Amounts in the Reserve Account are required to be used to pay the principal of, premium, if any, and interest on the Bonds when the money in the other Accounts within the Sinking Fund is insufficient therefor.]**

Based on market conditions in existence at the time of pricing, the County will determine whether or not to purchase municipal bond insurance on all, some or none of the Series 2024 Bonds. See "OPTIONAL MUNICIPAL BOND INSURANCE" herein.

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**THE BONDS AND THE INTEREST THEREON WILL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE CONSTITUTION OR ANY STATUTE OF THE STATE OF FLORIDA BUT WILL BE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY PAYABLE AND SECURED AS PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE COUNTY OR THE AUTHORITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION, NOR SHALL ANY BOND HOLDER BE ENTITLED TO PAYMENT OF ANY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION FROM ANY FUNDS OF THE COUNTY OR THE AUTHORITY OTHER THAN THE SOURCES SPECIFIED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS" HEREIN.**

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This cover page contains certain information for quick reference only. It is not a summary of the transaction or the underlying transaction documents. Investors must read the entire Official Statement, including the appendices, to obtain information essential to making an informed investment decision. See "CERTAIN INVESTMENT CONSIDERATIONS" herein for a discussion of certain factors that should be considered by prospective purchasers of the Series 2024 Bonds.

*The Series 2024 Bonds are offered in book-entry form when, as and if issued and received, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed on for the County and the Authority by Richard Wm. Wesch, Esquire, County Attorney. Certain legal matters will be passed on for the County by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel. Certain legal matters will be passed on for the Underwriters by GrayRobinson. P.A., Tampa, Florida, Counsel to the Underwriters. It is expected that the Series 2024 Bonds will be available for delivery through the facilities of DTC on or about \_\_\_\_\_, 2024.*

**BofA Securities**

**J.P. Morgan**

**Raymond James**

Dated: \_\_\_\_\_, 2024

---

\*Preliminary, subject to change.

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

\$ \_\_\_\_\_\*  
**LEE COUNTY, FLORIDA  
AIRPORT REVENUE BONDS,  
SERIES 2024 (AMT)**

\$ \_\_\_\_\_\* **Serial Series 2024 Bonds**

<u>Maturity</u> <u>(October 1)*</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>Initial CUSIP</u> <u>Numbers**</u>
--	------------------------------------	--------------------------------	--------------	--------------	--

\$ \_\_\_\_\_\* \_\_\_\_% Term Series 2024 Bonds due on October 1, \_\_\_\_-- Price \_\_\_\_ --  
Yield \_\_\_\_%-- Initial CUSIP Number \_\_\_\_\_\*\*

\* Preliminary, subject to change.

\*\* Neither the County, the Authority, nor the Underwriters are responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the County, the Authority or the Underwriters as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The County has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**LEE COUNTY, FLORIDA AND LEE COUNTY PORT AUTHORITY**

**BOARD OF COUNTY COMMISSIONERS AND  
BOARD OF PORT COMMISSIONERS**

Mike Greenwell, Chairman  
Kevin Ruane, Vice Chairman  
Brian Hamman  
Cecil L. Pendergrass  
Ray Sandelli

David Harner  
County Manager

Richard Wm. Wesch, Esq.  
County Attorney  
Attorney to the Authority

**CLERK OF CIRCUIT COURT**

Kevin C. Karnes

**AIRPORT OFFICIALS**

Steven C. Hennigan C.M., A.C.E.  
Executive Director, CEO

Brian W. McGonagle  
Deputy Executive Director, Administration, CFO

Emily Underhill, P.E., A.A.E.  
Deputy Executive Director, Development

Mark R. Fisher  
Senior Deputy Executive Director, Aviation

Dave Amdor, CPA  
Department Director – Finance

**BOND COUNSEL**

Nabors, Giblin & Nickerson, P.A.

**DISCLOSURE COUNSEL**

Bryant Miller Olive P.A.

**FINANCIAL ADVISOR**

PFM Financial Advisors LLC

**AIRPORT CONSULTANT**

Ricondo & Associates

No dealer, broker, salesman or other person has been authorized by Lee County, Florida (the "County") or the Underwriters to give any information or to make any representations in connection with the offering of the Series 2024 Bonds, other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 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 set forth herein has been obtained from the County, The Depository Trust Company ("DTC") and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters. The Underwriters listed on the cover page hereof 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. The information and expressions of opinion stated herein are subject to change, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

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. Any information, estimates, assumptions and matters of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the County since the date hereof.

**THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 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 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 CONTAINS STATEMENTS WHICH, TO THE EXTENT THEY ARE NOT RECITATIONS OF HISTORICAL FACT, CONSTITUTE "FORWARD-LOOKING STATEMENTS." IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTENT," "BELIEVE" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. A NUMBER OF FACTORS AFFECTING THE COUNTY'S BUSINESS AND FINANCIAL RESULTS COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE STATED IN THE FORWARD-LOOKING STATEMENTS.

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.MRSB.ORG. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED OR SAVED IN FULL DIRECTLY FROM THE AFOREMENTIONED WEBSITES.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COUNTY OR THE UNDERWRITERS AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2024 BONDS.

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**OFFICIAL STATEMENT**

\$ \_\_\_\_\_ \*

**LEE COUNTY, FLORIDA  
AIRPORT REVENUE BONDS,  
SERIES 2024 (AMT)**

**INTRODUCTION**

This Official Statement is furnished by Lee County, Florida (the "County") to provide information regarding the Southwest Florida International Airport and the County's \$ \_\_\_\_\_ \* aggregate principal amount of Lee County, Florida Airport Revenue Bonds, Series 2024 (AMT) (the "Series 2024 Bonds"). The Series 2024 Bonds are being issued under the authority granted to the County pursuant to the Constitution and laws of the State of Florida, including Chapters 125, Part I, and 332, Florida Statutes, and other applicable laws. The Series 2024 Bonds will be issued pursuant to Resolution No. 00-03-04, adopted by the Board of County Commissioners of Lee County, Florida (the "Board"), on March 13, 2000, as amended, and as further amended and restated in its entirety by Resolution No. 24-\_\_-\_\_, adopted by the Board on September 5, 2024, as particularly supplemented by Resolution No. 24-\_\_-\_\_, adopted by the Board on September 5, 2024 (collectively, the "Bond Resolution"). For a complete description of the terms and conditions of the Series 2024 Bonds, reference is made to the Bond Resolution attached as APPENDIX D-1. All terms defined in the Bond Resolution shall have the same meanings in this Official Statement unless indicated to the contrary or the context expressly requires otherwise. All information included herein has been provided by the County, except where attributed to other sources. The description of the Series 2024 Bonds and the documents authorizing and securing the same and the information from the summaries of all reports, statutes, documents and other instruments referred to herein do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each such report, statute, document or instrument. All references to such documents are qualified in their entirety by reference to the definitive forms thereof. Definitive copies of all reports and documents not reproduced in this Official Statement and further information with regard to the County may be obtained from the Clerk at P.O. Box 398, 2115 Second Street, Fort Myers, Florida 33902, telephone (239) 533-2100.

The Series 2024 Bonds are being issued by the County to provide funds to (1) finance all or a portion of the costs of Series 2024 Project (as defined herein), (2) make a deposit to the Reserve Account, and (3) to pay the costs of issuance of the Series 2024 Bonds. See "SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS" herein for more information.

The County is a political subdivision of the State of Florida ("State") and is governed by a five-member the Board of County Commissioners of Lee County, Florida (the "Board"). The County is located on the Gulf of Mexico in the southwestern portion of the State and encompasses approximately 811 square miles, including several small islands in the Gulf of Mexico. Four incorporated municipalities are located on the mainland: Fort Myers, Estero, Bonita Springs and Cape Coral. There are two other island municipalities. The Town of Fort Myers Beach is located on Estero Island and the City of Sanibel is situated on Sanibel Island. The unincorporated communities include Lehigh Acres, North Fort Myers, Tice, Alva, Matlacha, Bokeelia, St. James City and Captiva Island. The County in 2023 had an estimated population of

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\*Preliminary, subject to change.

750,493. The County owns and, through the Lee County Port Authority (the "Authority"), operates the Airport System. See "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM" herein.

The Authority was created by the County in 1990 and is responsible for the operation, management and development of all properties, facilities, systems and personnel associated with air and sea transportation and commerce within the County, which properties and facilities currently consist of the Airport System and Page Field (described below). The Airport System currently does not include Page Field. The Board of Port Commissioners (the "Port Authority Board") is the governing body of the Authority. The members of the Board also serve as members of the Port Authority Board.

The County owns, and through the Authority, operates certain aviation facilities and airports, including a commercial air carrier airport, which includes Page Field, an executive and general aviation airport. The Airport System, which began operations on May 14, 1983, is a commercial air carrier airport serving Southwest Florida. The Airport System is located adjacent to Interstate 75 approximately 15 miles southeast of the downtown business center of the City of Fort Myers. Page Field is the area's former commercial airport, and it is now operated by the Authority, as a reliever airport. See "- Enplaned Passengers at the Airport System" herein for a description of historical enplanements at the Airport System.

"Airport System" is defined in the Bond Resolution to mean (i) the Southwest Florida International Airport owned by the County and operated by the Authority, including all improvements and facilities now in existence, as said Airport System may be hereafter added to, extended, improved or constructed and equipped, and (ii) any other aviation facility or airport acquired or constructed by the County; provided that, the Airport System shall not include Page Field or any additions, extensions or improvements thereto, unless (a) the County shall by Supplemental Resolution, expressly add Page Field to the Airport System, and (b) shall deliver to the Clerk (1) confirmation from each Rating Agency then maintaining a rating at the request of the Authority on any Bonds outstanding hereunder that adding Page Field 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. For purposes of utilizing proceeds of Bonds in accordance with Section 5.30 of the Bond Resolution, Page Field shall be considered part of the Airport System. Special Purpose Facilities shall not be part of the Airport System except as otherwise provided by Supplemental Resolution so long as Special Purpose Facility Debt is outstanding with respect to such Special Purpose Facilities. At the date hereof, the Airport System only consists of Southwest Florida International Airport.

For more information, see "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM" herein.

**The County has adopted certain amendments to the Bond Resolution (the "Amendments"). At the time of issuance of the Series 2024 Bonds, the initial Holders of such Series 2024 Bonds, through their purchase of the Series 2024 Bonds, shall be deemed to have provided their irrevocable written consent to the Amendments. Such Amendments will be effective upon the issuance of the Series 2024 Bonds and shall be binding on all future Series 2024 Bondholders. See "SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION" and "SECURITY FOR THE BONDS" herein, and "APPENDIX D-1 Copy of the Bond Resolution" and "APPENDIX D-2 Amendments to the Bond Resolution" attached hereto for a complete description of such Amendments.**

The statements contained in this Official Statement that purport to summarize provisions of the Bond Resolution contain summaries of the Bond Resolution as of the date of issuance of the Series 2024 Bonds, which take into account the implementation of such Amendments. See "APPENDIX D-2 Amendments to the Bond Resolution" attached hereto for a description of the Amendments.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

The payment of principal of and interest on the Series 2024 Bonds is secured equally and ratably by a first lien upon, security interest in and pledge of (1) Net Revenues, (2) the amounts on deposit in the Sinking Fund, and all Accounts therein, except as provided in the Bond Resolution; the Subordinated Indebtedness Fund (other than the proceeds of Subordinated Indebtedness); the Renewal, Replacement and Improvement Fund; and the Airport Fund, each established by the Bond Resolution, (3) until expended, the amounts on deposit in the applicable Subaccounts of the Project Fund with respect to any particular Series of Bonds, and (4) Available Revenues, if any, pledged to the payment thereof (collectively, the "Pledged Funds"). On June 25, 2020, the County adopted Resolution No. 20-06-30 which pledged a portion of the passenger facility charges ("PFCs") as additional security for the Parity Bonds (as defined herein) (the "PFC Revenues"). The Series 2024 Bonds shall also be payable from Available Revenues. The PFC Revenues shall be treated as Revenues under the Bond Resolution. See "INTRODUCTION – Passenger Facility Charges" and "SECURITY FOR THE BONDS" herein for more information regarding PFC Revenues. The Series 2024 Bonds will be issued on parity with the County's outstanding Airport Revenue Refunding Bonds, Series 2015 (Non-AMT) (the "Series 2015 Bonds"), Airport Revenue Refunding Bonds, Series 2021A (AMT) (the "Series 2021A Bonds"), and Airport Revenue Bonds, Series 2021B (AMT) (the "Series 2021B Bonds," and together with the Series 2015 Bonds, and the Series 2021A Bonds, the "Parity Bonds"). The Series 2024 Bonds, the Parity Bonds and any Additional Parity Bonds subsequently issued pursuant to the Bond Resolution are herein referred to as the "Bonds".

**[Together with the Parity Bonds, the Series 2024 Bonds are secured by the Reserve Account in an amount equal to the Reserve Requirement for the Bonds (each as further defined and described herein). Amounts in the Reserve Account are required to be used to pay the principal of, premium, if any, and interest on the Bonds when the money in the other Accounts within the Sinking Fund is insufficient therefor. See "SECURITY FOR THE BONDS – Reserve Account" herein for more information.]**

**THE BONDS AND THE INTEREST THEREON WILL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE CONSTITUTION OR ANY STATUTE OF THE STATE OF FLORIDA BUT WILL BE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY PAYABLE AND SECURED AS PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE COUNTY OR THE AUTHORITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION, NOR SHALL ANY BOND HOLDER BE ENTITLED TO PAYMENT OF ANY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION FROM ANY FUNDS OF THE COUNTY OR THE AUTHORITY OTHER THAN THE SOURCES**

**SPECIFIED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS" HEREIN.**

As part of the Aviation Safety and Capacity Expansion Act of 1990, as amended (the "PFC Act"), as implemented by the Federal Aviation Authority (the "FAA") pursuant to published regulations (the "PFC Regulations"), the United States Congress has authorized commercial service airports such as the Airport System to collect PFCs from each paying passenger enplaned at such airport in the amount of \$1.00, \$2.00, \$3.00, \$4.00 or \$4.50, subject to certain limitations. The Authority is currently authorized to collect PFCs at a rate of \$4.50 per enplaned passenger at the Airport System. The Authority is currently authorized to collect approximately \$1.3 billion in PFCs through December 1, 2060. Through March 31, 2024, the Authority has collected a total of approximately \$418.2 million and has expended approximately \$381 million in PFCs. PFCs may be used, subject to applicable regulations, either to pay debt service on all or a portion of bonds secured by, or payable from, PFCs or to pay for eligible capital improvements on a year-to-year basis, as specified in the applicable approval. PFCs must be used to finance eligible airport-related projects that (a) preserve or enhance safety, capacity or security of the national air transportation system, (b) reduce noise from an airport that is part of such system or (c) furnish opportunities for enhanced competition between or among air carriers. Eligible 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. Currently, the Airport System's PFC approvals authorize (but do not require) the use of PFCs to pay debt service on any bonds issued to finance PFC approved projects.

On June 25, 2020, the County adopted Resolution No. 20-06-30 (the "PFC Resolution") which pledged the PFC Revenues as additional security for the Series 2015 Bonds. In a Supplemental Resolution that authorized the Series 2021A Bonds, the County pledged the PFC Revenues as additional security for a portion of the 2021A Bonds. In the Supplemental Resolution that authorized the Series 2021B Bonds, the County pledged the PFC Revenues as additional security for the Series 2021B Bonds. In the Supplemental Resolution that authorized the Series 2024 Bonds, the County pledged the PFC Revenues as additional security for a portion of the Series 2024 Bonds. The Series 2015 Bonds, a portion of the Series 2021A Bonds, the 2021B Bonds and a portion of the Series 2024 Bonds are (collectively, referred herein as the "PFC Pledged Bonds"). The PFCs equal \$4.50 per enplaned passenger. Only a portion of PFCs are PFC Revenues. The PFC Revenues are legally available to be used to meet the rate covenant and the Additional Parity Bonds test with respect to PFC Pledged Bonds. See "SECURITY FOR THE BONDS - Issuance of Additional Parity Bonds" and "SECURITY FOR THE BONDS--Rate Covenant" herein.

The receipts from each PFC Revenue shall be deposited into the related Special Passenger Facilities Charge Sub-Account created in the Revenue Fund and shall be applied, on a parity with Revenues not derived from PFC Revenues, in the manner and order of priority set forth in the Bond Resolution, provided such moneys shall only be applied for deposits for the applicable Subaccounts created for the PFC Pledged Bonds. The pledge of PFC Revenues may subsequently be released as provided in the Bond Resolution. In addition, the pledge of the PFC Revenues may include Additional Parity Bonds issued by the County in accordance with the terms of the Bond Resolution. See "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM – Passenger Facility Charges" herein and in "COPY OF THE BOND RESOLUTION" attached hereto as APPENDIX D-1.

In the future, the County may issue Additional Parity Bonds under the Bond Resolution on a parity with the Series 2024 Bonds and the Parity Bonds. See "FUTURE DEBT ISSUANCE" and "SECURITY FOR THE BONDS – Additional Parity Bonds" herein.

There is no provision under the Bond Resolution for acceleration of the maturities of the Series 2024 Bonds upon an Event of Default. See "APPENDIX D-1" attached hereto for a description of remedies in the Event of Default.

This Official Statement contains summaries of the Bond Resolution, the hereinafter defined Use Agreements and the terms of and security for the Bonds, together with descriptions of the Airport System and its operations. All references herein to agreements and documents are qualified in their entirety by references to the definitive forms of each such agreement or document. All references to the Series 2024 Bonds are further qualified by references to the information with respect to them contained in the Bond Resolution. See "APPENDIX D-1" and "APPENDIX E" attached hereto.

### **THE SERIES 2024 PROJECT**

The "Series 2024 Project" consists of portion of the costs of the design and construction of Phase 2 of the Airport System's Terminal Expansion project (Concourse E) which will involve a gate expansion and baggage handling system expansion at the Airport System. Design and construction of the Concourse E project including expansion of the Main Terminal building, to address existing passenger processing facility deficiencies and improve the passenger experience at the Airport System. Nine additional (Transportation Security Administration (TSA) security screening checkpoints (SSCPs) are required to meet TSA throughput requirements and will provide airside access to Concourse E, incorporating connectivity among the main terminal's three existing concourses. New Concourse E will be constructed immediately west of, and connected to, the proposed Main Terminal Expansion and will include 14 new gates and approximately 215,000 square feet over three levels (apron, departures, and mezzanine/mechanical).

The Series 2024 Project also includes 50 new airline ticket counter and bag drop stations, 40 airline check-in kiosk locations, a VIP lounge, administrative and support offices, restrooms and concessions; a new bag system that includes 4 new in-line automated explosive detection machines, 4 airline bag claim units, 6 airline bag make-up units, and connectivity to the existing bag system providing added capacity and redundancy; a new 90 foot wide Concourse E construction including concession areas, restrooms, passenger gate hold rooms, 14 passenger boarding bridges and operations support space; chiller replacement and expansion; airside improvements that include new taxiways, taxi lanes and aircraft parking apron capable of accommodating Group III and Group V aircraft, and an expanded aircraft hydrant fueling system; landside roadway and terminal curb modifications that include adding lanes infills on the upper departures level roadway, an expanded public pickup curb, converting the existing public curb into 3 commercial lanes and converting the existing commercial curb into 5 public lanes; with new automated security and access control systems, The Series 2024 also includes connectivity to the existing terminal at the main terminal lobby and existing Concourse D, and well as various vertical circulation elevators, escalators and stairs to satisfy life-safety and code requirements. A later element will also include three 3rd level pedestrian walkways connecting the terminal ticket lobby to the parking garage. The project follows the existing architectural theme of the Airport System, portraying modern and aviation themes such as metal curved roofs, half-barrel shapes, and glass reflecting modern facilities with variations of an aircraft fuselage, an aircraft wing, and flight, all while creating a unique sense of place bringing the beauty of southwest Florida outside to inside with sunshine, nature and beach accents.

### **FUTURE DEBT ISSUANCE**

The County expects to issue approximately \$428 million of Additional Parity Bonds in the fourth quarter of Fiscal Year 2025 (the "Series 2025 Bonds") which are expected to be used to fund a portion of the

Airport System's Terminal Expansion Project (Concourse E). It is expected that the Series 2025 Bonds will be secured by the Pledged Funds but will not constitute PFC Pledged Bonds. See "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM – Capital Improvement Program and Funding Sources" herein and APPENDIX C attached hereto for more information

**DESCRIPTION OF THE SERIES 2024 BONDS**

**General**

The Series 2024 Bonds will mature on October 1 of the years and in the amounts shown on the inside cover page hereof. The Series 2024 Bonds will be initially dated as of their date of delivery and will bear fixed rates of interest until their final maturity or earlier redemption, payable on April 1, 2025 and semiannually after that date on October 1 and April 1 in each year, at the rates per annum set forth on the inside cover page hereof. U.S. Bank National Association, Fort Lauderdale, Florida, will serve as Bond Registrar and Paying Agent pursuant to the terms of the Bond Resolution.

The Series 2024 Bonds will be issued only as fully registered bonds in denominations of \$5,000 or any integral multiples thereof. The Series 2024 Bonds will be initially registered through a book-entry only system operated by The Depository Trust Company, New York, New York ("DTC"). Details of payment of the Series 2024 Bonds and the book-entry system are described below under the subcaption "Book-Entry Only System." Except as described under the subcaption "Book-Entry Only System" below, beneficial owners of the Series 2024 Bonds will not receive or have the right to receive physical delivery of Series 2024 Bonds and will not be or be considered under the Bond Resolution to be the registered owners thereof. Accordingly, beneficial owners must rely upon (1) the procedures of DTC and, if such beneficial owner is not a Participant (as defined herein), the Participant who will act on behalf of such beneficial owner to receive notices and payments of principal of and interest on the Series 2024 Bonds, and to exercise voting rights, and (2) the records of DTC and, if such beneficial owner is not a Participant, such beneficial owner's Participant, to evidence its beneficial ownership of the Series 2024 Bonds. So long as DTC or its nominee is the registered owner of the Series 2024 Bonds, references herein to Series 2024 Bondholders or registered owners of such Series 2024 Bonds shall mean DTC or its nominee and shall not mean the beneficial owners of such Series 2024 Bonds.

**Redemption**

Optional Redemption. The Series 2024 Bonds maturing on or prior to October 1, \_\_\_\_ are not subject to optional redemption prior to their respective maturities. The Series 2024 Bond maturing on or after October 1, 20\_\_ may be redeemed prior to its maturity, at the option of the County, upon at least thirty (30) days' notice, either in whole or in part, from any monies that may be available for such purpose, on any date on or after October 1, 20\_\_, at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest to the redemption date, without premium.

Mandatory Redemption. The Series 2024 Bonds maturing on October 1, \_\_\_\_\_ are subject to mandatory redemption at the redemption price of par plus accrued interest on the dates and in the amounts of the Redemption Requirements set forth below:

Date	Redemption
<u>October 1</u>	<u>Requirements</u>
	\$

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\*Final Maturity

Notice of Redemption. Notice of redemption shall be mailed by registered or certified mail, 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 Bonds or portions of Series 2024 Bonds to be redeemed at their addresses as they appear on the Register to be maintained in accordance with the provisions of the Bond Resolution. Failure to mail any such notice to a registered owner of a Series 2024 Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Series 2024 Bond or portion thereof, with respect to which no such failure or defect occurred.

Conditional Redemption. Any optional redemption of the Series 2024 Bonds may be a Conditional Redemption and in such case, the notice of redemption shall state that the redemption is conditioned upon the conditions set forth therein, and such notice and optional redemption shall be of no effect (i) if by no later than the scheduled redemption date, the conditions set forth therein have not been satisfied, or (ii) the County rescinds such notice on or prior to the scheduled redemption date. "Conditional Redemption" means a redemption with respect to which a notice of redemption has been given to Series 2024 Bondholders and in which notice it is stated, among other things, that the redemption is conditional upon a deposit of funds and/or certain other conditions as may be provided therein. If a redemption is a Conditional Redemption, such redemption shall be conditioned upon receipt by the Paying Agent for the Series 2024 Bonds or the escrow agent named by the County of sufficient moneys to redeem the Series 2024 Bonds and any redemption premium and the satisfaction of such other conditions set forth in the notice of redemption. A Conditional Redemption shall be deemed canceled once the County has given notice of rescission. The County shall give notice of rescission of a Conditional Redemption by the same means as is provided for the giving of notice of redemption. Any Series 2024 Bond subject to a Conditional Redemption which has been canceled shall remain Outstanding, and neither the rescission nor the failure of funds being made available in part or in whole on or before the proposed redemption date shall constitute an Event of Default.

**Book-Entry Only System**

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE COUNTY AND UNDERWRITERS BELIEVE TO BE RELIABLE. THE COUNTY AND UNDERWRITERS TAKE NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2024 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2024 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2024 BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2024 BONDS TO DTC PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2024 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2024 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE COUNTY

AND UNDERWRITERS NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

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 of the Series 2024 Bonds as set forth in the inside cover of this Official Statement in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of 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 each Series 2024 Bondholder ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in 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 DTC nominee do not affect 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 security 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 Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 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 County 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).

Redemption proceeds and distributions 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 County or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC 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 DTC Participant and not of DTC, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the County or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2024 Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor depository) upon compliance with any applicable DTC rules and procedures. In that event, Series 2024 Bond certificates will be printed and delivered to DTC.

## Negotiability and Registration of Series 2024 Bonds

*So long as the Series 2024 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to mutilated, destroyed, stolen or lost Series 2024 Bonds do not apply to the Series 2024 Bonds to the extent of a conflict with the DTC book-entry system.*

The Series 2024 Bonds shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Laws of the State of Florida, and each successive Registered Owner, in accepting any of said Series 2024 Bonds shall be conclusively deemed to have agreed that the Series 2024 Bonds shall be and have all of the qualities and incidents of such negotiable instruments.

Except as provided in the Bond Resolution, there shall be a Bond Registrar, who may also be the paying agent for the Series 2024 Bonds, which shall be a bank or trust company located within or without the State. The Bond Registrar shall be responsible for maintaining the books for the registration of the transfer and exchange of the Series 2024 Bonds. The County, the Authority and the Bond Registrar may treat the Registered Owner of any Series 2024 Bond as the absolute owner thereof for all purposes, whether or not such Series 2024 Bond shall be overdue, and shall not be bound by any notice to the contrary. Anything described hereinabove to the contrary notwithstanding, in the event that all of any Series 2024 Bonds are deposited with and registered in the name of a securities depository or its nominee, the County shall be permitted to act as Bond Registrar.

All Series 2024 Bonds presented for transfer, exchange, redemption or payment (if so required by the County or the Bond Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the County or the Bond Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The Bond Registrar may charge the Registered Owner a sum sufficient to reimburse it for any expenses incurred in making any exchange or transfer following the initial delivery of the Series 2024 Bonds. The Bond Registrar or the County may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Series 2024 Bonds shall be delivered.

The County and the Bond Registrar shall not be required (a) to issue, transfer or exchange any Series 2024 Bonds during a period beginning at the opening of business on the Record Date for such Series 2024 Bonds or any date of selection of Series 2024 Bonds or parts thereof to be redeemed and ending at the close of business on the subsequent Interest Payment Date or day on which the applicable notice of redemption is given, or (b) to transfer or exchange any Series 2024 Bonds selected, called or being called for redemption in whole or in part.

New Series 2024 Bonds delivered upon any transfer or exchange shall be valid obligations of the County, evidencing the same debt as the Series 2024 Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2024 Bonds surrendered.

Whenever any Series 2024 Bond shall be delivered to the Bond Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Series 2024 Bond

shall be cancelled and destroyed by the Bond Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the County.

## SECURITY FOR THE BONDS

### General

The Series 2024 Bonds are being issued as Additional Parity Bonds pursuant to the Bond Resolution. As such, the Series 2024 Bonds are on a parity with the Parity Bonds as to the pledge of, lien on and source of payment from the Pledged Funds. "Bonds" means the Parity Bonds, the Series 2024 Bonds and any Additional Parity Bonds **subsequently issued pursuant to the Bond Resolution** "Pledged Funds" is defined in the Bond Resolution to mean (i) Net Revenues; (ii) the amounts on deposit in the Sinking Fund and all Accounts therein except as expressly provided in the Bond Resolution; the Subordinated Indebtedness Fund (other than the proceeds of Subordinated Indebtedness); the Renewal, Replacement and Improvement Fund; and the Airport Fund; (iii) until expended, the amounts on deposit in the applicable subaccount of the Project Account with respect to any particular Series of Bonds, and (iv) any Available Revenues, provided such Available Revenues shall secure only the Series of Bonds to which they are pledged pursuant to a Supplemental Resolution. Additional Parity Bonds may be issued under the Bond Resolution on a parity with the Parity Bonds and the Series 2024 Bonds upon compliance with the tests for such issuance in the Bond Resolution. See the subcaption "Additional Parity Bonds" below.

**THE BONDS AND THE INTEREST THEREON WILL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE CONSTITUTION OR ANY STATUTE OF THE STATE, BUT WILL BE SPECIAL AND LIMITED OBLIGATIONS OF THE COUNTY PAYABLE AND SECURED AS PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE COUNTY OR THE AUTHORITY OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION, NOR SHALL ANY BOND HOLDER BE ENTITLED TO PAYMENT OF ANY BOND SERVICE CHARGES OR ANY OTHER OBLIGATIONS SET FORTH IN THE BOND RESOLUTION FROM ANY FUNDS OF THE COUNTY OR THE AUTHORITY OTHER THAN THE SOURCES SPECIFIED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER.**

### Definitions

"Available Revenues" is defined in the Bond Resolution to mean, for any period of time, the amount of any 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 in accordance with the Bond Resolution; 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.

"Current Expenses" is defined in the Bond Resolution to mean for any period all reasonable and necessary expenses paid or accrued by the County or the Authority on a consistent basis in accordance with generally accepted accounting principles applicable to governmental entities consistently applied for the maintenance, repair and operation of the Airport System and shall include, without limiting the generality of the foregoing, (1) all ordinary and usual expenses of maintenance, repair and operation; (2) all

administrative expenses and any reasonable payments to pension or retirement funds properly chargeable to the Airport System (which currently does not include Page Field); (3) insurance premiums; (4) professional service expenses relating to maintenance, repair and operation of the Airport System; (5) fees and expenses of the Paying Agent; (6) legal and other professional fees and expenses; (7) fees of consultants; (8) fees, expenses and other amounts payable to any bank or other financial institution for the issuance of a letter of credit, stand-by-purchase agreement or any other Credit Facility, and to any indexing agent, Depository, remarketing agent or any other person or institution whose services are required with respect to the issuance of Bonds; (9) any taxes which may be lawfully imposed on the Airport System or the income therefrom and reserves for such taxes; (10) deposits required under the Bond Resolution to be made to any Account in the Tax Rebate Fund to fund the County's accrued, but unpaid, liability to make payments to the United States of America imposed by Section 148(f) of the Code; and (11) and other reasonable Current Expenses authorized by law; provided, however, Current Expenses shall not include (a) any allowance for amortization or depreciation or any reserves for extraordinary maintenance and repair of the Airport System except to the extent the County or the Authority receives payment or reimbursement therefor and includes such payment or reimbursement in Revenues; (b) any other expenses for which (or to the extent to which) the County or the Authority is or will be paid or reimbursed from or through any source and such payment or reimbursement is not included as Revenues; (c) any extraordinary items arising from the early extinguishment of debt; and (d) any prior period or retroactive adjustments which are required by a change in accounting principles or standards. "Current 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.

"Customer Facility Charges" or "CFCs" is defined in the Bond Resolution to mean all amounts received from the charges imposed by car rental companies upon car rental customers arriving at the Airport System and renting a vehicle from a car rental company serving such Airport System, which charges are established by the Authority or County 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.

"Net Revenues" of the Airport System is defined in the Bond Resolution to mean Revenues minus Current Expenses.

"Revenues" is defined in the Bond Resolution to mean for any period all moneys paid or accrued for the use of and for services and facilities furnished by, or in connection with the ownership or operation of, the Airport System, or any part thereof or the leasing or use thereof, including, but not limited to (1) rentals, (2) concession fees, (3) use charges, (4) landing fees, (5) license and permit fees, (6) service fees and charges, (7) moneys from the sale of fuel, and or other merchandise, (8) 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, or payment of Operation and Maintenance Expenses, (9) Special Purpose Facility Revenues, to the extent designated as Revenues by Supplemental Resolution, and (10) CFCs which are not Available Revenues, (11) PFCs which constitute Revenues pursuant to the Bond Resolution, and (11) any investment income which is required by the Bond Resolution to be deposited in the Revenue Fund (but shall exclude all other investment income); provided, however, that Revenues shall not include

(a) any revenue or income from Page Field or any additions, extensions or improvements thereto unless Page Field 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 Current Expenses or payment of debt service with respect to any Bonds or 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 Current Expenses or the payment of debt service with respect to Bonds and 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 or County;

(g) any gains resulting from changes in valuation of any Derivative Agreement;

(h) any unrealized gains from the write-down, reappraisal or revaluation of assets;

(i) the proceeds of Bonds and Subordinated Indebtedness;

(j) Passenger Facility Charges except to the extent provided as Revenues pursuant to the Bond Resolution;

(k) Any Available Revenues;

(l) investment income derived from any moneys or securities which may be placed in escrow or trust to defease Bonds or Subordinated Indebtedness;

(m) 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 or County for payment coming due on the Bonds or any portion thereof;

(n) any arbitrage earnings which are required to be paid to the United States of America pursuant to Section 148 of the Code;

(o) interest earnings or other investment earnings on any Account in the Project Fund established by any Supplemental Resolution unless otherwise provided in such Supplemental Resolution; and

(p) Special Purpose Facility Revenues, except as otherwise provided by Supplemental Resolution.

The County may adopt a Passenger Facility Bond Resolution which pledges the "PFCs) as the primary source of payments of the Passenger Facility Charge Bonds. This has not yet occurred. Thus, the receipts from the PFC Revenues shall be treated as Revenues under the Bond Resolution with respect to the PFC Pledged Bonds.

"Passenger Facility Charge Bond Resolution" is defined in the Bond Resolution as a Resolution or Resolutions of the County pledging PFCs as the primary source of payment of Passenger Facility Charge Bonds.

"PFC Revenues" is defined in the Bond Resolution to mean moneys received by the Authority and/or the County from PFCs and pledged to the payment of Bonds pursuant to the Bond Resolution.

"Transfers" is defined in the Bond Resolution to mean amounts from unencumbered moneys in the Airport Fund or any other source which are deposited in the Revenue Fund (other than amounts which are Revenues accrued or received in the Fiscal Year such deposit is made). The Airport System has historically transferred a portion of its PFC Revenues to the Revenue Fund to pay a portion of the debt service on the Bonds and such Transfers are taken into account for purposes of determining compliance with the first part of the rate covenant contained in the Bond Resolution. However, effective in Fiscal Year 2020, these transfers of PFC Revenues were included in Revenues as described above. See " - Rate Covenant" below and "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM - Historical Statement of Net Revenues" herein.

### **Additional Security for Certain Series**

The County may provide in the Supplemental Resolutions for one or more Series of Bonds that such Bonds will be additionally secured by a pledge of all or a portion of the receipts of any Passenger Facilities Charge, except as the use of the Passenger Facility Charge is limited by the PFC Act, the PFC Regulations, the PFC Approvals and any Passenger Facility Charge Bond Resolution; provided, however, that the restrictions relating to the Passenger Facility Charge shall not apply to any Future Passenger Facility Charge, which shall be governed by the Future PFC Approvals. Thereafter the receipts from the Passenger Facility Charge so pledged under the Bond Resolution shall be treated as Revenues under the Bond Resolution and shall be deposited into a special Passenger Facilities Charge Subaccount in the Revenue Fund (such Subaccount, together with corresponding Subaccounts in the Sinking Fund, the Renewal, Replacement and Improvement Fund, the Reserve Maintenance Fund and the Airport Fund to be created by the applicable Series Resolution). Moneys in such Passenger Facilities Charge Subaccount shall be applied, on a parity with Revenues not derived from Passenger Facility Charge, in the manner and with the order of priority set forth in Section 5.02(c) of the Bond Resolution, to the extent permitted by law, provided that such moneys shall only be applied for deposit to the applicable Subaccounts created for Bonds additionally secured by a pledge of such Passenger Facilities Charge.

### **Covenants with Respect to the PFCs**

The County and Authority covenanted and agreed in the Bond Resolution 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 PFC Revenues are derived, to enforce with reasonable diligence its right to receive PFCs from which PFC Revenues are derived and to use the proceeds of such PFC Revenues and amounts required to be deposited in the applicable Passenger Facilities Charge Subaccount of the Revenue Fund in the manner provided in the Bond Resolution. Without limiting the generality of the foregoing, the County and Authority covenanted and agreed as follows:

- (a) To apply PFCs only to finance allowable costs of approved projects in accordance with the FAA Regulations and applicable FAA authorizations and approvals (including Bond

Service Requirement with respect to that portion of the Bonds issued to finance Projects secured by PFCs);

(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 PFCs from which PFC Revenues are derived by the air carriers; and

(d) To comply with all reporting, recordkeeping, and auditing requirements contained in the FAA Regulations.

### **Available Revenues**

1. At any time and from time to time, the County and the Authority, without the consent of the Holder of any Bond and without the consent of any Credit Facility Issuer, may adopt a Supplemental Resolution that specifies Bonds that shall be secured by Available Revenues. Available Revenues may include PFCs, CFCs or other Revenue streams without the consent of any Bondholders or Credit Facility Issuer. 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 Facility Issuer, shall be required as a condition to the issuance or incurring of any subsequently-issued Bonds that are secured by any Available Revenues.

2. An Account shall be established for each Available Revenue shall be held by the County.

3. The County shall, promptly upon receipt, deposit, or cause to be deposited, all Available Revenues in the related Account Unless otherwise provided in the Supplemental Resolution which specifies Available Revenues pledged for one or more Series of Bonds, simultaneously with the County's withdrawal of amounts from the Revenue Fund for deposit into the funds and accounts as set forth in Section 5.02(c) of the Bond Resolution, the County shall withdraw amounts on deposit in such account as has been established, as applicable, and shall transfer the amounts so withdrawn to the Sinking 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. The Available Revenues, including any investment earnings thereon, on deposit in an 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 Sinking Fund for such purpose pursuant to the provisions of the Bond Resolution.

### **Released Revenues**

The County may cause a category of income, receipts or other revenues then included in the definition of "Revenues" in the Bond Resolution to be excluded from such definition for all purposes of the

Bond Resolution, which exclusion shall be effective from the date the County satisfies the conditions of the Bond Resolution, by filing the following with the Clerk:

1. a written request from an Authority Representative to release such category of income, receipts and other revenues from the definition of Revenues contained in the Bond Resolution, accompanied by a written certificate of an Authority Representative certifying the County is not in default of the rate covenant calculation set forth in the Bond Resolution; and

2. a certificate of an Authority Representative or Airport Consultant to the effect that Net 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 the Bond Resolution for each of such two Fiscal Years, assuming that 110% (instead of 100%) was used in the Bond Resolution and 135% (instead of 125%) was used the Bond Resolution.

### **Page Field**

Page Field is not part of the Airport System, but the County may add Page Field to the Airport System under certain condition described in the Bond Resolution. The County may utilize proceeds of Bonds to pay for capital improvements to Page Field. The County may also issue Subordinated Indebtedness which can fund capital improvements to Page Field. In addition, the County may also agree to pay for capital improvements to Page Field from moneys in the Airport Fund.

### **Reserve Account**

The Series 2024 Bonds shall be secured by the Reserve Account, including any Credit Facility on deposit therein. "Reserve Requirement" is defined in the Bond Resolution to mean, as of any date of calculation, an amount which is the lesser of (i) the Maximum Bond Service Requirement, or (ii) the maximum amount permitted under the Code as a reasonably required reserve or replacement fund, or (iii) such other amount as approved by Supplemental Resolution in accordance with Section 5.02(c)(5) of the Bond Resolution.

**[The incremental Reserve Requirement for the Series 2024 Bonds will be funded from proceeds of the Series 2024 Bonds. The Series 2024 Bonds will be secured by the Reserve Account created under the Bond Resolution to the same extent as the Outstanding Parity Bonds.]**

**[Upon the issuance of the Series 2024 Bonds, the Reserve Account will have on deposit an amount equal to the Reserve Requirement, \$ \_\_\_\_\_, which is equal to \_\_\_\_\_ for the Parity Bonds and the Series 2024 Bonds and is fully funded with cash and/or investments.]**

### **Rate Covenant**

The County and the Authority have covenanted in the Bond Resolution to fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the services and facilities of the Airport System which will be at least equal to the greater of (i) Revenues, together with Transfers, in each Fiscal Year sufficient to pay all Current Expenses of the Airport System in such Fiscal Year, and one hundred twenty-five per centum (125%) of the Bond Service Requirements in such Fiscal Year (excluding for purposes of this calculation, amounts identified under paragraphs (d) and (e) of the definition of "Bond Service Requirements"), and (ii) Revenues, without taking

into account Transfers, in each Fiscal Year sufficient to pay all Current Expenses of the Airport System in such Fiscal Year, and one hundred per centum (100%) of the Bond Service Requirements (excluding for purposes of this calculation, amounts identified under paragraph (d) of the definition of "Bond Service Requirements") in such Fiscal Year and all other required payments under the Bond Resolution including any deposits to the Reserve Account and Renewal, Replacement and Improvement Fund required in such Fiscal Year. Such rates, fees, rentals or other charges shall not be reduced so as to be insufficient to provide Revenues for such purposes.

If the Revenues for any Fiscal Year are less than the amounts required by the Bond Resolution, the County, before the end of the second month following the completion of the audit for such Fiscal Year, will cause the Consultant to make its recommendations as to a revision of such rates or charges, and copies of such request and of the recommendations of the Consultant, as the case may be, shall be filed with the Clerk and mailed to each Bond Holder who shall have filed with the Clerk for such purpose. Anything in the Bond Resolution to the contrary notwithstanding, if the County shall comply with all the recommendations of the Consultant, as the case may be, in respect of such rates, rents, fees or other charges, it will not constitute an Event of Default under the Bond Resolution if the Revenues shall be less than the amounts required in the Bond Resolution in the following Fiscal Year. The County covenants in the Bond Resolution that, to the extent permitted by applicable law and the provisions of any use agreement then in effect at the Airport System, it will comply with the recommendations of the Consultant.

#### **Establishment of Funds and Accounts**

The Bond Resolution establishes various Funds and Accounts, including the following:

- (1) The Revenue Fund, which includes a Working Capital Account.
- (2) The Sinking Fund, which includes an Interest Account, a Principal Account, a Reserve Account and a Redemption Account.
- (3) The Subordinated Indebtedness Fund.
- (4) The Renewal, Replacement and Improvement Fund.
- (5) The Airport Fund.
- (6) The Project Fund.

The amounts held in the Funds, Accounts and Subaccounts created by the Bond Resolution will be administered by the County or its designated agent; provided that the County, by supplemental resolution, may appoint a Funds Trustee to hold any Fund, Account or Subaccount. Amounts in such Funds and Accounts may be deposited in a single bank account, and may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted application of the cash and investments on deposit therein for the various purposes of such Funds and Accounts as provided by the Bond Resolution. Except as above provided, the designation and establishment of the various Funds, Accounts and Subaccounts by and pursuant to the Bond Resolution does not require the establishment of any completely independent, self-balancing accounts as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain moneys and investments of the County for certain purposes and to establish certain priorities for the application of such moneys and investments as provided by the Bond Resolution.

## **Application of Amounts Held in the Project Fund**

The Project Fund and Accounts therein shall be accounted for separately from all other Funds, Accounts and Subaccounts of the County, and the moneys on deposit therein shall be withdrawn, used and applied by the County solely for the purposes specified in the Bond Resolution. Withdrawals shall be made from the Accounts and Subaccounts in the Project Fund only upon written approval of the Authority Representative which approval shall constitute a certification by the Authority Representative that the cost to be paid with such withdrawal is a Cost permitted under the Bond Resolution. All such funds shall be and constitute trust funds for such purposes, and shall be administered by the Authority Representative, as agent of the County, who shall act as trustee of such funds for the purposes of the Bond Resolution. Until paid out as provided in the Bond Resolution, the moneys in the Project Fund shall be subject to a lien and charge in favor of the holders of the Bonds the proceeds of which provided such funds.

Any moneys on deposit in the Project Fund and Accounts therein that, in the opinion of the Authority, are not immediately necessary for expenditure, as provided in the Bond Resolution, shall be invested pursuant to the Bond Resolution.

Upon substantial completion of each Project or phase thereof (as determined by the Authority Representative evidenced by a certificate filed with the Clerk), or upon the abandonment thereof, any proceeds of any Series of Bonds or other amounts held to pay the Costs of such Project or phase thereof or to expand the scope of such Project or phase thereof then remaining in the separate Account in the Project Fund and not reserved by the County in the Capitalized Interest Subaccount for the payment of Capitalized Interest on Bonds of such Series or for the payment of any remaining part of the Cost of such Project or such phase, shall be utilized as provided in Section 4.03 of the Bond Resolution.

## **Disposition of Revenues**

In accordance with the terms of the Bond Resolution, all Revenues will, upon receipt thereof, be deposited by the Authority into the Revenue Fund and applied by the County monthly, not later than the twenty-fifth day of each month after issuance of the Bonds, in the following manner and in the following order of priority:

(1) Revenues will first be used to pay the Current Expenses for the current month. The Authority is permitted to establish a Working Capital Account within the Revenue Fund and to deposit thereto in each Fiscal Year an amount not in excess of the average monthly Current Expenses as shown on the Annual Budget for such Fiscal Year times three. Money on deposit in the Working Capital Account will be used to pay Current Expenses whenever the other funds in the Revenue Fund are insufficient for such purpose. Any moneys withdrawn from the Working Capital Account may not be replaced in the then current Fiscal Year.

(2) Revenues will then be used for deposit into the Interest Account the sum necessary to pay interest becoming due on the Bonds on the next Interest Payment Date (and certain payments under any Derivative Agreements, exclusive of termination payments), less amounts (including Capitalized Interest) already on deposit therein and available for such purpose, divided by the number of months remaining to such interest payment date.

(3) Revenues will then be used for deposit of the required amount into the Principal Account, during the twelve-month period before a Serial Bond maturity date, necessary to pay the principal

maturing on Serial Bonds on the next maturity date, less amounts already on deposit therein and available for such purpose divided by the number of months remaining to such maturity date.

(4) (a) Revenues shall next be used for deposit of the required amount into the Redemption Account, on a parity with the payments into the Principal Account described in Subsection (3) above (during the 12-month period immediately preceding a Redemption Requirement due date), a sum equal to the Redemption Requirements for Term Bonds which will next become due and payable, plus the amount of the premium, if any, on a principal amount of such Term Bonds equal to the amount of such Redemption Requirement which would be payable on the next Redemption Requirement due date if such principal amount of Term Bonds were to be redeemed prior to their maturity from funds held in the Redemption Account, less amounts which have been deposited therein during such 12-month period and used for the purchase of outstanding Term Bonds or are available for redemption of Term Bonds, divided by the number of months remaining to such due date. If, at the stated dates of maturity of any Term Bonds, the proceeds on deposit in the Redemption Account are insufficient to retire the principal amount of maturing Term Bonds remaining outstanding, the County is required to transfer from the Reserve Account to the Redemption Account sufficient money to make up such deficiency.

(b) Upon any purchase (and delivery to the Bond Registrar for cancellation) or optional redemption of Bonds of any Series and maturity for which Redemption Requirements have been established, which is made on or prior to the 40th day preceding the due date of the Redemption Requirements next due for the Bonds of such Series and maturity from any funds of the County or the Authority other than amounts deposited in the Redemption Account, there will be credited toward such Redemption Requirements in such manner as may be determined by the Authority Representative the principal amount of such Bonds so purchased or redeemed upon delivery of such Bonds by the County to the Bond Registrar, such determination to be evidenced by a certificate filed with the Clerk. The portion of any such Redemption Requirements remaining after the deduction of any such amounts credited toward the same as described in this paragraph (or the original amount of any such Redemption Requirements if no such amounts shall have been credited toward the same) will constitute the unsatisfied balance of such Redemption Requirements for the purpose of calculation of Redemption Requirements due on a future date.

(5) Revenues shall next be applied by the County to maintain the Reserve Account (including any subaccounts therein) in the Sinking Fund in an amount equal to the Reserve Requirement (including payment of amounts necessary to reinstate any Credit Facility credited to the Reserve Account). The Supplemental Resolution for each Series of Bonds shall specify the incremental Reserve Requirement for such Series of Bonds. All or a portion of such sum may be initially provided from the proceeds of the sale of any Series of Bonds and/or other moneys of the County or the Authority, or, if provided by the Supplemental Resolution with respect to any particular Series of Bonds, deposited in the form of a Credit Facility. Thereafter, if the full amount of the incremental Reserve Requirement is not funded at the time of issuance of such Additional Parity Bonds, the County shall deposit into the Reserve Account any amount fixed by the Supplemental Resolution prior to the sale of each Series of Bonds, but not less than one-twelfth (1/12) of twenty percent (20%) of the difference, if any, between the amount, if any, so deposited upon delivery of such Series of Bonds and the amount of the Reserve Requirement. No further payments shall be required to be made into the Reserve Account when there has been deposited therein and as long as there shall remain on deposit therein an amount equal to the Reserve Requirement.

A Credit Facility may be substituted for any cash, investments or Credit Facility then on deposit in the Reserve Account subject to the conditions established therefor by the Credit Facility for any Bonds

secured by the Reserve Account and subject to the provisions in the Supplemental Resolution for the Series of Bonds secured by the Reserve Account. Amounts on deposit in the Reserve Account at any time in excess of the aggregate of the Reserve Requirement (including upon substitution with a Credit Facility) may be withdrawn and deposited in the Project Fund or deposited in the Airport Fund, at the option of the Authority Representative.

Money in the Reserve Account shall be used only for the purpose of the payment of maturing principal of, interest on, or Redemption Requirements with respect to the Bonds when the money in the other accounts in the Sinking Fund is insufficient therefor and for no other purpose, except that such money may be invested and reinvested as provided herein.

In the event the County obtains a Credit Facility to satisfy all or a portion of the Reserve Requirement, the County reimbursements and other payments due the issuer of such Credit Facility shall be paid from the Reserve Account. In the event the Reserve Account is funded with both cash and a Credit Facility, the cash therein shall be applied first before any draws are made under the Credit Facility, and, if the County determines to reinstate such Credit Facility (as opposed to funding the entire Reserve Requirement in cash), all payments necessary to reinstate the Credit Facility shall be made prior to any cash deposits to the Reserve Account. If more than one Credit Facility is credited to the Reserve Account, such facilities shall be drawn on proportionately in relation to their respective stated amounts.

The County may also establish a separate subaccount in the Reserve Account for any Series of Bonds and such subaccount shall be pledged to the payment of such Series of Bonds apart from the pledge provided in the Bond Resolution. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the County deems appropriate. In the event the County by Supplemental Resolution establishes the Reserve Requirement for a particular Series of Bonds to be zero (\$0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

(6) Revenues shall next be deposited into the Subordinated Indebtedness Fund to meet any requirements of the County's resolution authorizing and awarding the issuance of any Subordinated Indebtedness.

(7) Revenues shall next be deposited into the Renewal, Replacement and Improvement Fund until the amount therein is equal to the amount required by the Bond Resolution.

(8) Revenues shall next be used for deposit into the Airport Fund and any subaccounts created by the County therein and applied as follows:

(a) The funds in the Airport Fund shall first be used to make up deficiencies in the Sinking Fund, the Subordinated Indebtedness Fund and the Renewal, Replacement and Improvement Fund in the priority for depositing moneys from the Revenue Fund described above.

(b) If an Event of Default has occurred, the funds on deposit in the Airport Fund will next be used to cure such Event of Default and to pay expenses of curing such Event of Default.

(c) If determined by the Authority Representative to be required pursuant to any use or lease agreement with any user of the Airport System, to make transfers to such user or users but not in excess of the amounts required by such use or lease agreement.

(d) Periodically, to make any Transfers the County authorizes to be made to the Revenue Fund.

(e) Remaining moneys held for the credit of the Airport Fund may be used for any lawful purpose.

Notwithstanding the foregoing, unobligated moneys held for the credit of the Airport Fund shall always be used to pay maturing principal of, interest on, or Redemption Requirements with respect to Bonds whenever moneys in the Sinking Fund are insufficient therefor.

When there is any deficiency in the Sinking Fund, the deficiency shall be made up at the time any deposit is made to such Fund as required in the Bond Resolution. Upon the issuance by the County of any Additional Parity Bonds under the terms, conditions and limitations provided in the Bond Resolution, the payments into the Interest Account, Principal Account and Redemption Account in the Sinking Fund shall be increased in amounts sufficient to pay principal of, interest on and Redemption Requirements with respect to such Additional Parity Bonds. The Reserve Account shall be funded, at the option of the County, either from proceeds of the Additional Parity Bonds or from monthly deposits of Revenues over a period not exceeding sixty months, or a combination of both methods, or by a Credit Facility as described above.

The County shall not be required to make any further deposits into the Sinking Fund when the money in the Sinking Fund is at least equal to the aggregate principal amount of Bonds then Outstanding, plus the amount of interest then due or thereafter to become due on the Bonds then Outstanding.

In determining the timing and amount of deposits to the credit of the Interest Account, the Principal Account and the Redemption Account of the Sinking Fund, the provisions with respect to Balloon Indebtedness, Credit Facilities and Derivative Indebtedness contained in the definition of Bond Service Requirement shall apply; provided, however, the provisions in such definition relating to Variable Rate Bonds shall not apply for the purposes of the provisions of the Bond Resolution detailed above.

The County is currently not a party to any Derivative Agreement. However, under the Bond Resolution, the County is permitted (but not required) to pay regularly-scheduled payments it owes under any Derivative Agreement relating to interest on Bonds from the Interest Account on a parity with payment of interest on Bonds. The County shall also be permitted (but is not required) to direct payments it receives under any Derivative Agreement to be deposited in the Interest Account and receive a credit for such deposits against the amount that would otherwise be required to be deposited under the Bond Resolution. However, any termination, penalty or similar payment required under any Derivative Agreement may be paid only from the Subordinated Indebtedness Fund or the Airport Fund, at the option of the County.

### **Issuance of Additional Parity Bonds**

Additional Parity Bonds payable on a parity from the Pledged Funds with the Bonds then outstanding shall be issued only for the purposes of (1) refunding or redeeming any Bonds issued and

outstanding under the Bond Resolution ("Refunding Bonds"), (2) financing all or part of the Costs of Improvements ("Improvement Bonds"), and (3) completing the payment of Costs of any Project financed with the proceeds of Bonds issued under the Bond Resolution ("Completion Bonds"). Additional Parity Bonds will be issued only upon compliance with all of the following conditions:

(a) With respect to Improvement Bonds, an Authority Representative or an Airport Consultant has provided a certificate stating that Net 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 Parity 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 5.04 of the Bond Resolution, when considering the projected Bond Service Requirement on such proposed Additional Parity Bonds for each of the next three full Fiscal Years following issuance of the Additional Parity Bonds, or each of the next two full Fiscal Years from the issuance of the Additional Parity Bonds during which there is no Capitalized Interest funded from proceeds of such Additional Parity Bonds including the Bond Service Requirement during such Fiscal Years on such proposed Additional Parity Bonds; or

(b) An Airport Consultant has provided a certificate stating that, based upon assumptions the Airport Consultant deems reasonable, projected Net Revenues will be sufficient to satisfy the rate covenant set forth in Section 5.04 of the Bond Resolution, when considering the projected Bond Service Requirement on such proposed Additional Parity Bonds for each of the next three full Fiscal Years following issuance of the Additional Parity Bonds, or each of the next two full Fiscal Years from issuance of the Additional Parity Bonds during which there is no Capitalized Interest funded from proceeds of such Additional Parity Bonds, including Bond Service Requirement during such Fiscal Years on such proposed Additional Parity Bonds,.

For purposes of Section (a) described above, the Authority Representative 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 Parity Bonds but which, during the Fiscal Year or 12-month period utilized by the Authority for purposes of Section (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 Authority Representative or Airport Consultant.

For purposes of Section (b) described 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 Current Expenses, the Airport Consultant shall use such assumptions as such Airport Consultant believes to be reasonable, taking into account: (a) historical Current Expenses, (b) Current Expenses associated with the capital improvements to be funded with the proceeds of the Additional Parity 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 Bond Service Requirement, which calculations may be based upon information provided by the Authority or County.

For purposes of preparing the certificate or certificates described above, the Authority Representative 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 Authority Representative shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles.

(b) With respect to Additional Parity Bonds that are Completion Bonds, the Authority Representative shall have filed with the Clerk a certificate demonstrating that the proceeds of the Completion Bonds to be issued and all previously issued Completion Bonds relating to the Project (net of issuance costs and any discounts) will be not more than **[10%]** of the original Costs such Project for the completion of which such Completion Bonds are then being issued.

(c) With respect to Additional Parity Bonds that are Refunding Bonds, (1) if the Refunding Bonds are not Cross-over Refunding Bonds, the Authority Representative shall have filed with the Clerk a certificate demonstrating either (i) the Maximum Bond Service Requirement will not increase after the issuance of the Refunding Bonds and the application of the proceeds thereof or (ii) the total Bond Service Charges will not increase after the issuance of such Refunding Bonds and the application of the proceeds thereof; and (2) if the Refunding Bonds are Cross-over Refunding Bonds, the Authority Representative shall have filed with the Clerk a certificate demonstrating that the Maximum Bond Service Requirement immediately following the Cross-over Date does not exceed the Maximum Bond Service Requirement immediately prior to the Cross-over Date.

(d) Each Supplemental Resolution authorizing the issuance of Additional Parity Bonds will recite that all of the covenants herein contained will be applicable to such Additional Parity Bonds.

(e) The Authority Representative shall have filed a certificate with the Clerk to the effect that neither the County nor the Authority is in default in performing any of the covenants and obligations assumed under the Bond Resolution, and all payments therein required to have been made into the Funds and Accounts, as provided in the Bond Resolution have been made to the full extent required.

Additional Parity Bonds may be issued in any form authorized by the Supplemental Resolution, including Serial or Term Bonds, Current Interest Paying or Capital Appreciation Bonds or Variable Rate Bonds, and may have such Derivative Agreements and Credit Facilities relating thereto as the County shall determine. For the purpose of demonstrating compliance with the tests set forth in the Bond Resolution and for no other purpose of the Bond Resolution, the existence of any Derivative Agreement shall be

ignored. To the fullest extent permitted by law, the County is authorized to enter into any Derivative Agreement or Credit Facility as it shall deem to be in its best interests.

Interest on and principal of the Additional Parity Bonds shall mature on such dates as may be provided by the Supplemental Resolution applicable to such Additional Parity Bonds.

Additionally, notwithstanding anything in the Bond Resolution to the contrary, the County may enter into Derivative Agreements relating to the Bonds and provide that its obligations payable under such Derivative Agreements (other than any obligation with respect to termination payments) are secured on a parity with the outstanding Bonds, without having to satisfy any of the foregoing requirements for the issuance of Additional Parity Bonds. If the County so determines to secure its payment obligations under a Derivative Agreement, the payment obligations under such Derivative Agreement (other than termination payments) shall be treated as additional interest payable under the Bond Resolution for all purposes, except as otherwise expressly provided in the Bond Resolution.

### **Outstanding Subordinated Indebtedness**

The County issued its Subordinate Airport Revenue Note, Series 2020 as a revolving line of credit facility in the principal amount of \$50,000,000 to Bank of America, N.A. (the "Series 2020 Note") on May 6, 2020 with a final maturity on May 6, 2025. As of the date hereof, the Authority does not have any draws outstanding on the Series 2020 Note. Proceeds of the Series 2020 Note may be used to finance certain capital improvements at the Airport System. The Series 2020 Note is secured by a junior and subordinate pledge of Pledged Funds as authorized by the Bond Resolution. On November 4, 2022, the Series 2020 Note was amended to extend the maturity to November 4, 2027, and to change the interest rate basis from London Interbank Offered Rates ("LIBOR") to Bloomberg Short-Term Bank Yield index rate ("BSBY"). The rate is based on the bond rating and the current rate is the one-month BSBY rate plus 0.61 percent. On September 30, 2023, the rate was 5.99 percent. Interest payments will be paid monthly on the unpaid balance until final maturity on November 4, 2027. In the event of a default under the Series 2020 Note, Bank of America, N.A. has the ability to enforce certain remedies under the Series 2020 Note, including, but not limited to, increasing the interest rate on the Series 2020 Note during such event of default. It is expected that on or about \_\_\_\_\_ 2024, the Series 2020 Note will be amended to change the interest rate basis from BSBY to the Secured Overnight Financing Rate ("SOFR"), given the upcoming cessation of BSBY.

### **No Mortgage or Sale of Land**

The County has covenanted in the Bond Resolution that it will not sell, mortgage, pledge or otherwise encumber the land or other real property which is a part of the Airport System (hereinafter referred to as "Land"), or any substantial part thereof, except as provided in the Bond Resolution.

The County shall have and has reserved the right to sell or otherwise dispose of any of the Land which the County shall determine, in the manner provided in the Bond Resolution, to be no longer necessary, useful or profitable in the operation of the Airport System, such determination to be based upon a recommendation of the Authority Representative. Prior to any such sale or other disposition of such Land, if the amount to be received therefor is not in excess of \$250,000, the Authority Representative or other duly authorized officer in charge thereof shall make a finding in writing determining that such Land is no longer necessary, useful or profitable in the operation thereof.

If the amount to be received from such sale or other disposition of such Land shall be in excess of \$250,000, the Authority Representative shall first make a finding in writing determining that such Land is no longer necessary, useful or profitable in the operation of the Airport System, and the Board shall, by resolution duly adopted, approve and concur in the finding of the Authority Representative, and authorize such sale or other disposition of the Land.

The proceeds derived from any such sale or other disposition of such Land shall be applied, at the option of the Authority evidenced by a certificate of the Authority Representative filed with the Clerk, (i) to pay all or any portion of the Cost of any Project or Improvements; (ii) to deposit to the credit of the Redemption Account (but any such deposit shall not reduce the amount otherwise required to be on deposit therein); (iii) to deposit to the credit of the Renewal, Replacement and Improvement Fund; and (iv) to pay the principal of the Series Bonds or Redemption Requirements for Term Bonds then due and payable.

The County will have the right to sell or dispose of any machinery, fixtures, apparatus, tools, instruments or other personal property, or any materials used in connection therewith if the Authority Representative determines that such articles are no longer necessary, useful or profitable in the operation of the Airport System or reduce the ability of the County to satisfy the provisions of the Bond Resolution.

Notwithstanding anything in the Bond Resolution to the contrary, the County, without the consent of or notice to the Holders of any Bonds, may transfer all of the Airport System and the operations thereof to the Authority or other special district created for the purpose of owning and operating the Airport System, provided that such authority or special district assumes all of the obligations and agrees to perform and comply with all of the covenants of the County in the Bond Resolution, and the County obtains an opinion of Bond Counsel to the effect that such transfer will not adversely affect the exclusion from gross income of interest on the Bonds (other than Taxable Bonds).

In addition to the requirements described above, all transfers of Land or other assets shall be required to comply with the laws of the State.

### **Enforcement of Collections**

The County and the Authority will reasonably enforce and collect the rates, fees and other charges for the services and facilities of the Airport System pledged pursuant to the Bond Resolution; will take all reasonable steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent, to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues pledged pursuant to the Bond Resolution shall, as collected, be held in trust to be applied as provided in the Bond Resolution and not otherwise.

### **OPTIONAL MUNICIPAL BOND INSURANCE**

Based on market conditions in existence at the time of pricing, the County will determine whether or not to purchase municipal bond insurance on all, some or none of the Series 2024 Bonds. In the event that the County deems it in its best interest to purchase a municipal bond insurance policy (the "Policy") with respect to all or a portion of the Series 2024 Bonds (referred to herein as the "Insured Bonds") from a municipal bond insurer (the "Insurer"), disclosure regarding the Insurer and the Policy will be included in the final Official Statement within this section, the "RATINGS" section will be updated to disclose the rating

or ratings on any Insured Bonds, and a specimen bond insurance policy will be attached hereto as an appendix.

## SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION

On September 5, 2024, the Board approved the Resolution No. 24-\_\_\_-\_\_\_ approving the Amendments which resolution is blacklined to show changes against the Resolution No. 00-03-04 and a copy of which is attached hereto as "APPENDIX D-2 – AMENDMENTS TO THE BOND RESOLUTION". The Amendments include, among other things, substantive changes to certain definitions, the additional bonds test, the addition of an Available Revenues concept and the addition of a Released Revenues concept, along with numerous other changes to improve the County's flexibility and clarify the County's rights and obligations in a manner consistent with many modern bond resolutions. By purchasing the Series 2024 Bonds, the holders thereof shall be deemed to have consented to the Amendments to the Bond Resolution as further described herein. The proposed amended and restated Bond Resolution is attached hereto as APPENDIX D-1.

**The most significant Amendments are described briefly below alphabetically by subject area, but the following does not describe each and every Amendment and is subject in all respects to the actual text of the amendments shown by the blacklined changes contained in "APPENDIX D-2 – AMENDMENTS TO THE BOND RESOLUTION" attached hereto.** Section references are to the specific section of the Bond Resolution attached hereto as APPENDIX D-1 where the particular Amendment may be found and all defined terms in the summary below shall have the definitions provided in the Bond Resolution.

- Additional Parity Bonds – Section 5.12
- The current requirements to issue Bonds for Additional Projects will be streamlined and simplified.
  - The revised additional bonds test will eliminate the need to satisfy both a historic and a prospective coverage test and, instead, will allow the County to satisfy either a historical coverage test (as certified by an Authority Representative or an Airport Consultant) or a prospective coverage test (as certified by an Airport Consultant) for the next three Fiscal Years, or if there is no Capitalized Interest funded from proceeds of the Additional Parity Bonds, for the next two Fiscal Years.
  - Under both the new historical and prospective test, the requirement will be that Net Revenues are sufficient to satisfy the rate covenant requirements (see Section 5.04 in the Bond Resolution attached hereto as APPENDIX D-1).
  - Additionally, the revised additional bonds test allows the Authority Representative or the Airport Consultant, as applicable, to (i) make certain adjustments to Net Revenues for increased fees, rates, charges, rentals or other sources of Revenues in certain situations and (ii) use unaudited financial statements if audited financial statements are not available provided that Authority Representative certifies as to the accuracy of such

unaudited statements and that they were prepared substantially in accordance with generally accepted accounting principles.

Airport System Definition – Section 1.02

- Neither a historical nor a prospective test is required for Additional Bonds the proceeds of which are used to complete the construction of an Additional Project if the amount of Additional Bonds is less than [10%] of the principal amount of the Bonds originally issued for such Additional Project.
- Creates new concept of the "Airport System" allowing other County owned and Authority operated aviation facilities or airports, other than Page Field, to be part of the Airport System. Page Field may be added to the Airport System by Supplemental Resolution, and upon confirmation that the ratings on the Bonds will not be reduced or withdrawn and upon receipt of written consent on any bond insurer or credit enhancer then providing credit support to the Bonds. Notwithstanding the foregoing, proceeds of the Bonds or Subordinated Indebtedness may be used to finance improvements at Page Field in accordance with new Section 5.30 of the Bonds Resolution.

Available Revenues – Section 5.27

- A definition for "Available Revenues" will be added so that certain items not currently considered "Revenues" may be designated by the Authority by Supplemental Resolution in the future and used to pay principal and interest on Bonds.
- Available Revenues may consist of CFCs, PFCs and any other future income or revenue source not then included in the definition of "Revenues" and which the Authority designates as "Available Revenues" in a future Supplemental Resolution.
- Section 5.27 will be added to describe how the Authority may designate Available Revenues and also to provide other provisions for the receipt, deposit and application thereof into functionally similar accounts to be established by Supplemental Resolution and a credit against other amounts to be deposited to the Revenue Fund.

Bond Service Requirement – Section 1.02

- The definition of "Bond Service Requirement" will be revised to add rules for purposes of determining the amount of the Bond Service Requirement in any Fiscal Year in connection with (i) the treatment of Available Revenues or moneys other than Revenues irrevocably committed or other amounts actually deposited with the Trustee for the purpose of paying debt service on Bonds, and (ii) the

payment or expected payment of debt service on Bonds from cash subsidies or other similar payments made or expected to be made by the U.S. Treasury or other federal or state government entity to or on behalf of the County.

- Current Expenses – Section 1.02
  - The definition of "Current Expenses" will be revised to clarify that expenses will not include expenses funded by Special Purpose Facility Debt or sources other than Revenues.
- Funds and Accounts – Section 5.02
  - Provides for the creation of a separate subaccount in the Reserve Account for any Series of Bonds with its own Reserve Account Requirement, which may be zero (\$0.00), which Series of Bonds shall only be secured by such subaccount and not by any other moneys in the Reserve Account.
  - Allows for funds held in the Airport Fund to be used for capital improvements at Page Field.
- Federal Income Taxation Covenants – Section 5.15
  - New definitions of "Tax-Exempt Bonds" and "Taxable Bonds" will be added to distinguish between the potential federal income tax treatment of interest on such Bonds.
- Notice of Redemption – Section 2.11
  - Section 2.11 will be revised to (i) allow for a conditional notice of redemption and (ii) clarify that a published notice of redemption in a newspaper is no longer required.
- Pledged Funds – Section 1.02
  - A definition of "Pledged Funds" will be revised to include the term "Available Revenues" so that the County may designate certain funds to secure only the Series of Bonds to which they are pledged by Supplemental Resolution (see "Available Revenues" above and Section 5.27 in the Bond Resolution attached hereto as APPENDIX D-1).
- Released Revenues – Section 5.29
  - A definition for "Released Revenues" will be added so that certain categories of income, receipts and other revenues of the Airport System may be designated as such by Supplemental Resolution and excluded from the definition of "Revenues".
  - A new Section 5.29 will be added which allows the removal of certain revenues from the pledge of the Bond Resolution, provided that the following requirements are met: (i) a written request from an Authority Representative is filed with the Clerk certifying that the Authority is not currently in default under the rate covenant set forth in Section 5.04 of the Bond Resolution attached hereto as APPENDIX D-1, and (ii) a certificate from an Authority Representative or Airport Consultant is filed with the Clerk to the effect that Net Revenues, excluding the proposed Released Revenues, for each of the two

immediately prior Fiscal Years for which audited financial statements are available, were sufficient to satisfy the rate covenant set forth in Section 5.04 in the Bond Resolution attached hereto as APPENDIX D-1, assuming that 110% (instead of 100%) was used in Section 5.04(ii) and 135% (instead of 125%) was used in Section 5.04(i) in the Bond Resolution attached hereto as APPENDIX D-1.

Revenues – Section 1.02

- The definition of "Revenues" will be revised to include (i) gifts, grants, reimbursements, or payments received from governmental units or public agencies, which are lawfully available for certain purposes, (ii) Special Purpose Facility Revenues, to the extent designated as Revenues by Supplemental Resolution, (iii) CFCs which are not Available Revenues and (iv) PFCs which constitute Revenues pursuant to Section 3.02 of the Bond Resolution.
- The definition of "Revenues" will be revised to exclude: (i) revenues from Page Field, unless Page Field is added to the Airport System, (ii) gifts, grants, reimbursements, or payments received from governmental units or public agencies, which are not lawfully available for certain purposes, (iii) certain restricted insurance proceeds, (iv) Transfers, (v) Released Revenues, (vi) unrealized gains on securities, (vii) gains resulting from changes in valuations of Derivatives, (viii) unrealized gains from writer-down, reappraisal or revaluation of assets, (ix) proceeds of Bonds and Subordinated Indebtedness, (x) PFCs, except to the extent included as Revenues pursuant to Section 3.02 of the Bond Resolution, (xi) any Available Revenues, (xiii) certain investment income, cash subsidy payments, arbitrage earnings, certain Project Account interest earnings and (xiv) Special Purpose Facility Revenues, except as otherwise provided by Supplemental Resolution.

Special Purpose Facilities – Section 5.23

- New definitions of "Special Purpose Facilities," "Special Purpose Facility Debt" and "Special Purpose Facility Revenues" will be added to allow the authority to pledge specific revenues for projects with owners or operators of certain special facilities and designate by Supplemental Resolution whether or not such facilities constitute part of the Airport System and whether or not the revenues from such project will be included in "Revenues."
- Section 5.23 will be revised to allow the County to issue Special Purpose Facility Debt provided that prior to its issuance the Authority Representative provides the Clerk with a certificate certifying to various requirements in

Supplemental Resolutions and  
Amendments – Article X

accordance with the Bond Resolution (See Section 5.23 in the Bond Resolution attached hereto as APPENDIX D-1).

- The process by which the Bond Resolution may be amended with and without the consent of holders of the Bonds will be streamlined and simplified.
- Article IX will be modified to, among other things: (i) create a new categories of amendments which the County may make without Bondholder or Trustee consent; (ii) eliminate the need to publish notice of such amendments; (iii) eliminate the ability of subsequent holders of the Bonds to revoke prior consents; (iv) allow for the "deemed execution" of written consents by holders of the Bonds, underwriters and other agents; and (v) differentiate between outstanding Bonds which may or may not be insured for purposes of allowing a Credit Provider to provide consent in lieu of the holders of insured Bonds under certain conditions.

The County currently anticipates that the effective date of the Amendments will occur simultaneously with the issuance of the Series 2024 Bonds.

The statements contained in this Official Statement that purport to summarize provisions of the Bond Resolution contain summaries of the Bond Resolution as of the date of issuance of the Series 2024 Bonds, which take into account the implementation of such Amendments.

**PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS SHOULD REVIEW ALL OF THE AMENDMENTS IN "APPENDIX D-2 – AMENDMENTS TO THE BOND RESOLUTION" ATTACHED HERETO FOR THE COMPLETE TEXT THEREOF.**

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## ESTIMATED SOURCES AND USES OF FUNDS

The proceeds from the sale of the Series 2024 Bonds are expected to be applied as follows:

### SOURCES OF FUNDS

Par Amount of Series 2024 Bonds  
Plus/Less [Net] Original Issue Premium/Discount

### TOTAL SOURCES OF FUNDS

### USE OF FUNDS

Deposit to Project Fund  
bonds  
202  
Costs of Issuance<sup>(1)</sup>

### TOTAL USES OF FUNDS

- 
- <sup>(1)</sup> Includes Underwriters' discount (including the fees of Underwriters' counsel), fees of Bond Counsel, Disclosure Counsel and financial advisor, the rating agencies, as well as other related fees and expenses.

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## DEBT SERVICE SCHEDULE

The following table sets forth the debt service requirements for the Parity Bonds and the Series 2024 Bonds.

Period Ending (October 1)	Parity Bonds Debt Service	Series 2024 Bonds			Aggregate Debt Service
		Principal	Interest	Debt Service	
TOTAL					

## THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM

### General

The County is a political subdivision of the State and is governed by a five-member Board of County Commissioners of Lee County, Florida (the "Board"). The County is located on the Gulf of Mexico in the southwestern portion of the State and encompasses approximately 811 square miles, including several small islands in the Gulf of Mexico. Four incorporated municipalities are located on the mainland: Fort Myers, Estero, Bonita Springs and Cape Coral. There are two other island municipalities. The Town of Fort Myers Beach is located on Estero Island and the City of Sanibel is situated on Sanibel Island. The unincorporated communities include Lehigh Acres, North Fort Myers, Tice, Alva, Matlacha, Bokeelia, St. James City and Captiva Island. The County in 2023 had an estimated population of 750,493. The County owns and, through the Lee County Port Authority (the "Authority"), operates the Airport System.

### The Authority

The Authority was created by the County in 1990 and is responsible for the operation, management and development of all properties, facilities, systems and personnel associated with air and sea transportation and commerce within the County, which properties and facilities currently consist of the Airport System and Page Field (described below). Page Field is currently not part of the Airport System. The Port Authority Board is the governing body of the Authority. The members of the Board also serve as members of the Port Authority Board.

The County owns, and through the Authority, operates the Airport System, a commercial air carrier airport, and Page Field, an executive and general aviation airport. The Airport System, which began operations on May 14, 1983, is a commercial air carrier airport serving Southwest Florida. The Airport System is located adjacent to Interstate 75 approximately 15 miles southeast of the downtown business center of the City of Fort Myers. Page Field is the area's former commercial airport, and it is now operated by the Authority as a reliever airport. The Series 2024 Bonds are not payable from, or secured by a pledge and lien on, any net revenues or funds derived from the operation of Page Field. See "- Enplaned Passengers at the Airport System" herein for a description of historical enplanements at the Airport System.

### Air Trade Area

The geographical area served by the Airport System primarily consists of the five Florida Counties of Lee (the county in which the Airport System is located), Charlotte, Collier, Glades, and Hendry (the "Air Trade Area") and includes a population of approximately 1.5 million. Although the Airport System's total service area is larger than these five counties, it is the economic strength of the Air Trade Area that primarily supports the Airport System. Punta Gorda Airport (36.7 road miles) is the only other airport providing commercial air service in the Air Trade Area and is served by one commuter air carrier, Allegiant Air.

There is minimal diversion of air traffic out of the Air Trade Area because the Airport System is relatively distant from alternative airports. The air carrier airports in nearby cities are Sarasota (74 road miles), Tampa (130 road miles), Fort Lauderdale (145 road miles) and Miami (165 road miles), each of which serves a separate, distinct market and, with few exceptions, derives passengers primarily from its respective market area.

### Management and Administration

The Authority is a body politic and corporate created by the Board of the County in 1990 pursuant to Chapters 63-1541, Laws of Florida, and Chapters 125 and 332, Florida Statutes, and codified into Ordinance No. 90-02, as amended and restated by Ordinance No. 01-14. Prior to the creation of the Authority, the Airport System and Page Field were operated as a department of the County. The Authority is responsible for operations, management and development of properties, facilities, systems and personnel associated with air or sea transportation or commerce located in the County.

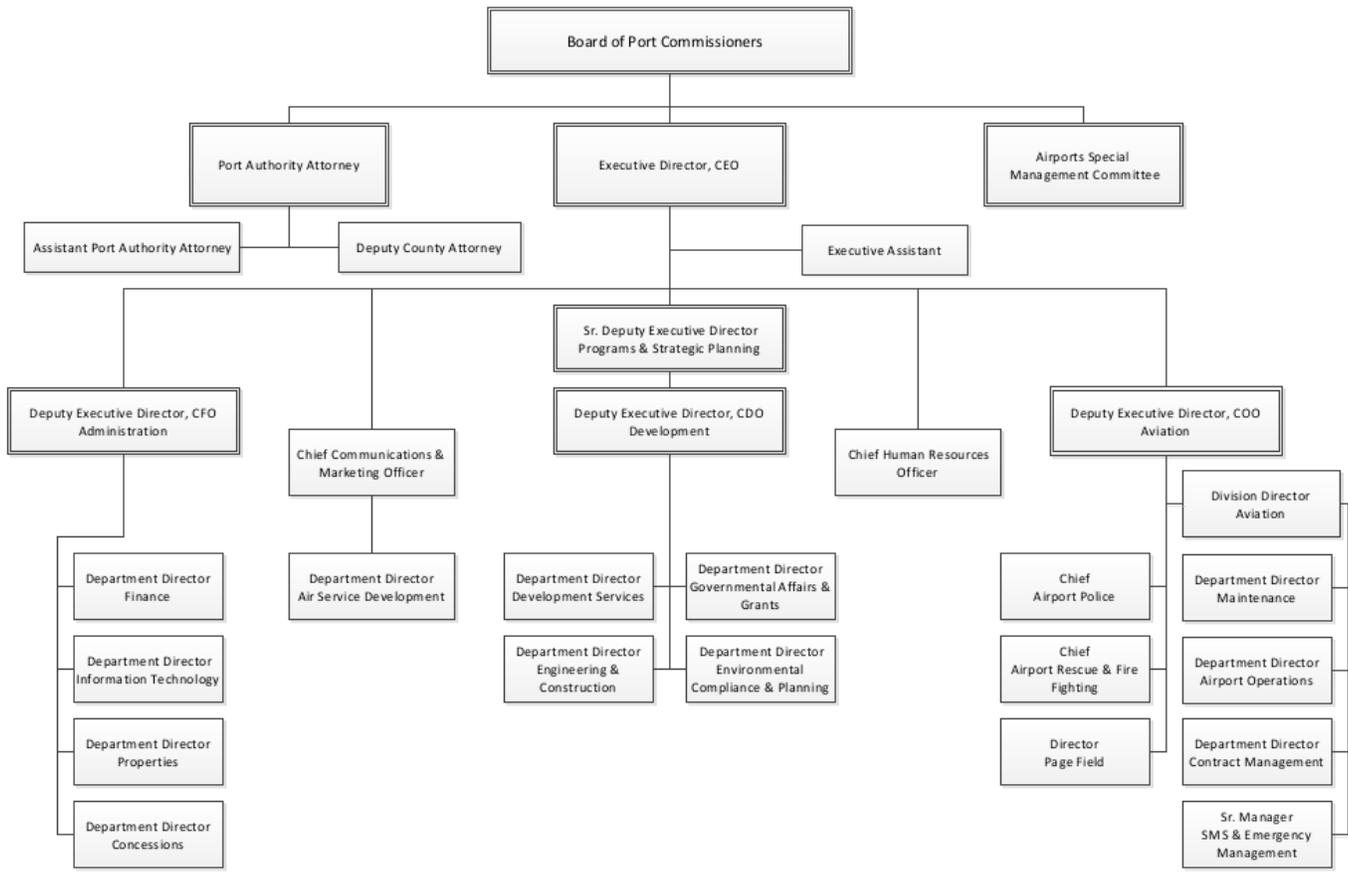
Each of the five members of the County's Board is, by virtue of such status, a member of the Port Authority Board. Each member of the Port Authority Board appoints a County resident as a member of the Airport System's Special Management Committee, an advisory panel which provides recommendations with respect to the operation, management and development of the County airports to the Port Authority Board. In addition, the Chairman of the Port Authority Board is entitled to name two additional representatives to the Special Management Committee, one each from Collier and Charlotte Counties. The Executive Director of the Authority reports to the Port Authority Board on a regular basis and works with the Special Management Committee in its advisory capacity to the Port Authority Board.

The Authority has three divisions that are headed by Deputy Executive Directors who report to the Executive Director. Each division has several departments headed by managers who report to their respective Deputy Executive Director. The divisions are Administration, Development and Aviation.

The chart below illustrates the organizational structure of the Port Authority Board, the Airport System Special Management Committee and the senior management of the Authority.

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# LEE COUNTY PORT AUTHORITY



The Airport System is managed by an Executive Director who is appointed by the Port Authority Board and, as of September 30, 2023, oversees a budgeted staff of 409 full-time employees. Brief biographies of the Executive Director, Deputy Executive Director, Administration, Deputy Executive Director, Aviation, Deputy Executive Director, Development, and Department Director - Finance are set forth below.

*Steven C. Hennigan, Executive Director.* As the Executive Director of the Authority. Mr. Hennigan directs the operation of the Airport System and Page Field. He was appointed Interim Executive Director in January 2024. Prior to assuming his current position, Mr. Hennigan served as the Deputy Executive Director, Aviation. Mr. Hennigan has been employed by the Authority since 2021. He was previously employed as the chief of operations for the Houston Airport System, where he managed operations at George Bush Intercontinental Airport and William P. Hobby Airport. Mr. Hennigan holds a Bachelor of Science in aviation business administration from Embry-Riddle Aeronautical University.

*Mark R. Fisher, Senior Deputy Executive Director - Capital Programs & Strategic Planning (also serving as acting Deputy Executive Director- Aviation).* Mr. Fisher, as Senior Deputy Executive Director, is responsible for managing the 5 and 10 Year Capital Improvement Plan and Programs for the Airport System and Page Field. In addition, he assists with the overall airport development process including project planning, permitting, grant funding, legislative compliance, and engineering and construction. Mr. Fisher also assists the Executive Director's office with the general administration of the Authority, including pay plan studies, revenue support land development, internal and external strategic initiatives, etc. On an acting basis, he is currently also overseeing the administrative functions of the Aviation Division which includes the areas of police, fire, maintenance, operations, security, service contracts, and Page Field. Prior to assuming his current position in 2022, Mr. Fisher held numerous managerial positions within the areas of government affairs, construction and engineering with the Authority. He has been employed by the Authority since 1988. Mr. Fisher was previously employed by Piedmont Airlines and an aviation consulting firm in the Lexington, Kentucky area. He earned a Bachelor of Science degree in communications from the University of Kentucky and is accredited by the American Association of Airport Executives.

*Brian W. McGonagle, Deputy Executive Director, Administration.* Mr. McGonagle, as Deputy Executive Director, Administration, is responsible for administering all areas of finance, procurement, properties, information technology and risk management. Prior to assuming his current position, Mr. McGonagle held various accounting and budgetary management positions with the Authority. Mr. McGonagle has been employed by the Authority since 1997. Mr. McGonagle was previously employed with Bank of Boston and United Airlines. Mr. McGonagle holds a Bachelor of Science in accounting from the University of Massachusetts/Boston and is a member of the Florida Government Finance Officers Association.

*Emily Underhill, Deputy Executive Director, Development.* Ms. Underhill, as Deputy Executive Director, Development, has oversight of engineering and construction, planning and environmental compliance, governmental affairs and grants. The development division is responsible for managing consulting and contracting efforts associated with all development projects at the Airport System and Page Field. She has been employed by the Authority since 1996. Prior to joining the Authority, Ms. Underhill worked for over seven years as an aviation consultant on projects in New England and Florida. She holds a Bachelor of Science degree in civil engineering from the University of Maine and is a registered professional engineer in both Maine and Florida. Ms. Underhill is also accredited by the American Association of Airport Executives and is former past chair of Airports Council International (ACI) Operations and Technical Affairs Committee and has served as a North American representative of ACI's World Standing Technical Committee.

*David W. Amdor, Department Director - Finance.* Mr. Amdor, as Department Director - Finance of the Authority, is responsible for administering all operating budgets, and fiscal controls, and developing financial and reporting systems utilized by the Authority. Other responsibilities include both long and short term financial planning and procurement. He came to the Authority from Omaha, Nebraska where he served as finance manager for the Omaha Airport Authority. Mr. Amdor has been employed by the Authority since 2020. He was previously employed by Deloitte & Touche LLP. He earned a Bachelor of Science degree in accounting and a master's in business administration from Eastern Illinois University. He is a certified public accountant and member of the AICPA.

## **Description of the Airport System's Existing Facilities**

The Airport System occupies approximately 6,400 acres of land in Lee County and is located approximately 15 miles southeast of downtown Fort Myers. Existing facilities at the Airport System are described below.

Land. In addition to the existing 6,400 acres, the Authority has purchased over 7,000 acres of noncontiguous land to be used for environmental mitigation, including mitigation for planned future development.

Airfield Facilities. Runway 6/24, the sole operating air carrier runway, is 12,000 feet in length and 150 feet in width and is constructed of asphaltic concrete. There are also 200 foot paved overruns off each end of Runway 6/24. A full length, 12,000-foot parallel taxiway just south of the existing runway provides direct access from the runway to the Airport System terminal for all aircraft. There are also four connecting taxiways.

Runway 6/24 is equipped with a Category I precision instrument landing system (ILS). Additional non-precision approaches are available to both ends of Runway 6/24.

### Terminal Building.

The midfield terminal building is a three-story structure which, together with three concourses, totals 791,000 square feet and houses 28 gates. With the exception of a commuter gate, all gates are equipped with ramp drive passenger boarding bridges, 400 Hz ground power and pre-conditioned air for parked aircraft. Ticketing, airline offices, concession areas, security pavilions, public space and restrooms are located on the second (departure) level with baggage facilities, public space and restrooms on the lower (arrival) level. The mezzanine third level accommodates airport administrative offices and mechanical/electrical equipment space.

The first phase of the Terminal Expansion project was funded with proceeds from the Series 2021B Bonds and will consolidate the Airport's TSA checkpoints to provide more public space. The total Terminal Expansion – Phase 1 project cost was initially estimated to cost approximately \$332 million, and the estimated cost for Fiscal Year 2024 through Fiscal Year 2031 was originally estimated to total approximately \$146 million, of which approximately \$70 million was to be funded through PFC-pledged Airport Revenues Bonds, and approximately \$46 million was to be funded through Airport Revenue Bonds without a pledge of PFCs. The remaining portion of the project was originally anticipated to be funded using Florida Department of Transportation ("FDOT") grant funding. For more information about additional costs and delays, see "Capital Improvement Program and Funding Sources--Terminal Project—Terminal Expansion-Phase 1" below.

Airline gate hold rooms, concessions, public space and restrooms are located on the second (departure) level. The lower (ramp) level is exclusively used for airline/airport operations and one of the concourses features international gates supported by a full complement of international arrivals processing facilities.

Air Cargo Facilities. Air cargo operations are located in two buildings on separate sites southwest of the terminal building with approximately 13,500 and 24,000 square feet, respectively. The all-cargo carriers operate from the 24,000 square foot building that is adjacent to a 207,000 square foot air cargo apron. The building can be expanded to approximately 50,000 square feet on its existing site and additional land is available to build another similarly sized facility to meet future demand. The 13,500 square foot building accommodates the belly-cargo carried by passenger airlines. The Authority is in negotiations with a third party developer to construct and operate a new 15,000 square foot air freight building adjacent to the terminal building.

Access and Roadways. Access to the Airport System is provided by an Interstate 75 connector that provides northbound and southbound travelers direct access into the Airport System. A four-lane, divided, perimeter roadway system encircles the long and short-term parking areas providing direct access to the terminal area from Ben Hill Griffin Parkway. The roadway segment along the face of the terminal is two levels, supporting the vertical separation of arrival and departure passenger movements. Five traffic lanes serve ticketing/check-in for departures on the upper level and seven traffic lanes on the ground level serve baggage claim/ground transportation for arrivals. Recirculation roads and service roads provide access to employee parking, air cargo facilities and terminal service areas. Direct access is provided to the terminal area for emergency vehicles.

Parking. Parking at the Airport System is provided by a three-story parking garage and a long-term surface parking lot. The parking garage accommodates rental cars on the lower level and 2,523 vehicles on two structured floors for short term parking only. The Airport System has a long-term surface parking lot with 8,744 spaces and access to and from the terminal via a shuttle bus system. Total parking in the parking garage and long-term lot is 11,267 spaces.

Aircraft Parking Apron and Fueling System. An airside apron serves parked aircraft on both sides of the three linear concourses and an aircraft fueling system allows parking for 28 air carrier positions with the flexibility for both narrow body and wide body aircraft. All aircraft parking positions are served by an in-pavement fuel hydrant system consisting of piping loops around the concourses and branch service lines serving fueling pits at each gate.

Airport Support Facilities. Airport support facilities include the air traffic control tower, a FAA certified airport rescue and firefighting building, an airport maintenance facility, a centralized receiving and distribution center facility and service buildings including a staff training facility.

### **Airlines Serving the Airport System**

As of January 1, 2024, scheduled passenger service at the Airport System was provided by eleven domestic air carrier airlines, five regional/commuter airlines and five international charter air carriers. In addition to these airlines, a number of other domestic and international charter airlines also operate at the Airport System during the peak winter months. Two cargo carriers also operate at the Airport System. The following table lists the airlines serving the Airport System, including all airlines operating passenger

service into the Airport System that have entered into an Airline - Airport Use and Lease Agreement (each, a "Use Agreement") with the Authority (the "Signatory Airlines").

### **Airlines Serving the Airport System<sup>(1)</sup>**

#### Domestic Air Carriers

Alaska Airlines  
 American Airlines\*  
 Avelo Airlines<sup>(2)</sup>  
 Breeze Airlines<sup>(3)</sup>  
 Delta Air Lines\*  
 Frontier Airlines\*  
 JetBlue Airways\*<sup>(5)</sup>  
 Southwest Airlines\*<sup>(6)</sup>  
 Spirit Airlines\*<sup>(7)</sup>  
 Sun Country\*<sup>(8)</sup>  
 United Airlines\*

#### Regional/Commuters

Endeavor Air  
 Envoy  
 PSA Airlines  
 Republic  
 Mesa

#### International Air Carriers<sup>(6)</sup>

Air Canada  
 Discover-(formerly Eurowings Discover)  
 Porter Air<sup>(4)</sup>  
 Westjet  
 Eastern Air Express<sup>(9)</sup>

#### All Cargo Carriers

FedEx  
 United Parcel Service

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\* Denotes Signatory Airline as defined in the Use Agreements.

(1) During the peak winter months, a number of other domestic and international charter airlines also operate at the Airport System.

(2) New Airlines: Avelo Airlines started service as a new carrier at the Airport System in November 2021 and currently has service to New Haven (HVN), Raleigh/Durham (RDU), and Wilmington (ILG).

(3) New Airline: Breeze Airways started service as a new carrier at the Airport System in June 2022 and currently has or has announced service to Akron-Canton (CAK) – seasonal, Bangor (BGR) (starting October 2024), Charleston (CHS), Columbus (CMH) – seasonal, Hartford (BDL), Lansing (LAN) (starting October 2024), Las Vegas (LAS), Louisville (SDF) – seasonal, Manchester (MHT) (starting October 2024), New Orleans (MSY) – seasonal, Norfolk (ORF), Pittsburgh (PIT) – seasonal, Portland, Maine (PWM) – seasonal, Providence (PVD), and Raleigh-Durham (RDU) – seasonal.

(4) New Airline: Porter Airlines started service as a new carrier at the Airport System in November 2023 and currently has service to Toronto, Canada (YXZ).

(5) New market added since October 2021 includes Worcester (ORH).

(6) New market added since October 2021 includes Albany (ALB).

(7) New markets added since October 2021 include Louisville (SDF), Norfolk (ORF), San Juan (SJU), and Charleston (CHS).

(8) New markets added since October 2021 include Green Bay (GRB), Eau Claire (EAU), and Duluth (DLH).

(9) Operates scheduled charter flights to Havana, Cuba (HAV), Santa Clara, Cuba (SNU), and Camaguey, Cuba (CMW).

Source: Lee County Port Authority.

## Enplaned Passengers at the Airport System

The Airport System is primarily a domestic origin and destination airport, with 100% of the traffic being origin and destination traffic. Passenger enplanements increased steadily between Fiscal Years ended September 30, 2014 and 2023 with the exceptions of Fiscal Years ended September 30, 2020 and September 30, 2023. Traffic sharply declined in the Fiscal Year ended September 30, 2020 as a result of the COVID-19 pandemic that began to impact traffic at the Airport System in March, 2020. Traffic also declined in the Fiscal Year ended September 30, 2023 as a result of Hurricane Ian impacting destination travel the first half of that Fiscal Year. The compounded annual growth rate for the eleven year period of 2014 -2023 is 1.89% and the compounded growth rate for the ten year historical period of 2014-2024 is 3.41%. See "AIRPORT FINANCIAL FACTORS - Management Discussion and Analysis" herein. The following tables set forth the historical enplanements for the Airport System by air carrier type for Fiscal Years ended September 30, 2014 through 2023, as well as the compound annual growth rate in enplaned passengers for the Fiscal Years ended September 30, 2014 through 2023 and through management's projected 2024 forecast and a monthly comparison of enplanements by carrier type for the Fiscal Years ended September 30, 2021 through and including 2023.

### Historical Enplanements by Carrier Type

Fiscal Year Ended September 30	Commercial Air Carriers	International Air Carriers	Domestic Charters	Airport Total	Percent Change
2014	3,839,959	147,248	2,109	3,989,316	3.4%
2015	3,993,893	158,426	2,870	4,155,189	4.2
2016	4,133,991	188,683	10,323	4,332,997	4.3
2017	4,212,030	197,746	11,892	4,421,668	2.0
2018	4,483,413	171,193	7,607	4,662,213	5.4
2019	4,837,879	188,521	275	5,026,675	7.8
2020 <sup>(1)</sup>	3,406,616	121,469	191	3,528,276	(29.8)
2021	4,429,578	7,601	389	4,534,976	28.5
2022	5,421,160	112,492	353	5,571,537	22.8
2023 <sup>(2)</sup>	4,569,380	144,022	0 <sup>(4)</sup>	4,721,401	(15.2)
2024 <sup>(3)(4)</sup>	N/A	N/A	0 <sup>(4)</sup>	5,532,000	17.2

(1) Enplanements sharply declined beginning in March, 2020 as a result of COVID-19. See "— Monthly Comparison of Enplanements" below and "CERTAIN INVESTMENT CONSIDERATIONS – Coronavirus (COVID-19)" herein for more information.

(2) Due to the impact of Hurricane Ian enplanements sharply declined beginning September 28, 2022. See "CERTAIN INVESTMENT CONSIDERATIONS – Climate change" herein for more information.

(3) See Report of the Airport Consultant attached hereto as APPENDIX C.

(4) These numbers reflect estimates for Fiscal Year 2024.

(5) Domestic charters on various small air carriers has been reduced, eliminated and/or reclassified.

Source: Lee County Port Authority.

**Monthly Comparison of Enplanements**  
**Fiscal Year ending September 30,**

Month	2021			2022			% Change from 2021	2023			% Change from 2022	2024 YTD			% Change from 2023
	Domestic	Inter-national	Total	Domestic	Inter-national	Total		Domestic	Inter-national	Total <sup>(1)</sup>		Domestic	Inter-national	Total	
October	196,736	169	196,905	361,697	2,969	364,666	85%	194,912	5,516	200,428	-45%	340,951	8,423	0	N/A
November	237,458	975	238,433	486,102	8,036	494,138	107%	391,079	13,299	404,378	-18%	456,403	17,218	0	N/A
December	289,672	1,275	290,947	509,648	11,027	520,675	79%	400,673	14,029	414,702	-20%	506,299	21,045	0	N/A
January	360,546	1,982	362,528	524,712	9,305	534,017	47%	450,198	19,847	470,045	-12%	541,358	23,903	565,261	20%
February	350,258	397	350,655	549,359	8,932	558,291	59%	455,444	16,029	471,473	-16%	573,364	21,611	594,975	26%
March	563,416	81	563,497	740,051	19,827	759,878	35%	563,598	20,264	583,862	-23%	720,376	29,565	749,941	28%
April	594,004	159	594,163	625,376	21,309	646,685	9%	508,406	20,454	528,860	-18%	595,799	23,291	619,090	17%
May	499,049	158	499,207	435,202	8,377	443,579	-11%	397,076	6,893	403,969	-9%	434,908	6,494	441,402	9%
June	426,743	59	426,802	331,498	5,239	336,737	-21%	319,536	7,063	326,599	-3%	346,646	6,607	353,253	8%
July	408,810	5	408,815	329,063	7,019	336,082	-18%	329,076	7,880	336,956	0%	0	0	0	N/A
August	335,492	1,266	336,758	309,678	6,347	316,025	-6%	298,271	7,179	305,450	-3%	0	0	0	N/A
September	265,191	1,075	266,266	256,659	4,105	260,764	-2%	269,110	5,569	274,679	5%	--	--	--	N/A
	4,527,375	7,601	4,534,976	5,459,045	112,492	5,571,537		4,577,379	144,022	4,721,401		4,516,104	158,157	4,674,261	

<sup>(1)</sup> Decline in enplanements due to the impact of Hurricane Ian.  
Source: Lee County Port Authority.

**Historical Enplanements by Airline<sup>(1)</sup>**

Airline	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023	
	Enplanements	Share								
Southwest	887,332	17.65%	657,913	18.65%	1,036,785	22.86%	1,005,145	18.04%	862,473	18.27%
Delta	1,009,698	20.09%	620,041	17.57%	838,146	18.48%	1,165,759	20.92%	1,020,041	21.60%
American	723,527	14.39%	517,114	14.66%	647,720	14.28%	790,635	14.19%	703,414	14.90%
Frontier	463,201	9.21%	370,515	10.50%	331,561	7.31%	430,042	7.72%	267,430	5.66%
Spirit										
Airlines	505,642	10.06%	366,618	10.39%	417,004	9.20%	483,302	8.67%	290,267	6.15%
JetBlue	566,923	11.28%	351,503	9.96%	421,140	9.29%	580,793	10.42%	499,406	10.58%
United	486,043	9.67%	349,831	9.92%	601,524	13.26%	745,055	13.37%	674,761	14.29%
Sun Country	133,342	2.65%	98,764	2.80%	124,641	2.75%	159,423	2.86%	139,484	2.95%
Republic	25,577	0.51%	41,003	1.16%	79,939	1.76%	24,015	0.43%	1,874	0.04%
Mesa	4,800	0.10%	22,913	0.65%	6,079	0.13%	11,135	0.20%	-	0.00%
Endeavor										
Air	28,845	0.57%	10,154	0.29%	3,978	0.09%	227	0.00%	-	-
Skywest	993	0.02%	247	0.01%	3,690	0.08%	-	-	-	-
Domestic										
Total	275	0.01%	191	0.01%	389	0.01%	353	0.01%	-	-
Alaska	-	-	-	-	11,057	0.24%	26,994	0.48%	19,942	0.42%
Atlantic										
Southeast	160	0.00%	-	-	-	-	-	-	-	-
Envoy Air					1,082	0.02%	1,125	0.02%	5,239	0.11%
GoJet	564	0.01%	-	-						
PSA	-	-	-	-	2,640	0.06%	1,030	0.02%	886	0.02%
Avelo	-	-	-	-			30,118	0.54%	68,861	1.61%
Silver	1,232	0.02%	-	-	-	-				
Breeze							3,894	0.07%	23,301	0.49%
Domestic										
Total	4,838,154	96.25%	3,406,807	96.56%	4,527,375	99.83%	5,459,045	97.98%	4,577,379	96.95%
Air Canada	104,325	2.08%	71,817	2.04%	5,530	0.12%	62,316	1.12%	72,022	1.53%
Air Transat							252	0.00%		
Eurowings	29,538	0.59%	12,321	0.35%	-	-	14,510	0.26%	18,865	0.40%
PASS										
Charters	-	-	-	-	-	-	-	-	-	-
Silver	-	-	-	-	-	-	-	-	-	-
Sun Country										
Swift Air	-	-	1,614	0.05%	-	-	2,188	0.04%	4,712	0.10%
Westjet	54,658	1.09%	35,717	1.01%	2,071	0.05%	33,226	0.60%	48,423	1.03%
World										
Atlantic	-	-	-	-	-	-	-	-	-	-
International										
Total	188,521	3.75%	121,469	3.44%	7,601	0.17%	112,492	2.02%	144,022	3.05%
Airport										
Total	5,026,675	100%	3,528,276	100%	4,534,976	100%	5,571,537	100%	4,721,401	100%

<sup>(1)</sup> Airline service at the Airport System is reasonably balanced among carriers. The top four carriers in the Fiscal Year ended September 30, 2023 were Delta: 21.7%, Southwest: 18.1%, American: 14.9% and United: 14.3%.

Source: Lee County Port Authority.

## Historical Landed Weight

The following table presents historical data on the Airport System's total landed weight by carrier.

### Historical Landed Weight By Airline (1,000 lbs.)

Airline	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023	
	Landed Weight	Share								
Southwest	908,526	16.44%	934,512	19.76%	1,275,605	21.59%	1,043,275	16.95%	975,341	18.26%
Delta	1,064,948	19.28%	795,213	16.82%	1,280,542	21.67%	1,224,346	19.90%	1,075,794	20.14%
American	786,599	14.24%	642,674	13.59%	753,052	12.74%	823,052	13.38%	773,468	14.48%
JetBlue	621,492	11.25%	479,433	10.14%	538,435	9.11%	629,481	10.23%	533,564	9.99%
United	506,866	9.17%	455,571	9.63%	738,974	12.51%	823,656	13.39%	719,977	13.48%
Spirit Airlines	518,010	9.38%	449,373	9.50%	459,746	7.78%	520,044	8.45%	315,401	5.91%
Frontier	427,905	7.74%	397,054	8.40%	361,461	6.12%	448,704	7.29%	267,693	5.01%
Cargo	214,692	3.89%	208,029	4.40%	197,448	3.34%	192,128	3.12%	220,004	4.12%
Alaska Airlines					24,370	0.41%	31,760	0.52%	22,002	0.41%
Sun Country	136,763	2.48%	101,797	2.15%	126,829	2.15%	151,831	2.47%	133,353	2.50%
Republic Airline	33,041	0.60%	56,868	1.20%	99,256	1.68%	29,272	0.48%	2,761	0.05%
Mesa	5,397	0.10%	31,002	0.66%	7,346	0.12%	12,293	0.20%	320	0.01%
Endeavor Air	33,795	0.61%	11,265	0.24%	6,668	0.11%	225	0.00%		0.00%
Domestic										
Charters	2,630	0.05%	1,873	0.04%	5,717	0.10%	19,247	0.31%	242	0.00%
SkyWest	1,096	0.02%	284	0.01%	4,498	0.08%	-	0.00%	-	0.00%
Silver Airways	1,995	0.04%	175	0.00%	99			0.00%		0.00%
PSA Airlines	-	-	75	0.00%	3,815	0.06%	1,051	0.02%	979	0.02%
Atlantic										
Southeast	155	0.00%	44	0.00%	-	-	-	-	-	-
Envoy Air	1,403	0.03%	44	0.00%	2,330	0.04%	3,748	0.06%	8,991	0.17%
US Airways	-	-	-	-	-	-	-	-	-	-
Avelo						0.00%	30,354	0.49%	70,093	1.31%
GoJet	804	0.01%	-	-	-					
Breeze							8,045	0.13%	36,245	0.68%
Domestic Total	5,266,117	95.32%	4,565,287	96.55%	5,886,188	99.61%	5,992,511	97.39%	5,156,227	96.55%
Air Berlin										
Air Canada	138,782	2.51%	90,326	1.91%	14,705	0.25%	81,022	1.32%	78,305	1.47%
Air Transat	166	0.00%	-	-	-	0.00%	1,028	0.02%	-	0.00%
Aruba	-	-	-	-	-	-	-	-	-	-
Cayman	-	-	-	-	-	-	-	-	-	-
Comlux	1,968	0.04%	2,856	0.06%	984	0.02%	1,380	0.02%	-	0.00%
Dynamic	-	-	-	-	-	-	-	-	-	-
Eurowings	62,814	1.14%	27,622	0.58%			32,062	0.52%	39,494	0.74%
LATAM	-	-	824	0.02%	320	0.01%	-	0.00%	1,061	0.02%
PASS Charters	-	-	-	-	-	-	-	-	-	-
Silver	-	-	-	-	-	-	-	-	-	-
Sun Country	-	-	-	-	-	-	-	-	-	-
Swift Air	480	0.01%	3,663	0.08%	-	0.00%	5,264	0.09%	14,288	0.27%
Taca	146	0.00%	-	-	-	-	-	-	-	-
TAME	-	-	-	-	-	-	-	-	-	-
TAP Portugal	421	0.01%	421	0.01%	-	-	-	-	-	-
Westjet	53,926	0.98%	37,431	0.79%	6,675	0.11%	40,029	0.65%	51,374	0.96%
World Atlantic	130	0.00%	-	-	140	0.00%	-	-	-	-
International										
Total	258,833	4.68%	-	-	22,823	0.39%	-	-	184,522	3.45%
Airport Total	5,524,950	100%	4,728,429	100%	5,909,012	100%	6,153,295	100%	5,340,749	100%

Source: Lee County Port Authority.

## Historical Air Service

An airport's air service is often measured through the distribution of its origin and destination ("O&D") markets, which is a function of air travel demands and the Airport System's available nonstop service. The following table presents data on the Airport System's top 30 O&D airports for the Fiscal Year ended September 30, 2023.

### Primary Domestic Origin and Destination Passenger Airports

<u>Rank</u>	<u>Market</u>	<u>Nonstop Service</u>	<u>Total O&amp;D Passengers</u>	<u>Percent of Total</u>
1	Chicago (O'Hare)	ORD •	748,830	7.97%
2	Boston	BOS •	722,475	7.69%
3	Minneapolis	MSP •	662,091	7.05%
4	Detroit	DTW •	633,160	6.74%
5	New York (Newark)	EWR •	605,155	6.44%
6	Philadelphia	PHL •	407,598	4.34%
7	Cleveland	CLE •	366,014	3.90%
8	New York (JFK)	JFK •	361,892	3.85%
9	Chicago (Midway)	MDW •	331,233	3.53%
10	New York (La Guardia)	LGA •	323,814	3.45%
11	Cincinnati	CVG •	280,898	2.99%
12	Indianapolis	IND •	275,339	2.93%
13	Atlanta	ATL •	273,321	2.91%
14	Denver	DEN •	265,224	2.82%
15	Baltimore	BWI •	242,093	2.58%
16	Columbus	CMH •	221,826	2.36%
17	Pittsburg	PIT •	216,153	2.30%
18	St. Louis	STL •	202,308	2.15%
19	Washington (National)	DCA •	197,788	2.11%
20	Milwaukee	MKE •	173,032	1.84%
21	Dallas/Ft. Worth	DFW •	165,382	1.76%
22	Hartford	BDL •	148,239	1.58%
23	Westchester County	HPN •	145,643	1.55%
24	Nashville International	BNA •	129,709	1.38%
25	Atlantic City	ACY •	129,092	1.37%
26	Dulles	IAD •	122,439	1.30%
27	Charlotte	CLT •	117,583	1.25%
28	New Haven	HVN •	112,011	1.19%
29	Kansas City	MCI •	106,078	1.13%
30	Houston	IAH •	101,678	1.08%
	Total- Top 30 Markets		8,788,098	93.57%
	Total - All Other Domestic Airports		315,453	3.36%
	Total – International		288,293	3.07%
	Domestic City Total		9,103,551	
	Total Domestic & International		9,391,844	

Note: Numbers do not include international carriers, only U.S. flag carriers.

Domestic percentage is based on domestic total; International percentage is based on total domestic and international.

Source: USDOT Origin & Destination Summary Report.

## Historical Aircraft Operations

Historical aircraft operations are defined as the arrival or departure of an aircraft. The following table presents historical data on the Airport System's aircraft operations by carrier class.

### Historical Aircraft Operations

Fiscal Year	Commercial Air Carriers	Regionals/ Affiliates	International Air Carriers	Domestic Charters	General Aviation <sup>(1)</sup>	All-Cargo	Military	Airport Total
2014	58,796	4,596	2,000	90	10,154	1,106	914	77,656
2015	58,784	4,566	2,148	146	10,354	1,132	1,313	78,443
2016	59,842	4,498	3,100	342	9,228	1,228	1,206	79,444
2017	60,786	4,662	2,838	414	10,971	1,324	1,284	82,279
2018	63,548	3,230	2,420	278	9,360	1,596	1,205	81,637
2019	66,752	2,188	2,240	42	9,551	1,810	1,204	83,787
2020	57,946	2,684	1,784	42	10,803	1,646	1,601	76,506
2021	74,318	3,336	288	50	14,641	1,546	1,263	95,442
2022	77,608	1,254	1,846	98	13,798	1,528	1,081	97,213
2023	65,872	348	2,144	4	12,248	1,622	1,090	83,328

<sup>(1)</sup> Also includes activity by miscellaneous air taxis.

Source: Lee County Port Authority.

## Rates, Fees and Charges

### General

The Authority has entered into a new Use Agreements with the Signatory Airlines with an initial term that commences on October 1, 2024 and terminate September 30, 2034, unless sooner terminated as provided therein (the current Airline-Airport Use and Lease Agreements expire on September 30, 2024). The Use Agreements establish the rate-setting methodology for levying airline rentals, fees, and charges at the Airport System. See "APPENDIX E – FORM OF THE USE AGREEMENTS" attached hereto. Current Signatory Airlines (and their share of Fiscal Year 2023 enplaned passengers) include Delta (21.6%), Southwest (18.3%), American (15.1%), United (14.3%), JetBlue (10.6%), Spirit (6.1%), Frontier (5.7%), and Sun Country (3.0%) (including their respective affiliates). Together, Signatory Airlines accounted for 94.6 percent of total enplaned passengers at the Airport System in Fiscal Year 2023. Key provisions of the Use Agreements include the following:

1. 10-Year Term: The Use Agreements includes a 10-year term, effective through September 30, 2034. This term covers the assumed completion date of Concourse E plus an additional six years.

2. Extraordinary Coverage: Pursuant to the Use Agreements, the Authority projects, for any Fiscal Year, that the amount of Revenues, less O&M Expenses, and less the O&M Reserve Requirement, will be less than one hundred twenty percent (125%) of that Fiscal Year's Debt Service, the Authority may, in its sole discretion, increase the rents, fees, and charges payable under the New Agreement for the remainder of the Fiscal Year, by allocating to the Airfield Cost Center and Terminal Cost Center any additional amounts (Extraordinary Coverage) that must be collected to eliminate such a deficit in the projected Revenues.

3. Additional Concourse E Protection: Pursuant to the New Agreement, in addition to any Extraordinary Coverage charge imposed, the Authority projects that, as a result of the costs associated with the Concourse E project, for any Fiscal Year, the amount of Revenues, less O&M Expenses, will be less than one hundred forty percent (140%) of that Fiscal Year's Debt Service, the Authority may, in its sole discretion, increase the rents, fees, and charges payable under the New Agreement for the remainder of the Fiscal Year, by allocating to the Terminal Cost Center any additional amounts that must be collected to eliminate such a deficit in the projected Revenues.

Beginning in Fiscal Year 2025, airline rates and charges will be calculated according to the Use Agreements. The rate-setting methodology is expected to remain materially unchanged throughout the Projection Period hereinafter defined.

For more information about the Use Agreements, see the Report of the Airport Consultant attached hereto as APPENDIX C.

#### Differences Between Bond Resolution and Use Agreements

Various definitions in the Bond Resolution differ from those contained in the Use Agreements. For example, the definition of "Current Expenses" provided in the Bond Resolution are not identical to those of "O&M Expenses" contained in the Use Agreements. However, the Use Agreements expressly provide that the Use Agreements and all rights granted to the Signatory Airlines thereunder are subordinated and subject to the lien, covenants (including the rate covenant) and provisions of the pledges, transfer, hypothecation or assignment made under the Bond Resolution. See "FORM OF THE USE AGREEMENTS," included as Appendix E attached hereto. None of the differences between the Bond Resolution and the Use Agreements have resulted in any difficulties on the part of the County or the Authority in satisfying its obligations under the Bond Resolution. The County and the Authority do not believe any of these differences will have a materially adverse effect on the Bondholders.

### **Financial Information**

Non-Signatory Airlines. Non-signatory passenger airlines operate at the Airport System utilizing short term operating permits that provide for the payment of landing fees and terminal use charges to the Authority. Terminal use charges paid to the Authority by non-signatory airlines are 110% of those paid by the Signatory Airlines. Non-signatory airlines do not receive any amounts from revenue sharing, nor do they participate in the annual reconciliation or recalculation of rates and fees. All cargo carriers operating at the Airport System are required to pay landing fees and cargo ramp aircraft parking fees to the Authority. Landing fees are based upon the estimated amounts calculated for the Signatory Airlines.

PFCs. The Airport System also receives PFCs from certain Collecting Carriers as defined herein, at a rate of \$4.50 per enplaned passenger at the Airport System. PFC Revenues are restricted to certain authorized amounts and uses. See "INTRODUCTION – Passenger Facility Charges" and "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM – Passenger Facility Charges" herein. The PFC Revenues are a source of security for the PFC Pledged Bonds.

Non-Airline Revenues. In addition to generating revenues from airlines, the Authority receives substantial moneys from non-airline sources. The principal concessions and consumer services at the Airport System are automobile parking, rental cars and terminal concessions from food, beverage and

sundries sales. The Authority also derives revenues from advertising and ground transportation services. Each of the foregoing constitute "Revenues" for purposes of the Bond Resolution. The Authority has a written policy for publicly procuring and awarding concession and consumer service privileges at the Airport System. 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. Automobile parking is operated under a management agreement.

Revenues received by the Authority in connection with rental car services for Airport passengers are the largest source of nonairline revenue at the Airport System. 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. Onsite Airport rental car brands currently include Alamo, Avis, Budget, Dollar, Enterprise, Hertz, National, Payless, Sixt and Thrifty.

The Authority entered into a five-year agreement with the rental car companies which was effective February 2020. Under the rental car agreements, the rental car operators will generally pay (1) privilege fees equal to the greater of the minimum annual guarantee or 10% of gross receipts for onsite operators, (2) ready/return space rent on a per space basis, (3) quick turnaround ("QTA") rent, and (4) rent for terminal counters, office, and queuing space. Off-site operators pay the Authority 8% of gross receipts as a privilege fee. In addition, rental car operators pay for all operating, utility, maintenance, and service management expenses. The most recent rental car agreement was with TURO Peer to Peer rental services ("TURO") and was effective August 2022. TURO pays 8% of gross receipts as a privilege fee.

Revenues received by the Authority from its parking facilities are the second largest source of nonairline revenue at the Airport System. The parking facilities at the Airport System consist of a two-level parking garage with 2,523 spaces (excluding rental car spaces) and a long-term surface parking lot with 8,774 spaces. The Authority has entered into a management contract with ABM Aviation Corporation (the "Parking Manager") with respect to its parking facilities. The management contract with the Parking Manager was effective October 2023, with a five-year contract term. The Authority receives all revenues from the operation of the parking facilities and is responsible for all costs and expenses of operation and maintenance of such facilities in addition to payment of the management fees of the Parking Manager. The last parking daily rate increase was October 1, 2023 with a \$6 increase to the two-level parking garage. The last increase to the long-term surface parking lot was October 2023 with an increase of the weekly rate to \$60 from \$28 after the first week. There is two competing parking operators and two hotels offering parking services that are over one mile from the terminal. Rates at these competing parking operators fluctuate but are similar to the price for the long-term surface parking lot rate at the Airport System. The Airport System collects 8% on gross receipts from these parking operators, subject to an annual audit from an independent auditor.

Food and beverage facilities in the terminal are operated under a 13-year concession agreement effective December 2022, with a minimum annual concession fee of \$0.55 per departing passenger. News and gifts facilities in the terminal are operated under a 13-year concession agreement effective November 2022, with a minimum annual concession fee of \$0.58 per departing passenger. Additionally, all such facilities pay the Authority storage area rent and building service fees including fees related to the operating of a consolidated receiving and distribution center.

The Airport System collects trip fees paid by taxi, limousine, and transportation network companies such as Uber and Lyft ("TNCs") that connect paying passengers with drivers who provide the transportation using their own commercial and non-commercial vehicles. In 2017, the Airport System

negotiated licenses with Uber and Lyft. There is also an on-demand taxicab concession agreement with MBA Air Transportation. The Airport System receives \$3.00 per passenger pickup from TNCs at the Airport System, increased from \$2.00 in December 2020. The fee charged to TNCs is established under the Ground Transportation Policy contained in the Authority's Policy Manual and is subject to adjustment by the Airport System upon thirty (30) days' written notice, as provided in the policy manual. There is currently no drop-off fee. Total trip fees collected in 2022 and 2023 were approximately \$1,235,000 and \$1,115,000. Total trips in 2022 and 2023 were approximately 412,000 and 372,000.

In the Fiscal Years ended September 30, 2022 and 2023, Revenues derived from rental cars were \$34.1 million and \$25.6 million, automobile parking totaled \$21.9 million and \$24.2 million and total revenues from terminal concessions and restaurant and catering were \$9.7 million and \$8.1 million, respectively. Revenues from sources other than signatory airlines represented over 60% of all total Revenues received by the Authority in Fiscal Years ended September 30, 2022 and 2023.

The Authority continues to pursue opportunities to further diversify its non-airline revenues, including the 870 acres of non-aviation and 280 acres of aviation-use Skyplex commercial property located on Authority property. The Authority signed ground leases with Publix Super Markets, Inc. ("Publix"), Skyplex LLC, Alta Resources and Gartner, Inc ranging from 20 to 40 years, with options to extend for up to a maximum of 50 years. In addition to a Publix shopping center that opened in 2017, other developments include the Gartner building of 250,000 square feet of class A office space that opened in 2018, and the Alta 90,000 square foot office building that opened in early 2021. In order to further showcase the Skyplex area, the Authority issued a Request for Proposal in 2021 to hire a consultant and brokerage expert to assist in the strategy and implementation of the planning, marketing and development of the Skyplex area, including large industrial, office parks, retail, hotel development and other commercial. In early 2022, the Board chose Commercial Property Southwest Florida and approved a five year professional service agreement to promote and market the area.

Historical Operating Results. The Audited financial statement of the Authority for the Fiscal Year ended September 30, 2023 is set forth in Appendix B attached hereto.

The following table sets forth statements of Net Revenues determined in accordance with the Bond Resolution, as excerpted from the audited financial statements, for the Fiscal Years ended September 30, 2019 through and including September 30, 2023.

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**Historical Statement of Net Revenues<sup>(1)</sup>**  
**Fiscal Years Ended September 30, 2019-2023**  
**(In Thousands)**

	2019	2020	2021	2022 <sup>(12)</sup>	2023 <sup>(12)</sup>
<b>REVENUES:</b>					
User fees	\$42,310	\$37,836	\$41,367	\$44,246	\$50,303
Rentals and franchise fees	4,592	4,834	4,982	5,831	5,643
Concessions	51,773	34,563	48,857	68,297	61,475
PFC Revenues <sup>(2)</sup>	0	2,557	2,915	3,654	3,047
PFC Revenues applied to debt service	0	0	0	7,287	7,831
Interest revenue	3,700	1,625	219	4,006	19,114
Miscellaneous <sup>(3)</sup>	217	74	1,246	311	522
<b>Total Revenues</b>	<b>\$102,592</b>	<b>\$81,489<sup>(4)</sup></b>	<b>\$99,586</b>	<b>\$133,632</b>	<b>\$147,935</b>
<b>CURRENT EXPENSES<sup>(5)</sup>:</b>					
Salaries and wages <sup>(6)</sup>	\$22,241	\$23,250	\$24,186	\$26,265	\$26,644
Employee benefits	10,341	11,066	12,272	13,432	15,198
Contractual services, materials and supplies <sup>(7)</sup>	20,592	15,413	15,466	17,960	20,696
Utilities	4,184	3,990	4,128	5,008	5,546
Repairs and maintenance	2,960	2,178	2,710	2,779	3,412
Insurance	1,576	1,595	1,772	2,243	3,077
Other	1,896	2,067	1,470	1,780	2,081
<b>Total Current Expenses</b>	<b>\$63,790</b>	<b>\$59,559</b>	<b>\$62,004</b>	<b>\$69,467</b>	<b>\$76,654</b>
<b>NET REVENUES:</b>	<b>\$38,802</b>	<b>\$21,930</b>	<b>\$37,582</b>	<b>\$64,165</b>	<b>\$71,281</b>
Transfers in	3,306	0	0	0	0
Transfers in (Other) <sup>(8)</sup>	370	239	31	224	289
Debt service interest	13,374	12,694	11,279	14,289	14,405
Principal <sup>(9)</sup>	11,310	3,340	3,580	5,135	14,750
<b>TOTAL DEBT SERVICE:</b>	<b>\$24,684</b>	<b>\$16,034</b>	<b>\$14,859</b>	<b>\$19,424</b>	<b>\$29,155</b>
<b>BOND SERVICE REQUIREMENT COVERAGE<sup>(10)</sup></b>	<b>1.57x</b>	<b>1.37x</b>	<b>2.53x</b>	<b>3.30x</b>	<b>2.44x</b>
<b>BOND SERVICE REQUIREMENT COVERAGE AFTER TRANSFERS<sup>(11)</sup></b>	<b>1.72x</b>	<b>1.38x</b>	<b>2.53x</b>	<b>3.31x</b>	<b>2.45x</b>

[Footnotes on following page]

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- (1) Net Revenues are determined in accordance with the Bond Resolution.
  - (2) The County has pledged the PFC Revenues as additional security for the PFC Pledged Bonds. Therefore, receipts from the PFC Revenues are now treated as Revenues under the Bond Resolution.
  - (3) Includes (1) revenue from fingerprinting/ID checks done by the Authority's badging office, (2) revenue from the sale of disposed property and (3) revenue from distributed antenna systems paid by cellular services companies to locate such systems on Authority property. Notwithstanding the foregoing, revenue from the sale of disposed property does not constitute Revenues for purposes of the Bond Resolution. For the Fiscal Years 2019 and 2020, such revenue from the sale of disposed property amounted to approximately \$15 thousand and \$117 thousand, respectively. For the Fiscal Years 2021 through 2023, this revenue was excluded.
  - (4) Revenues decreased in Fiscal Year 2020 primarily due to impacts from COVID.
  - (5) Current Expenses do not include depreciation, amortization, and unpaid pension and other postemployment benefits expense in accordance with the Bond Resolution.
  - (6) Salaries and wages reduced with moneys received from the American Rescue Plan of 2021 ("ARP Act") by \$3.8 million in Fiscal Year 2023.
  - (7) Contractual services reduced with moneys from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA") and ARP Act by \$2.3 million, \$3.5 million, \$4.7 million, \$7.4 million in Fiscal Year 2020, Fiscal Year 2021, Fiscal Year 2022 and Fiscal Year 2023, respectively.
  - (8) Other transfers include a Federal Inspection Station user fee of \$2.00 per deplaned passenger.
  - (9) Principal reduced by early redemption of Airport Revenue Refunding Bonds, Series 2010A paid with moneys received from the CARES Act by approximately \$8.6 million in Fiscal Year 2020, approximately \$8.7 million in Fiscal Year 2021, and approximately \$9.6 million in Fiscal Year 2022.
  - (10) 1.00x required.
  - (11) 1.25x required.
  - (12) Principal and interest paid on the Series 2020 Note were \$9.8 million and \$0.2 million, respectively, in Fiscal Year 2022 \$12.9 million and \$0.3 million, respectively, in Fiscal Year 2023. While the reductions in principal were paid with moneys received from grants, excess Revenues after payment of debt service on the Bonds was sufficient to cover these payments.

Source: Lee County Clerk of Courts Finance and Records Department.

### **Management Discussion and Analysis**

The table of Net Revenues above was prepared in accordance with the Bond Resolution and includes only the Revenues and Current Expenses for the Airport System. The total shown in the table for "REVENUES" and "CURRENT EXPENSES" are less than the amounts shown in the Audited Financial Statements of the Authority included as APPENDIX B hereto for Revenues and Current Expenses, because the operating revenues and operating expenses from Page Field are not included in the table but are included in such Audited Financial Statements.

The increase in Revenues from the Fiscal Year 2019 through and including 2023 were seen in parking, rental cars, terminal concessions and restaurants, land rents and airline fees. Current Expenses for the same period increased from \$63.8 million in the Fiscal Year 2019 to \$76.6 million in Fiscal Year 2023. Increases were primarily in salaries and wages, benefits, and insurance, repairs and maintenance including our on-going preventative maintenance items and contractual services. The decrease in

Revenues in Fiscal Year 2020 is due to a 29.8% decrease in passengers compared to the previous year as a result of the COVID-19 pandemic.

The Airport System’s budget for Fiscal Year 2024 reflected total budgeted Revenues (excluding Page Field) of approximately \$139.6 million compared to budgeted Current Revenues (excluding Page Field) of approximately \$123.3 million in Fiscal Year 2023. Budgeted Expenses (excluding Page Field) are approximately \$90 million in Fiscal Year 2024 compared to budgeted Current Expenses (excluding Page Field) of approximately \$81 million in Fiscal Year 2023. The budgeted net cost per enplaned passenger for Fiscal Year 2023 is \$7.35 compared to a budgeted amount of \$7.31 in Fiscal Year 2022. The actual net cost per enplaned passenger for Fiscal Year 2023 was \$7.07. The actual net cost per enplaned passenger for Fiscal Years 2019 through and including 2023 is shown in the table below.

	Fiscal Years Ended September 30,				
	<u>2019</u>	<u>2020<sup>(1)</sup></u>	<u>2021<sup>(1)</sup></u>	<u>2022</u>	<u>2023</u>
Net Cost per Enplaned Passenger	\$5.33	\$7.68	\$4.94	\$4.00	\$7.07

<sup>(1)</sup> The cost per enplaned passenger decreased primarily due to COVID relief.  
Source: Lee County Port Authority.

For Fiscal Year 2023, the Airport System received \$10 million in COVID Relief grant funding that was applied to offset Current Expenses and debt service costs. All remaining COVID Relief grant funds obligated to the Authority are planned to be expended by September 30, 2024.

Non-airline revenues increased from 23% of overall revenues in 2019 to 24% in 2023. The table below outlines the percentage of airline revenues versus non-airline revenues for Fiscal Years 2019 through and including 2023.

	Fiscal Years Ended September 30,				
	<u>2019</u>	<u>2020<sup>(1)</sup></u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Airline Revenue	37%	41%	37%	32%	30%
Non-Airline Revenue	63%	59%	63%	68%	70%

<sup>(1)</sup> There was an increase in airline revenues as a percentage of total Revenues at the Airport System and a corresponding decrease in non-airline revenues as a percentage of total Revenues at the Airport System as a result of the impacts of COVID-19. See "CERTAIN INVESTMENT CONSIDERATIONS – Coronavirus (COVID-19)" herein.  
Source: Lee County Port Authority.

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The following table sets forth a statement of Revenues and Current Expenses (unaudited) for the seven-months ended April 30, 2024 and the seven-months ended April 30, 2023.

**Statement of Revenues & Expenses  
Seven- Months Ended  
(Unaudited)**

	7-Months Ended	7-Months Ended
	April	April
	<u>2024</u>	<u>2023</u>
<b>REVENUES</b>		
Signatory Airline Revenue	\$25,394,997	\$21,573,288
Rental Cars	19,187,892	16,779,043
Parking	18,432,206	13,957,770
Non Signatory Airline Revenue	6,249,412	4,333,722
Rental Income & Privilege Fees	6,768,427	5,657,364
Restaurants, Concessions & Advertising	7,865,453	2,130,711
Fuel Systems	1,935,147	1,585,913
Miscellaneous Revenue	612,369	504,345
Ground Transportation	<u>1,152,381</u>	<u>861,217</u>
Total Revenues	\$87,598,282	\$67,383,373
<b>CURRENT EXPENSES</b>		
Salaries and wages	\$18,399,140	\$18,228,454
Employee benefits	5,844,600	5,670,670
Pension and OPEB Expense (Benefit) <sup>(1)</sup>	4,166,907	3,711,678
Contractual services, materials and supplies	14,132,157	11,832,922
Utilities	3,735,183	3,136,564
Repairs and maintenance	1,814,773	1,472,367
Insurance	4,889,761	2,868,345
Other	<u>\$1,343,534</u>	<u>\$1,315,954</u>
Total Current Expenses	\$54,326,055	\$48,236,954
Operating income (loss)	<u>\$33,272,228</u>	<u>\$19,146,419</u>

<sup>(1)</sup> The Authority provides other post-employment health care benefits, through participation in the Group Health Program for Lee County plan, to all employees who retire from the Authority. The Authority subsidizes the premium rates paid by retirees by allowing them to participate at blended premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, retiree claims are expected to result in higher costs to the plan on average than those of active employees. On January 1, 2020, the Authority reinstated the subsidy program that had been discontinued on October 1, 2008.

Source: Lee County Port Authority.

The table below shows all funds available for operations, including days cash on hand, for Fiscal Years 2019 through and including 2023.

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Operating Fund	\$36,568,424	\$19,869,173	\$47,750,403	\$54,048,863	\$32,978,489
Self Insurance Fund	205,172	202,388	200,436	201,665	209,692
Discretionary Fund	44,972,921	54,091,794	58,811,197	71,962,262	92,128,295
Other Unrestricted Cash	47,290,146	45,646,542	57,341,683	58,218,206	45,263,537
Total	\$129,036,663	\$119,809,897	\$164,103,719	\$184,430,996	\$170,580,012
Days Cash On Hand	669	594	889	871	648

\* [As of \_\_\_\_\_, 2024, total funds available for operations was \$ \_\_\_\_\_ (\_\_\_\_ days cash on hand).]

Source: Lee County Port Authority.

### Insurance

The Authority currently maintains \$250,000,000 of liability insurance coverage for claims arising out of bodily injury, subject to a \$10,000 deductible, and \$150,000,000 of coverage for property damage (including business interruption) at the Airport System, subject to a deductible of 5% of total insured value for named storms and a \$50,000 deductible for all other perils. The Authority, as a dependent political subdivision of the County, is also entitled to assert the statutory defense of sovereign immunity to any claim of injury or property damage. The Authority or its tenants, within limits and with deductibles approved by the Authority, maintain fire insurance coverage on all buildings at the Airport System. The Authority also currently maintains \$100,000,000 of terrorism insurance, subject to a \$25,000 deductible. However, the Authority is not required to maintain terrorism insurance and annually determines the cost effectiveness of maintaining such insurance. See Note X in "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023" for more information regarding the Authority's insurance coverage.

### Capital Improvement Program and Funding Sources

The Authority has developed a twenty-year Capital Improvement Program (the "Program") that involves expanding and modifying the Airport System within its Airport Master Plan. As part of the Program, the Authority formulates a capital improvement plan which is updated annually with new projects added and existing projects reevaluated, prioritized, rescheduled or omitted depending upon the current situation and predicted future needs of the Airport System.

The Authority's Program for Fiscal Years 2024 through and including 2031 (the "Forecast Period") includes approximately \$1.576 billion of total project costs. Although the County owns and, through the Authority, operates Page Field, its revenues and operating expenses are not included within nor payable from Pledged Funds, and projects at Page Field are not included in the Authority's Capital Improvement Program, even though the Authority may fund capital improvements to Page Field in accordance with the Bond Resolution. The Program does not take into account the delays and the additional costs associated with the delivery of the Terminal Expansion Phase 1, as described below, but does not include any additional costs. The Program presented herein and in the Report attached hereto as APPENDIX C includes projects related solely to the Airport System. Although the County owns and, through the Authority, operates Page Field as a reliever airport for the Airport System, its revenues and operating expenses are not included within nor payable from Pledged Funds, and projects at Page Field are not included in the Authority's Program. Key components of the Authority's Program expected to be undertaken during the Forecast Period and the estimated costs of such key components are as follows:

**AUTHORITY'S CAPITAL IMPROVEMENT PROGRAM - FORECAST PERIOD**

PROJECT NAME	TOTAL FUNDING SOURCES (FY 2024 - 2031)	AUTHORITY FUNDS	FEDERAL AND STATE GRANTS	CFC FUNDS	PFC PAY-GO	EXISTING PFC BONDS	EXISTING BONDS	2024 BONDS (PFC)	FUTURE BONDS
RSW ATCT/TRACON	\$1,000,000	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$0
RSW Terminal Expansion 1 (Design & Construction)	\$145,791,032	\$0	\$29,483,059	\$0	\$0	\$70,482,581	\$45,825,392	\$0	\$0
RSW Terminal Expansion 2 (Design and Construction)	\$1,042,429,233	\$16,500,000	\$63,000,000	\$0	\$10,000,000	\$0	\$0	\$525,000,000	\$427,929,233
Concourse Rest Room Remodel <sup>1</sup>	\$3,022,404	\$0	\$0	\$0	\$3,022,404	\$0	\$0	\$0	\$0
FIS Upgrades (CBP Request)	\$2,067,610	\$516,902	\$0	\$0	\$1,550,708	\$0	\$0	\$0	\$0
FIS Upgrades (LCPA Enhancements)	\$3,838,996	\$959,749	\$0	\$0	\$2,879,247	\$0	\$0	\$0	\$0
RSW Rehab Roads 1 - Rehab/Realign Cham Pkwy	\$12,712,060	\$0	\$12,712,060	\$0	\$0	\$0	\$0	\$0	\$0
Skyplex Program Enabling Work (Placeholder for greenway, permitting, Etc.)	\$222,308	\$222,308	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Rehab Roads 2 - Cargo Ln, Fuel Farm Rd, and North Side Roads	\$4,057,308	\$2,028,654	\$2,028,654	\$0	\$0	\$0	\$0	\$0	\$0
Rental Car & Parking Expansion	\$210,000,000	\$0	\$0	\$210,000,000	\$0	\$0	\$0	\$0	\$0
Public Safety Building	\$14,949,575	\$14,949,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training Facility Upgrades	\$2,347,868	\$2,347,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Rehab Runway 6-24	\$46,000,000	\$7,350,000	\$38,650,000	\$0	\$0	\$0	\$0	\$0	\$0
Expand Employee Parking Lot	\$3,200,000	\$3,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consolidated North Maintenance Bldg. & Midfield Shop	\$27,090,000	\$17,090,000	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Parallel Runway	\$400,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BHS Upgrades	\$3,486,865	\$3,486,865	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Replace Hold Room Seating	\$4,200,000	\$0	\$0	\$0	\$4,200,000	\$0	\$0	\$0	\$0
Replace Terrazzo	\$10,500,000	\$0	\$0	\$0	\$10,500,000	\$0	\$0	\$0	\$0
New Cell Phone Lot	\$2,200,000	\$2,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARFF Truck (E-93 - Crash) New Add	\$1,500,000	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARFF Truck (Ladder Truck)	\$1,700,000	\$1,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARFF Truck (Replace 905)	\$2,000,000	\$250,000	\$1,750,000	\$0	\$0	\$0	\$0	\$0	\$0
ARFF Truck (Replace 907)	\$2,000,000	\$250,000	\$1,750,000	\$0	\$0	\$0	\$0	\$0	\$0
ARFF Training Area	\$10,000,000	\$10,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Mitigation Park Compliance	\$12,666,505	\$12,666,505	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW North Ramp Environmental Remediation	\$3,298,887	\$3,298,887	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Gravel/Shell Parking Lot	\$1,250,000	\$1,250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW TAR Overhead Sign Refurb	\$467,371	\$467,371	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Demo Air Freight Bldg.	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RSW Bollards Replacement	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CAPITAL PROGRAM INCLUDED IN FINANCIAL ANALYSIS</b>	<b>\$1,575,648,022</b>	<b>\$103,884,684</b>	<b>\$157,373,773</b>	<b>\$210,000,000</b>	<b>\$33,152,359</b>	<b>\$70,482,581</b>	<b>\$45,825,392</b>	<b>\$525,000,000</b>	<b>\$427,929,233</b>

Totals may not add due to rounding.

Note: Potential for additional project expenditures beyond the hereinafter defined Projection Period.

Source: Report of the Airport Consultant attached hereto as APPENDIX C.

## Terminal Projects

### **Terminal Expansion – Phase 1**

The first phase of the Terminal Expansion project consolidates the Airport System's TSA checkpoints to provide more public space was funded with process from the Series 2021B Bonds and will consolidate the Airport System's TSA checkpoints to provide more public space. The original total Terminal Expansion – Phase 1 project cost is approximately \$332 million, and the original estimated cost for Fiscal Year 2024 through Fiscal Year 2031 totaled approximately \$146 million, of which approximately \$70 million is expected to be funded through PFC Pledged Bonds, and approximately \$46 million is expected to be funded through Bonds which are not PFC Pledged Bonds. Additional funding of the project is anticipated to be contributed by FDOT grant funding.

The Terminal Expansion project includes constructing a connector between the three existing concourses, thus offering more flexible Airport gate management operations and enhancing passenger throughput. It is anticipated to consolidate TSA security checkpoint operations to gain throughput efficiencies and shorter passenger wait times. In addition, the expansion is anticipated to increase concession space, as well as the amount of public space available in holdrooms and public spaces post-passenger screening.

Construction began in Fiscal Year 2021, with original completion initially was estimated to occur in Fiscal Year 2025. However, the completion date will likely be delayed at least one year past Fiscal Year 2024 due to necessary redesigning.

The Series 2021B Bonds financed a portion of the cost of Terminal Expansion Phase 1. When the Series 2021B Bonds were issued on October 26, 2021, the then estimated cost of such project was \$332 million and the then estimated completion time was not later than September 30, 2025, both as noted above. Such project has experienced challenges in terms of the pandemic, labor shortages and supply change issues. In addition, during the early stages of construction, the General Contractor, Manhattan Construction Group, identified structural steel design engineering issues to AtkinsRéalis, the design architect on such project, and to the Authority. Working with Manhattan Construction Group and the Authority, AtkinsRéalis changed to Thornton Tomasetti Inc. to provide a revised design of the structural steel and perform a review of such project in its entirety. Manhattan Construction Group and the Authority are each currently having the design reviewed by different engineering firms. The Authority is also having the revised design reviewed by Florida Structural Design LLC. Construction of such project's critical path is expected to resume in November 2024, following a delay of just over one year. As a result of the delays attendant to the redesign process, the County anticipates significant additional costs of such project in terms of higher construction costs in a high inflationary environment and lost revenue opportunities. The Authority has not been able to estimate the additional costs or the new estimated completion date of the Terminal Expansion Phase 1 at this time.

On May 16, 2024, the Port Authority Board accepted the offer by AtkinsRéalis, as a measure of good faith, of \$3.3 million to go towards resolution of the claims associated with alleged (but disputed) errors and omissions, subject to adjustment up or down, following a settlement or non appealable final judgment between the Authority and Manhattan Construction Group, which includes an allocation of AtkinsRéalis' responsibility for errors and omissions, and which follows a settlement or litigation process in which AtkinsRéalis participated as a party or otherwise (and in the event of a settlement agrees to the allocation). AtkinsRéalis has not admitted liability. The County and the Authority intend to seek to recover,

through settlement negotiation and/or potential litigation, all or a portion of the additional costs and damages associated with the redesign from the party or parties at fault. Whether any such costs are ultimately recovered, the County and the Authority must nevertheless meet the rate covenant under the Bond Resolution and the County and Authority has some flexibility in terms of the timing of other components of the Program.

Also on May 16, 2024, the Port Authority Board (which also serves at the Board of County Commission of the County) voted to dedicate County staff and resources to support Authority staff on construction management activities going forward. At the present time, the County and the Authority intend to proceed forward with AtkinsRéalis as the design architect on the Series 2024 Project which is being financed with proceeds of the Series 2024 Bonds. In light of issues related to Phase 1, AtkinsRéalis retained Thornton Tomasetti Inc. and Florida Structural Design LLC as the structural engineering firms to design the structural portion of the Series 2024 Project. Additionally, the Suffolk Construction Company, the General Contractor for the Series 2024 Project, is having the design reviewed by their own structural engineer. For more information, see "THE SERIES 2024 PROJECT," "SECURITY FOR THE BONDS-Issuance of Additional Parity Bonds" and "SECURITY FOR THE BONDS—Rate Covenant" herein.

Notwithstanding any potential delays and additional costs, the County does not expect such circumstances to impact its ability to pay debt service on the Series 2024 Bonds.

The Authority uses a variety of strategies to mitigate risk associated with the implementation of the projects in its Program. The Authority competitively selects all of its planners, designers, and construction managers and competitively bids all construction work to ensure the lowest responsive price is awarded. All contracts are awarded using a lump sum payment method whereby project scope equals the corresponding fee and paid only after work is successfully completed to eliminate time-and-material overage claims. Contracts for planning, design and construction generally have legal protections including indemnifications, no damages for delay, no rights for payment of any work not successfully completed, no rights for assumed future work, no lobbying, no collusion, the right to assign contract work, and contract termination clauses that benefit the Authority. All contracts include language whereby any cost estimates that are exceeded by more than 5% must be re-designed and re-bid at no cost to the Authority. For all its large Program projects, the Authority assigns a total project budget to control expenditures whereby no costs can be incurred in excess of the total project budget without Port Authority Board approval after public comment. The total project budget provides a cap on authorized funding with transparent controls. For more than three decades, no Authority total project budget for any project (large or small) has been exceeded with one exception. The Authority's midfield passenger terminal complex was under construction when 9/11 occurred, causing the need to install an additional automated inline baggage handling system. Contract language for all Program projects is generally owner leaning. In the last three decades, except as described above, all projects have been accomplished under budget and all claims and disputes have been settled, and no project has been subject to any form of litigation. All contract cost changes are processed at a weekly document execution and routing meeting, attended by various representatives of the Authority including Engineering/Construction, Finance, Grants, DBE, Legal and Contracts. Contract change documents are executed at these meetings to offer a higher level of transparency and control. In addition, the Authority has partnered with the Clerk's Office to have a dedicated auditor assigned to the Authority. This auditor develops annual audit plans for Authority operations that include audit of projects. In the last two decades, no unresolved material discrepancies have been noted. In developing and implementing the Program, the Authority has prepared an Airport Master Plan that outlines demand projections and capacity limitations and developed a timeline of recommended improvements. The latest Airport Master Plan was a two-year effort with extensive public

and stakeholder input and was endorsed by the FAA in 2024. The Authority works closely with all stakeholders, including airlines, tenants, TSA, FAA FDOT, and other agencies on the development and implementation of the Program.

Specific to the Terminal Expansion – Phase 1 project, it is 30% complete. The redesign described above is under way and the structural work is expected to be reinitiated soon. In an abundance of caution, critical path elements of the project were halted, and other items of work were advanced to keep the project continuing towards completion. While the initial total project budget of \$331 million, it is anticipated that additional costs will be incurred to complete the redesigned project. The Authority believes that it can manage the operation of the Airport System and implementation of its Program notwithstanding delays and additional costs.

### **Terminal Expansion Phase 2 (Concourse E)**

Phase 2 of the Airport System’s Terminal Expansion project will involve a gate expansion and Baggage Handling System ("BHS") expansion at the Airport System. The Concourse E project includes expansion of the Main Terminal building, helping to address existing passenger processing facility deficiencies and improve the passenger experience at the Airport System. Nine additional TSA SSCPs are required to meet TSA throughput requirements and will provide airside access to Concourse E, incorporating connectivity among the main terminal’s three existing concourses.

New Concourse E will be constructed immediately west of, and connected to, the proposed Main Terminal Expansion and will include 14 new gates and approximately 215,000 square feet over three levels (apron, departures, and mezzanine/mechanical). With a total cost of \$1.042 billion, the project is anticipated to be funded in part with the Series 2024 Bonds as well as future Additional Parity Bonds, federal grants, Authority funds, and PFC pay-go funds. Assumed federal grant funding includes Airport Infrastructure Grant ("AIG") entitlement funding, Bipartisan Infrastructure Law (BIL) discretionary Airport Terminals Program ("ATP") funding, and funding from an FAA Community Grant.

Construction is scheduled to begin in Fiscal Year 2025, with completion estimated to occur in Fiscal Year 2028.

### **Additional Capital Improvement Projects**

Rehab Roads 1 – Rehab Roads (\$13 million) - The Authority’s Program includes the rehabilitation of the Airport System’s access roadways. The planned rehabilitation includes Chamberlin Parkway, connecting Daniels Parkway to the cargo and general aviation areas of the Airport System, as well as the rehabilitation of additional access roadway components. Chamberlin Parkway rehabilitation includes the rehabilitation, realignment, and construction of Chamberlin Parkway and Perimeter Road. The project is anticipated to cost approximately \$20 million. The project began in Fiscal Year 2023 and is expected to be funded with FAA grants and other grant funding. As of July 2024, the project is substantially complete, with the remaining construction expected to be completed by the end of Fiscal Year 2024.

Rental Car and Parking Expansion (\$210 million) - The Authority has also planned for the design and relocation of the rental car facilities at the Airport System. The Program includes \$210 million in design and construction costs for the Rental Car Relocation Expansion which is anticipated to be funded by Customer Facility Charge revenue ("CFC") on a pay-as-you-go basis, as well as Additional Parity Bonds.

The Authority expects to select a design firm in Fiscal Year 2025 and construction is expected to begin in Fiscal Year 2027. This remains subject to Board approval.

Public Safety Building (\$15 million) - The design of the Public Safety Building is near completion. Subject to funding and Board approval bidding is expected to commence in Fiscal Year 2025. The Public Safety Building at the Airport System to primarily accommodate the Airport System Police Department ("APD"), with supplemental accommodations for the Authority Airport Emergency Operations Center ("AEOC") and Airport Incident Command Center (AirComm) as emergency operational support for the Airport System. The building is expected to be approximately 19,000 square feet. It is anticipated that the site will be designed and prepared for future building expansion. The project is anticipated to cost approximately \$15 million. The project is expected to be completed in Fiscal Year 2026 and be funded with Authority funds.

Rehab Runway 6-24 (\$46 million) - The Airport System's runway was previously rehabilitated in 2007; as a result, the rehabilitation is approaching the end of its useful life. An upcoming milling and resurfacing of the runway are planned for Fiscal Year 2024 through Fiscal Year 2028 and is anticipated to be funded by a mix of Airport Improvement Program ("AIP") grants, FDOT grants, and Authority funds. The Authority has selected a design firm and construction is estimated to begin in Fiscal Year 2026 which remains subject to funding and Board approval.

Consolidated North Maintenance Building and Midfield Shop (\$27 million) - The maintenance facility for the Airport System (the Airport System) was constructed in 1999. Due to continued activity and growth at the Airport System, preliminary studies have shown the need for a new 45,000 SF facility to accommodate future growth at the Airport System from 2023 to 2045. This new building will also consolidate various maintenance operations that are currently located at various remote locations within the Airport System campus and therefore improving efficiency within the maintenance department.

BHS (\$3 million) The Baggage Handling System (BHS) is in need of improvement in order to keep up with the growth of the Airport System and increased baggage volumes. This project looks at implementing some key improvements to extend the life of the existing BHS and handle the increased baggage volumes until a new system is built as part of the Concourse E project.

Other Capital Improvement Program Projects (\$73 million) - The Authority's Program also includes Airport Traffic Control Tower and a Terminal Radar Approach Control Facility, Concourse Restroom Remodel, FIS Upgrades, Skyplex Program Enabling Work, Rehab Roads 2, Training Facility Upgrades, Expand Employee Parking Lot, Replace Holdroom Seating, Replace Terrazzo, New Cell Phone Lot, ARFF Truck (E-93 – Crash) New Add, ARFF Truck (Ladder Truck), ARFF Truck (Replace 905), ARFF Truck (Replace 907), ARFF Training Area, Mitigation Park Compliance, North Ramp Environmental Remediation, Gravel/ Shell Parking Lot, TAR Overhead Sign Refurb, Demo Air Freight Building, and Bollards Replacement. The total cost associated with these projects is approximately \$73 million. Planned funding includes a mix of AIP, FDOT, PFC Pay-Go, CFCs, and Authority Funds.

### **Funding for Program**

The Program is anticipated to be funded through (1) grant awards from the Airport System Improvement Program funds, FDOT and the TSA, (2) PFCs, (3) Airport funds designated for such purposes, (4) CFCs, (5) Additional Parity Bonds or (6) a combination thereof. See "THE COUNTY, THE

AUTHORITY AND THE AIRPORT SYSTEM – Capital Improvement Program and Funding Sources" and "FUTURE DEBT ISSUANCE" herein for more information.

### **Authority Funding**

The Authority anticipates using \$103.9 million of its unencumbered available cash to fund a portion of the Program, including the use of \$16.5 million which have been applied to design of the Concourse E project as of July 2024. See "–Capital Improvement Program and Funding Sources" above.

### **Passenger Facility Charges**

As part of the PFC Act, as implemented by the FAA pursuant to the PFC Regulations, the United States Congress has authorized commercial service airports such as the Airport System to collect passenger facility charges from each paying passenger enplaned at such airport in the amount of \$1.00, \$2.00, \$3.00, \$4.00 or \$4.50, subject to certain limitations. Airport-related projects eligible for funding with passenger facility charges are those that (a) preserve or enhance capacity, safety or security of the national air transportation system, (b) reduce noise from an airport that is part of the system, or (c) 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. In order to be eligible to impose passenger facility charges at levels of \$4.00 or \$4.50, a project must meet certain additional requirements provided in the PFC Regulations. The PFC Act is subject to amendment and to repeal by the United States Congress. The FAA may also amend the PFC Regulation. PFCs are collected on behalf of airports by air carriers, certain foreign air carriers and their agents ("Collecting Carriers").

The Collecting Carriers are authorized to withhold, as a collection fee (a) eleven cents per enplaning passenger from whom passenger facility charges is collected and (b) any investment income earned on the amount collected prior to the due date of the remittance. The Collecting Carriers remit passenger facility charges to the Airport System on a monthly basis. The PFC Act was amended in 1996 to provide that PFCs that are held by a Collecting Carrier constitute a trust fund that is held for the beneficial interest of the eligible agency imposing the fee and that the Collecting Carrier holds neither a legal nor equitable interest in the PFCs, except for any handling fee or retention of interest collected on unremitted proceeds. In addition, PFC Regulations require Collecting Carriers to account for PFCs 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 PFCs collections with the carriers' other sources of revenue.

PFC applications for specific projects are approved by the FAA in specific total amounts and the Authority may impose the designated passenger facility charges only until it collects the authorized total amount. Interest earnings on the collections are treated as collections for purposes of the authorized total. The Airport System has imposed PFCs since November 1992. The Authority is currently authorized to collect approximately \$1.3 billion in PFCs through December 1, 2060. As of March 31, 2024, the Authority had collected approximately \$418.2 million and expended approximately \$381 million in PFCs. The Authority anticipates utilizing approximately \$33.2 million in PFCs pay-go funding for projects within its Program. The remaining approval includes PFC pay-go funding for the FIS Upgrades project. The TCT/TRACON project has received FAA approval as part of PFC Application 13-08-C-00-RSW. PFC pay-go funding for the Concourse E project was approved by the FAA as part of the Authority's PFC

Application 24-11-C-00-RSW. PFC pay-go funding for the FIS Upgrades project will be included in an upcoming PFC Application.

Also included in the Program is approximately \$70 million in airlines serving PFC-supported debt associated with Terminal Expansion – Phase 1, which received approval from the FAA within the Authority’s PFC Application 19-10-C-00-RSW, and approximately \$175 million in PFC-supported debt associated with Terminal Expansion – Phase 2 (Concourse E), which received approval from the FAA within the Authority’s most recent PFC Application 24-11-C-00-RSW.

The Authority is currently authorized to collect PFCs at a rate of \$4.50 per enplaned passenger at the Airport System.

PFCs may be used, subject to applicable regulations, either to pay debt service on all or a portion of bonds secured by, or payable from, PFCs or to pay for eligible capital improvements on a year-to-year basis, as specified in the applicable approval. Currently, the Airport System's PFC approvals authorize (but do not require) the use of PFCs to pay debt service on any bonds issued to finance PFC approved projects. Historically, and prior to June 25, 2020, the Airport System used a portion of the PFCs to pay a portion of the debt service on the Bonds, which portion of PFCs constitute Transfers within the meaning of the Bond Resolution. See "AIRPORT FINANCIAL FACTORS - Historical Statement of Net Revenues" herein. On June 25, 2020, the County adopted Resolution No. 20-06-30 (the "PFC Resolution") which pledged the PFC Revenues as additional security for the Series 2015 Bonds. In a Supplemental Resolution that authorized the Series 2021A Bonds, the County pledged the PFC Revenues as additional security for a portion of the 2021A Bonds. In the Supplemental Resolution that authorized the Series 2024 Bonds, the County pledged the PFC Revenues as additional security for the Series 2021B Bonds. In the Supplemental Resolution that authorized the Series 2024 Bonds, the County pledged the PFC Revenues as additional security for a portion of the Series 2024 Bonds. The Series 2015 Bonds, a portion of the Series 2021A Bonds, the 2021B Bonds and a portion of the Series 2024 Bonds are (collectively, referred herein as the "PFC Pledged Bonds"). The pledge of the PFC Revenues may subsequently be released as provided in the Bond Resolution. In addition, PFCs may be pledged to secure future Additional Parity Bonds or Passenger Facility Charge Bonds issued by the County in accordance with the terms of the Bond Resolution. See "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM – Passenger Facility Charges" herein.

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The following table sets forth the PFCs collected at the Airport System in Fiscal Years 2019 through and including 2023:

**Passenger Facility Charges**

Fiscal Year Ended September 30	PFCs Collected <sup>(1)</sup>
2019	\$21,356,398
2020 <sup>(2)</sup>	14,256,762
2021	18,444,156
2022	21,445,923
2023 <sup>(3)</sup>	19,487,062

- <sup>(1)</sup> Includes interest income. PFC Revenues only include a portion of the \$4.50 collected per enplaned passenger by the Authority. In Fiscal Year 2023, PFC Revenues used for debt service were approximately \$10.9 million.
- <sup>(2)</sup> Decline a result of COVID-19. See "CERTAIN INVESTMENT CONSIDERATIONS – Coronavirus (COVID-19)" herein for more information.
- <sup>(3)</sup> Decline a result of Hurricane Ian. See "CERTAIN INVESTMENT CONSIDERATIONS – Climate Change and Environmental Issues" herein for more information.

Source: Lee County Port Authority.

**Customer Facility Charge Funding**

Customer Facility Charge revenue is used to fund ground access-related projects, including the construction of new or improvements to existing rental car facilities; operations and maintenance of existing rental car facilities; debt service on rental car facilities; or costs associated with supporting facilities. Currently, a CFC of \$5.00 per transaction is collected. The Authority anticipates using approximately \$210 million in CFC funding for the Rental Car and Parking Expansion project included in the Program that is estimated to begin in Fiscal Year 2017 subject to Board approval.

**Federal Budget and Sequestration**

Another factor that has affected the industry in the last several years is the federal deficit reductions enacted through implementation of the sequestration provisions of the Budget Control Act of 2011 ("BCA"), which established automatic cuts to the federal legislation's discretionary budget authority based upon certain spending thresholds. The sequestration provisions were first triggered in 2013, cutting the budgets of federal agencies, including the FAA, Customs and Border Patrol Agency ("CBP") and TSA. While reductions have continued in some form in every year since, Congress has acted several times to prevent "sequester" cuts to discretionary programs by lifting the discretionary spending caps. The most recent of these actions was the Fiscal Responsibility Act of 2023 (the "FRA"), which set spending caps for federal Fiscal Years 2024 and 2025 and should prevent automatic discretionary sequester cuts for these two years.

Per the Congressional Budget Office, federal agencies will not have to cut their spending because of sequestration in fiscal 2024. Should sequestration be triggered in fiscal 2025 (i.e., exceed the increased spending caps), it could adversely affect FAA, CBP and TSA budgets and operations and the availability of certain federal grant funds typically received annually by the Airport System. Such budget cuts could

also lead to the FAA, CBP and TSA being forced to implement furloughs of their employees and freeze hiring and could result in flight delays and cancellations.

### **Federal and State Grants**

The Authority also receives funds pursuant to Federal and State grants. Such grant funds are generally restricted to specific uses. The projects contained in the Authority's Program assume the use of a total of approximately \$159.4 million of federal and state funds, consisting of future AIP entitlement funds, future discretionary funds, and grant funds from the State of Florida. The Authority's plan of finance for the Concourse E project includes \$48 million in federal Airport Infrastructure Grants entitlement funds, \$8 million in federal discretionary funds through the Bipartisan Infrastructure Law Airport Terminal Program and \$7 million in funding from an FAA community grant. See Report of the Airport Consultant attached hereto as APPENDIX C.

### **INFORMATION CONCERNING THE SIGNATORY AIRLINES**

Each Signatory Airline (or its respective parent corporation) serving the Airport System is subject to the information reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and, in accordance therewith, must file reports and other information with the Securities and Exchange Commission (the "Commission"). Certain information, including financial information as of particular dates concerning each such Signatory Airline or its respective parent corporation, is disclosed in reports and statements filed with the Commission. In addition, certain non-signatory airlines may also file reports and information with the Commission. Such reports and statements can be inspected in the Public Reference Section at the SEC Headquarters, 100 F Street, N.E., Washington, DC 20549, and copies of such reports and statements can be obtained from the Public Reference Section at prescribed rates. The SEC also maintains a website that contains reports, proxy and information statements and other written information regarding companies that file electronically with the SEC. The address of the website is <http://www.sec.gov>. In addition, each domestic airline is required to file periodic reports of financial and operating statistics with the United States Department of Transportation. Such reports can be inspected at the following location: USDOT Dockets Office, Research and Innovative Technology Administration, Bureau of Transportation Statistics, 1200 New Jersey Avenue, S.E., Room W12-140, Washington, D.C. 20590 and copies of such reports can be obtained from the United States Department of Transportation at prescribed rates. Foreign flag airlines are not required to file financial reports or operating statistics with the United States Department of Transportation. THE COUNTY HAS NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF INFORMATION AVAILABLE FROM THE ABOVE-MENTIONED SOURCES.

### **USE AGREEMENTS**

The Signatory Airlines have each entered into an Airline - Airport Lease and Use Agreement (the "Use Agreements") with the Authority. Airlines that have executed the Agreement are defined as Signatory Airlines, and airlines that have not executed the Agreement are defined as Non-Signatory Airlines. Current Signatory Airlines (and their share of Fiscal Year 2023 enplaned passengers) include Delta (21.6%), Southwest (18.3%), American (15.1%), United (14.3%), JetBlue (10.6%), Spirit (6.1%), Frontier (5.7%), and Sun Country (3.0%) (including their respective affiliates). The New Agreement was signed by all current Signatory Airlines. The Signatory Airlines represented 94.6% of enplanements at the Airport System in Fiscal Year 2023 and accounted for approximately 30% of total Revenues (excluding PFC Revenues) for the

Fiscal Year 2023. For a description of the terms and conditions of the Use Agreements, see "FORM OF USE AGREEMENTS," included as Appendix E attached hereto.

The current Use Agreements commenced on October 1, 2018 with a three year term, expiring on September 30, 2021. A two-year extension was agreed to with the existing Signatory Airlines, that expired on September 30, 2023. The Authority agreed to extend the terms of the existing agreement through September 30, 2024. Thereafter, a new long-term agreement will go into effect on October 1, 2024 and will continue for term of ten years, until September 30, 2034. The Use Agreements, commonly referred to as a hybrid compensatory agreement, have a revenue sharing component. In any year in which there are net remaining revenues generated at the Airport System, and all requirements of the Bond Resolution have been satisfied, the net remaining revenues shall be divided between the Authority (60%) and the Signatory Airlines (40%). Under the new Use Agreement, the first three years shall be divided 70% to the Authority and 30% to the Signatory Airlines. For the remaining seven years of the new agreement, the allocation will then revert back to 60% Authority and 40% Signatory Airlines. The Use Agreements provide for flexibility as there is no airline approval required for capital projects.

Passenger terminal building ("Terminal") premises are leased on an exclusive use, preferential use and joint use basis. The Authority leases certain terminal premises on a common use basis, as necessary. The Authority manages its Terminal facilities in an efficient manner, while also respecting the schedules of its airline parties. Offices and operations areas are leased on an exclusive use basis. Ticket counters, baggage make-up facilities, gates/holdrooms and aircraft parking positions are leased on a preferential use basis. Baggage claim is leased on a joint use basis, with costs allocated to the Signatory Airlines based on twenty percent (20%) allocated to all Signatory Airlines equally, and eighty percent (80%) allocated to all Signatory Airlines based on the ratio of each Signatory Airline's enplaned passengers annually at the Airport System.

Landing fees are calculated using a "residual" airfield cost center approach and are based upon the total landed weight for all airline groups (Signatory, non-Signatory, Cargo, Charter, and International). Terminal rents are calculated using a commercial compensatory method (i.e., rentable square foot divisor). Charges for the leasing of all Terminal space is assessed on a square-footage basis. See "FORM OF THE USE AGREEMENTS," included as APPENDIX E attached hereto for a description of such fees and charges and the rate making formula for establishing landing fees and cost center use charges as described in the Report of the Airport Consultant (the "Report").

## **REPORT OF THE AIRPORT CONSULTANT**

### **Scope of the Report**

The Report presents the analysis undertaken by Ricondo & Associates (the "Airport Consultant") to demonstrate the ability of the County and the Authority to comply with the requirements of the Bond Resolution on a pro forma basis for Fiscal Years 2024 through and including 2031 (the "Projection Period") which is based on the assumptions regarding the planned issuance of the Series 2024 Bonds, and the anticipated Program provided by the Authority after consultation with its financial advisor and the Underwriters. In developing its analysis, the Airport Consultant has reviewed historical trends and formulated projections, based on the assumptions put forth in the Report, which have been reviewed and agreed to by the Authority, regarding the ability of the Airport System to generate demand for air service, the trends in air service and passenger activity at the Airport System, and the financial performance of the Airport System.

To develop the pro forma analysis of the Authority's financial performance, the Airport Consultant reviewed the agreements that establish the business arrangements between the Airport System and its various tenants, including but not limited to the commercial airlines serving the Airport System. The Airport System generates the majority of its Revenues from commercial airlines and private aircraft operators through airfield usage fees and various rentals for terminal and other spaces; fees and rents assessed to concessionaires providing various goods and services to passengers and other users of Airport facilities; fees and rents assessed to rental car operators serving the Airport System; and fees for public parking and commercial vehicle access to Airport facilities. These revenues are in large measure driven by passenger demand for air service from the Airport System, which is a function of national and local economic conditions, and the ability and willingness of the commercial airlines to supply service at a level commensurate with this demand. Thus, the Airport Consultant reviewed the historical relationships between economic activity and demand for air service and the financial performance of the Airport System based on forecasted demand. In 2020, the airline industry and the Airport System experienced significant changes resulting from the COVID-19 pandemic and efforts to contain it. The Airport Consultant's review of activity included considerations on the effect of the COVID-19 pandemic on airline travel, and the airlines' provision of air service going forward after COVID-19. The activity assumptions within the Report also include considerations regarding the impact of Hurricane Ian on activity levels at the Airport System. Based on this historical review, the Airport Consultant developed assumptions regarding these factors and relationships through the Projection Period, which provide the basis for the forecasts of passenger activity and the projections of financial performance presented in the Report attached hereto as APPENDIX C.

The financial analysis described in the Report includes a Projection Period through the Fiscal Year 2031. Beyond Fiscal Year 2031, the planned capital improvements for the Airport System are not included within the analysis. The five-year Program is re-evaluated annually and projects could be included/excluded based on demand and other factors. The techniques and methodologies used by the Airport Consultant in preparing the Report are consistent with industry practices for similar studies in connection with the issuance of airport revenue bonds. While the Airport Consultant believes that the approach and assumptions used are reasonable, some assumptions regarding future trends and events discussed in the Report, including the implementation schedule of the Program, the forecasts of passenger-related activity, and the projections of financial performance, may not materialize. Therefore, actual performance will likely differ from the forecasts and projections set forth in the Report, and the variations may be material. In developing their analyses, the Airport Consultant used information from various sources, including the Authority, the underwriters, the financial advisor, federal and local governmental agencies, and independent providers of economic and aviation industry data, as identified in the notes accompanying the related tables and exhibits in the Report. Airport Consultant believes these sources to be reliable but has not audited the data and does not warrant their accuracy. The analyses in the Report are based on conditions known as of the date of the Report. The Airport Consultant has no obligation to update the Report on an ongoing basis. See APPENDIX C attached hereto.

### **Summary of Financial Analysis and Assumptions**

Certain of the assumptions and results of the financial analysis presented in the Report are summarized below:

- Current Expenses are projected to increase on the basis on the type of expense, the incremental increases associated with the completion of capital projects, and the expectations of future inflation (assumed to be 2.0% annually), with total Current Expenses estimated to increase from approximately \$110.9 million in Fiscal Year 2025 to

approximately \$141.3 million in Fiscal Year 2031. Parking and concession revenues are budgeted to be \$75.0 million in the Fiscal Year 2025 and are projected to increase to approximately \$90.4 million in the Fiscal Year 2031, based on anticipated air traffic growth, inflation, and impacts from the anticipated Terminal Expansion – Phase 1 project in Fiscal Year 2026 and Concourse E project in Fiscal Year 2028. Total Non-Airline Revenues, including concessions, are budgeted to be approximately \$99.9 million in Fiscal Year 2025. Total Non-Airline Revenues are projected to increase to approximately \$117.7 million in Fiscal Year 2031

- After the Series 2024 Bonds are issued, total annual debt service is projected to be approximately \$64.6 million in Fiscal Year 2025 and increase to \$76.4 million per year in Fiscal Year 2027 due to the Series 2025 Bonds debt service. In Fiscal Year 2026 total annual debt service increases to approximately \$87.6 million per year due to the first full debt service payment on the Series 2025 Bonds.
- Airline revenues calculated according to on the terms of the Use Agreement are estimated to increase from approximately \$86.1 million in Fiscal Year 2025 to approximately \$124.9 million in Fiscal Year 2031. The Airport System’s estimated average airline cost per enplanement (CPE) is estimated to increase from approximately \$13.64 in Fiscal Year 2025 to approximately \$17.93 in Fiscal Year 2031 as a result of increased capital costs associated with the Concourse E project. Calculated in accordance with the Bond Resolution, debt service coverage is estimated to be 1.60x and 1.60x in Fiscal Year 2025, the first full year of debt service on the Series 2024 Bonds, calculated according to both the 1.25x and 1.00x tests, respectively. Debt service coverage is expected to exceed both debt service coverage requirements established in the Bond Resolution in each year of the Projection Period.
- Additional Concourse E Protection, as defined and described in the Report attached hereto as APPENDIX C is projected to be required in Fiscal Year 2026 through the end of the Projection Period and is projected to increase from \$4.3 million in Fiscal Year 2026 to \$11.1 million in Fiscal Year 2027. Additional Concourse E Protection is projected to remain relatively flat from Fiscal Year 2027 through the end of the Projection Period.
- Calculated in accordance with the Resolution, debt service coverage is estimated to be 1.60x in Fiscal Year 2025, the first full year of debt service on the 2024 Bonds, calculated according to both the 1.25x and 1.00x tests. Debt service coverage is expected to exceed both debt service coverage requirements established in the Resolution in each year of the Projection Period.

The projections of enplaned passengers and aircraft operations in the Report were based on several underlying assumptions, including the following:

- Activity at the Airport System will not be constrained by facilities, or lack thereof.
- Airlines will continue their trend of upgauging to larger average aircraft sizes that can accommodate more passengers per operation at the Airport System, resulting in operations growing at a slower rate than enplaned passengers.

- It is assumed that current ongoing constraints resulting from fleet availability and labor shortages will ease over time, with lessening impact in the longer-term portion of the Projection Period.
- Additional economic disturbances will occur during the Projection Period, causing year-to-year variations in airline traffic. However, traffic at the Airport System and nationwide is projected to increase over the long-term.
- It is assumed that no additional major "acts of God" such as a hurricane or other natural disaster that may disrupt the national or global airspace system or negatively affect aviation activity will occur during the Projection Period.
- For these analyses, and as with the FAA's assumptions for its nationwide forecasts, it is assumed neither terrorist incidents that materially impact US air traffic demand during the Projection Period will occur, nor will variants of COVID-19 emerge that would result in a similar reduction in air service as experienced at the onset of the pandemic. COVID-19 Recovery.

Many of the factors influencing aviation activity cannot be quantified, and any projection is subject to uncertainties. As a result, the process should not be viewed as precise. Actual airline traffic at the Airport System could differ from the projections presented herein, because events and circumstances might not occur as expected.

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### Projected Net Revenues and Debt Service Coverage

Using the assumptions described above and in APPENDIX C attached hereto, the Airport Consultant developed projections of revenues, expenses, debt service and debt service coverage for the Projection Period. The projection does not consider the delays and the additional costs associated with the delivery of the Terminal Expansion Phase 1, as described above. The table below shows debt service coverage for such Projection Period:

	2024	2025	2026	2027	2028	2029	2030	2031
Revenues	\$151,905,643	\$207,049,321	\$222,189,518	\$242,790,008	\$247,587,622	\$252,121,257	\$256,083,741	\$260,224,625
Current Expenses	\$87,299,983	\$105,499,765	\$110,651,505	\$114,802,463	\$120,467,372	\$124,991,370	\$129,686,014	\$134,557,768
Net Revenues	\$64,605,660	\$101,549,556	\$111,538,013	\$127,987,545	\$127,120,250	\$127,129,887	\$126,397,728	\$125,666,858
Transfers in	\$355,043	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service	\$20,858,400	\$63,443,316	\$75,685,550	\$87,275,838	\$86,490,588	\$86,325,088	\$85,622,838	\$84,914,338
BOND SERVICE REQUIREMENT COVERAGE (1X REQUIRED)	3.11x	1.60x	1.47x	1.47x	1.47x	1.47x	1.48x	1.48x
BOND SERVICE REQUIREMENT COVERAGE AFTER TRANSFERS (1.25X REQUIRED)	3.10x	1.60x	1.47x	1.47x	1.47x	1.47x	1.48x	1.48x

Source: Report of the Airport Consultant attached hereto as APPENDIX C.

## Conclusions of the Airport Consultant

1. Based on the analyses put forth in the Report, the Airport Consultant is of the opinion that the Net Revenues of the Airport System in each year of the Projection Period are expected to be sufficient to comply with the requirements of the rate covenant established in the Bond Resolution.

2. The Airport Consultant is also of the opinion that throughout the Projection Period the Airport System's airline's rates and charges should remain reasonable based on the expectation that these fees will not deter forecast demand for air traffic at the Airport as airlines continue to deploy capacity to airports based on available resources. The underlying strength of air traffic demand for the Airport System is based on a combination of factors that are not materially affected by Airport rates and charges.

## CERTAIN INVESTMENT CONSIDERATIONS

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 Pledged Funds expected to be generated by the Airport System. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the Series 2024 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of the investment considerations. Potential investors in the Series 2024 Bonds are advised to consider the following factors, among others, and to review this entire Official Statement to obtain information essential to the making of an informed investment decision. 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.

The Series 2024 Bonds, together with the Parity Bonds and any Additional Parity Bonds, when and if issued, are limited special obligations of the County payable from, and equally and ratably secured by, a lien on the Pledged Funds, including the Net Revenues. No mortgage of any of the physical properties forming a part of the Airport System or any lien thereon or security interest therein has been given. The Series 2024 Bonds are not general obligations of the County, and neither the taxing power of the County nor the State is pledged as security for the Series 2024 Bonds. See "SECURITY FOR THE BONDS" in this document.

The following are some of the factors affecting the airline industry including price and availability of aviation fuel, terrorism and geopolitical concerns, labor shortages and other labor disruptions, aviation security concerns, the impact of Boeing 737 MAX grounding, structural changes in the travel market, technological innovations in ground transportation, and airline bankruptcies.

## Uncertainties of the Aviation Industry

*General.* There are key factors that affect economic and financial condition of the airlines, and, therefore, the amount of Revenue available for payment of the Bonds. The key factors include, but are not limited to: unfavorable local, regional, national and international economic conditions, including international trade volume, extensive governmental regulation of the airline industry, political conditions, including wars, other hostilities and acts of terrorism, competition from other airports, airline service and route networks, the capacity of the national air transportation system and the Airport System, passenger reaction to disruptions and delays arising from security concerns and government shutdowns, airline

operating and capital expenses, including security, labor and fuel costs, availability of fuel and the ability to hedge fuel costs, environmental factors and regulations, currency values and world-wide infectious diseases (e.g., Ebola, SARS and COVID-19), aviation security concerns, airline mergers, and airline bankruptcies. The airline industry also faces competition from surface transportation and technological alternatives such as virtual meetings, teleconferencing or videoconferencing. Increased competition from these sectors in both the domestic and international markets may have a material adverse effect on the Airport System's business, financial condition and results of operations. If aviation and enplaned passenger traffic at the Airport System do not meet forecast levels, a corresponding reduction could occur in forecasted Revenues.

The airline industry is highly cyclical and is characterized by intense competition, high operating and capital costs and varying demand. Passenger and cargo volumes are highly sensitive to general and localized economic trends, and passenger traffic varies substantially with seasonal travel patterns. The profitability of the airline industry can fluctuate dramatically from quarter to quarter and from year to year, even in the absence of catastrophic events such as the terrorist attacks of September 11, 2001, the economic recession that occurred in 2008 and 2009, the COVID-19 pandemic, and Hurricane Ian impacts. Business decisions by airlines, such as the reduction or elimination of service to unprofitable markets, increasing the use of smaller, regional jets, airline mergers or consolidations and changing hubbing strategies have also affected air traffic at the Airport System and could have a more pronounced effect in the future.

*Price and Availability of Aviation Fuel.* The price and availability of aviation fuel are critical and there are numerous uncertain factors affecting airline industry. Historically, the volatility in jet fuel prices, which track just above crude oil prices, has significantly affected airlines' operating costs. According to the International Air Transport Association, fuel accounts for 30% of airline operating costs in 2024, a decrease from 36% in 2023. Fluctuating fuel costs will continue to affect airline profitability, and this could lead to changes in air service as airlines adjust air service to address increase or decrease in the cost of fuel. As of the third quarter of calendar year 2024, jet fuel accounted for 20.8% of total airline operating costs, second only to labor, according to Airlines for America. The average price of jet fuel peaked in June 2022 at \$4.04 per gallon, having grown steadily since April 2020, which represented the lowest price observed during the historical period. Fluctuating fuel costs affect airline profitability, which could lead to air service changes as airlines adjust capacity and pricing to address changes in the cost of fuel.

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.

Terrorism and Geopolitical Concerns. Potential terrorist attacks, geopolitical conflict or security events, could have a significant adverse effect on the airline industry's financial performance. Although airports and airlines have implemented governmental and private security to monitor terrorist threats, the airline industry remains a high-profile target for terrorist groups. In addition, the impact on the airline industry's operations of avoiding areas of the world, including airspace, in which there are geopolitical conflicts and the targeting of commercial aircraft by parties to those conflicts can be significant. The Russian invasion of Ukraine, which began in February 2022, is still ongoing. Additionally, an escalation of conflict between Israel and Hamas, which began in October 2023, remains an evolving situation. While there are no flights from the Airport System to these regions, further developments in these conflicts could exacerbate geopolitical and economic uncertainty and potentially impact demand for travel to certain regions which could indirectly impact enplanements at the Airport System. These events could include random acts of violence and could occur in public areas that the Authority cannot control.

Labor Shortages and Other Labor Related Disruptions. The airline industry is labor intensive and has experienced and may experience labor shortages that affect and could continue to affect the airline industry and the Airport System. Several major airlines have announced reduced schedules and cancelling flights as a result of reported labor shortages and staffing challenges. Labor shortages have been attributed to growing travel demand after thousands of workers in the airline industry opted for buyouts or otherwise terminated their employment during the COVID-19 pandemic. In addition to the impact of labor shortages and staffing challenges on the airlines, the Airport System and its concessionaires also may have their operations and finances impacted adversely by labor shortages and staffing challenges. This was particularly the case in the several weeks following Hurricane Ian.

Moreover, a large percentage of the workforce is unionized. Relations between air carriers and labor unions in the United States are governed by the Railway Labor Act, which provides that a collective bargaining agreement between an airline and a labor union does not expire, but instead becomes amendable as of a stated date. The Railway Labor Act generally prohibits strikes or other types of self-help actions both before and after a collective bargaining agreement becomes amendable, unless and until the collective bargaining processes required by the Railway Labor Act have been exhausted.

If an airline is unable to reach agreement with a union work group in a future negotiations the airline may be subject to work interruptions or stoppages, subject to the requirements of the Railway Labor Act or the National Labor Relations Act, as the case may be. Strikes or labor disputes with unionized employees may have a material adverse effect on an airline's ability to conduct business. Likewise, if third-party regional carriers with which an airline has a contract carrier agreement, and the airline is unable to reach agreement with their unionized work groups in current or future negotiations regarding the terms of their collective bargaining agreements, those carriers may be subject to work interruptions or stoppages, subject to the requirements of the Railway Labor Act, which could have a material adverse effect on the airline.

Aviation 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 declared by the Department of Homeland Security ("DHS") and geopolitical conflicts could have a significant adverse effect on passenger travel behavior and air travel demand leading to decreased Revenues, the ability to pay Bondholders and financial condition of the airline industry. In addition, travel behavior may be affected by anxieties about the safety of flying and by the inconveniences and delays associated with more stringent security screening procedures, both of which may give rise to the avoidance of air travel generally and the switching from air to surface travel modes.

### Impact of Boeing 737 MAX Grounding

On March 13, 2019, following two deadly aircraft crashes involving the Boeing 737 MAX airplane, the FAA 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, require 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 provides that prior to returning Boeing 737 MAX aircraft to service, operators must meet all other applicable requirements, including new training for pilots and conducting specified maintenance activity. The grounding of the Boeing 737 MAX did not have a negative impact on the Airport System. Airlines, such as Southwest, replaced the Boeing 737 MAX with another aircraft and no service was lost as a result.

On January 10, 2024, the FAA notified the Boeing Company ("Boeing") that it has initiated an investigation into their quality control system. The FAA announced that it would increase oversight of Boeing, including conducting (1) an audit involving the 737-9 production line and suppliers to evaluate compliance with approved quality procedures, (2) increased monitoring of 737-9 in-service events, and (3) an assessment of safety risks around delegated authority and quality oversight, and examination of options to move these functions under independent third parties. On January 24, 2024, the FAA stated that it would not approve production rate increases or additional production lines for the 737 MAX until found that Boeing maintained full compliance with required quality control procedures. Future safety issues (or the perception thereof) with respect to aircraft which serve the Airport System could result in reduced passenger traffic. On March 4, 2024, the FAA halted production expansion of the Boeing 737 MAX and continued its increased onsite presence at Boeing's facility and Spirit AeroSystems' facility. Future safety issues (or the perception thereof) with respect to aircraft which serve the Airport System could result in reduced passenger traffic.

In July 2024, Boeing agreed to plead guilty to a felony charge of conspiring to defraud the federal government over two fatal crashes on the 737 Max in 2018 and 2019. As a result, Boeing will be put on probation for three years and the U.S. Department of Justice will appoint an independent compliance monitor who will make sure that safety measures are in place and followed and will submit annual reports to the government. As a result, Boeing has had a production slowdown as a result of the issues described above. At this time, it is uncertain what the long-term impact will be for airlines and airports.

On April 8, 2024, Spirit Airlines announced an agreement to defer deliveries of Airbus SE aircraft scheduled from the second quarter of 2025 through 2026 to 2030 through 2031. Defects in Pratt & Whitney geared turbine engines also forced Spirit Airlines and JetBlue Airways to ground some of their A320neo aircraft as a result of mandatory inspections.

Additionally, Spirit Airlines will furlough approximately 260 pilots beginning on September 1, 2024. For the Fiscal Year 2023, Spirit Airlines accounted for 6.1% of total passengers at the Airport System. At this time, the Authority cannot predict what impacts, if any, the above will have on operations at the Airport System, however, the Authority does not expect there to be an impact on its ability to pay debt service on the Series 2024 Bonds.

Aviation industry supply chain issues are also impacting the airline industry, including, but not limited to, engines, airframes and other parts. At this time, it is uncertain when such supply chain issues will resolve.

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. Efforts of airlines to stimulate traffic by heavily discounting fares have changed consumer expectations regarding airfare. 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. In addition, 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.

Technological Innovations in Ground Transportation. One significant category of non-airline revenues is from ground transportation activity, which the Airport System includes in its commercial landside classification of Revenues. This includes use of Airport parking garages, car rentals, ground transportation fees paid by taxis, limousines and TNCs, and hotel concession revenues. While passenger levels are increasing at the Airport System, the relative market share of ground transportation sources of revenue is shifting. As one example, the popularity of TNCs has increased as a result of a variety of factors including the increasing number of cities where TNCs may operate, other technological innovations in ground transportation, convenience of requesting a ride through a mobile application, the ability to pay for this service without providing cash or other payment to the hired driver, and competitive pricing.

Airline Bankruptcies. Airlines using the Airport System may file for protection under U.S. or foreign bankruptcy laws, and any such airline (or a trustee on its behalf) would usually have the right to seek rejection of any executory airport lease or contract, including Use Agreements, within certain specified time periods after the filing, unless extended by the bankruptcy court. In addition, during the pendency of a bankruptcy proceeding, a debtor airline using the Airport System typically may not, absent a court order, make any payments to the Authority either on account of services provided to the airline prior to the bankruptcy filing date or the airline's use of airport facilities prior to the bankruptcy filing date (such services or use being referred to as "pre-petition" items). Thus, the Authority's stream of payments from a debtor airline may be interrupted to the extent such payments are for pre-petition items, including any accrued rent, landing fees, aviation fees, and PFCs. For any domestic or foreign airline not intending to continue operating at the Airport System, the airline will likely reject all contracts, including a Use Agreement, with the Airport System, and the Airport System's recovery of amounts owed to it under the contracts prior to the filing date will typically be limited to the security deposits on hand for that airline and the percentage distribution of the airline's assets that all creditors receive at the conclusion of the bankruptcy proceeding.

An airline that has executed a Use Agreement or other executory contract with the Authority and seeks protection under the U.S. bankruptcy laws must assume or reject (a) its Use Agreement within 120 days after the bankruptcy filing (subject to court approval, a one-time 90-day extension is allowed (further extensions are subject to the consent of the Authority and approval of the Bankruptcy Court), and (b) its other executory contracts with the County prior to the confirmation of a plan of reorganization.

In the event of assumption and/or assignment of any agreement to a third party, the airline would be required to cure any pre- and post-petition monetary defaults and provide adequate assurance of future performance under the applicable Use Agreement or other agreements.

Rejection of a Use Agreement or other agreement or executory contract will give rise to an unsecured claim by the County for damages, the amount of which in the case of a Use Agreement or other agreement is limited by the United States Bankruptcy Code generally to the amounts unpaid prior to bankruptcy plus the greater of (i) one year of rent or (ii) 15% of the total remaining lease payments, not to exceed three years. However, the amount ultimately received in the event of a rejection of a Use Agreement or other agreement could be considerably less than the maximum amounts allowed under the United States Bankruptcy Code. Certain amounts unpaid as a result of a rejection of a Use Agreement or other agreement in connection with an airline in bankruptcy, such as airfield, terminal, concourse and ramp costs would be passed on to the remaining airlines under their respective Use Agreements, thereby increasing such airlines' cost per enplanement, although there can be no assurance that such other airlines would be financially able to absorb the additional costs. In addition, pre-petition payments made by an airline in bankruptcy within 90 days of filing a bankruptcy case could be deemed to be an "avoidable preference" under the United States Bankruptcy Code and thus subject to recapture by the debtor or its trustee in bankruptcy. In general, risks associated with bankruptcy include risks of substantial delay in payment or of reduced or non-payment and the risk that the County may be delayed or prohibited from enforcing any of its remedies under the agreements with a bankrupt airline. Delta, United, American and US Airways were each operating at the Airport under a Use Agreement at the time of their respective filings for bankruptcy protection. Delta, United, American, and US Airways each assumed their respective Use Agreements when they emerged from bankruptcy protection.

With respect to an airline in bankruptcy proceedings in a foreign country, the County is unable to predict what types of orders and/ or relief could be issued by foreign bankruptcy tribunals, or the extent to which any such orders would be enforceable in the United States.

During the pendency of a bankruptcy proceeding, a debtor airline may not, absent a court order, make any payments to the County on account of goods and services provided prior to the bankruptcy. Thus, the County's and Authority's stream of payments from a debtor airline would be interrupted to the extent of pre-petition goods and services, including accrued rent and landing fees. All of the pre-petition obligations of Northwest, Delta, Sun Country, United, American, US Airways, and Frontier were paid in full.

### **The Federal Budget and Sequestration**

Another factor that has affected the industry in the last several years is the federal deficit reductions enacted through implementation of the sequestration provisions of the Budget Control Act of 2011 ("BCA"), which established automatic cuts to the federal legislation's discretionary budget authority based upon certain spending thresholds. The sequestration provisions were first triggered in 2013, cutting the budgets of federal agencies, including the FAA, Customs and Border Patrol Agency ("CBP") and TSA. While reductions have continued in some form in every year since, Congress has acted several times to prevent "sequester" cuts to discretionary programs by lifting the discretionary spending caps. The most recent of these actions was the Fiscal Responsibility Act of 2023 (the "FRA"), which set spending caps for federal Fiscal Years 2024 and 2025 and should prevent automatic discretionary sequester cuts for these two years.

Per the Congressional Budget Office, federal agencies will not have to cut their spending because of sequestration in fiscal 2024. Should sequestration be triggered in fiscal 2025 (i.e., exceed the increased spending caps), it could adversely affect FAA, CBP and TSA budgets and operations and the availability of certain federal grant funds typically received annually by the Airport System. Such budget cuts could also lead to the FAA, CBP and TSA being forced to implement furloughs of their employees and freeze hiring and could result in flight delays and cancellations.

## **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. The FAA may terminate the Authority's authority to impose PFCs, subject to informal and formal procedural safeguards, if (a) PFC Revenues are not being used for approved projects in accordance with the FAA's approval, the PFC Act or the PFC Regulations, or (b) the Authority otherwise violates the PFC Act or the PFC Regulations. 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 the Airport Noise and Capacity Act of 1990 (the "ANCA") and its implementing regulations relating to the implementation of noise and access restrictions for certain types of aircraft. The regulations under ANCA also contain procedural safeguards to ensure that the Authority's ability to impose a PFC would not be summarily terminated.

No assurance can be given that the Authority's ability to impose a PFC will not be terminated by Congress or the FAA, that the PFC program will not be modified or restricted by Congress or the FAA so as to reduce PFC Revenues available to the Authority or that the Authority will not seek to decrease the amount of PFCs to be collected, provided such decrease does not violate the Authority's covenant in the PFC Resolution. Further, the current PFC Charge Expiration Date for PFC collections is currently estimated to occur on December 1, 2060. A shortfall in PFC Revenues may cause the Authority to increase rates and charges at the Airport System to meet the debt service requirements PFC Bonds that the Authority plans to pay from PFCs, and/or require the Authority to identify other sources of funding for its capital program, including issuing Additional Parity Bonds and/or additional Subordinated Indebtedness, to finance the pay-as-you-go projects currently expected to be paid with PFC Revenues.

### 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 or any PFC application will not be amended in a manner that would adversely affect the Authority's ability to collect and use PFCs.

### Collection of the PFCs

The ability of the Authority to collect PFCs depends upon a number of factors including the operation of the Airport System by the Authority, the use of the Airport System 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 System. 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. The PFC Act provides that PFCs collected by the airlines constitute a trust fund held for the beneficial interest of the eligible agency (i.e., the Authority) imposing the PFCs, except for any handling fee or retention of interest collected on unremitted proceeds. In addition, federal regulations require airlines to account for PFC collections separately and to disclose the existence and amount of funds regarded as trust funds for financial statements. Airlines are permitted to commingle PFC collections with other revenues. Airlines that have filed for Chapter 7 or 11 bankruptcy protection, however, are required to segregate PFC revenue in a separate account for the benefit of the Airport System and cannot grant a third party any security or other interest in PFC revenue. The airlines are entitled to retain interest earned on PFC collections until such PFC collections are remitted. This procedure was followed by Delta, United and Northwest during their respective bankruptcies. PFCs collected by those airlines were required by the bankruptcy court to be placed in accounts separate from other airline revenue accounts and be paid to airports monthly in accordance with the PFC regulations. However, the Authority cannot predict whether an airline that files for bankruptcy protection will properly account for the PFCs or whether the bankruptcy estate will have sufficient moneys to pay the Authority in full for the PFCs owed by such airline. The Authority has recovered all of its PFCs from each of the airlines that filed for Chapter 11 bankruptcy protection to date.

### **Federal Legislation**

Federal legislation affects the Airport System Improvement Program (the "AIP") grant funding that the Authority received from the FAA, the Authority's PFC collections, and the operational requirements imposed on the Authority. The FAA operates under an authorization-appropriation process created by Congress in which the authorization bill continues an agency's operation and the appropriation bill provides the funding for the activity under the authorization bill. Most authorization bills are for multiple years while the appropriation bills are done on an annual basis. In some cases, the bills can be combined as noted below.

On May 16, 2024, the FAA Reauthorization Act of 2024 (the "2024 Reauthorization Act") was signed into law which reauthorizes the FAA and related revenue authorities through September 30, 2028, and reauthorizes the National Transportation Safety Board through September 30, 2028. The legislation authorizes AIP funding of \$3.35 billion per year in Fiscal Year 2024 and increases to \$4 billion per year for Fiscal Years 2025 through 2028. The Act includes several AIP formula changes. For example, the measure reduces the AIP turnback for large and medium hubs from 75 to 60 percent. In addition, the 2024 Reauthorization Act contains initiatives to improve aviation safety, grow and support the aviation workforce, improve consumer protections and standards for a better flying experience, improve aircraft accessibility, expand air travel service, upgrade airports, and continue research and development for innovative aviation technologies.

There is no assurance that the FAA will receive spending authorization. The Airport cannot predict the level of available AIP funding it may receive.

## Airport Security Requirements

### General

Legislative and regulatory requirements since 2001, relating to security, have imposed substantial costs on the Airport System and its airlines. The most significant ones are discussed below.

Federal legislation created the TSA, an agency within DHS. Mandates of federal legislation and federal agencies such as TSA and DHS have imposed extensive new requirements related to screening of baggage and cargo (including explosive detection), screening of passengers, employees and vehicles, and airport buildings and structures, among other things.

The Federal Aviation and Transportation Security Act ("ATSA") makes airport security the responsibility of TSA. The Homeland Security Act of 2002 and subsequent directives issued by DHS have mandated stronger cockpit doors on commercial aircraft, an increased presence of armed federal marshals on commercial flights, establishment of 100% checked baggage screening and replacement of all passenger and baggage screeners with federal employees who must undergo criminal history background checks and be U.S. citizens, among other things.

TSA also mandates airport security measures that include: (1) screening or inspection of all individuals, goods, property, vehicles and equipment before entry into secured and sterile areas of the Airport System, (2) security awareness programs for airport employees, (3) screening all checked baggage for explosives with explosives detection systems ("EDS") or other means of technology approved by the Undersecretary of the United States Department of Transportation, (4) deployment of sufficient EDS for all checked baggage, and (5) operation of a system to screen, inspect or otherwise ensure the security of all cargo to be transported in all-cargo aircraft. Due to a lack of TSA funding, airports have borne some or all of the cost of designing, constructing, and installing automated in-line baggage screening systems and passenger screening checkpoints to meet the specifications that the TSA screening process requires for operation at full design capacity.

Airport security programs have also been affected by an additional requirement for the Airport System to control access at the TSA passenger screening checkpoint exit lanes during TSA non-operational hours and on 24 hours/7 days a week basis for exit lanes that are not co-located next to the passenger screening checkpoints. This function was previously performed by TSA personnel. Additionally, TSA continues to pressure airports to increase the rate of required random inspections of employees and vehicles accessing the restricted areas of the Airport System. Thus far, the Airport System has not only been able to meet but also to exceed TSA's expectations in this regard with its long-standing static and random employee screening program.

### Cargo Security

Both federal legislation and TSA rules have imposed additional requirements relating to air cargo. These include providing information for a central database on shippers, extending the areas of the Airport

System subject to security controls, and criminal background checks on additional employees, which inhibits the ability of operators to hire temporary workers during peak periods.

TSA also requires carriers to screen 100% of all loaded cargo on passenger and on all-cargo aircraft. TSA has developed a Certified Cargo Screening Program ("CCSP") for a "supply chain-wide solution" to cargo security that will certify cargo shippers so that they are able to screen cargo earlier in the chain. The Airport System currently is actively participating in the CCSP program.

### **Cost and Schedule of Capital Improvements Program**

The estimated costs and schedule of the Program projects described herein under the caption "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM - Capital Improvement Program and Funding Sources" depend on various sources of funding, including additional bonds, and are subject to a number of uncertainties. Ability to complete the Program may be adversely affected by various factors including: (i) estimating variations, (ii) design and engineering variations, (iii) changes to the scope of the projects, (iv) delays in contract awards, (v) material and/or labor shortages, (vi) unforeseen site conditions, (vii) casualty events or adverse weather and environmental conditions, (viii) contractor defaults, (ix) labor disputes, (x) unanticipated levels of inflation and (xi) additional security improvements and associated costs mandated by the federal government. A delay in the completion of certain projects under the Program could delay the collection of Revenues in respect to such projects, increase costs for such projects, and cause the rescheduling of other projects. There can be no assurance that the cost of construction of the Program projects will not exceed the currently budgeted dollar amount or that the completion of the projects will not be delayed beyond the currently projected completion dates. Any schedule delays or costs increases could result in the need to issue additional bonds beyond those currently projected as a funding source for the Program projects.

For more information about project delays and additional costs as well as risk mitigation techniques, see "THE COUNTY, THE AUTHORITY AND THE AIRPORT SYSTEM--Capital Improvement Program and Funding Sources--Terminal Project—Terminal Expansion-Phase 1" herein.

### **Innovative Ground Transportation**

A significant source of non-airline revenues is generated from ground transportation activity, including use of on-Airport parking facilities, rental car transactions, and trip fees paid by taxi, limousine, and transportation network companies such as TNCs that connect paying passengers with drivers who provide the transportation using their own commercial and non-commercial vehicles.

The introduction of TNCs at the Airport System has led to declines in the revenues that the Airport System receives from other ground transportation activities such as parking and rental cars among others. Such declines have been offset to a certain extent by revenues received from the TNC operators. There can be no assurance that there will not be further declines in the revenues that the Airport System receives from other ground transportation activities.

An innovative alternative to traditional rental cars are Turo peer-to-peer car sharing platforms that allows individual car owners to rent out their own cars to other individuals. The Authority's most recent rental car agreement was with TURO Peer to Peer rental services ("TURO") and was effective August 2022. TURO pays 8% of gross receipts as a privilege fee.

## **Cyber-Security**

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the County and Authority. County 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.

Airport operations at the Authority have relied on technology solutions to create an efficient, effective and safe environment for air and cargo movement. Digital transformation has allowed the Authority to offer better services to the traveling public, enhance capacity, improve safety, and increase operational efficiency. However, increased reliance on digital solutions also dramatically increases the Authority's exposure to cybersecurity risks that could severely disrupt operations.

The Authority has implemented security measures and devoted significant resources to address potential cybersecurity and ID vulnerabilities. Its cybersecurity measures are designed, among other things, to train end users, control access to networks, prevent and detect system intrusion, protect software and hardware, eradicate malware, and recover from cybersecurity incidents. Employees participate in mandatory cybersecurity training annually. The Authority also undergoes annual assessments by qualified third party security assessors. Nonetheless, it cannot be assured that a cyberattack or IT systems failure will not cause operational problems, disrupt aviation services, compromise important data or IT systems components or result in unintended release of operational or employee information.

The County maintains a cybersecurity insurance policy as well as has a cybersecurity service agreement with its information technology provider. Employees are trained on measures to identify potential cybersecurity threats in procurement and payments processes.

## **Reliance on Technology**

Airport System operations, the County and the Authority rely on technological solutions to create an efficient, effective and safe environment for air and cargo movement. However, increased reliance on digital solutions also increases exposure to cybersecurity threats or other adverse cyber or software-related incidents that could disrupt operations, not only at the Airport System, but also throughout the entire air transport industry. See "—Cyber Security" above for more information.

## **Climate Change, Hurricanes and Environmental Issues**

### *Climate Change and Hurricanes*

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 on coastal communities such as the County and the Airport System. Such effects can be exacerbated by rising sea

levels. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the County. 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 County or the Authority. However, to mitigate against such impacts, the County, following Hurricane Irma, responded with a three-phased effort to address flooding impacts. Phase 1 focused on the immediate removal of known obstructions in waterways that had been identified in the initial post storm reconnaissance. Phase 2 included a more in-depth field assessment to identify impediments to flow that could be removed in the near-term or short-term in advance of the upcoming rainy season. The County entered into an agreement with four local consultant engineering firms to canvas five heavily impacted watersheds and establish an inventory of remedial measures. Through the County's online flood questionnaire and direct public contacts, community input was substantial and provided valuable information. Phase 3, now underway, involves the creation of a comprehensive flood mitigation plan which includes detailed hydrologic modeling and engineering analysis to assess current flood levels of service and to identify long term remedial projects to enhance flood protection for County residents. If tropical storms and hurricanes were to move through the service area of the Airport System, the Airport System and customer homes and businesses may experience substantial damage and a resulting interruption in service and travel demand. Such events may materially adversely affect the County's ability to provide service, collect Pledged Funds and experience customer growth. The County has taken steps to mitigate the impact of such storms which include implementation of a hurricane preparedness plan and securing insurance coverage where available.

Hurricane Ian made landfall in Lee County on Sept. 28, 2022, as a Category 4 storm with a wind speed of 155 mph and gusts at 161 mph. (It made landfall as a Category 4 but now is referred to as a Category 5.) It was the largest hurricane to make landfall here and is ranked as the third costliest tropical system to make landfall in the United States behind only Hurricane Katrina in 2005 and Hurricane Harvey in 2017. Over 10 feet of storm surge impacted areas within Lee County, including its barrier islands, Fort Myers Beach, and coastal areas along the Caloosahatchee River. Initial damage assessments show Ian caused more than \$112 billion in damage to residential and commercial structures. It impacted every county beach, all county parks, every traffic signal and generated an estimated 12 million cubic yards of debris, with 6 million of that collected roadside in unincorporated areas. Immediately following the storm, more than 130,000 were in need of housing assistance. The County is working to recover the vast majority of storm-related losses through State and Federal disaster recovery grants and other public assistance programs. The County incurred approximately \$297.3 million in hurricane related expenditures to County government properties, facilities, and assets, along with the approximate costs to repair them. The County utilized reserves to cover the County's cashflow needs for the initial immediate needs. In addition, the County was awarded (i) a 0% loan in the amount of \$25 million from the State of Florida to be used for government operations and (ii) was awarded \$100 million from the State of Florida, a 0% loan as an advancement of reimbursement of project costs expected from FEMA. Any funds received from FEMA will be used to reimburse the State to reduce the balance of the loan. As a result of Hurricane Ian, the Airport System was closed the first few days of Fiscal Year 2023 followed by limited operating hours until normal flight operations resumed on October 11, 2023. In Fiscal Year 2023, enplaned passengers at the Airport decreased 15.3 percent to 4.7 million, due to the impact of Hurricane Ian. Monthly enplaned passenger volumes in Fiscal Year 2023 remained below corresponding monthly passenger volumes in Fiscal Year 2022 until July 2023. Fiscal year-to-date ("FYTD") 2024 (October to May) enplaned passengers increased 24.5 percent to 4.3 million compared to 3.5 million for FYTD 2023, as passenger demand recovered from the impact of Hurricane Ian. Monthly passenger volumes in FYTD 2024 exceed passenger volumes in all corresponding months in FYTD 2023.

### Environmental Issues

Airport System operations involve the storage and use of a number of substances that are regulated under various federal, state and local regulations. In the event such storage and handling of regulated substances causes environmental damage, the costs resulting from such damage and the remediation of such damage may be significant. These regulated substances at the Airport System are predominantly used by Airport System tenants.

The Airport System's Fire Department has used aqueous film-forming foam ("AFFF") known to contain per-and polyfluoroalkyl substances ("PFAS"), in accordance with FAA requirements for fire suppression. AFFF is effective in smothering fuel fires and FAA standards historically contained PFAS in AFFF.

PFAS are a group of more than 3,000 synthetic chemicals that have been in use since the 1940s. PFAS are found in many products such as dental floss, food packaging materials, stain-resistant materials, non-stick products, water repellent textiles, and fire-fighting foams. On May 8, 2023, the FAA published an Aircraft Firefighting Foam Transition Plan to ensure the orderly transition from current PFAS-containing AFFF to replacement fluorine-free foam ("F3") products as they are developed and manufactured. On September 13, 2023, the first FAA-approved F3 became available for purchase. Currently, under federal regulations airports may, but are not required to, transition to using F3 in their aircraft rescue and firefighting vehicles.

The EPA found evidence that continued exposure to certain PFAS above specified levels may lead to adverse health effects. Currently, the key PFAS compounds of concern are perfluorooctanesulfonate ("PFOS") and perfluorooctanoic acid ("PFOA"). The EPA released a statement in November 2016 summarizing available peer-reviewed studies on laboratory animals and epidemiological evidence in human populations as indicating that exposure to PFOA and PFOS over certain levels may result in adverse health effects. In February 2019, the EPA issued a PFAS Action Plan. The PFAS Action Plan outlines EPA's strategy to better understand the health risks associated with PFAS and to develop tools for characterizing PFAS in the environment, cleanup approaches, and enforcement mechanisms.

On September 6, 2022, the EPA published a proposed rule designating PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). On April 19, 2024, the EPA released a pre-publication version of the final rule designating PFOS and PFAS as hazardous substances under CERCLA. The final rule was published in the Federal Register May 8, 2024 and took effect on July 8, 2024. However, the EPA's designation of PFOS and PFAS as hazardous substances under CERCLA is currently being challenged by the U.S. Chamber of Commerce, Associated General Contractors of America and the National Waste and Recycling Association in D.C. Circuit Court.

In April 2024, the EPA announced the first-ever national standards for PFAS in drinking water under the Safe Drinking Water Act. This rule sets health safeguards that require public water systems to monitor and reduce the levels of PFAS in drinking water, and notify the public of any exceedances of those levels. The rule sets drinking water limits for five individual PFAS, including PFOA and PFOS, as well as setting a limit for any combination of four PFAS, including what are known as "GenX Chemicals." While the EPA has now established these standards relating to drinking water, there are currently no regulatory standards relating to surface water.

## **Regulations and Restrictions Affecting the Airport System**

The operations of the Airport System are affected by a variety of contractual, statutory and regulatory restrictions and limitations including, without limitation, the provisions of the Space Rental Agreements and other concession and lease agreements, the federal acts authorizing the imposition, collection and use of PFCs and extensive federal legislation and regulations applicable to all airports in the United States. The Authority also has been required to implement enhanced security measures mandated by the FAA and DHS.

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

## **Capacity of National Air Traffic Control and Airport Systems**

Demands on the national air traffic control system may cause aircraft delays and restrictions, both on the number of aircraft movements in certain air traffic routes and on the number of landings and takeoffs at certain airports. These restrictions may affect airline schedules and passenger traffic nationwide. The FAA is gradually automating and enhancing the computer, radar, and communications equipment of the air traffic control system and assisting in the development of additional airfield capacity through the construction of new runways and the more effective use of existing runways. However, increasing demands on the national air traffic control and airport systems could cause increased delays and restrictions in the future. In addition to any future constraints that may be imposed by the capacity of the national air traffic control and national airport systems, future growth in airline traffic at the Airport System is also dependent on the capacity of the Airport System itself. The airfield, terminal and other facilities included in the Capital Program are intended to ensure that the Airport System capacity will be available to accommodate forecasted passenger demand.

At the onset of the COVID-19 pandemic discussed below, many domestic airlines reduced their number of employees through involuntary furloughs as well as packages to incentivize early retirement. As demand returned, some airlines struggled to hire and train new pilots, flight attendants, mechanics, and other employees to support growth in operations, resulting in supply side constraints. Delayed delivery of new aircraft discussed above has further constrained airlines' ability to restore capacity in line with growth in demand.

## **Coronavirus (COVID-19)**

The outbreak of the highly contagious COVID-19 pandemic in the United States that occurred March 2020 had a negative financial impact on local, state and national economies around the globe, including initially significantly increased unemployment in certain sectors including especially travel, hospitality and restaurants. COVID-19 is a respiratory virus that was first reported in China and thereafter spread around the world, including the United States. This led to quarantine, remote work and other "social distancing" measures throughout the United States which resulted in a period of less travel resulting in declines in certain revenue sources. While many of the effects of COVID-19 were temporary, it altered the behavior of businesses and people in a manner resulting in negative impacts on global and local economies, including supply chain issues and rising inflation. There can be no guarantee that COVID-19

or another outbreak of a highly contagious disease will not have negative financial impacts on the County on the collection of Revenues in the future.

The Authority took steps to mitigate the financial impact caused by the significant decrease in passenger activity at the Airport System from March 2020 to September 2024 due to COVID-19. These actions included allocation of grant funds to offset Current Expenses and debt service costs. In particular:

- Salaries and wages reduced with moneys received from the American Rescue Plan of 2021 ("ARP Act") by \$3.8 million in Fiscal Year 2023.
- Contractual services reduced with moneys from the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA") and ARP Act by \$2.3 million, \$3.5 million, \$4.7 million, \$7.4 million in Fiscal Year 2020, Fiscal Year 2021, Fiscal Year 2022 and Fiscal Year 2023, respectively.
- Principal reduced by early redemption of Airport Revenue Refunding Bonds, Series 2010A paid with moneys received from the CARES Act by approximately \$8.6 million in Fiscal Year 2020, approximately \$8.7 million in Fiscal Year 2021, and approximately \$9.6 million in Fiscal Year 2022.

The Airport System, similar to most other airports across the country, experienced steep declines in passenger volumes as a result of the COVID-19 pandemic. Total passengers decreased by approximately 29.8% between Fiscal Year 2019 and Fiscal Year 2020, increased by approximately 28.5% between Fiscal Year 2021 and Fiscal Year 2020, and increased by approximately 22.8% between Fiscal Year 2022 and Fiscal Year 2021. By Fiscal Year 2023, total passengers-decreased approximately 15.3% over Fiscal Year 2022 due to impacts from Hurricane Ian. Enplaned passengers for Fiscal Year 2024 year-to-date through June are approximately 22.8% over Fiscal Year 2023 year-to-date through June.

#### Demand for Air Travel, Aviation Activity and Related Matters

Air travel demand has historically correlated to the national economy, generally, and consumer income. The long-term implications of recent economic, public health and political conditions are unclear. A lack of sustainable economic growth or unexpected events could negatively affect, among other things, financial markets, commercial activity and consumer spending.

An economic slowdown throughout the world and in the United States and the State influences the demand for passenger and cargo services to the Airport System. Consequently, economic assumptions that underlie projections of enplaned passengers in this Official Statement and the Report are based on a review of global, national, State and regional economic projections, as well as analysis of historical socioeconomic trends and airline traffic trends. See "APPENDIX C – Report of the Airport Consultant" attached hereto.

The current United States gross domestic product is volatile and unpredictable, with increased unemployment rates. Further, trade tensions and slowing global economic growth are reflected in a drop in business confidence and decelerating business investment. Decreases in face-to-face meetings and conferences with suppliers, customers and partners of many major employers is also having a negative effect on demand for airline business travel.

The level of aviation activity and enplaned passenger traffic at the Airport System depends upon and is subject to a number of factors including those discussed above and other economic and political conditions; international hostilities; world health concerns; aviation security concerns including criminal and terrorist incidents; federal government mandated security measures that may result in additional taxes and fees, longer passenger processing and wait times and other inconveniences; accidents involving commercial passenger aircraft; airline service and routes; airline fares and competition; airline industry economics, including labor relations, fuel prices, aging aircraft fleets and other factors discussed herein; capacity of and changes to (including any privatization of) the national air traffic control and airport systems; competition from other airports; reliability of air service; business travel substitutes, including teleconferencing, videoconferencing and web-casting; consumer price sensitivity; environmental consciousness; changes in law and the application thereof and the capacity, availability and convenience of service, among others. An outbreak of a disease or similar public health threat that affects travel demand or travel behavior, or travel restrictions or reduction in the demand for air travel caused by an outbreak of a disease or similar public health threat in the future, could have a material adverse impact on the airline industry and result in substantial reductions in and/or cancellations of, bookings and flights, such as is being experienced as a consequence of the COVID-19 pandemic.

#### **Airport's Largest Carriers, Airline Industry Consolidation and Growth of Ultra Low-Cost Carriers**

The Airport System derives a substantial portion of its operating revenues from the airlines serving the Airport System. For Fiscal Years 2023 and 2022, Delta Airlines accounted for approximately 21.6% and 20.9%, respectively, of the total enplaned passengers at the Airport System, Southwest Airlines accounted for 18.3% and 18.0%, respectively, and American Airlines accounted for approximately 15.1% and 14.4%, respectively, respectively. The top two airlines in Fiscal Year 2023 (Delta and Southwest) accounted for 39.9% of total enplaned passengers. The remaining share of enplaned passengers accounted for 31.7% were carried among the other 6 signatory airlines that account for the majority of the Revenues in Fiscal Year 2023. For Fiscal Years 2023 and 2022, Delta Airlines accounted for approximately 12.6% and 4.6%, respectively, of the total Revenues at the Airport System, Southwest Airlines accounted for 5.6% and 4.6%, respectively. The top two airlines in Fiscal Year 2023 (Delta and Southwest) accounted for 9.7% of total Revenues. The remaining share among the other 6 signatory airlines accounted for 14.7% of total Revenues in Fiscal Year 2023. If any of these airlines, or other airlines serving the Airport System, were to reduce or cease service at the Airport System, such flights would not necessarily be replaced by other airlines. While historically when airlines have reduced or ceased operations at the Airport System other airlines have absorbed the traffic with no significant adverse impact on Airport revenues, it is possible that were Southwest Airlines, American or Delta or another airline to cease or significantly cut back operations at the Airport System, then Revenues, PFC collections and costs for other airlines serving the Airport System could be adversely affected.

In response to competitive pressures, the U.S. airline industry has continued to consolidate. Delta and Northwest merged in 2008; United and Continental merged in 2010; Southwest Airlines acquired AirTran Airways in 2011; and US Airways and American Airlines merged in 2013. Alaska Air Group acquired Virgin Airlines in December 2016 and received a single operating certificate in January 2018. In July 2022, Spirit Airlines and JetBlue Airways announced their intention to merge. The merger was approved by Spirit Airlines shareholders in October 2022, however on March 14, 2023, the U.S. Department of Justice filed a lawsuit to block the proposed merger. On January 16, 2024, the court issued a ruling disapproving the merger under the principals of antitrust law. On March 4, 2024, JetBlue announced that the merger agreement between the two airlines had been terminated. While prior mergers have had little impact on the combined airlines market share at the Airport System, future mergers or alliances among

airlines operating at the Airport System may result in fewer flights or decreases in gate utilization by one or more airlines. Such decreases could result in reduced Revenues and PFC collections, and increased costs for the other airlines serving the Airport System.

### **Publicly Available Information Concerning the Airlines**

Most of the domestic airlines serving the Airport System, or their respective parent corporations, are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "SEC"). Likewise, foreign airlines serving the Airport System that have American Depositary Receipts registered on a U.S. national exchange are subject to the same reporting requirements. Certain information, including financial information, as of particular dates concerning each of these reporting airlines (or their respective parent corporations) is disclosed in reports and statements filed with the SEC. Such reports and statements can be inspected and copied at the public reference facilities maintained by the SEC and on its website. In addition, the airlines also are required to file periodic reports of financial and operating statistics with the United States Department of Transportation (the "USDOT"). Such reports can be inspected at the following location: Office of Aviation Information Management, Data Requirements and Public Reports Division, Research and Special Programs Administration, Department of Transportation, 400 Seventh Street, S.W., Washington, D.C. 20590, and copies of such reports can be obtained from the USDOT at prescribed rates. The Authority does not undertake any responsibility for or make any representation as to the accuracy or completeness of: (i) any reports and statements filed with the SEC or USDOT or (ii) any material contained on the SEC's website, as described above.

### **Assumptions in the Report of the Airport Consultant; Actual Results May Differ from Projections and Assumptions**

The Report of the Airport Consultant included in APPENDIX C incorporates numerous assumptions and states that the projections in the Report of the Airport Consultant are subject to uncertainties. See "REPORT OF THE AIRPORT CONSULTANT" above and APPENDIX C 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 projections made therein. No assurances can be given that the projections discussed in the Report of the Airport Consultant will be achieved or that the assumptions upon which the projections are based will be realized. Inevitably, some assumptions used to develop the projections will not be realized and unanticipated events and circumstances will occur. Therefore, actual results achieved during the Projection Period may vary from those set forth in APPENDIX C and the variations may be material and adverse. Additionally, the debt service projections 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 statements relating to future results that are "forward-looking statements." When used in this Official Statement, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect," and similar expressions identify forward-looking statements. Such

statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements.

Any financial projections set forth in this Official Statement were not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to the prospective financial information. The Authority's independent auditors have not compiled, examined, or performed any procedures with respect to the prospective financial information contained in this Official Statement, nor have they expressed any opinion or any other form of assurance on such information or its achievability. The Authority's independent auditors have not been consulted in connection with the preparation of any financial projections contained in this Official Statement and the Authority's independent auditors assume no responsibility for its content.

### **Uncertainties of Projections, Forecasts and Assumptions**

The Consultant Report contains certain assumptions, forecasts and projections. See APPENDIX C – "REPORT OF THE AIRPORT CONSULTANT." Projected compliance with certain of the covenants contained in the Bond Resolution is also based upon assumptions and projections. Projections and assumptions are inherently subject to significant uncertainties. Inevitably, some assumptions will not be realized and unanticipated events and circumstances may occur and actual results are likely to differ, perhaps materially, from those projected. Accordingly, the projections contained in the Consultant Report are not necessarily indicative of future performance, and neither the Authority nor the Airport Consultant assumes any responsibility for the accuracy of such projections.

The projections are based, in part, on historic data from sources considered by the Airport Consultant to be reliable, but the accuracy of this data has not been independently verified. The projections are based on assumptions made by the Airport Consultant concerning future events and circumstances which the Airport Consultant believes are significant to the projections but which cannot be assured. Therefore, the actual results achieved may vary from the projections, and such variations could be material.

### **LITIGATION AND OTHER CONTINGENCIES**

There is no litigation of any nature now pending or, to the knowledge of the County or the Authority, threatened, against the County or the Authority which in any way questions or affects the validity of the Series 2024 Bonds, or any proceedings or transactions on the part of the County relating to their issuance, sale or delivery. Although the County and the Authority experience claims, litigation and various legal proceedings from time to time, there are no judicial, administrative or regulatory proceedings pending or, to the knowledge of the County or the Authority, threatened, against the County or the Authority which may significantly affect the County's or the Authority's ability to perform their obligations to the holders of the Series 2024 Bonds or which would have a material adverse effect upon the Pledged Funds or the financial condition or operations of the Airport System or, except as described below, the financial condition or operations of the County or the Authority.

Certain Underwriters at Lloyd's of London, et al. v. Lee County Port Authority, et al., Case No. 22-CA- 2114. This litigation stems from a fire at the Airport in April of 2020 which damaged several thousand rental vehicles. Plaintiffs allege that the Authority's negligence contributed to the damage to the insured vehicles. Although the County denies any liability, pursuant to Florida Statutes, Section 768.28(a), the Authority has sovereign immunity limits of \$300,000.00 per occurrence, inclusive of attorney fees and costs, which means liability of limited absent a claims bill of the Florida Legislature. The County and the

Authority are vigorously defending this lawsuit. The County and the Authority would vigorously oppose such a claims bill. In any event, neither the County nor the Authority expects litigation to have a material adverse effect on the ability to pay debt service on the Series 2024 Bonds.

In addition to that described above, the County and the Authority are party to various other legal proceedings which individually are not expected to have a material adverse effect on the operations or financial condition of the County or the Authority, but may, in the aggregate, have a material impact thereon. In any event, the County or the Authority does not expect these various other legal proceedings to materially impact its ability to pay debt service on the Series 2024 Bonds.

## **TAX MATTERS**

### **General**

The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Series 2024 Bonds, including investment restrictions, a requirement of periodic payments of arbitrage profits to the Treasury of the United States of America, requirements regarding the timely and proper use of bond proceeds and the facilities financed therewith, and certain other matters. The County has covenanted to comply with all requirements of the Code that must be satisfied in order for the interest on the Series 2024 Bonds to be excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause interest on the Series 2024 Bonds to be included in gross income retroactive to the date of issuance of the Series 2024 Bonds. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Subject to the condition that the County will comply with the pertinent requirements of the Code, in the opinion of Bond Counsel, under present law, (a) interest on the Series 2024 Bonds is excluded from the gross income of the holders thereof for federal income tax purposes, except that such exclusion shall not apply during any period while a Series 2024 Bond is held by a "substantial user" of the facilities financed or refinanced by the Series 2024 Bonds or a "related person" within the meaning of Section 147(a) of the Code, and (b) interest on the Series 2024 Bonds is an item of tax preference for purposes of the federal alternative minimum tax and, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on corporations.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the County in the Bond Resolution, other finance documents, certificates of appropriate officers of the County and certificates of public officials (including certifications as to the use of Series 2024 Bond proceeds and of the property refinanced thereby), without undertaking to verify the same by independent investigation.

The Code contains numerous provisions which could affect the economic value of the Series 2024 Bonds to certain Series 2024 Bondholders. Prospective Series 2024 Bondholders, however, should consult their own tax advisors with respect to the impact of such provisions on their own tax situations.

### **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Series 2024 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2024 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2024 Bonds to the Treasury of

the United States of America. Noncompliance with such provisions may result in interest on the Series 2024 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

### **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2024 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2024 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2024 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2024 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

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

### **Other Tax Matters**

Interest on the Series 2024 Bonds may be subject to state or local income taxation under applicable state or local laws in some jurisdictions. Purchasers of the Series 2024 Bonds should consult their own tax advisors as to the income tax status of interest on the Series 2024 Bonds in their particular state or local jurisdiction.

The Inflation Reduction Act, H.R. 5376 (the IRA), has been passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income", as defined in the IRA, of certain corporations. Interest on the Series 2024 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2024 Bonds.

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 alterations 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 additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2024 Bonds.

## **Original Issue Discount**

Certain of the Series 2024 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over 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 the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he holds such Discount Bonds and will increase its adjusted basis in such Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

## **Original Issue Premium**

Certain of the Series 2024 Bonds (the "Premium Bonds") may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess 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 the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said 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 to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **CERTAIN LEGAL MATTERS**

Certain legal matters in connection with the issuance of the Series 2024 Bonds are subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, whose approving opinion (a form of which is attached hereto as "APPENDIX F – PROPOSED FORM OF BOND COUNSEL OPINION") will be available at the time of delivery of the Series 2024 Bonds. 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 of it by recirculation of this Official

Statement or otherwise shall create no implication that subsequent to the date of the opinion Bond Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain legal matters will be passed upon by Richard Wm. Wesch, Esq., County Attorney, and by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel to the County. Certain legal matters will be passed on for the Underwriters by GrayRobinson, P.A., Tampa, Counsel to the Underwriters.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Series 2024 Bonds; provided, however, that Bond Counsel will render an opinion to the Underwriters of the Series 2024 Bonds (upon which opinion only the Underwriters may rely) relating to the fairness of the presentation of certain statements contained herein under the heading "TAX MATTERS" and certain statements which summarize provisions of the Bond Resolution, the Series 2024 Bonds and federal tax law, and (2) the compliance with any federal or state law with regard to the sale or distribution of the Series 2024 Bonds.

The legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein as of the date of such opinions. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## UNDERWRITING

BofA Securities, Inc., on behalf of itself, J.P. Morgan Securities LLC and Raymond James & Associates, Inc. (collectively, the "Underwriters") have agreed, subject to certain conditions set forth in a Bond Purchase Agreement with the County, to purchase the Series 2024 Bonds from the County, at a price of \$\_\_\_\_\_ (\$\_\_\_\_\_ par amount, plus original issue premium of \$\_\_\_\_\_ and less an Underwriter's discount of \$\_\_\_\_\_). The Underwriter has committed to purchase all of the Series 2024 Bonds, if any are purchased. The Underwriter's obligation to make such purchase is subject to certain conditions precedent set forth in the Bond Purchase Agreement. BofA Securities, Inc., an Underwriter of the Series 2024 Bonds, and Bank of America, N.A., which is the holder of the Series 2020 Note, are both wholly-owned, indirect subsidiaries of Bank of America Corporation.

The Series 2024 Bonds may be offered and sold to certain dealers and others at yields higher than the yields stated on the inside cover of this Official Statement, and such public offering yields may be changed from time to time, after the initial offering to the public, by the Underwriter.

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 County 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 County.

BofA Securities, Inc., one of the Underwriters 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, Inc. 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, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2024 Bonds.

BofA Securities, Inc., an Underwriter of the Series 2024 Bonds, and Bank of America, N.A., which is the holder of the Series 2020 Note, are both wholly-owned, indirect subsidiaries of Bank of America Corporation.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series 2024 Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase 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.

A familial relationship exists between a professional of BofA Securities, Inc. and a professional of Bryant Miller Olive P.A. and both firms are participants in this transaction. Such Bryant Miller Olive P.A. professional did not directly or indirectly participate in the underwriting selection process conducted by the County.

## CONTINUING DISCLOSURE

The County has covenanted for the benefit of the Series 2024 Bondholders to provide certain financial information and operating data relating to the County and the Series 2024 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The County 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 County 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 THE CONTINUING DISCLOSURE CERTIFICATE" attached hereto. The Continuing Disclosure Certificate shall be executed by the County 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 County is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the aforementioned Rule.

The County has entered into a contract with Digital Assurance Certification, LLC to provide continuing disclosure dissemination agent services for all of its outstanding bond issues. Further, in order to demonstrate its continued commitment to continuing disclosure best practices, the County has included disclosure regarding the following instance of late filing in this Official Statement in the interest of being transparent. The County inadvertently failed to file a notice of material event with the Repository relating to the adoption of the PFC Resolution and the pledge of the Available Revenues. The County cured such filing on June 3, 2021. In 2024, the County received \$100,000,000 advance funding from the Florida Division of Emergency Management for Hurricane Ian and Nicole Repair and Recovery pursuant to an agreement which was characterized as a 0% loan. The County inadvertently failed to timely file as a material financial obligation. The County cured such filing on March 28, 2024.

#### **FINANCIAL ADVISOR**

The Authority has engaged PFM Financial Advisors LLC as Financial Advisor (the "Financial Advisor") in connection with the authorization, issuance and sale of the Series 2024 Bonds. Under the terms of its engagement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility of the accuracy, completeness or fairness of the information contained in this Official Statement.

#### **FINANCIAL STATEMENTS**

Florida law requires that an annual audit of all County accounts and records be completed within one year following the end of each Fiscal Year, by an independent certified public accountant retained by the County and paid from its public funds. The component unit financial statements of the Authority for Fiscal Years 2023 and 2022, appearing in Appendix B herein have been audited by independent certified public accountants, as stated in a report which appears in Appendix B herein. Such financial statements, including the auditor's report, have been included in this Official Statement as public documents and consent from the County's auditor was not requested. The auditor has not performed any services relating to, and is therefore not associated with, the issuance of the Series 2024 Bonds.

The Series 2024 Bonds are payable solely from the Pledged Funds to the extent and in the manner set forth in the Bond Resolution and the Series 2024 Bonds are not otherwise secured by, or payable from, the general revenues of the County. The financial statements included in Appendix B attached hereto is presented for general information purposes only.

#### **RATINGS**

Fitch Ratings, Inc. ("Fitch"), Moody's Investors Service ("Moody's") and Kroll Bond Rating Agency, Inc. ("KBRA"), have assigned the Series 2024 Bonds underlying ratings of " \_\_ (stable outlook), " \_\_ " (stable outlook) and " \_\_ " (stable outlook), respectively] Such rating agencies may have obtained and considered information and material which have not been included has not been included in this Official Statement. Generally, the rating agencies base their ratings on information and material so furnished and on investigations, studies and assumptions made by them. The ratings reflect only the views of the rating agency and an explanation of the significance of such rating may be obtained from them. No assurance can be given that the rating will be maintained for any given period of time or that the rating may not be revised downward or withdrawn entirely by the rating agencies, if, in their judgment, circumstances warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the market price of the Series 2024 Bonds. The Underwriters, the County and the Authority have undertaken

no responsibility after issuance of the Series 2024 Bonds to assure the maintenance of the rating or to oppose any such revision or withdrawal. Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004 and Kroll Bond Rating Agency, Inc., 805 Third Avenue, 29<sup>th</sup> Floor, New York, New York 10022.

### **CONTINGENT FEES**

The County has retained Bond Counsel, Disclosure Counsel, the Financial Advisor, the Underwriters (who in turn retained Underwriters' Counsel), the Paying Agent and the Escrow Agent 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**

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the County except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the County, and certain additional financial information, unless the County believes in good faith that such information would not be considered material by a reasonable investor. The County is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

The County has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The County does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2024 Bonds because the County would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the County would have been pledged or used to pay such securities or the interest thereon.

### **MISCELLANEOUS**

The summaries or descriptions in this Official Statement of provisions of various documents and all references to other materials not purporting to be quoted in full are only brief outlines of such provisions and do not constitute complete statements of such documents. Reference is made to the complete documents relating to such matters for further information. Copies of documents may be obtained from the Lee County Port Authority, Southwest Florida International Airport, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899.

### **AUTHORIZATION**

The execution and delivery of this Official Statement has been duly authorized by the Board. At the time of delivery of the Series 2024 Bonds, the Chairman of the Board, the Executive Director of the Authority, and the Deputy Executive Director, Administration will furnish a certificate will furnish a certificate to the effect that nothing has come to their attention which would lead no knowledge or reason to believe that this Official Statement, (other than information herein related to related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS," as to

which no opinion shall be expressed), as of its date and as of the date of delivery of the Series 2024 Bonds, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they are made, not misleading;

LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman of the Board of County  
Commissioners, Lee County, Florida

By: \_\_\_\_\_  
Executive Director, Administration  
Lee County Port Authority

By: \_\_\_\_\_  
Deputy Executive Director, Administration,  
Lee County Port Authority

**APPENDIX A**

**GENERAL INFORMATION REGARDING LEE COUNTY, FLORIDA**

**APPENDIX B**

**AUDITED FINANCIAL STATEMENT OF THE AUTHORITY FOR FISCAL YEAR  
ENDED SEPTEMBER 30, 2023**

Set forth in this Appendix B are the audited component unit financial statements of the Authority. These financial statements are included in this Official Statement as a public document.

**APPENDIX C**

**REPORT OF THE AIRPORT CONSULTANT**

**APPENDIX D-1**

**COPY OF THE BOND RESOLUTION**

**APPENDIX D-2**

**AMENDMENTS TO THE BOND RESOLUTION**

**APPENDIX E**

**FORM OF**  
**USE AGREEMENTS**

**APPENDIX F**

**PROPOSED FORM OF BOND COUNSEL OPINION**

**APPENDIX G**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**EXHIBIT F**

**ASSURED GUARANTY INSURANCE PROVISIONS**

## RESOLUTION REQUIREMENTS

The Resolution shall incorporate the following requirements either in one section or article entitled “Provisions Relating to Bond Insurance” (or the like), **the provisions of which section or article shall be stated in the Resolution to govern, notwithstanding anything to the contrary set forth in the Resolution**, or individually in the appropriate sections (Bond Counsel to make conforming changes to “Series 2024 Bonds” and “Insured Series 2024 Bonds” to reflect any series designation, as appropriate, and any other definitional conforming changes, as necessary):

(a) The Resolution shall include the following defined terms:

“Insured Series 2024 Bonds” means the Series 2024 Bonds maturing on \_\_\_\_\_ in the years \_\_\_\_ through \_\_\_\_\_.

“Insurer” means Assured Guaranty Inc., a Maryland corporation, or any successor thereto or assignee thereof. The Insurer shall be deemed to be a Credit Facility Issuer for purposes of the Resolution. The Insurer shall be deemed to be a Credit Facility Issuer for purposes of the Resolution.

“Series 2024 Bond Insurance Policy” means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Series 2024 Bonds when due. The Series 2024 Bond Insurance Policy shall be deemed to be a Credit Facility for purposes of the Resolution.

“Series 2024 Reserve Policy” means the debt service reserve insurance policy issued by the Insurer and deposited in the Reserve Account.

(b) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Account. Notwithstanding anything to the contrary set forth in the Resolution, amounts on deposit in the Reserve Account shall be applied solely to the payment of debt service due on the Series 2024 Bonds and any Additional Bonds secured by the Reserve Account.

(c) The Insurer shall be deemed to be the sole Owner of the Insured Series 2024 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Insured Series 2024 Bonds are entitled to take pursuant to the Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Resolution and each Insured Series 2024 Bond, each Owner of the Insured Series 2024 Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Insured Series 2024 Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the County under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Insured Series 2024 Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Insured Series 2024 Bonds in the

conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Paying Agent acknowledges such appointment, delegation and assignment by each Owner of the Insured Series 2024 Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus.

- (d) The maturity of Insured Series 2024 Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Insured Series 2024 Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the County) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Series 2024 Bond Insurance Policy with respect to such Insured Series 2024 Bonds shall be fully discharged.
- (e) No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults.
- (f) The Insurer is a third-party beneficiary of the Resolution.
- (g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Insured Series 2024 Bonds to be redeemed shall be subject to the approval of the Insurer. The exercise of any provision of the Resolution which permits the purchase of Insured Series 2024 Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Insured Series 2024 Bond so purchased is not cancelled upon purchase.
- (h) Any amendment, supplement, modification to, or waiver of, the Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Owners or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.
- (i) Unless the Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2024 Bonds.
- (j) The rights granted to the Insurer under the Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Series 2024 Bond Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners or any other person is required in addition to the consent of the Insurer.

- (k) Only (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated in the then highest rating category by S&P and Moody’s for such obligations, or (5) subject to the prior written consent of the Insurer, any other type of security or obligation which S&P and Moody’s have determined to be permitted defeasance securities, shall be used to effect defeasance of the Insured Series 2024 Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Insured Series 2024 Bonds, the County shall cause to be delivered to the Insurer (i) other than with respect to a current refunding that is gross funded, a report of either a nationally-recognized verification agent or a firm of independent, nationally-recognized certified public accountants as shall be acceptable to the Insurer verifying the sufficiency of the escrow established to pay the Insured Series 2024 Bonds in full on the maturity or redemption date (“Verification”), (ii) an escrow deposit agreement or other irrevocable written instructions (which shall be acceptable in form and substance to the Insurer), (iii) an opinion of nationally-recognized bond counsel to the effect that the Insured Series 2024 Bonds are no longer “Outstanding” under the Resolution and (iv) a certificate of discharge of the Paying Agent with respect to the Insured Series 2024 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the County, the Paying Agent and the Insurer. The Insurer shall be provided with final drafts of the above-referenced documentation not less than five (5) Business Days prior to the funding of the escrow.

Insured Series 2024 Bonds shall be deemed “Outstanding” under the Resolution unless and until they are in fact paid and retired or the above criteria are met.

- (l) Amounts paid by the Insurer under the Series 2024 Bond Insurance Policy shall not be deemed paid for purposes of the Resolution and the Insured Series 2024 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the County in accordance with the Resolution. The Resolution shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for.
- (m) The County covenants and agrees to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Pledged Funds under applicable law.
- (n) Claims Upon the Series 2024 Bond Insurance Policy and Payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“Payment Date”) there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Resolution, moneys sufficient to pay the principal of and interest on the Insured Series 2024 Bonds due on such Payment Date, the Paying Agent shall give notice to the Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone of the amount of such deficiency by 12:00 noon, New York City

time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Series 2024 Bonds due on such Payment Date, the Paying Agent shall make a claim under the Series 2024 Bond Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Series 2024 Bonds and the amount required to pay principal of the Insured Series 2024 Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2024 Bond Insurance Policy.

The Paying Agent shall designate any portion of payment of principal on Insured Series 2024 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Series 2024 Bonds registered to the then current Owner of the Insured Series 2024 Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Series 2024 Bond to the Insurer, registered in the name of Assured Guaranty Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Insured Series 2024 Bond shall have no effect on the amount of principal or interest payable by the County on any Insured Series 2024 Bond or the subrogation rights of the Insurer.

The Paying Agent shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Insured Series 2024 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

Upon payment of a claim under the Series 2024 Bond Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of Owners of the Insured Series 2024 Bonds referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Series 2024 Bond Insurance Policy in trust on behalf of Owners of the Insured Series 2024 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to Owners of the Insured Series 2024 Bonds in the same manner as principal and interest payments are to be made with respect to the Insured Series 2024 Bonds under the sections of the Resolution regarding payment of Insured Series 2024 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Resolution to the contrary, the County agrees to pay, to the Insurer, solely from the Pledged Funds (i) a sum equal to the total of all amounts paid by the Insurer under the Series 2024 Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the

per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Insured Series 2024 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The County hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Funds and payable from such Pledged Funds on a parity with debt service due on the Insured Series 2024 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. The Paying Agent shall notify the Insurer of any funds remaining in the Policy Payments Account after the Paying Agent has made the payments for which a claim was made to the Owners of the Insured Series 2024 Bonds and shall, at the written direction of the Insurer, promptly remit such funds remaining to the Insurer.

- (o) The Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Series 2024 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2024 Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the County to the Insurer under the Related Documents shall survive discharge or termination of such Related Documents.
- (p) The County shall pay or reimburse, the Insurer, solely from the Pledged Funds, any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Resolution or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Resolution or any other Related Document whether or not executed or completed, or (iv) any litigation, proceeding (including any Insolvency Proceeding) or other dispute in connection with the Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Series 2024 Bond Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Resolution or any other Related Document. Amounts payable by the County hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full. The obligation to reimburse the Insurer shall survive discharge or termination of the Related Documents.
- (q) After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the County or rebate only after the payment of past due and current debt service on the Series 2024 Bonds and amounts required to restore the Reserve Account to the Reserve Requirement.

- (r) The Insurer shall be entitled to pay principal or interest on the Insured Series 2024 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Series 2024 Bond Insurance Policy) and any amounts due on the Insured Series 2024 Bonds as a result of acceleration of the maturity thereof, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Series 2024 Bond Insurance Policy) or a claim upon the Series 2024 Bond Insurance Policy.
- (s) Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing):

Assured Guaranty Inc.  
1633 Broadway  
New York, NY 10019  
Attention: Managing Director – Municipal Surveillance  
Re: Policy No. \_\_\_\_\_-N and Policy No. \_\_\_\_\_-R  
Telephone: (212) 974-0100  
Email: [munidisclosure@agltd.com](mailto:munidisclosure@agltd.com)

In each case in which the notice or other communication refers to a claim on the Series 2024 Bond Insurance Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at [generalcounsel@agltd.com](mailto:generalcounsel@agltd.com).

- (t) The Insurer shall be provided with the following information by the County or the Paying Agent, as the case may be:
1. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, annual audited financial statements within the filing deadline specified in the County's Continuing Disclosure Certificate with respect to the Series 2024 Bonds (together with a certification of the County that it is not aware of any default or Event of Default under the Resolution), and, upon request, the County's annual budget within thirty (30) days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;
  2. Notice of any draw upon the Reserve Account within two (2) Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2024 Bonds and any Additional Bonds secured by the Reserve Account;
  3. Notice of any default or Event of Default under the Resolution known to the Paying Agent or the County within five (5) Business Days after knowledge thereof;
  4. Prior notice of the advance refunding or redemption of any of the Insured Series 2024 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

5. Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
  6. Notice of the commencement of any Insolvency Proceeding (as defined in subsection (c) above);
  7. Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Insured Series 2024 Bonds;
  8. A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;
  9. All reports, notices and correspondence to be delivered to Owners under the terms of the Related Documents; and
  10. To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, all information required to be furnished pursuant to a continuing disclosure agreement, covenant or undertaking with respect to the Series 2024 Bonds.
- (u) The Insurer shall have the right to receive such additional information as it may reasonably request.
- (v) The County will permit the Insurer to discuss the affairs, finances and accounts of the County or any information the Insurer may reasonably request regarding the security for the Series 2024 Bonds with appropriate officers of the County and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the County on any Business Day upon reasonable prior notice.
- (w) The County shall notify the Insurer of any known failure of the County to provide notices, certificates and other information under the Related Documents that are required to be delivered to the Owners of the Series 2024 Bonds.
- (x) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Account is fully-funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Insurer.
- (y) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Resolution would adversely affect the security for the Series 2024 Bonds or the rights of the Owners, the effect of any such amendment, consent, waiver, action or inaction shall be considered as if there were no Series 2024 Bond Insurance Policy.
- (z) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Series 2024 Bonds may be impaired or

prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

**EXHIBIT G**

**ASSURED GUARANTY RESERVE ACCOUNT AGREEMENT**

## RESOLUTION REQUIREMENTS (RESERVE INSURER PROVISIONS)

The Resolution shall incorporate the following requirements either in one section or article entitled "Provisions Relating to Series 2024 Reserve Policy" (or the like), **the provisions of which section or article shall be stated in the Resolution to govern, notwithstanding anything to the contrary set forth in the Resolution**, or individually in the appropriate sections (Bond Counsel to make conforming changes to "Bonds" to reflect any series designation and any other definitional conforming changes, as necessary):

(a) The County shall repay any draws under the Series 2024 Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then-applicable highest rate of interest on the Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the County had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Series 2024 Reserve Policy will be increased by a like amount, subject to the terms of the Series 2024 Reserve Policy. The obligation to pay Policy Costs, shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2024 Bonds (subject only to the priority of payment provisions set forth under the Resolution).

All cash and investments in the Reserve Account shall be transferred to the Interest Account, Principal Account and Redemption Account for payment of debt service on Series 2024 Bonds before any drawing may be made on the Series 2024 Reserve Policy or any other Credit Facility credited to the Reserve Account in lieu of cash. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Series 2024 Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. Repayment of all Policy Costs and the replenishment of the Reserve Account shall be made on a pari passu basis with payments and replenishments required to be made under the Resolution with respect to reserve accounts, if any, securing any outstanding Additional Parity Bonds. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the County shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Resolution other than remedies which would adversely affect owners of the Series 2024 Bonds.

(c) The Resolution shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The County's obligation to pay such amounts shall expressly survive payment in full of the Series 2024 Bonds.

(d) The County shall include any Policy Costs then due and owing the Insurer in the calculation of the Additional Parity Bonds (Section 5.12 of the Resolution) and the calculation of Rates and Charges (Section 5.04 of the Resolution).

(e) The Paying Agent shall ascertain the necessity for a claim upon the Series 2024 Reserve Policy in accordance with the provisions of subparagraph (a) hereof and provide notice to the Insurer in accordance with the terms of the Series 2024 Reserve Policy at least five Business Days prior to each date upon which interest or principal is due on the Series 2024 Bonds. Where deposits are required to be made by the County with the Paying Agent to the debt service fund for the Series 2024 Bonds more often than semi-annually, the Paying Agent shall give notice to the Insurer of any failure of the County to make timely payment in full of such deposits within two Business Days of the date due.

## INSURANCE AGREEMENT

This INSURANCE AGREEMENT dated \_\_\_\_\_, 2024 (the “Agreement”), by and between Board of County Commissioners of Lee County, Florida (the “Issuer”) and Assured Guaranty Inc, a Maryland corporation (“AG”).

WITNESSETH:

WHEREAS, the Issuer has determined to issue its Airport Revenue Bonds, Series 2024 (the “2024 Bonds”); and

WHEREAS, the 2024 Bonds are being issued pursuant to a resolution of the Issuer adopted by the Board of Directors of Issuer (the “Board”) on \_\_\_\_\_, as amended and supplemented, particularly as supplemented by Resolution 2024-\_\_\_ (the “Series Resolution”), adopted by the Board on \_\_\_\_\_, 2024 (collectively, the “Bond Resolution”); and

WHEREAS, pursuant to the Bond Resolution, the Issuer established the Reserve Account in the Sinking Fund, which is required to be funded in an amount equal to the Reserve Fund Requirement for all Outstanding Bonds, except to the extent a Series of Bonds is secured by a subaccount in the Reserve Fund that is pledged solely to such Series of Bonds; and

WHEREAS, as permitted by the Bond Resolution, the Issuer has determined to satisfy the incremental increase in the Reserve Account Requirement attributable to the 2024 Bonds through the deposit of a Reserve Account Insurance Policy to be issued by AG; and

WHEREAS, the Issuer and AG have executed a commitment dated \_\_\_\_\_, 2024 (the “Commitment”) pursuant to which AG has agreed to issue its Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) to be deposited in the Reserve Account in satisfaction of the incremental increase in the Reserve Account Requirement attributable to the 2024 Bonds, subject to the terms and conditions of the Commitment; and

WHEREAS, the parties to this Agreement now desire to set forth certain requirements of the Commitment and other requirements of AG that are not otherwise contained in the Bond Resolution consistent with the authority provided by Section \_\_\_ of the Series Resolution.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, including, without limitation, the Issuer’s payment to AG of the insurance premium for the Reserve Policy, the receipt and sufficiency of which are acknowledged, the parties mutually agree as follows:

1. Defined Terms. All capitalized terms used herein and not otherwise defined in this Agreement (including the Recitals hereto) shall have the meanings ascribed to them in the Bond Resolution. The following terms shall have the meanings specified below:

A. “AG” means Assured Guaranty Inc., or any successor thereto or assignee thereof, as issuer of the Reserve Policy.

B. “Bonds” means, for purposes of this Agreement, the 2024 Bonds secured by the Reserve Account.

C. “Reserve Policy” means Municipal Bond Debt Service Reserve Insurance Policy No. \_\_\_\_\_-R issued by AG and deposited in the Reserve Account in satisfaction of the Reserve Account Requirement for the Bonds as of the date of its issuance. The Reserve Policy shall constitute a Credit Instrument for all purposes of the Bond Resolution.

2. Provisions Applicable to the Reserve Account and the Reserve Policy. Unless otherwise provided in the Reserve Policy, the following provisions shall govern claims made upon and payments made under the Reserve Policy, notwithstanding anything to the contrary in the Bond Resolution:

A. The Issuer shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of Section 2.D hereof and shall provide notice to AG in accordance with the terms of the Reserve Policy at least [five] Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Issuer to the Interest Account, the Principal Account and the Term Bonds Redemption Account more often than semi-annually, the Issuer shall give notice to AG of any failure of the Issuer to make timely payment in full of such deposits within two Business Days of the date due. Amounts drawn under the Reserve Policy shall be used solely to pay scheduled payments of principal and interest on the Bonds when due.

B. Upon any payment by AG under the Reserve Policy, AG shall furnish to the Issuer written instructions as to the manner in which payment of amounts owed to AG as a result of such payment under the Reserve Policy shall be made.

C. The Issuer shall pay AG, solely from the Pledged Funds, the principal amount of any draws under the Reserve Policy and pay all related reasonable expenses incurred by AG and shall pay interest thereon from the date of payment by AG at the Late Payment Rate (collectively, “Policy Costs”). “Late Payment Rate” means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such national bank as AG shall designate. If the interest provisions of this Section 2.C shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any

party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by AG, with the same force and effect as if the Issuer had specifically designated such extra sums to be so applied and AG had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

D. All cash and investments in the Reserve Account, if any, shall be transferred to the Interest Account, the Principal Account and the Redemption Account, as applicable, for payment of debt service on the Bonds before any drawing may be made on the Reserve Policy or on any alternative credit instrument on deposit in the Reserve Account. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all alternative credit instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to available coverage under each such alternative credit instrument) after applying all available cash and investments in the Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to alternative credit instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Account. Repayment of all Policy Costs and the replenishment of the Reserve Account shall be made on a *pari passu* basis with payments and replenishments required to be made under the Bond Resolution with respect to any subaccounts established in the Reserve Account separately securing any Series of Bonds. For the avoidance of doubt, “available coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

E. Repayment of Policy Costs shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw. Amounts in respect of Policy Costs paid to AG shall be credited first to interest due, then to the expenses due and then to principal due.

F. As and to the extent that payments are made to AG on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

G. The Bond Resolution shall not be discharged until all Policy Costs owing to AG shall have been paid in full. The Issuer’s obligation to pay such amounts shall expressly survive payment in full of the Bonds.

H. To secure the Issuer's payment obligations to AG under this Agreement, the Issuer hereby pledges and places a lien on the Pledged Funds in favor of AG for the payment of Policy Costs (subject only to the priority of payment provisions set forth under the Bond Resolution).

3. Rights of AG. Notwithstanding anything to the contrary in the Bond Resolution, so long as the Reserve Policy is in effect and provided that AG is not then in default thereunder, AG shall have the following rights; provided, however, that, to the extent AG has made any payments under the Reserve Policy, it shall retain its rights to enforce the reimbursement of the Policy Costs under this Agreement and the Reserve Policy:

A. Upon a failure to pay Policy Costs when due or any other breach of the terms of this Agreement, AG shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Bond Resolution, other than remedies which would adversely affect owners of the Bonds.

B. The prior written consent of AG shall be a condition precedent to the deposit of any Credit Facility credited to the Reserve Account in substitution of the Reserve Policy or lieu of a cash deposit into the Reserve Account.

4. Covenants of the Issuer. So long as the Reserve Policy is in effect and provided that AG is not then in default thereunder, the Issuer covenants and agrees as follows:

A. The Issuer shall not issue Additional Bonds pursuant to the Bond Resolution at any time when AG has made any payments under the Reserve Policy that have not been reimbursed in full by the Issuer.

B. The Issuer shall include any Policy Costs then due and owing to AG in the calculation of the Additional Parity Bonds test in Section 5.12 of the Bond Resolution and the calculation of Rates and Charges covenant in Section 5.04 of the Bond Resolution.

C. The Issuer shall fully observe, perform, and fulfill each of the provisions (as each of those provisions may be amended, supplemented, modified or waived as provided in the Bond Resolution) of the Bond Resolution applicable to it, each of the provisions thereof being incorporated herein by reference as if set forth directly herein. No provision of the Bond Resolution that could adversely affect the payment obligations of the Issuer hereunder or the priority accorded to the reimbursement of Policy Costs under the Bond Resolution shall be amended, supplemented, modified or waived, without the prior written consent of AG.

D. The Issuer will pay or reimburse AG, solely from the Pledged Funds, any and all charges, fees, costs, losses, liabilities and expenses which AG may pay or incur, including, but not limited to, reasonable fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Reserve Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this

Agreement, the Bond Resolution or any other document executed in connection with the Bonds (the “Related Documents”), including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Issuer) relating to this Agreement, the Bond Resolution, or any other Related Document, any party to this Agreement, the Bond Resolution or any other Related Document or the transactions contemplated by the Related Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under this Agreement, the Bond Resolution or any other Related Document, if any, or the pursuit of any remedies under this Agreement, the Bond Resolution or any other Related Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, (iv) any amendment, waiver or other action with respect to, or related to this Agreement, the Bond Resolution, the Reserve Policy or any other Related Document whether or not executed or completed, or (v) any action taken by AG to cure a default or termination or similar event (or to mitigate the effect thereof) under the Bond Resolution or any other Related Document; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of AG spent in connection with the actions described in clauses (ii) through (v) above. AG reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Agreement, the Bond Resolution or any other Related Document. Amounts payable by the Issuer hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by AG until the date AG is paid in full. The Issuer’s obligation to pay such amounts shall expressly survive payment in full of the Bonds.

5. Nature of Obligations. The obligation of the Issuer to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the Issuer and will be paid or performed strictly in accordance with this Agreement, irrespective of: (i) any lack of validity or enforceability of or any amendment or other modifications of, or waiver with respect to the Bonds, the Bond Resolution or any other Related Document; (ii) any amendment or other modification of, or waiver with respect to the Reserve Policy; (iii) any exchange, release or non-perfection of any security interest in property securing the Bonds, this Agreement, the Bond Resolution or any other Related Documents; (iv) whether or not such Bonds are contingent or matured, disputed or undisputed, liquidated or unliquidated; (v) any amendment, modification or waiver of or any consent to departure from this Agreement, the Reserve Policy, the Bond Resolution or all or any of the other Related Documents; (vi) the existence of any claim, setoff, defense (other than the defense of payment in full), reduction, abatement or other right which the Issuer may have at any time against the Paying Agent or any other person or entity other than AG, whether in connection with this Agreement, the transactions contemplated herein, in the Bond Resolution or in any other Related Documents or any unrelated transactions; (vii) any statement or any other document presented under or in connection with the Reserve Policy proving in any and all respects invalid, inaccurate, insufficient, fraudulent or forged or any statement therein being untrue or inaccurate in any respect; or (viii) any payment by AG under the Reserve Policy against presentation of a certificate or other document which does not strictly comply with the terms of the Reserve Policy.

6. Notices. Notices or other communications to AG shall be sent to the following address (or such other address as AG may designate in writing):

Assured Guaranty Inc.  
1633 Broadway  
New York, New York 10019  
Attention: Managing Director– Surveillance  
Re: Policy No. \_\_\_\_\_-S  
Telephone: (212) 974-0100  
Email: [munidisclosure@agltd.com](mailto:munidisclosure@agltd.com)

In each case in which the notice or other communication refers to a claim on the Reserve Policy or an Event of Default, such notice or other communication shall be marked "URGENT MATERIAL ENCLOSED" and a copy shall also be sent to the attention of the General Counsel at the above address and at [generalcounsel@agltd.com](mailto:generalcounsel@agltd.com).

7. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the Issuer and AG and their respective successors and assigns.

B. Section headings have been inserted in this Agreement as a matter of convenience of reference only. The parties agree that such section headings will not govern the interpretation of any provision of this Agreement.

C. This Agreement is intended solely for the benefit of the parties executing this Agreement. Neither the holders of the Bonds nor third parties are intended to be beneficiaries of the terms and provisions of this Agreement. This Agreement may be amended with the written consent of the parties executing this Agreement and any provision of this Agreement may be waived by AG, without the need to provide notice to, or obtain any consent from, any of the holders of the Bonds.

D. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

E. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement. This Agreement may be delivered by the exchange of executed signature pages by e-mail with a .pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as the originally signed version of such signature page.

F. This Agreement and the rights and obligations of the parties of the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names as of the date first written above.

BOARD OF COUNTY COMMISSIONERS OF  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Title:

ASSURED GUARANTY INC.

By: \_\_\_\_\_  
Title: Authorized Officer