

*In the opinion of Greenberg Traurig, P.A., Orlando, Florida, as Bond Counsel, under existing law, as currently enacted and construed, and assuming the accuracy of certain certifications and compliance with certain covenants of the Authority and the Company designed to assure compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Training Facility or the Hangar Facility or a "related person" within the meaning of Section 147(a) of the Code, but interest on the Bonds is an item of tax preference under the Code for purposes of determining the alternative minimum tax imposed on individuals and corporations. Bond Counsel is further of the opinion that the Bonds and the interest thereon will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in Chapter 220. For a more complete discussion of certain tax aspects relating to the Bonds, See "TAX MATTERS" herein.*

**GREATER ORLANDO AVIATION AUTHORITY**  
**\$42,320,000**  
**Special Purpose Airport Facilities Revenue Refunding Bonds**  
**(JetBlue Airways Corporation Project)**  
**Series 2013 of the City of Orlando, Florida**



**Dated: Date of Delivery**

**Due: As shown on inside cover**

The \$42,320,000 Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida (the "Bonds") are limited obligations issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City of Orlando (the "City"), under and pursuant to the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes, as amended, Chapter 98-492, Special Laws of Florida 1998, as amended, and other applicable provisions of law, a resolution adopted by the Authority on January 16, 2013 authorizing the issuance of the Bonds, and, pursuant to the Indenture of Trust dated as of April 1, 2013 (the "Indenture"), by and between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"). Unless otherwise defined herein, capitalized terms used in this Official Statement shall have the meanings set forth in "APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT" attached hereto.

The Bonds shall be issued as fully registered bonds in denominations of \$5,000 and integral multiples thereof and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Bonds will be effected through the DTC book-entry system as described herein. Interest on the Bonds will be paid semi-annually on May 15 and November 15 of each year, commencing November 15, 2013. Payments of principal of, redemption premium, if any, and interest on the Bonds will be made to purchasers of beneficial interests in the Bonds by DTC Participants. See "DESCRIPTION OF THE BONDS" and "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are subject to optional redemption, extraordinary optional redemption and mandatory redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE BONDS" herein.

The Bonds are being issued for the purpose of refunding, in whole, those certain Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Bonds (JetBlue Airways Corporation Project) Series 2005 (the "Refunded Bonds"). The proceeds of the Refunded Bonds were loaned to JetBlue Airways Corporation, a Delaware corporation (the "Company") to finance the Project. See "THE PROJECT," "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Bonds will be issued by the Authority and the proceeds thereof will be loaned to the Company (the "Loan") to refund in whole the Refunded Bonds, which Refunded Bonds were the source of the proceeds of a loan to the Company in 2005 to assist the Company in financing a Training Facility and a Hangar Facility as described herein. The Company's obligation to repay the Loan is contained in the Loan Agreement among the Authority, the Trustee and the Company dated as of April 1, 2013 (the "Loan Agreement"). The Company's obligations under the Loan Agreement are secured by the Leasehold Mortgage, Security Agreement and Fixture Filing from the Company directly to the Trustee dated as of April 1, 2013 (the "Leasehold Mortgage"). Remedies available to the Trustee under the Leasehold Mortgage are limited by the Authority's rights under the Facility Lease Agreements. See "SECURITY FOR THE BONDS" and "THE FACILITY LEASE AGREEMENTS" herein and "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE LEASEHOLD MORTGAGE" attached hereto.

THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE AUTHORITY. THE BONDS AND THE INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE AN INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE AUTHORITY, THE CITY, THE STATE OF FLORIDA (THE "STATE"), OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR OF THE STATE OR ANY SUCH POLITICAL SUBDIVISION OR AGENCY. THE AUTHORITY HAS NO TAXING POWER. THE BONDS AND THE INTEREST THEREON ARE PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE, ALL AS DESCRIBED IN AND SUBJECT TO LIMITATIONS SET FORTH IN THE INDENTURE.

The Trust Estate consists primarily of payments made by the Company pursuant to the terms of the Loan Agreement, all of which (except the amounts payable to or on behalf of the Authority on account of its Reserved Rights) are to be paid directly to the Trustee and all moneys then on deposit in the Bond Fund and the Lease Agreement Reserve Fund, subject to the rights of the Authority to receive amounts in the Lease Agreement Reserve Fund. See "THE COMPANY," "SECURITY FOR THE BONDS" and "RISK FACTORS" herein.

**The Authority has no obligation to make any payments on the Bonds, except from payments to be made by the Company under the Loan Agreement which comprise a part of the Trust Estate. Neither the general revenues of the Authority nor payments made to the Authority by the Company or any successor under the Facility Lease Agreements are pledged towards, or available for, the repayment of the Bonds or the Loan. The Authority is not undertaking, and shall not have any obligation to repay the Bonds upon a default by the Company and, by issuing the Bonds hereunder, is not making any representation as to the merits of the Bonds or the creditworthiness of the Company. See "THE COMPANY," "SECURITY FOR THE BONDS" and "RISK FACTORS" herein.**

**PURCHASE OF THE BONDS INVOLVES SIGNIFICANT RISKS AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL TYPES OF INVESTORS. SEE "THE COMPANY," "SECURITY FOR THE BONDS" AND "RISK FACTORS" HEREIN FOR A DISCUSSION OF CERTAIN FACTORS WHICH SHOULD BE GIVEN PARTICULAR ATTENTION BY PROSPECTIVE PURCHASERS OF THE BONDS. THE BONDS ARE NOT RATED AND NO RATING HAS BEEN OR CURRENTLY IS PLANNED TO BE SOUGHT FOR THE BONDS.**

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

*The Bonds are offered when, as and if issued, and subject to the approval of legality by Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel. Certain legal matters will be passed on for the Authority by Broad and Cassel, Orlando, Florida, General Counsel to the Authority. Certain legal matters in connection with the Bonds will be passed on for the Underwriter by Foley & Lardner LLP, Orlando, Florida, Counsel to the Underwriter. Certain legal matters in connection with the Bonds will be passed on for the Company by James G. Hnat, General Counsel of the Company, and GrayRobinson, P.A., Orlando, Florida, Counsel to the Company. The Authority has been advised in certain respects by Raymond James & Associates, Inc. as its Financial Advisor. It is expected that the Bonds in definitive form will be delivered through the facilities of DTC in New York, New York, on or about April 11, 2013.*

**Citigroup**

**MATURITIES, AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIPS  
GREATER ORLANDO AVIATION AUTHORITY**

**\$42,320,000**

**Special Purpose Airport Facilities Revenue Refunding Bonds  
(JetBlue Airways Corporation Project)  
Series 2013 of the City of Orlando, Florida**

<b><u>Maturity</u></b> <b><u>(November 15)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Price</u></b>	<b><u>Yield</u></b>	<b><u>Initial CUSIP</u></b> <sup>1</sup> <b><u>Numbers</u></b>
2026	12,665,000	5.000%	104.016	4.500%	392274F76
2036	29,655,000	5.000%	101.981	4.750%	392274F84

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<sup>1</sup> Neither the Company, the Authority or the Underwriter shall be responsible for the CUSIP numbers, nor is any representation made as to their accuracy. Such numbers are provided solely for the convenience of the readers of this Official Statement.

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

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS PART OF ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT HAS BEEN PROVIDED BY (A) THE AUTHORITY, BUT ONLY AS TO INFORMATION REGARDING THE AUTHORITY AND THE AIRPORT, (B) THE COMPANY, AND (C) OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE THE IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE AUTHORITY OR THE COMPANY SINCE THE DATE HEREOF OR THE EARLIEST DATE AS OF WHICH SUCH INFORMATION IS GIVEN.

THE AUTHORITY HAS NOT AND WILL NOT ASSUME RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT (OTHER THAN INFORMATION RELATING TO THE AUTHORITY AND THE AIRPORT WHICH HAS BEEN SUPPLIED BY THE AUTHORITY).

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

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

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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## OFFICIAL STATEMENT

*relating to*

### GREATER ORLANDO AVIATION AUTHORITY

**\$42,320,000**

**Special Purpose Airport Facilities Revenue Refunding Bonds  
(JetBlue Airways Corporation Project)  
Series 2013 of the City of Orlando, Florida**

### INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the appendices attached hereto, is to set forth certain information concerning the \$42,320,000 Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida (the “Bonds”) issued by the Greater Orlando Aviation Authority (the “Authority”), an agency of the City of Orlando (the “City”), under and pursuant to the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes, as amended, Chapter 98-492, Special Laws of Florida 1998, as amended, and other applicable provisions of law, a resolution adopted by the Authority on January 16, 2013 authorizing the issuance of the Bonds, and, pursuant to the Indenture of Trust, dated as of April 1, 2013 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”).

Unless otherwise defined herein, capitalized terms used in this Official Statement shall have the meanings set forth in “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto.

The Bonds will be issued by the Authority pursuant to the Indenture and the proceeds thereof will be used to make a loan (the “Loan”) to JetBlue Airways Corporation, a Delaware corporation (the “Company”) to refund, in whole, those certain Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Bonds (JetBlue Airways Corporation Project) Series 2005 (the “Refunded Bonds”), which Refunded Bonds were the source of the proceeds of a loan to the Company (the “2005 Loan”) to assist in financing the acquisition and construction by the Company of an approximately 80,000 square foot training facility (the “Training Facility”) and an approximately 70,000 square foot aircraft maintenance hangar facility (the “Hangar Facility”), and related improvements, property rights, easements, franchises and certain equipment relating to the foregoing Facilities. The obligation to repay the Loan is contained in the Loan Agreement among the Authority, the Trustee and the Company, dated as of April 1, 2013 (the “Loan Agreement”) and such obligation to repay is solely the obligation of the Company, and not that of the Authority. Except for the Reserved Rights, the Authority will assign its rights under the Loan Agreement to the Trustee. The obligation of the Company to repay the Loan is secured by the Leasehold Mortgage, Security Agreement and Fixture Filing from the Company directly to the Trustee dated as of April 1, 2013 (the “Leasehold Mortgage”).

The Trustee's remedial options under the Leasehold Mortgage are set forth in the Leasehold Mortgage and the Indenture and are subject to the provisions of Section 6.4 of the Indenture. See "SECURITY FOR THE BONDS" herein. See also "RISK FACTORS – Valuation of Reletting."

**PURCHASE OF THE BONDS INVOLVES SIGNIFICANT RISKS AND THE BONDS ARE NOT SUITABLE INVESTMENTS FOR ALL TYPES OF INVESTORS. SEE "THE COMPANY," "SECURITY FOR THE BONDS" AND "RISK FACTORS" HEREIN FOR A DISCUSSION OF CERTAIN FACTORS WHICH SHOULD BE GIVEN PARTICULAR ATTENTION BY PROSPECTIVE PURCHASERS OF THE BONDS. THE BONDS ARE NOT RATED AND NO RATING HAS BEEN OR CURRENTLY IS PLANNED TO BE SOUGHT FOR THE BONDS.**

### **THE AUTHORITY AND THE AIRPORT**

The Authority was established as an agency of the City pursuant to Chapter 57-1658, Special Laws of Florida 1957 which was subsequently repealed, recodified and amended by Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"). The Orlando International Airport (the "Airport") is owned by the City. Pursuant to an Operation and Use Agreement dated September 27, 1976, by and between the City and the Authority, as amended (the "Transfer Agreement"), the City transferred to the Authority custody, control and management of the Airport for a term that will expire on September 30, 2026, subject to certain conditions, unless extended by the City and the Authority. Under the Transfer Agreement, the Authority pays the City for specific services rendered by the City in accordance with schedules negotiated with the City. Upon the expiration of the term of the Transfer Agreement, the custody, control and management of the Airport will revert to the City and the City shall automatically assume all of obligations theretofore lawfully incurred by the Authority. The Authority also operates the Orlando Executive Airport as a general aviation airport. The Authority has no taxing power.

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

According to the Airports Council International, the Airport is the 32nd busiest airport in the world, and the 13th busiest in the U.S., ranked by the number of passengers during 2011. Within the United States, the Airport is the 3rd largest origin and destination market as of



September 30, 2012 and currently provides scheduled non-stop service to 84 destinations in the U.S. and 34 international cities. The Airport recorded approximately 35.3 million passengers for the calendar year ended December 31, 2012, a decrease of approximately 0.4% over the previous year.

The Airport maintains a total of 96 aircraft gates that currently serve over 40 air carriers at the Airport. As of December 31, 2012, the combination of Southwest Airlines and AirTran Airlines held approximately 29.5% of the market share of passenger activity at the Airport.

AS REFERENCED THROUGHOUT THIS OFFICIAL STATEMENT, AND SPECIFICALLY THE SECTION HEREOF CAPTIONED “SECURITY FOR THE BONDS,” THE AUTHORITY HAS NO FINANCIAL OBLIGATION TO PAY AMOUNTS DUE ON THE BONDS OTHER THAN FROM THE TRUST ESTATE. Except for the information herein under “THE AUTHORITY AND THE AIRPORT,” “LITIGATION – The Authority” and “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS” pertaining to the Authority, the Authority has not provided or confirmed any of, and is not responsible for, the information contained in this Official Statement.

THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE AUTHORITY. THE BONDS AND THE INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE AN INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE AUTHORITY, THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR OF THE STATE OR ANY SUCH POLITICAL SUBDIVISION OR AGENCY. THE AUTHORITY HAS NO TAXING POWER. THE BONDS AND THE INTEREST THEREON ARE PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE, ALL AS DESCRIBED IN AND SUBJECT TO LIMITATIONS SET FORTH IN THE INDENTURE.

**The Authority has no obligation to make any payments on the Bonds, except from payments to be made by the Company under the Loan Agreement which comprise a part of the Trust Estate. Neither the general revenues of the Authority nor payments made to the Authority by the Company or any successor under the Facility Lease Agreements are pledged towards, or available for, the repayment of the Bonds or the Loan. The Authority is not undertaking, and shall not have any obligation to repay the Bonds upon a default by the Company and, by issuing the Bonds hereunder, is not making any representation as to the merits of the Bonds or the creditworthiness of the Company. See “THE COMPANY,” “SECURITY FOR THE BONDS” and “RISK FACTORS” herein.**

## THE COMPANY

JetBlue Airways Corporation (“JetBlue” or the “Company”) is a major low-cost passenger airline that provides high-quality customer service at low fares primarily on point-to-point routes. As of December 31, 2012, JetBlue operated an average of 750 daily flights.

JetBlue focuses on serving markets that previously were underserved and large metropolitan areas that have had high average fares. JetBlue currently serves 75 destinations in 23 states, Puerto Rico, the U.S. Virgin Islands, Mexico, and 12 countries in the Caribbean and Latin America. JetBlue intends to maintain a disciplined growth strategy by increasing frequency on its existing routes, connecting new city pairs and entering new markets. For the year ended December 31, 2012, JetBlue was the 6th largest passenger carrier in the United States based on revenue passenger miles.

As of December 31, 2012, JetBlue's operating fleet consisted of 127 Airbus A320 aircraft and 53 EMBRAER 190 aircraft. JetBlue has an experienced management team and a strong company culture with a productive and incentivized workforce that strives to offer high-quality customer service, while at the same time operating efficiently and keeping costs low. JetBlue's high daily aircraft utilization and low distribution costs contribute to its low operating costs. JetBlue's widely available low fares are designed to stimulate demand, which it has demonstrated through its ability to increase passenger traffic in the markets it serves. In addition to its low fares, JetBlue offers its customers a differentiated product, including new aircraft, leather seats, reliable operating performance, 36 channels of free DirecTV, 100 channels of free Sirius XM satellite radio and premium movie channel offerings.

JetBlue was incorporated in Delaware in August 1998 and commenced service February 11, 2000. The principal executive offices are located at 27-01 Queens Plaza North, Long Island City, New York 11101 and the telephone number is (718) 286-7900. JetBlue's filings with the Securities and Exchange Commission are accessible free of charge at <http://investor.jetblue.com>. Information contained on the website is not incorporated by reference in this Official Statement. See "APPENDIX C – CERTAIN INFORMATION CONCERNING JETBLUE AIRWAYS CORPORATION" and "RISK FACTORS – Risks Associated with the Company" herein.

## **THE PROJECT**

The proceeds of the 2005 Loan were used by the Company for the acquisition, construction and equipping of: (a) the Training Facility located at 8265 Hangar Boulevard, Orlando, Florida 32827, (b) the Hangar Facility (with the Training Facility, the "Facilities") located at 8900 Hangar Boulevard, Orlando, Florida 32827, and (c) related improvements, property rights, easements, franchises and equipment relating to the Facilities, and deemed necessary or convenient for the construction, acquisition or operation of the Facilities, but specifically excludes any flight training simulation devices, full flight simulators, flight training devices, cabin trainers or related equipment, aircraft, parts for aircraft, aircraft maintenance machinery or components (collectively, the "Project"). The Company leases the land upon which the Facilities were constructed pursuant to the Facility Lease Agreements described herein. Certain provisions of the Loan Agreement and the related documents and instruments providing security for the Company's performance under the Loan Agreement will be secured by the Company's interest in the Project.

## PLAN OF REFUNDING

The Bonds will be used to fund the Loan to the Company, the proceeds of which Loan will be used to refund, in whole the Refunded Bonds currently outstanding in the principal amount of \$47,315,000, which Refunded Bonds were the source of the proceeds of the 2005 Loan.

The Refunded Bonds will be called for redemption on May 15, 2013 at a redemption price equal to one hundred and one-half percent (100.5%) of the principal amount thereof, plus interest accrued thereon to the date of such redemption. To effect the refunding of the Refunded Bonds, the Authority, the Company and Wilmington Trust, National Association, as escrow agent (the "Escrow Agent") will enter into an Escrow Deposit Agreement (the "Escrow Deposit Agreement") dated as of April 1, 2013. Pursuant to the terms of the Escrow Deposit Agreement, the Authority will deposit to the credit of the Escrow Deposit Trust Fund (the "Escrow Fund") established thereunder a portion of the proceeds of the Bonds and moneys on deposit in the funds and accounts established pursuant to the Indenture of Trust dated as of December 1, 2005 (the "2005 Indenture") between the Authority and Wilmington Trust Company, as trustee. Such moneys will be applied, on the date of issuance of the Bonds, to purchase certain direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged ("Government Obligations") and any cash remaining after such purchase will remain uninvested. The amounts held by the Escrow Agent in the Escrow Fund will not be available to pay debt service on the Bonds.

Upon delivery of the Bonds, GNP Services, CPA, PA, as verification agent (the "Verification Agent"), will verify that the Governmental Obligations held under the Escrow Deposit Agreement will mature at such times and earn interest in such amounts that, together with any initial cash deposit, will produce sufficient monies to pay the principal of and redemption premium, if any, and accrued interest on the Refunded Bonds to and including their redemption date. See "VERIFICATION OF MATHEMATICAL ACCURACY" herein.

Upon payment in full of all of the Refunded Bonds and the giving of certain notices, opinions and instructions required under the 2005 Indenture, the lien of the trust estate under the 2005 Indenture shall cease, determine and be discharged, and thereupon the trustee for the Refunded Bonds shall cancel and discharge the 2005 Indenture and the lien of the trust estate thereunder.

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## ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds, and certain other legally available funds, are expected to be applied as follows:

### SOURCES:

Principal Amount of Bonds .....	\$ 42,320,000.00
Plus Bond Premium .....	\$ 1,096,091.95
Funds released from the 2005 Indenture.....	\$ 3,895,257.74
Other Legally Available Funds of the Company .....	\$ <u>2,762,169.76</u>
TOTAL SOURCES.....	\$ 50,073,519.45

### USES:

Deposit to Escrow Fund.....	\$ 49,076,285.31
Deposit to Lease Agreement Reserve Fund.....	\$ 44,000.00
Estimated Costs of Issuance <sup>(1)</sup> .....	\$ <u>953,234.14</u>
TOTAL USES.....	\$ 50,073,519.45

<sup>(1)</sup> Includes, among other things, underwriter's discount, legal, financial and administrative expenses with respect to the Bonds.

## BOOK-ENTRY ONLY SYSTEM

The information in this caption concerning The Depository Trust Company ("DTC"), New York, New York and DTC's book-entry system has been obtained from DTC and none of the Authority, the Company and the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Bonds. The 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 Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, 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. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all of the 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 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to

Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

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

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, the Company, the Authority or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Company, the Paying Agent or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Company 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 securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for Bonds will be printed and delivered to DTC.

**NEITHER THE AUTHORITY, THE COMPANY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DTC PARTICIPANT, TO ANY BENEFICIAL OWNER, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT, THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS,**

**ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF BONDS UNDER THE INDENTURE, THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT TO THE HOLDERS OF BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO., AND SHALL NOT MEAN THE DTC PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS.**

## **DESCRIPTION OF THE BONDS**

### **General**

The Bonds shall be initially issued in the form of a separate single certificated fully registered bond for each maturity thereof in denominations of \$5,000 and integral multiples thereof. The Bonds shall be dated as of their date of initial delivery and will mature, unless sooner paid, on the dates and in the aggregate principal amounts set forth on the inside cover hereof, subject to optional redemption, extraordinary optional redemption or mandatory redemption, on which date all unpaid principal, redemption premium, if any, and interest on the Bonds shall be due and payable.

So long as Cede & Co., as nominee of DTC, is the registered owner of the Bonds, references herein to the owners or holders of the Bonds (other than such references under the caption "TAX MATTERS" herein) shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Interest on the outstanding principal balance of the Bonds shall be payable at the rates (computed on the basis of a year containing 360 days of twelve 30-day months) shown on the inside cover page of this Official Statement, from the date of issuance until payment of the principal sum, or until provision for the payment thereof has been duly provided for, such interest being payable semi-annually on May 15 and November 15 of each year, commencing November 15, 2013. Interest will be paid by check or draft mailed on the due date to the Registered Owner at his address as it appears on the registration books of the Authority maintained by the Trustee, Wilmington Trust, National Association, as Paying Agent, Registrar and Trustee at the close of business on the 1<sup>st</sup> day (whether or not a business day) of the month in which the interest payment date occurs (the "Record Date"), irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date (which date shall also be the date for the payment of such defaulted interest) as established by notice by deposit in the U.S. Mail, postage prepaid, by the Authority to the Registered Owners of Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the persons in whose

name the Bonds are registered at the close of business on the fifth day (whether or not a business day) preceding the date of mailing. In the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, upon the written request of such Bondholder to the Trustee, received on or prior to a Record Date, specifying the account or accounts to which any such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Bondholder by an instrument in writing delivered to the Trustee.

Both the principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America on their respective dates of payment. Principal of the Bonds shall be payable upon maturity or earlier redemption upon presentation and surrender thereof at the trust office of the Trustee. Payment of the interest on each Bond is payable by check or draft drawn upon the Trustee and mailed on the due date to the registered owner at his address as it appears on the bond registration books on the Record Date.

### **Optional Redemption**

The Bonds are subject to redemption at the option of the Authority, as directed by the Company, prior to maturity, in whole or in part, on any date on or after May 15, 2023 at 100% of the principal amount of such Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

### **Extraordinary Optional Redemption**

The Bonds are subject to redemption in whole or, if only one Facility is damaged or taken or otherwise will not continue to be used, or if only a portion of the Bonds must be redeemed as provided in (f) below, in part, at the direction of the Company, given pursuant to the Loan Agreement, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date, on any date for which the requisite notice of redemption can be given, within 180 days of the occurrence of any of the following events:

(a) the Hangar Facility or the Training Facility or both shall have been damaged or destroyed to such an extent that in the judgment of the Company (i) it cannot reasonably be restored within a period of three consecutive months to the condition thereof immediately preceding such damage or destruction, (ii) the Company is thereby prevented from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three consecutive months, or (iii) it would not be economically feasible for the Company to replace, repair, rebuild or restore the same;

(b) title in and to, or the temporary use of, all or substantially all of the Hangar Facility or the Training Facility or both shall have been taken under the exercise of the power of eminent domain by any governmental authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Company, results in the Company being prevented thereby from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three consecutive months);



(c) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), either of the Facility Lease Agreements shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(d) the Company ceases operations at the Hangar Facility or the Training Facility or both or determines that it is in the best interest of the Company to close the Hangar Facility or the Training Facility or both, provided however, that such right of extraordinary optional redemption shall not affect the obligations of the Company under any other agreements or instruments related to the Company's operations or activities at the Airport;

(e) legal curtailment of the Company's use and occupancy of all or substantially all of the Hangar Facility or the Training Facility or both for any reason other than that set forth in (b) above, which curtailment shall, in the judgment of the Company, prevent the Company from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three consecutive months; or

(f) if the Company delivers to the Trustee and the Authority an opinion of Bond Counsel substantially to the effect that (i) a failure to redeem the Bonds (or the relevant portion thereof) may adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof pursuant to Section 103 of the Code and (ii) redemption of the Bonds in the amount set forth in such opinion (but not smaller amount than that set forth in such opinion) would permit the continuance of any exclusion so afforded under Section 103 of the Code.

If only the Hangar Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 48% of the Outstanding Bonds may be redeemed, and if only the Training Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 52% of the Outstanding Bonds may be redeemed. Such allocations are based on the approximate application of the proceeds of the Refunded Bonds to the Project.

### **Mandatory Redemption**

The Bonds are subject to mandatory redemption in whole at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date on any Business Day for which the requisite notice of redemption can be given within 45 days after the occurrence of a Determination of Taxability; provided, however, if mandatory redemption on account of a Determination of Taxability of less than all the Bonds would result, in the Opinion of Bond Counsel, in the interest on the Bonds Outstanding following such mandatory redemption not being includable in the gross income of the Holders of such Bonds Outstanding, then the Bonds are subject to mandatory redemption upon the occurrence of a Determination of Taxability in the amount specified in such opinion, provided that such redemption must be in an Authorized Denomination. See "APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT" for the definition of "Determination of Taxability".

## **Selection of Bonds to be Redeemed**

If less than all the Outstanding Bonds of a maturity shall be called for redemption, the Trustee acting upon the written direction of the Company shall select and call for redemption Bonds in accordance with its ordinary trust operations procedures. If the Bonds are held in the Book Entry System such selection and call shall be in such manner and pursuant to the rules and procedures of the Securities Depository. Any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If there shall be called for redemption less than the principal amount of a Bond, the Authority shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the Holder thereof in exchange for the unredeemed principal amount of such Bond at the option of such Holder, Bonds in any of the Authorized Denominations or, if the Bonds are held in the Book Entry System, the Securities Depository shall, acting pursuant to its rules and procedures, reflect in said system the partial redemption and the Trustee shall (a) either exchange the Bond or Bonds held by the Securities Depository for a new Bond or Bonds in the appropriate principal amount, if such Bond is presented to the Trustee by the Securities Depository, or (b) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of the Bonds held by such Securities Depository.

## **Notice of Optional Redemption**

The Company shall exercise its option to prepay Repayments (and thereby cause a redemption of the Bonds) by giving written notice to the Trustee and the Paying Agent, not less than 45 days prior to the date selected for redemption. Notice of redemption shall be mailed by the Trustee by first-class mail, postage prepaid, at least 30 days before the redemption date to each Holder of the Bonds to be redeemed in whole or in part at his/her last address appearing on the Register, but no defect in or failure to give such notice of redemption shall affect the validity of the redemption. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. All Bonds properly called for redemption will cease to bear interest on the date fixed for redemption, provided Eligible Funds for their redemption have been duly deposited with the Trustee and, thereafter, the Holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

## **SECURITY FOR THE BONDS**

### **Trust Estate**

Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, as security for the Bonds the Trust Estate consisting of:

(a) all right, title and interest of the Authority in, and payments received by the Authority under, the Loan Agreement, including but not limited to the Repayments, which are to be paid directly by the Company to the Trustee and deposited in the Bond Fund in accordance with the Indenture, but excluding Reserved Rights;

(b) all moneys in the Bond Fund, the Cost of Issuance Fund, and the Lease Agreement Reserve Fund, provided however, that the inclusion in the Trust Estate of and the grant to the Trustee of a security interest in moneys on deposit in the Lease Agreement Reserve Fund shall be subject and subordinate to the obligation of the Trustee to pay amounts from the Lease Agreement Reserve Fund to the Authority as described in the Indenture. See “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto; and

(c) all of the proceeds of the foregoing (except the amounts payable to or on behalf of the Authority on account of its Reserved Rights), including without limitation investments thereof.

THE BONDS SHALL BE LIMITED OBLIGATIONS OF THE AUTHORITY. THE BONDS AND THE INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE AN INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE AUTHORITY, THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE CITY OR OF THE STATE OR ANY SUCH POLITICAL SUBDIVISION OR AGENCY. THE AUTHORITY HAS NO TAXING POWER. THE BONDS AND THE INTEREST THEREON ARE PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE, ALL AS DESCRIBED IN AND SUBJECT TO LIMITATIONS SET FORTH IN THE INDENTURE.

**The Authority has no obligation to make any payments on the Bonds, except from payments to be made by the Company under the Loan Agreement which comprise a part of the Trust Estate. Neither the general revenues of the Authority nor payments made to the Authority by the Company or any successor under the Facility Lease Agreements are pledged towards, or available for, the repayment of the Bonds or the Loan. The Authority is not undertaking, and shall not have any obligation to repay the Bonds upon a default by the Company and, by issuing the Bonds hereunder, is not making any representation as to the merits of the Bonds or the creditworthiness of the Company. See “THE COMPANY,” “SECURITY FOR THE BONDS,” AND “RISK FACTORS” herein.**

The Bonds shall not constitute an indebtedness of the Authority, nor shall the Bonds be construed to create any moral obligation on the part of the Authority to pay debt service under the Bonds, except from the Trust Estate. No other property or revenues of the Authority are pledged to, or available for, the repayment of the Bonds. The Authority shall have no obligation to any Holder not to exercise all rights available to it under the Loan Agreement and the Facility Lease Agreements, including rights to declare default thereunder and terminate such agreements.

### **The Loan Agreement**

The Company’s obligation to repay the Loan is contained in the Loan Agreement. The Company’s obligations under the Loan Agreement are secured by the Leasehold Mortgage. To secure the payment of all of the principal of, and premium, if any, and interest on the Bonds, the Authority will assign its right, title and interest in the Loan Agreement to the Trustee, except for

the Reserved Rights of the Authority. Events of Default under the Loan Agreement include, but are not limited to, a failure by the Company to make any payments required to be paid pursuant to the Loan Agreement and the occurrence of an Event of Default under the Indenture. See “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto. In the event of a default under the Loan Agreement, the Trustee shall (a) exercise any and all remedies that are available to it under the Leasehold Mortgage; (b) if acceleration of the Bonds has been declared pursuant to the Indenture, by written notice, declare all payments under the Loan Agreement immediately due and payable; and/or (c) take whatever other action at law or equity which the Trustee may determine to be necessary or desirable to collect amounts payable under the Loan Agreement or to enforce the performance and observance of any obligation, agreement or covenant of the Company under the Loan Agreement. See “SECURITY FOR THE BONDS – The Indenture” and “The Leasehold Mortgage,” “RISK FACTORS – Bankruptcy Risks,” and “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto.

### **The Indenture**

Under the Indenture, the Authority will grant to the Trustee the Trust Estate as security for the Bonds. The Indenture provides for the issuance of the Bonds and, if all of the Bonds are to be refunded with the proceeds thereof, for the issuance of refunding bonds. For a copy of the full Indenture and Loan Agreement, including definitions of certain capitalized terms used in this Official Statement, see “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT.”

The Indenture establishes a Bond Fund into which all repayments specified in the Loan Agreement to be deposited, and all proceeds resulting from the enforcement of the Trust Estate or its realization as collateral, and all other moneys received by the Trustee under the Loan Agreement for deposit in the Bond Fund shall be deposited therein. Moneys in the Bond Fund shall be held in trust for the Bondholders and, except as otherwise expressly provided in the Indenture, shall be used solely for the payment of interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity, whether stated or accelerated or upon mandatory or optional redemption.

The Indenture establishes a Lease Agreement Reserve Fund. Upon issuance of the Bonds, \$44,000, representing approximately fifty (50) days’ rent at the time of issuance, payable to the Authority under the Facility Lease Agreements, shall be deposited in such fund. Upon the receipt or delivery of a Default Notice, the Trustee shall promptly pay to the Authority all amounts on deposit in the Lease Agreement Reserve Fund. If, on the date which is fifteen days prior to the date that the final debt service payment is to be made on the Bonds and no Default Notice has been received or delivered by the Trustee, then the amounts on deposit in the Lease Agreement Reserve Fund shall be deposited into the Bond Fund and applied to the payment of principal of, premium, if any, and interest on the Bonds and other amounts owing under the Indenture.

Events of Default under the Indenture include (a) the failure to make a payment of interest, principal, or premium, if any, on any Bond within 48 hours following the date due;

(b) failure to observe or perform any covenants in the Indenture or the Bonds, and such failure is not cured within the applicable cure period; (c) an event of default under the Loan Agreement, Facility Lease Agreements or the Leasehold Mortgage; or (d) the occurrence of an Act of Bankruptcy with respect to the Company. See “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto.

Upon receipt of a Default Notice from the Authority after the occurrence of an event of default under one or both of the Facility Lease Agreements pursuant to which the Authority has determined to exercise any remedy available to it under such Facility Lease Agreement or Agreements, or upon the occurrence of an event of default under the Loan Agreement pursuant to which the Trustee exercises its right under the Leasehold Mortgage to remove the Company from the site of either or both of the Facilities, the Trustee shall (a) promptly pay to the Authority any and all amounts available and on deposit in the Lease Agreement Reserve Fund; and (b) promptly cause the Securities Depository, acting pursuant to its rules and procedures, to deliver a notice to the Beneficial Owners of the Bonds, together with a letter of direction to be completed and returned to the Trustee by each Beneficial Owner in the form attached to the Indenture (the “Letter of Direction”), which notice shall request the Beneficial Owners to, among other things: (i) direct the Trustee whether to initiate the relet procedure set forth in Section 6.4 of the Indenture (the “Relet Procedure”), and if the Beneficial Owners direct the Trustee to initiate the Relet Procedure, direct the Trustee whether to have the Facility Lease Agreements remain in effect throughout the Term (as defined in the Facility Lease Agreements) or such lesser period as determined by the Beneficial Owners; and (ii) promptly deposit with the Trustee all Annual Rent that is due and owing as of the date of the Default Notice and any Annual Rent and any Additional Rent that the Authority estimates will become due and owing during the Decision Period (as defined below); provided, however, that neither the Trustee nor the Beneficial Owners (or the Holders) shall have any obligation to cure any non-monetary defaults under the Facility Lease Agreements, except to the extent such non-monetary default has resulted in Additional Rent being owed thereunder; and (iii) acknowledge and agree that (A) the amount on deposit in the Lease Agreement Reserve Fund is equal to the specified number of days of rent at the current rate set forth in the notice, (B) if the Trustee is directed to initiate the Relet Procedure and such Relet Procedure continues for additional periods beyond the period for which the Trustee has paid the Authority under the Facilities Lease Agreements, then the Beneficial Owners will be required to deposit additional amounts with the Trustee from time to time to make timely payments to the Authority of amounts that will continue to be due and payable under the Facility Lease Agreements during the Relet Procedure, and (C) if sufficient amounts are not deposited with the Trustee so that it can continue to make payments under the Facility Lease Agreements, when due, then the Relet Procedure will be terminated; and (c) the Beneficial Owners shall have a period of fifty (50) days following the date of the first Default Notice (without any extension of such time period for subsequent Default Notices) to return their completed Letter of Direction to the Trustee (the “Decision Period”), provided, however, that such 50 day period shall be tolled during any period that the Company is in bankruptcy and both the Trustee and the Issuer are prohibited by bankruptcy court order from dispossessing the Company from the Premises (as defined in the Facility Lease Agreements).

Notwithstanding the foregoing, the Lease Agreement Reserve Fund will be funded on the date of issuance of the Bonds in an amount equal to approximately 50 days' of rent at the rental

rate under the Facility Lease Agreements in effect on such date of issuance. Should the rent due pursuant to the Facility Lease Agreements increase, the amount on deposit in the Lease Agreement Reserve Fund may not be sufficient to provide rent to the Authority for the full 50 days of the Decision Period. The Authority is not obligated to permit the Trustee to exercise the Relet Procedure for any period for which the Authority has not received rent for the Facilities. Accordingly, in order to initiate the Relet Procedure, the Trustee shall either (x) shorten the Decision Period to a period commensurate with the amount on deposit in the Lease Agreement Reserve Fund or (y) require Beneficial Owners to provide additional funds so that the amount in the Lease Agreement Reserve Fund equals 50 days of rent under the Facility Lease Agreements.

The Trustee shall initiate the Relet Procedure only if it has received the express written direction to initiate the Relet Procedure from Beneficial Owners of at least 51% of the aggregate principal amount of the Bonds then Outstanding on or before the last day of the Decision Period. Within two days after the expiration of the Decision Period, the Trustee shall deliver notice to the Authority and the Beneficial Owners of whether the Trustee received any such written direction from the Beneficial Owners to initiate the Relet Procedure. Any Beneficial Owner whose Letter of Direction is not received by the Trustee on or before the last day of the Decision Period shall be deemed to have directed the Trustee not to initiate the Relet Procedure. To the extent that the requirements of Section 6.4 of the Indenture are timely satisfied and any accrued but unpaid Annual Rent or Additional Rent through the end of the Decision Period is paid to the Authority on or before the second day following the end of the Decision Period, and Annual Rent and Additional Rent continue to be paid in full in a timely manner to the Authority, and further provided the Company irrevocably surrenders possession of either or both of the Facilities and the leasehold upon which such Facility(ies) are located (the "Premises") or is dispossessed of the Premises in accordance with the requirements of the Facility Lease Agreements or the Leasehold Mortgage, the Authority agrees, under certain circumstances specified under Section 6.4 of the Indenture, to make a commercially reasonable effort to relet the Premises and give reasonable consideration to any prospective tenant for the Premises which is presented to the Authority by the Company, the Trustee or the bondholders ("Reasonable Efforts") and thereafter, the Authority shall be free to relet the Premises for the account of the Company or for the account of the Trustee and the Holders, as may be applicable, upon such terms and conditions as may be mutually agreed to by the Authority and the Trustee, in their reasonable discretion and any substitute tenant must be acceptable to the Authority, all pursuant to Section 6.4 of the Indenture. The rejection by the Company of the Facility Lease Agreements in bankruptcy, will not affect the rights of the Trustee or the Authority under Section 6.4 of the Indenture. After making the availability of the Premises known to a potential tenant, the Authority is free to show and lease to any potential tenant of the Premises any other facility now or hereinafter owned by the Authority and to develop or construct a new facility for such potential tenant. The Authority may give priority to leasing new or existing facilities and building sites now or hereinafter owned by the Authority over the reletting of the Premises.

The foregoing rights and obligations of the Authority and the Trustee shall terminate automatically if, at the end of the Decision Period, all Annual Rent and Additional Rent due have not been paid or if, after the Decision Period, all Annual Rent and Additional Rent due is not paid on a timely basis. In such event, the Authority shall be free to exercise all of its rights and remedies under the Facility Lease Agreements (without any limitations set forth in Section 6.4 of

the Indenture on the right to exercise any such remedies) and under the Indenture and may relet the Premises, or terminate the Facility Lease Agreements without any obligation to the Company, the Trustee and the Holders. Subject to the existing and continued compliance by the Trustee with the terms of Section 6.4 of the Indenture, and the Leasehold Mortgage, the Beneficial Owners of at least 51% of the aggregate principal amount of the Bonds then outstanding may elect to have the Facility Lease Agreements remain in effect through the Term (as defined in the Facility Lease Agreements) or such lesser period as determined by the Beneficial Owners, provided, however, that the Trustee shall not have the right to occupy the Premises. See “THE FACILITY LEASE AGREEMENTS,” “RISK FACTORS – Bankruptcy Risk” and “Valuation of Reletting” herein and “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE LEASEHOLD MORTGAGE” attached hereto.

### **The Leasehold Mortgage**

To secure its obligations to make payments under the Loan Agreement, the Company will grant to the Trustee a security interest in all of its right, title and interest in the Premises (as defined in the Leasehold Mortgage), including, without limitation, the leasehold estate, and all of the Company’s right, title and interest in and to, the Premises under the Facility Lease Agreements and all improvements leased thereunder. The rights of the Trustee under the Leasehold Mortgage to any property pledged thereunder are, however, subordinate to the rights of the Authority under the Facilities Leases. Events of default under the Leasehold Mortgage include: (a) receipt by the Trustee of a Lease Default Notice pursuant to the Indenture, and (b) any event of default by the Company under the Loan Agreement after all applicable cure periods have expired and the Trustee’s rights and/or remedies upon the occurrence of such event of default have been triggered. Upon the occurrence and during the continuation of an event of default under the Leasehold Mortgage, the Trustee may enter into or upon the Premises either personally or by its agents, dispossess the Company in accordance with law, take possession of the Premises for the purpose of availing itself of the Relet Procedure provided to it under Section 6.4 of the Indenture, and thereafter, exclude the Company and its agents, servants and employees wholly from the Premises. In addition to the foregoing, the Trustee has such other rights and may pursue such other remedies as are provided under the Indenture. See “SECURITY FOR THE BONDS – The Loan Agreement”, “RISK FACTORS – Valuation of Reletting” and “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto. The Leasehold Mortgage and a Memorandum of Lease relating to each of the Facility Lease Agreements will be recorded in the official land records of Orange County, Florida. See “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE LEASEHOLD MORTGAGE” for further information.

### **THE FACILITY LEASE AGREEMENTS**

The following is a brief summary of the Amended and Restated Lease Agreement between the Authority and the Company executed as of April 1, 2013 and effective as of February 25, 2004 (the “Hangar Lease”) and the Amended and Restated Lease Agreement between the Authority and the Company executed as of April 1, 2013 and effective as of

February 25, 2004 (the “Training Facility Lease”, and, together with the Hangar Lease, the “Facility Lease Agreements”). Copies of the Facility Lease Agreements are available from the Authority or the Trustee provided copying charges are paid by the requesting party.

### **The Hangar Lease**

The Initial Term of the Hangar Lease is defined as the period beginning on May 1, 2005, and shall expire on April 30, 2035, unless sooner terminated or extended in accordance with the Hangar Lease. The Hangar Lease grants the Company the option to extend the term of the Hangar Lease for up to four (4) consecutive additional terms of five (5) years each. The City has agreed that upon the termination for any reason of the Transfer Agreement, the City shall be deemed to be the lessor under the Hangar Lease and shall be bound by all the provisions of such lease.

The Hangar Lease contains provisions for the payment by the Company to the Authority of rents, additional rents and other amounts payable as described in the Hangar Lease. The Hangar Lease also contains covenants obligating the Company in relation to maintenance and utilities, taxes and insurance, and to perform its obligations under the Loan Agreement in connection with the Bonds.

The Hangar Lease contains certain “Events of Default” on the part of the Company which, in turn, would give rise to the Authority’s right to: (x) terminate the Hangar Lease and re-enter and repossess the Premises; or (y) without terminating the Hangar Lease, terminate the Company’s right to possession of the Premises, retake possession of the Premises, and recover immediately damages from the Company as calculated in accordance with the Hangar Lease. These Events of Default are briefly summarized below:

(a) the failure of the Company to make any payment of Annual Rent, Additional Rent, or any other payment required to be made by the Company under the Hangar Lease when due, which failure is not remedied within 10 days after written notice of such failure from the Authority to the Company;

(b) the failure of the Company to keep, observe or perform any other material covenants or agreements under the Hangar Lease, and the continued failure to observe or perform any such covenant or agreement after a period of 60 days after written demand; provided, however, that if such failure cannot be cured within such 60 day period and the Company commences such cure promptly within such 60 day period and diligently proceeds to effect such cure, then the Company shall have such additional time as reasonably necessary to effect such cure, but in any event the Company shall cure such breach within 180 days after the initial written demand by the Authority, which 180 day period shall be extended one day for each day of an event of Force Majeure;

(c) commencement by or against the Company of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness, or the insolvency of the Company, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this subsection (c) which is commenced



by a person other than the Company shall not constitute an Event of Default if it is discharged within 90 days;

(d) the placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and mortgages permitted under the Hangar Lease) which is not discharged of record by payment or bond within 60 days, or any levy under any such lien;

(e) any Event of Default (as defined in the Training Facility Lease) by the Company under the Training Facility Lease; or

(f) any default (beyond applicable notice and cure periods) under the Loan Agreement in connection with the Bonds, unless such default is waived by the Trustee.

### **The Training Facility Lease**

The Initial Term of the Training Facility Lease is defined as the period beginning on June 7, 2005, and shall expire June 6, 2035 unless sooner terminated or extended in accordance with the Training Facility Lease. The Training Facility Lease grants the Company the option to extend the term of the Hangar Lease for up to four (4) consecutive additional terms of five (5) years each. The City has agreed that upon the termination for any reason of the Transfer Agreement, the City shall be deemed to be the lessor under the Training Facility Lease and shall be bound by all the provisions of such lease.

The Training Facility Lease contains provisions for the payment by the Company to the Authority of rents, additional rents and other amounts payable as described in the Training Facility Lease. The Training Facility Lease also contains covenants obligating the Company in relation to maintenance and utilities, taxes and insurance, and to perform its obligations under the Loan Agreement in connection with the Bonds.

The Training Facility Lease contains certain "Events of Default" on the part of the Company which, in turn, would give rise to the Authority's right to: (x) terminate the Training Facility Lease and re-enter and repossess the Premises; or (y) without terminating the Training Facility Lease, terminate the Company's right to possession of the Premises, retake possession of the Premises, and recover immediately damages from the Company as calculated in accordance with the Training Facility Lease. These Events of Default are briefly summarized below:

(a) the failure of the Company to make any payment of Annual Rent, Additional Rent, or any other payment required to be made by the Company under the Training Facility Lease when due, which failure is not remedied within 10 days after written notice of such failure from the Authority to the Company;

(b) the failure of the Company to keep, observe or perform any other material covenants or agreements under the Training Facility Lease, and the continued failure to observe or perform any such covenant or agreement after a period of 60 days after written demand; provided, however, that if such failure cannot be cured within such 60 day period and the Company commences such cure promptly within such 60 day period and diligently proceeds to effect such cure, then the Company shall have such additional time as reasonably necessary to

effect such cure, but in any event the Company shall cure such breach within 180 days after the initial written demand by the Authority, which 180 day period shall be extended one day for each day of an event of force majeure;

(c) commencement by or against the Company of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness, or the insolvency of the Company, or an assignment or arrangement for the benefit of its creditors or the appointment of a receiver, trustee or custodian, provided, however, that any of the foregoing set forth in this subsection (c) which is commenced by a person other than the Company shall not constitute an Event of Default if it is discharged within 90 days;

(d) the placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and mortgages permitted under the Training Facility Lease ) which is not discharged of record by payment or bond within 60 days, or any levy under any such lien;

(e) any Event of Default (as defined in the Hangar Lease) by the Company under the Hangar Lease; or

(f) any default (beyond applicable notice and cure periods) under the Loan Agreement in connection with the Bonds, unless such default is waived by the Trustee.

The Facility Lease Agreements also contain certain provisions relating to casualty events and condemnation pursuant to which the Facility Lease Agreements can be terminated.

**Prospective purchasers of the Bonds should note that an uncured Event of Default under the Facility Lease Agreements causes an Event of Default under the Indenture which in turn is cross-defaulted with the Loan Agreement. Such Events of Default could lead to an acceleration of the Bonds and a mandatory redemption prior to maturity. Prospective purchasers of the Bonds should also note that none of the Bonds, the Loan Agreement, or the Indenture are secured by the Facility Lease Agreements and that payments under the Facility Lease Agreements are not pledged by the Authority as part of the Trust Estate.**

Upon the occurrence of an Event of Default under the Facility Lease Agreements, the Authority may terminate the Facility Lease Agreements and re-enter and repossess the Premises, or without terminating the Facility Lease Agreements, retake possession of the Premises and recover damages from the Company, subject, however, to the Authority's obligations under Section 6.4 of the Indenture and the Facility Lease Agreements. See "SECURITY FOR THE BONDS – The Indenture and the Leasehold Mortgage" herein.

## **RISK FACTORS**

Purchase of the Bonds involves certain investment risks. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar

with this entire Official Statement (including the Appendices attached hereto) in order to make a judgment as to whether the Bonds are an appropriate investment. Certain of the risks associated with the purchase of the Bonds are described below (the “Risk Factors”). In considering whether to purchase the Bonds, potential investors should carefully consider all of the information contained in or incorporated by reference in this Official Statement, including but not limited to the Annual Report on Form 10-K of the Company for the year ended December 31, 2012, and other information which may be incorporated by reference in this Official Statement after the date hereof. In addition to the Risk Factors, potential purchasers of the Bonds should also consider the risk factors set forth under the captions “Risks Related to JetBlue” and “Risks Related to the Airline Industry” contained in Item 1, “Business” of the Reports on Form 10-K of the Company for the year ended December 31, 2012, all of which are incorporated by reference in this Official Statement. JetBlue’s filings with the Securities and Exchange Commission are accessible free of charge at <http://investor.jetblue.com>. **THESE RISK FACTORS, WHILE NOT COMPREHENSIVE OR EXHAUSTIVE OF ALL RISKS WHICH MUST BE CONSIDERED BY PROSPECTIVE PURCHASERS OF THE BONDS, REPRESENT MANY OF THE RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE PURCHASERS PRIOR TO PURCHASING THE BONDS.**

### **Limited Recourse**

The Authority’s obligations under the Indenture are limited obligations, payable solely from the Trust Estate pledged under the Indenture. No provision within the Indenture will be construed as giving rise to a pecuniary liability of the Authority or its board members, officers, agents or employees or to give rise to a charge upon the general credit of the Authority or such board members, officers, agents or employees. There will be absolutely no recourse against the Authority or any other property now or hereafter owned by it. No recourse will be had nor any claim be based upon the Indenture, the Bonds or any document delivered pursuant thereto against any Board member, officer, agent or employee, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

### **Facility Lease Agreements**

The Company owns leasehold interests in the Premises pursuant to the Facility Lease Agreements. In the event of an event of default under either of the Facility Lease Agreements, including but not limited to failure by the Company to pay a monthly installment of rent to the Authority or failure to comply with the other terms, conditions and covenants under either of the Facility Lease Agreements after notice as provided in the Facility Lease Agreements to the Company and the Trustee of such failure, the Authority has the right to declare the Facility Lease Agreements terminated. Termination of either of the Facility Lease Agreements could result in a declaration of acceleration by the Trustee of the principal amount of all Bonds then Outstanding. Upon termination of either of the Facility Lease Agreements, the Company may not be able to make debt service payments on the Bonds to the Trustee, for the benefit of the Holders, and the Authority shall have the right to take possession of the Premises, subject to Section 6.4 of the Indenture. See “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto. Pursuant to the Facility Lease Agreements, the Authority’s interest in the Premises or the Facility Lease Agreements is not subordinate to the Leasehold Mortgage.

During the Decision Period, if the Trustee cures any and all monetary defaults under the Facility Lease Agreements, the Authority agrees, under certain circumstances specified under Section 6.4 of the Indenture, to make commercially reasonable efforts to relet the Premises upon surrender of the Premises by the Company. Upon such an event, the Authority shall be free to relet the Premises for the account of the Company or for the account of the Trustee and the Holders of the Bonds, as may be applicable, upon such terms and conditions as may be mutually agreed to by the Authority and the Trustee, in their reasonable discretion, and any substitute tenant must be acceptable to the Authority. Potential purchasers of the Bonds should note that upon such an event, there is no guarantee as to when, if at all, a substitute tenant, acceptable to the Authority, will move into the Premises, or if and when the Company will surrender the Premises or if a substitute tenant is secured, whether the Repayment Agreement or assumption document to be executed by such substitute tenant will provide amounts to be paid by such substitute tenant sufficient to pay the entire amount then due and owing by the Company and/or the debt service on the Bonds. See “RISK FACTORS – Bankruptcy Risks” herein, “THE FACILITY LEASE AGREEMENTS” herein, and “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto.

### **Cross-Default**

The occurrence of an Event of Default under the Training Facility Lease is an occurrence of an Event of Default under the Hangar Lease, and the occurrence of an Event of Default under the Hangar Lease is an occurrence of an Event of Default under the Training Facility Lease. An Event of Default under either of the Facility Lease Agreements is also an Event of Default under the Indenture and the Loan Agreement, which could result in a declaration of acceleration by the Trustee of the principal amount of all Bonds then Outstanding. See “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto.

### **Bankruptcy Risks**

The Bonds are limited obligations of the Authority payable solely from the Trust Estate as described in the Indenture. The Authority has no obligation to make any payments on the Bonds, except for the assignment to the Trustee of payments comprising the Trust Estate to be made by the Company under the Loan Agreement. The Company’s obligations under the Loan Agreement are secured by the Leasehold Mortgage. The Leasehold Mortgage grants to the Trustee a security interest in the Company’s interests in the Facility Lease Agreements and the Premises (collectively, the “Collateral”). The Trustee’s remedial options under the Leasehold Mortgage are set forth in the Leasehold Mortgage and the Indenture and are subject to the provisions of Section 6.4 of the Indenture, which, among other things, limits the Trustee’s ability under the Leasehold Mortgage to relet the Premises and grants the Authority the right to approve or disapprove any and all substitute tenants for the Premises. In the event a bankruptcy case is filed with respect to the Company, the value of the Collateral may be significantly less than the amount owing with respect to the Bonds and any remaining unsecured claim would likely be treated as other unsecured claims, sharing recovery with those claims on a pro rata basis, if any.

## **Characterization of the Facility Lease Agreements by a Bankruptcy Court**

*Bankruptcy Treatment of the Facility Lease Agreements.* In the event a bankruptcy case is filed with respect to the Company, it is unclear how the Facility Lease Agreements would be treated in Bankruptcy, or if the cross-default provisions in the Facility Lease Agreements would be enforceable.

In Bankruptcy, the Company could argue that the Facility Lease Agreements were either a true lease or a financing agreement under the Bankruptcy Code, depending on which treatment would be most beneficial to it at the time, and the Trustee could take the opposing view. In making its determination, the Bankruptcy Court is likely to look at the substance of the transaction, and would not be bound by the parties' characterization of the Facility Lease Agreements. The Facility Lease Agreements include provisions that a true lease of real property would typically contain, but they also contain many provisions that resemble a financing arrangement.

If a Facility Lease Agreement were determined by the Bankruptcy Court to be a true lease, the Company would be required to assume or reject it within a maximum of 210 days after the earlier of the date of the order for relief, or the date of the entry of an order confirming the plan, unless this period is extended with the consent of the Authority. During this period, the Company would be required to make all payments required by the Facility Lease Agreements after the filing of the Company's bankruptcy, pending assumption or rejection of the Facility Lease Agreements, and the Authority and the Trustee would be prevented by the Bankruptcy Code's automatic stay from taking enforcement action against the Company.

If a Facility Lease Agreement were determined to be a true lease and were assumed by the Company, the Company would be permitted to retain its occupancy rights, and would also be required to cure any monetary defaults under that agreement or provide adequate assurance to the Authority that it will promptly cure such defaults, compensate or provide adequate assurance that it will compensate the Authority for any actual pecuniary loss resulting from a default, and provide adequate assurance of future performance under the Facility Lease Agreement. In conjunction with assumption, the Company could also assign this Facility Lease Agreement to an assignee. In either of these events, the Company or the assignee would be obligated to make all payments required by the Facility Lease Agreement, and the Trustee would not be permitted to trigger the Relet Procedure. The Company could also decide to reject a Facility Lease Agreement that was determined to be a true lease. In that event, the Trustee would have the rights described below under "Bankruptcy Treatment of the Loan Agreement and the Leasehold Mortgage".

The occurrence of an Event of Default under each Facility Lease Agreement is an Event of Default under the other Facility Lease Agreement and under the Loan Agreement and the Indenture. See "Appendix A-INDENTURE OF TRUST AND LOAN AGREEMENT" attached hereto. There is a risk that a Bankruptcy Court might not enforce these cross-default provisions. In that event, if the Facility Lease Agreements were also determined to be true leases, the Company might choose to assume one of them and reject the other.

If a Facility Lease Agreement were determined by the Bankruptcy Court to be a financing arrangement, the Company could retain possession of the Premises, but because of the security provided by the Leasehold Mortgage, the Company would be required to pay or provide consideration to the Trustee, as secured creditor, in an amount equal to the value of the Company's interest in the Facility Lease Agreements. This value may be significantly less than the amount owing on the Bonds, and the difference would be treated as an unsecured claim against the Company, which could have little or no value.

*Bankruptcy Treatment of the Loan Agreement and the Leasehold Mortgage.* The Company has agreed in the Loan Agreement to pay the Trustee the full amount owing on the Bonds. This payment obligation is secured by the Leasehold Mortgage, which grants to the Trustee a security interest in certain collateral thereunder (the "Collateral"). See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE LEASEHOLD MORTGAGE." In the event a bankruptcy case is filed with respect to the Company, upon confirmation of the plan of reorganization, the Company would be obligated to pay the Trustee the value of the Company's interest in the Collateral, either over time or in a lump sum, regardless of whether the Facility Lease Agreements were determined to be true leases or financing agreements. However, the Trustee would be prevented by the Bankruptcy Code's automatic stay from foreclosing the Leasehold Mortgage, absent relief from the automatic stay. The value of the Collateral may be significantly less than the amount owed on the Bonds, and the difference would be treated as an unsecured claim against the Company, which could have little or no value.

Prior to the confirmation of a plan of reorganization, the Trustee could seek to obtain adequate protection payments for the Company's use of the Collateral, in the event that it can show diminution in value resulting from such use. There is no assurance that the Bankruptcy Court would order any such payments to the Trustee. In addition, if a Facility Lease Agreement were determined to be a true lease and were rejected by the Company, the Leasehold Mortgage on the premises covered by that true lease would be of no value, and the Holders' remedy would be the relet procedure provided to the Trustee in Section 6.4 of the Indenture. See "RISK FACTORS-The Facility Lease Agreements" herein.

WHETHER THE FACILITY LEASE AGREEMENTS ARE CHARACTERIZED AS TRUE LEASES OR AS FINANCING ARRANGEMENTS, THE TREATMENT ACCORDED THE CLAIM REPRESENTED BY THE FACILITY LEASE AGREEMENTS IN A COMPANY BANKRUPTCY CASE, THROUGH A PLAN OF REORGANIZATION OR OTHERWISE, COULD ADVERSELY AFFECT THE FUNDS AVAILABLE TO PAY THE BONDS. NO REPRESENTATION IS MADE AS TO HOW A BANKRUPTCY COURT WOULD TREAT THE FACILITY LEASE AGREEMENTS IN A BANKRUPTCY CASE OF THE COMPANY. HOLDERS SHOULD CONSULT THEIR LEGAL ADVISORS WITH RESPECT TO THESE MATTERS.

### **Factors Limiting Enforcement of Rights**

In order to secure the Company's performance under the Loan Agreement, the Company will pledge to and grant to the Trustee a security interest in and a legal, valid and enforceable lien in and to the Company's leasehold interests in the Premises. In the event of default under

the Indenture or the Loan Agreement or other collateral security documents, there can be no assurance that an exercise of limited remedies under the Leasehold Mortgage in a judicial proceeding, subject to the Authority's rights under either of the Facility Lease Agreements and under the Loan Agreement, would result in the Trustee recovering sufficient funds to repay any or all of the amounts which may then be due and owing on the Bonds. Upon the occurrence of an event of default under the Facility Lease Agreements or an event of default under the Loan Agreement, before the Beneficial Owners are permitted to avail themselves of the Relet Procedure, the Trustee must first pay, from the Lease Agreement Reserve Fund and, if not sufficient, from funds provided by the Beneficial Owners of the Bonds, any rent due to the Authority through the Decision Period, as well as certain other charges and expenses then due and payable. There can be no assurance that moneys will be available to the Trustee to pay such rent and expenses. See "SECURITY FOR THE BONDS – The Indenture" and "The Leasehold Mortgage" herein.

### **Valuation of Reletting**

The realizable value of the security provided by the Leasehold Mortgage (in a bankruptcy proceeding with respect to the Company or otherwise) and by the Authority's agreement to use reasonable efforts to relet the Premises is dependent on the potential use of the Premises by entities other than the Company. See "RISK FACTORS – Bankruptcy Risks" herein.

The Premises are specialized facilities and may have limited value to parties other than an airline. This will affect the revenues that could be generated from the Premises in a foreclosure or relet situation as well as the valuation of the Facility Lease Agreements in bankruptcy. No market valuation of the Premises has been prepared in connection with the issuance of the Bonds and no representation is made as to whether the security provided by the Leasehold Mortgage or the reletting of the Premises, in whole or in part, could generate any or sufficient revenues to pay the Bonds. Furthermore, the Premises that are subject to the Relet Procedure do not include the simulators or certain other specialized equipment necessary for operation of a training facility. Additionally, in order to trigger the Relet Procedure, the Trustee must received express written direction from at least 51% of the Beneficial Owners of the aggregate principal amount of the Bonds then Outstanding on or before the last day of the Decision Period. If the Relet Procedure continues for any period beyond which the Trustee has paid the Authority under the Facility Lease Agreements, the Beneficial Owners will be required to deposit additional amounts with the Trustee to make payments to the Authority of the amounts due and payable under the Facility Lease Agreements during the Relet Procedure. Full payment of these amounts due to the Authority may require payment by only the Beneficial Owners from whom the Trustee received express written direction to initiate the Relet Procedure. Moreover, the actual valuation of the Premises and the appropriate valuation methodology could be issues that a bankruptcy court would review.

### **Adequacy of Insurance**

The Company is obligated under the Loan Agreement to obtain and keep in force certain comprehensive insurance with respect to the Premises as is customarily carried by persons engaged in similar businesses and operating facilities like the Premises. Such insurance will

include property risk insurance equal to or greater than the replacement cost of the Premises and all other improvements thereon. There is no assurance that such comprehensive insurance coverage will be available in the future on commercially reasonable terms or at commercially reasonable rates or that the amounts for which the Company is insured will cover all unanticipated losses. If there is a total or partial loss of the Premises, there can be no assurance that the insurance proceeds received in respect thereof will be sufficient to satisfy all indebtedness of the Company, including the Company's obligation to redeem the Bonds under certain circumstances as required under the Indenture.

### **No Mortgage Title Insurance, Credit Enhancement or Guaranty**

No title insurance or mortgage title insurance will be obtained in connection with the Leasehold Mortgage. The repayment of the Loan by the Company is not secured by any credit enhancement or guaranty.

### **Loss of Federal Tax-Exemption**

The occurrence of certain events or the failure of the Company to comply with certain covenants contained in the Loan Agreement may result in the interest on the Bonds being includable in gross income for federal income tax purposes from the date the Bonds were first issued. Upon the occurrence of a Determination of Taxability (as defined in the Indenture), the Bonds will be subject to mandatory redemption at a redemption price equal to the principal amount thereof plus accrued interest to the date of such redemption. If a Determination of Taxability were to occur, Holders may incur a significant tax liability and would not be entitled under the terms of the Indenture or the Loan Agreement to any amounts required to pay such liability. By the purchase of the Bonds, each Holder agrees and consents to such provision. Moreover, there can be no assurance that, upon the occurrence of a Determination of Taxability, the Company would have sufficient liquidity to satisfy the obligation to provide funds to redeem the Bonds. See "DESCRIPTION OF THE BONDS" herein.

In addition, future or pending legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or may otherwise prevent the beneficial owners of the Bonds from realizing the full current benefit of the tax status of such interest. Legislation or regulatory actions and future or pending proposals may also affect the economic value of the federal or State tax exemption or the market value of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors regarding any future, pending or proposed federal or State tax legislation, regulations, rulings or litigation.

### **Federal Government Budget Considerations**

As a result of the on-going budget debate in the United States Congress and in connection with the Budget Control Act of 2011, mandatory across-the-board cuts in federal spending, commonly referred to as the "sequester" or "sequestration" are scheduled to take effect on Friday, March 1, 2013. In addition, should applicable Congressional action regarding the federal budget not occur on or before March 27, 2013, certain governmental functions may cease until



additional funding is appropriated by Congress and approved by the President. In addition to adversely affecting the U.S. economy, commercial aviation operations in the United States also could be adversely affected. This could be as a result of layoffs or furloughs of federal employees responsible for federal security screening, customs and border protection, air traffic control and other critical functions. It is impossible to predict whether these circumstances will come about or be rectified and what impact they will have upon commercial aviation operations in the United States, but the impact could be material.

### **Risks Associated with the Company**

The U.S. domestic airline environment continues to be extremely challenging primarily due to record high aircraft fuel prices and sustained price competition in an increasingly concentrated competitive field, which have had an adverse impact on the Company's business and results of operations. In addition, several major U.S. airlines have recently either filed for bankruptcy or emerged from bankruptcy, providing these companies with the ability to restructure their debt and lower their labor and other operating costs, which could enable them to compete more aggressively.

#### ***The Company operates in an extremely competitive industry.***

The domestic airline industry is characterized by low profit margins, high fixed costs and significant price competition in an increasingly concentrated competitive field. The Company currently competes with other airlines on all of its routes. Most of the Company's competitors are larger and have greater financial resources and name recognition than JetBlue does. Following the Company's entry into new markets or expansion of existing markets, some of its competitors have chosen to add service or engage in extensive price competition. Unanticipated shortfalls in expected revenues as a result of price competition or in the number of passengers carried would negatively impact the Company's financial results and harm its business. The extremely competitive nature of the airline industry could prevent JetBlue from attaining the level of passenger traffic or maintaining the level of fares required to maintain profitable operations in new and existing markets and could impede its profitable growth strategy, which would harm its business. Additionally, if a traditional network airline were to fully develop a low cost structure, or if the Company were to experience increased competition from low cost carriers, its business could be materially adversely affected. These and other factors affecting the airline industry and the Company are discussed below as well as under "Outlook" and "Results of Operations" of Management's Discussion and Analysis of Financial Condition and Results of Operations in the Company's Annual Report on Form 10-K for the period ended December 31, 2012, which has been incorporated herein by reference. See "APPENDIX C - CERTAIN INFORMATION CONCERNING JETBLUE AIRWAYS CORPORATION" herein.

#### ***The Company's business is highly dependent on the availability of fuel and subject to price volatility.***

The Company's results of operations are heavily impacted by the price and availability of fuel. Fuel costs comprise a substantial portion of the Company's total operating expenses and are its single largest operating expense. Historically, fuel costs have been subject to wide price

fluctuations based on geopolitical factors and supply and demand. The availability of fuel is not only dependent on crude oil but also on refining capacity. When even a small amount of the domestic or global oil refining capacity becomes unavailable, supply shortages can result for extended periods of time. The availability of fuel is also affected by demand for home heating oil, gasoline and other petroleum products, as well as crude oil reserves, dependence on foreign imports of crude oil and potential hostilities in oil producing areas of the world. Because of the effects of these factors on the price and availability of fuel, the cost and future availability of fuel cannot be predicted with any degree of certainty.

The Company's aircraft fuel purchase agreements do not protect it against price increases or guarantee the availability of fuel. Additionally, some of the Company's competitors may have more leverage than JetBlue does in obtaining fuel. The Company has entered into and may continue to enter into a variety of option contracts and swap agreements for crude oil, heating oil, and jet fuel to partially protect against significant increases in fuel prices; however, such contracts and agreements do not completely protect the Company against price volatility, are limited in volume and duration, and can be less effective during volatile market conditions and may carry counterparty risk. Under the fuel hedge contracts the Company may enter into from time to time, counterparties to those contracts may require JetBlue to fund the margin associated with any loss position on the contracts if the price of crude oil falls below specified benchmarks. Meeting the Company's obligations to fund these margin calls could adversely affect its liquidity.

Due to the competitive nature of the domestic airline industry, at times the Company has not been able to adequately increase its fares to offset the increases in fuel prices nor may it be able to do so in the future. Future fuel price increases, continued high fuel price volatility or fuel supply shortages may result in a curtailment of scheduled services and could have a material adverse effect on the Company's financial condition and results of operations.

***The Company has a significant amount of fixed obligations and it will incur significantly more fixed obligations, which could harm the Company's ability to meet its growth strategy and impair its ability to service the Company's current or future fixed obligations.***

As of December 31, 2012, the Company's debt of \$2.85 billion accounted for 60% of its total capitalization. In addition to long-term debt, the Company has a significant amount of other fixed obligations under leases related to its aircraft, airport terminal space, other airport facilities and office space. As of December 31, 2012, future minimum payments under noncancelable leases and other financing obligations were approximately \$1.02 billion for 2013 through 2017 and an aggregate of \$1.33 billion for the years thereafter. The Company has also constructed, and in October 2008 began operating, a new terminal at John F. Kennedy International Airport ("JFK") under a 30-year lease with the Port Authority of New York and New Jersey, or PANYNJ. The minimum payments under this lease are being accounted for as a financing obligation and have been included in the future minimum payment totals above.

As of December 31, 2012, the Company had commitments of approximately \$5.00 billion to purchase 115 additional aircraft and other flight equipment through 2021, including estimated amounts for contractual price escalations. The Company will incur additional debt and

other fixed obligations as it takes delivery of new aircraft and other equipment and continues to expand into new markets. In an effort to limit the incurrence of significant additional debt, the Company may seek to defer some of its scheduled deliveries, sell or lease aircraft to others, or pay cash for new aircraft, to the extent necessary or possible. The amount of the Company's existing debt, and other fixed obligations, and potential increases in the amount of its debt and other fixed obligations could have important consequences to investors and could require a substantial portion of cash flows from operations for debt service payments, thereby reducing the availability of the Company's cash flow to fund working capital, capital expenditures and other general corporate purposes.

The Company's high level of debt and other fixed obligations could:

- impact the Company's ability to obtain additional financing to support capital expansion plans and for working capital and other purposes on acceptable terms or at all;
- divert substantial cash flow from the Company's operations and expansion plans in order to service its fixed obligations;
- require the Company to incur significantly more interest or rent expense than it currently does if rates were to increase, since approximately 40% of its debt has floating interest rates; and
- place the Company at a possible competitive disadvantage compared to less leveraged competitors and competitors that have better access to capital resources or more favorable terms.

The Company's ability to make scheduled payments on its debt and other fixed obligations will depend on its future operating performance and cash flows, which in turn will depend on prevailing economic and political conditions and financial, competitive, regulatory, business and other factors, many of which are beyond its control. The Company is principally dependent upon its operating cash flows and access to the capital markets to fund its operations and to make scheduled payments on debt and other fixed obligations. The Company cannot make assurances that it will be able to generate sufficient cash flows from its operations or from capital markets to pay its debt and other fixed obligations as they become due, and if the Company fails to do so its business could be harmed. If the Company is unable to make payments on its debt and other fixed obligations, it could be forced to renegotiate those obligations or seek to obtain additional equity or other forms of additional financing.

***The Company's substantial indebtedness may limit its ability to incur additional debt to meet future financing needs.***

The Company typically finances its aircraft through either secured debt or lease financing. The impact on financial institutions from the global credit and liquidity crisis and continuing economic malaise may adversely affect the availability and cost of credit to JetBlue as well as to prospective purchasers of the Company's aircraft that it undertakes to sell in the future, including financing commitments that it has already obtained for purchases of new

aircraft. To the extent the Company finances its activities with additional debt, it may become subject to financial and other covenants that may restrict its ability to pursue its strategy or otherwise constrain its operations.

***The Company's maintenance costs will increase as its fleet ages.***

The Company's maintenance costs will increase as its fleet ages. In the past, the Company has incurred lower maintenance expenses because most of the parts on its aircraft were under multi-year warranties; these warranties have for the most part expired. If any existing maintenance provider with whom the Company has a long-term "power by the hour" agreement fails to perform or honor such agreements, the Company will incur higher interim maintenance costs until it negotiates new agreements. Furthermore, as its fleet ages, the Company expects its fleet will require various modifications over the next several years to ensure its continued efficiency, modernization, brand consistency and safety. The Company's plans to equip its A320 aircraft with sharklets, for example, will, in some cases, require significant modification time. These fleet modifications will require significant investment over the several years, including taking aircraft out of service for several weeks at a time.

***The Company's salaries, wages and benefits costs will increase as its workforce ages.***

As the tenure of the Company's employees matures, the Company's salaries, wages and benefits costs will increase. The Company's pilot pay structure, for example, is based on an industry derived average and to the extent the Company's competitors continue consolidating and/or begin raising their pilot salaries in the face of a possible pilot shortage, the Company may have to address increased salary cost pressure to retain its pilots in an environment where the Company's capacity is also forecast to continue to grow. As the Company's work force ages, the Company expects its medical and related benefits to increase as well, despite an increased corporate focus on crewmember wellness.

***If the Company fails to successfully implement its strategy, its business could be harmed.***

JetBlue has grown, and expects to continue to grow its business whenever practicable by modifying the frequency of flights to markets it currently serves, expanding the number of markets served and increasing flight connection opportunities. The Company has modified its rate of growth several times over the past few years due to higher fuel prices, the competitive pricing environment and other cost increases, by deferring some of its scheduled deliveries of new aircraft, selling some used aircraft, terminating its leases for some of its aircraft, and leasing aircraft to other operators. A continuation of the economic downturn may cause the Company to further reduce its future growth plans from previously announced levels.

To the extent the Company continues to grow its business, opening new markets requires it to commit a substantial amount of resources even before the new services commence. Expansion is also dependent upon the Company's ability to maintain a safe and secure operation and requires additional personnel, equipment and facilities. An inability to hire and retain personnel, timely secure the required equipment and facilities in a cost-effective manner, efficiently operate its expanded facilities, or obtain the necessary regulatory approvals may adversely affect the Company's ability to achieve its growth strategy, which could harm its business. In addition, the Company's competitors often add service, reduce their fares and/or

offer special promotions following JetBlue's entry into a new market. The Company cannot make assurances that it will be able to profitably expand its existing markets or establish new markets or be able to adequately temper its growth in a cost effective manner through additional deferrals or selling or leasing aircraft; if it fails to do so, its business could be harmed.

***There are risks associated with the Company's presence in some of its international emerging markets, including political or economic instability and failure to adequately comply with existing legal requirements.***

Expansion to new international emerging markets may have risks due to factors specific to those markets. Emerging markets are countries which have less developed economies that may be vulnerable to economic and political problems, such as significant fluctuations in gross domestic product, interest and currency exchange rates, civil disturbances, government instability, nationalization and expropriation of private assets, trafficking and the imposition of taxes or other charges by governments. The occurrence of any of these events in markets served by the Company and the resulting instability may adversely affect its business.

The Company has recently expanded and, if market and other conditions warrant, it may continue to expand its service to countries in the Caribbean and Latin America regions, some of which have less developed legal systems, financial markets, and business and political environments than the United States, and therefore may present greater political, legal, economic and operational risks. The Company emphasizes legal compliance and has implemented and continues to implement and refresh policies, procedures and certain ongoing training of employees with regard to business ethics, anti-corruption policies and many key legal requirements; however, there can be no assurance that its employees will adhere to its code of business ethics, anti-corruption policies, other Company policies, or other legal requirements. If the Company fails to enforce its policies and procedures properly or maintain adequate record-keeping and internal accounting practices to accurately record its transactions, it may be subject to sanctions. In the event that the Company believes or has reason to believe that employees have or may have violated applicable laws or regulations, it may be subject to investigation costs, potential penalties and other related costs which in turn could negatively affect the Company's reputation and its results of operations and cash flow.

***The Company may be subject to risks through the commitments and business of LiveTV, the Company's wholly-owned subsidiary.***

LiveTV has agreements to provide in-flight entertainment products and services with six other airlines. At December 31, 2012, LiveTV services were available on 439 aircraft under these agreements, with firm commitments for 219 additional aircraft through 2015 and with options for 52 additional installations through 2014. Performance under these agreements requires that LiveTV hire, train and retain qualified employees, obtain component parts unique to its systems and services from LiveTV's suppliers and secure facilities necessary to perform installations and maintenance on those systems. Should LiveTV be unable to satisfy its commitments under these third party contracts, its business could be harmed.

***The Company may be subject to unionization, work stoppages, slowdowns or increased labor costs; recent changes to the labor laws may make unionization easier to achieve.***

The Company's business is labor intensive and, unlike most other airlines, the Company has a non-union workforce. The unionization of any of its employees could result in demands that may increase its operating expenses and adversely affect its financial condition and results of operations. Any of the different crafts or classes of its employees could unionize at any time, which would require the Company to negotiate in good faith with the employee group's certified representative concerning a collective bargaining agreement. In 2010, the National Mediation Board, or NMB, changed its election procedures to permit a majority of those voting to elect to unionize (from a majority of those in the craft or class). These rule changes fundamentally alter the manner in which labor groups have been able to organize in the airline industry since the inception of the Railway Labor Act. Ultimately, if the Company and a newly elected representative were unable to reach agreement on the terms of a collective bargaining agreement and all of the dispute resolution processes of the Railway Labor Act were exhausted, the Company could be subject to work stoppages. In addition, the Company may be subject to other disruptions by organized labor groups protesting its non-union status. Any of these events would be disruptive to the Company's operations and could harm its business.

***The Company's aircraft utilization rate to keep its costs low, which makes it especially vulnerable to delays, may be reduced by delays and cancellations in its operating regions which could reduce profitability.***

The Company maintains a high daily aircraft utilization rate (the amount of time that its aircraft spend in the air carrying passengers). High daily aircraft utilization allows the Company to generate more revenue from its aircraft and is achieved in part by reducing turnaround times at airports so the Company can fly more hours on average in a day. Aircraft utilization is reduced by delays and cancellations from various factors, many of which are beyond the Company's control, including adverse weather conditions, security requirements, air traffic congestion and unscheduled maintenance. The majority of the Company's operations are concentrated in the Northeast and Florida, which are particularly vulnerable to weather and congestion delays. Reduced aircraft utilization may limit the Company's ability to achieve and maintain profitability as well as lead to customer dissatisfaction.

***The Company's business is highly dependent on the New York metropolitan market and increases in competition or congestion or a reduction in demand for air travel in this market, or governmental reduction of its operating capacity at JFK, would harm its business.***

The Company is highly dependent on the New York metropolitan market where it maintains a large presence with approximately one-half of its daily flights having JFK, LaGuardia, Newark, Westchester County Airport or Newburgh's Stewart International Airport as either their origin or destination. The Company has experienced an increase in flight delays and cancellations at JFK due to airport congestion which has adversely affected its operating performance and results of operations. Its business could be further harmed by an increase in the amount of direct competition the Company faces in the New York metropolitan market or by continued or increased congestion, delays or cancellations. The Company's business would also

be harmed by any circumstances causing a reduction in demand for air transportation in the New York metropolitan area, such as adverse changes in local economic conditions, negative public perception of New York City, terrorist attacks or significant price increases linked to increases in airport access costs and fees imposed on passengers.

***The Company relies heavily on automated systems to operate its business; any failure of these systems could harm its business.***

The Company is dependent on automated systems and technology to operate its business, enhance customer service and achieve low operating costs. The performance and reliability of the Company's automated systems and data center is critical to its ability to operate its business and compete effectively. These systems include the Company's computerized airline reservation system, flight operations system, telecommunications systems, website, maintenance systems, check-in kiosks, in-flight entertainment systems and its primary and redundant data centers. The Company's website and reservation system must be able to accommodate a high volume of traffic and deliver important flight information. These systems require upgrades or replacement periodically, which involve implementation and other operational risks. Its business may be harmed if the Company fails to operate, replace or upgrade its systems or data center infrastructure successfully.

The Company relies on the third party providers of its current automated systems and data center infrastructure for technical support. If the current provider were to fail to adequately provide technical support for any one of its key existing systems or if new or updated components were not integrated smoothly, the Company could experience service disruptions, which, if they were to occur, could result in the loss of important data, increase its expenses, decrease its revenues and generally harm its business and reputation. Furthermore, its automated systems cannot be completely protected against events that are beyond the Company's control, including natural disasters, computer viruses, other security breaches, or telecommunications failures. Substantial or sustained system failures could impact customer service and result in JetBlue's customers purchasing tickets from other airlines. The Company has implemented security measures and change control procedures and has disaster recovery plans as well as requiring its third party providers to have disaster recovery plans; however, the Company cannot make assurances that these measures are adequate to prevent disruptions, which, if they were to occur, could result in the loss of important data, increase its expenses, decrease its revenues and generally harm its business and reputation.

***The Company's reputation and business may be harmed and it may be subject to legal claims if there is loss, unlawful disclosure or misappropriation of or unsanctioned access to its customers', employees', business partners' or its own information or other breaches of its information security.***

The Company makes extensive use of online services and centralized data processing, including through third party service providers. The secure maintenance and transmission of customer and employee information is a critical element of its operations. The Company's information technology and other systems that maintain and transmit customer information, or those of service providers or business partners, may be compromised by a malicious third party

penetration of its network security, or that of a third party service provider or business partner, or impacted by deliberate or inadvertent actions or inactions by its employees, or those of a third party service provider or business partner. As a result, personal information may be lost, disclosed, accessed or taken without consent.

The Company transmits confidential credit card information by way of secure private retail networks and relies on encryption and authentication technology licensed from third parties to provide the security and authentication necessary to effect secure transmission and storage of confidential information, such as customer credit card information. The Company has made significant efforts to secure its computer network. If any compromise of the Company's security or computer network were to occur, it could have a material adverse effect on the reputation, business, operating results and financial condition of the Company, and could result in a loss of customers. Additionally, any material failure by the Company to achieve or maintain compliance with the Payment Card Industry, or PCI, security requirements or to rectify a security issue may result in fines and the imposition of restrictions on the Company's ability to accept credit cards as a form of payment.

Any such loss, disclosure or misappropriation of, or access to, customers', employees' or business partners' information or other breach of the Company's information security can result in legal claims or legal proceedings, including regulatory investigations and actions, may have a negative impact on the Company's reputation and may materially adversely affect its business, operating results and financial condition. Furthermore, the loss, disclosure or misappropriation of the Company's business information may materially adversely affect its business, operating results and financial condition.

***The Company's liquidity could be adversely impacted in the event one or more of its credit card processors were to impose material reserve requirements for payments due to it from credit card transactions.***

The Company currently has agreements with organizations that process credit card transactions arising from purchases of air travel tickets by its customers. Credit card processors have financial risk associated with tickets purchased for travel which can occur several weeks after the purchase. The Company's credit card processing agreements provide for reserves to be deposited with the processor in certain circumstances. The Company does not currently have reserves posted for its credit card processors. If circumstances were to occur that would require the Company to deposit reserves, the negative impact on its liquidity could be significant which could materially adversely affect its business.

***If the Company is unable to attract and retain qualified personnel or fail to maintain its company culture, its business could be harmed.***

The Company competes against the other major U.S. airlines for pilots, mechanics and other skilled labor; some of them offer wage and benefit packages exceeding the Company's. As more pilots in the industry approach mandatory retirement age, the U.S. airline industry may to some extent be affected by a pilot shortage. The Company may be required to increase wages and/or benefits in order to attract and retain qualified personnel or risk considerable employee



turnover. If the Company is unable to hire, train and retain qualified employees, its business could be harmed and the Company may be unable to implement its growth plans.

In addition, as the Company hires more people and grows, the Company believes it may be increasingly challenging to continue to hire people who will maintain its company culture. One of its competitive strengths is its service-oriented company culture that emphasizes friendly, helpful, team-oriented and customer-focused employees. The Company's culture is important to providing high quality customer service and having a productive workforce that helps keep its costs low. As the Company continues to grow, it may be unable to identify, hire or retain enough people who meet the above criteria, including those in management or other key positions. JetBlue's culture could otherwise be adversely affected by its growing operations and geographic diversity. If JetBlue fails to maintain the strength of its company culture, its competitive ability and its business may be harmed.

***The Company's results of operations fluctuate due to seasonality and other factors.***

The Company expects its quarterly operating results to fluctuate due to seasonality including high vacation and leisure demand occurring on the Florida routes between October and April and on its western routes during the summer. Actions of the Company's competitors may also contribute to fluctuations in its results. The Company is more susceptible to adverse weather conditions, including snow storms and hurricanes, as a result of its operations being concentrated on the East Coast, than some of its competitors. As the Company enters new markets it could be subject to additional seasonal variations along with any competitive responses to its entry by other airlines. Price changes in aircraft fuel as well as the timing and amount of maintenance and advertising expenditures also impact its operations. As a result of these factors, quarter-to-quarter comparisons of the Company's operating results may not be a good indicator of its future performance. In addition, it is possible that in any future period its operating results could be below the expectations of investors and any published reports or analyses regarding JetBlue. In that event, the price of its common stock could decline, perhaps substantially.

***The Company is subject to the risks of having a limited number of suppliers for its aircraft, engines and a key component of its in-flight entertainment system.***

The Company's current dependence on two types of aircraft and engines for all of its flights makes it vulnerable to significant problems associated with the Airbus A320 aircraft or the IAE International Aero Engines V2527-A5 engine and the EMBRAER 190 aircraft or the General Electric Engines CF-34-10 engine, including design defects, mechanical problems, contractual performance by the manufacturers, or adverse perception by the public that would result in customer avoidance or in actions by the FAA resulting in an inability to operate the Company's aircraft. Carriers that operate a more diversified fleet are better positioned than the Company is to manage such events.

One of the unique features of the JetBlue fleet is that every seat in each of its aircraft is equipped with free in-flight entertainment including DirecTV®. An integral component of the system is the antenna, which is supplied to us by KVH Industries Inc, or KVH. If KVH were to

stop supplying the Company with its antennas for any reason, the Company would have to incur significant costs to procure an alternate supplier.

***The Company's reputation and financial results could be harmed in the event of an accident or incident involving its aircraft.***

An accident or incident involving one of the Company's aircraft, or an aircraft containing LiveTV equipment, could involve significant potential claims of injured passengers or others in addition to repair or replacement of a damaged aircraft and its consequential temporary or permanent loss from service. The Company is required by the United States Department of Transportation ("DOT") to carry liability insurance. Although the Company believes that it currently maintains liability insurance in amounts and of the type generally consistent with industry practice, the amount of such coverage may not be adequate and the Company may be forced to bear substantial losses from an accident. Substantial claims resulting from an accident in excess of the Company's related insurance coverage would harm its business and financial results. Moreover, any aircraft accident or incident, even if fully insured, could cause a public perception that the Company is less safe or reliable than other airlines which would harm its business.

***An ownership change could limit the Company's ability to utilize its net operation loss carryforwards.***

As of December 31, 2012, the Company had approximately \$371 million of estimated federal net operating loss carryforwards for U.S. income tax purposes that begin to expire in 2025. Section 382 of the Internal Revenue Code imposes limitation on a corporation's ability to use its net operating loss carryforwards if it experiences an "ownership change". Similar rules and limitations may apply for state income tax purposes. In the event an "ownership change" were to occur in the future, the Company's ability to utilize its net operating losses could be limited.

***The Company's business depends on its strong reputation and the value of the JetBlue brand.***

The JetBlue brand name symbolizes high-quality friendly customer service, innovation, fun, and a pleasant travel experience. JetBlue is a widely recognized and respected global brand; the JetBlue brand is one of the Company's most important and valuable assets. The JetBlue brand name and the Company's corporate reputation are powerful sales and marketing tools and the Company devotes significant resources to promoting and protecting them. Adverse publicity (whether or not justified) relating to activities by its employees, contractors or agents could tarnish the Company's reputation and reduce the value of its brand. Damage to the Company's reputation and loss of brand equity could reduce demand for its services and thus have an adverse effect on its financial condition, liquidity and results of operations, as well as require additional resources to rebuild its reputation and restore the value of its brand.

***The Company may be subject to competitive risks due to the long term nature of its fleet order book.***

At present, the Company has existing aircraft commitments through 2021. As technological evolution occurs in its industry, through the use of composites and other innovations, the Company may be competitively disadvantaged because it has existing extensive fleet commitments that would prohibit it from adopting new technologies on an expedited basis.

## **Risks Associated with the Airline Industry**

### ***The airline industry is particularly sensitive to changes in economic condition.***

Fundamental and permanent changes in the domestic airline industry have been ongoing over the past several years as a result of several years of repeated losses, among other reasons. These losses resulted in airlines renegotiating or attempting to renegotiate labor contracts, reconfiguring flight schedules, furloughing or terminating employees, as well as considering other efficiency and cost-cutting measures. Despite these actions, several airlines have reorganized under Chapter 11 of the U.S. Bankruptcy Code to permit them to reduce labor rates, restructure debt, terminate pension plans and generally reduce their cost structure. Since 2005, the U.S. airline industry has experienced significant consolidation and liquidations. The global economic recession and related unfavorable general economic conditions, such as higher unemployment rates, a constrained credit market, housing-related pressures, and increased business operating costs can reduce spending for both leisure and business travel. Unfavorable economic conditions could also impact an airline's ability to raise fares to counteract increased fuel, labor, and other costs. It is foreseeable that further airline reorganizations, consolidation, bankruptcies or liquidations may occur in the current global recessionary environment, the effects of which the Company is not able to predict. The Company cannot make assurances that the occurrence of these events, or potential changes resulting from these events, will not harm its business or the industry.

### ***A future act of terrorism, the threat of such acts or escalation of U.S. military involvement overseas could adversely affect the industry.***

Acts of terrorism, the threat of such acts or escalation of U.S. military involvement overseas could have an adverse effect on the airline industry. In the event of a terrorist attack, whether or not successful, the industry would likely experience increased security requirements and significantly reduced demand. The Company cannot make assurances that these actions, or consequences resulting from these actions, will not harm its business or the industry.

### ***Changes in government regulations imposing additional requirements and restrictions on the Company's operations or the U.S. Government ceasing to provide adequate war risk insurance could increase its operating costs and result in service delays and disruptions.***

Airlines are subject to extensive regulatory and legal requirements, both domestically and internationally, that involve significant compliance costs. In the last several years, Congress has passed laws, and the agencies of the federal government, including, but not limited to, the DOT, the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") have issued regulations relating to the operation of airlines that have required significant expenditures. The Company expects to continue to incur expenses in connection with

complying with government regulations. Additional laws, regulations, taxes and airport rates and charges have been proposed from time to time that could significantly increase the cost of airline operations or reduce the demand for air travel. If adopted or materially amended, these measures could have the effect of raising ticket prices, reducing air travel demand and/or revenue and increasing costs. The FAA has published new regulations relating to crew rest requirements, which the Company is currently analyzing. Should the final rules require the Company to make significant changes to its crew rest requirements, its cost structure could be adversely affected. The Company cannot make assurances that these and other laws or regulations enacted in the future will not harm its business.

The U.S. Government currently provides insurance coverage for certain claims resulting from acts of terrorism, war or similar events. Should this coverage no longer be offered, the coverage that would be available to the Company through commercial aviation insurers may have substantially less desirable terms, result in higher costs and not be adequate to protect its risk, any of which could harm its business.

***Compliance with future environmental regulations may harm the Company's business.***

Many aspects of airlines' operations are subject to increasingly stringent environmental regulations, and growing concerns about climate change may result in the imposition of additional regulation. There is growing consensus that some form of federal regulation will be forthcoming with respect to greenhouse gas emissions (including carbon dioxide (CO<sub>2</sub>)) and/or "cap and trade" legislation, compliance with which could result in the creation of substantial additional costs to the Company. The U.S. Congress is considering climate change legislation and the Environmental Protection Agency issued a rule which regulates larger emitters of greenhouse gases. Since the domestic airline industry is increasingly price sensitive, the Company may not be able to recover the cost of compliance with new or more stringent environmental laws and regulations from its passengers, which could adversely affect its business. Although it is not expected that the costs of complying with current environmental regulations will have a material adverse effect on the Company's financial position, results of operations or cash flows, no assurance can be made that the costs of complying with environmental regulations in the future will not have such an effect. The impact to the Company and its industry from such actions is likely to be adverse and could be significant, particularly if regulators were to conclude that emissions from commercial aircraft cause significant harm to the upper atmosphere or have a greater impact on climate change than other industries.

***Compliance with recently adopted DOT passenger protections rules may increase the Company's costs and may ultimately negatively impact its operations.***

The DOT's passenger protection rules, which became effective in April 2010, provide, among other things, that airlines return aircraft to the gate for deplaning following tarmac delays in certain circumstances. On October 29, 2011, a severe winter storm and multiple failures of critical navigational equipment in the New York City area, severely impacted air travel in the northeast which resulted in several flight diversions by JetBlue and many other domestic and international carriers to Hartford, CT's Bradley International Airport, or Bradley. JetBlue diverted a total of six flights to Bradley, five of which were held on the tarmac in excess of three

hours, thus exceeding the DOT's established tarmac delay limits. As a result, the DOT is investigating these incidents and the Company may be subject to a monetary penalty. Based on the allowable maximum DOT fine proscribed by the Tarmac Delay regulations, the Company could be assessed a fine of up to approximately \$15 million. The Company has issued compensation to the impacted customers in accordance with its Customer Bill of Rights, and is complying with the requests of the DOT investigation and believes the final determination from the DOT should be made in the next few months.

***The Company could be adversely affected by an outbreak of a disease or an environmental disaster that significantly affects travel behavior.***

In 2009, there was an outbreak of the H1N1 virus which had an adverse impact throughout the Company's network, including on its operations to and from Mexico. Any outbreak of a disease (including a worsening of the outbreak of the H1N1 virus) that affects travel behavior could have a material adverse impact on the Company. In addition, outbreaks of disease could result in quarantines of the Company's personnel or an inability to access facilities or its aircraft, which could adversely affect its operations. Similarly, if an environmental disaster were to occur and adversely impact any of the Company's destination cities, travel behavior could be affected and in turn, could materially adversely impact the Company's business.

***The unknown impact from the Dodd-Frank Act as well as the rules to be promulgated under it could require the implementation of additional policies and require the Company to incur administrative compliance costs.***

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or the Dodd-Frank Act, contains a variety of provisions designed to regulate financial markets. Further, many aspects of the Dodd-Frank Act remain subject to rulemaking that will take effect over several years, thus making it difficult to assess its impact on the Company at this time. The Company expects to successfully implement any new applicable legislative and regulatory requirements and may incur additional costs associated with its compliance with the new regulations and anticipated additional reporting and disclosure obligations; however, at this time the Company does not expect such costs to be material to it.

## **No Assurance of a Public Market**

The Underwriter may make a market in the Bonds as permitted by applicable laws and regulations. The Underwriter is not, however, obligated to do so and any market made by the Underwriter may be discontinued at any time without notice. There can be no assurance as to the liquidity of, or trading markets for, the Bonds.

## LITIGATION

### **The Authority**

The Authority is not a party to any litigation, nor to its knowledge is there any litigation threatened, that relates to the Indenture, the Loan Agreement, the Facility Lease Agreements or the Bonds.

### **The Company**

There is no litigation pending or, to the best knowledge and information of the Company, threatened against the Company wherein an unfavorable decision could be expected to materially adversely affect the transactions contemplated by the Purchase Agreement or this Official Statement, or which in any manner raises any question concerning the legality, validity or enforceability of the Purchase Agreement, the Bonds, the Indenture, the Loan Agreement, the Leasehold Mortgage, or the Facility Lease Agreements.

## TAX MATTERS

### **Federal Tax Matters**

In the opinion of Greenberg Traurig, P.A., as Bond Counsel, under existing law, as currently enacted and construed, and assuming the accuracy of certain certifications and compliance with certain covenants of the Authority and the Company designed to assure compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is held by a “substantial user” of the Training Facility or the Hangar Facility or a “related person” within the meaning of Section 147(a) of the Code, but interest on the Bonds is an item of tax preference under the Code for purposes of determining the alternative minimum tax imposed on individuals and corporations.

Bond Counsel has not undertaken to advise in the future whether any events after the date of execution and delivery of the Bonds may affect the federal tax status of the interest on the Bonds.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, S corporations with “excess net passive income,” individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Interest on Bonds held by a foreign corporation may be subject to the branch profits tax imposed by the Code. Bond Counsel expresses no opinion as to any such collateral tax consequences. Purchasers of Bonds should consult their own tax advisors as to such collateral tax consequences.

The Code sets forth certain requirements which must be met subsequent to the issuance and delivery of the Bonds for interest thereupon to remain excludable from the gross income of the owners of the Bonds for federal income tax purposes. The Company will covenant to comply with such requirements in the Loan Agreement, and the Authority will covenant in the Indenture to comply with such requirements, to the extent of its control over investment or use of proceeds of the Bonds and of its own actions. Noncompliance with such requirements may cause interest on the Bonds to be required to be included in the gross income of the owners of the Bonds for federal income tax purposes, retroactive to the date of issuance of the Bonds or as of some later date. Bond Counsel has not undertaken to advise in the future whether any events after the date of execution and delivery of the Bonds may affect the federal tax status of the interest on the Bonds.

### **Florida Tax Matters**

Bond Counsel is further of the opinion that the Bonds and the interest thereon will not be subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein.

### **Future Legislative Changes**

From time to time, there are legislative proposals pending in Congress that, if enacted into law, could alter or amend one or more of the federal tax matters described above including, without limitation, the excludability from gross income of interest on the Bonds, adversely affect the market price or marketability of the Bonds, or otherwise prevent the holders from realizing the full current benefit of the status of the interest thereon. It cannot be predicted whether or in what form any such proposal may be enacted, or whether, if enacted, any such proposal would apply to the Bonds.

### **Original Issue Premium**

The Bonds, as indicated on the inside cover of this Official Statement (“Premium Bonds”), were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted corresponding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner’s gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner’s tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that

Premium Bond stated on the cover of this Official Statement who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of bond premium properly accruable in any period with respect to the Premium Bonds and as to other federal tax consequences and the treatment of bond premium for purposes of state and local taxes on, or based on, income.

## **LEGAL MATTERS**

Certain legal matters incident to the validity of the Bonds and the issuance thereof by the Authority are subject to the approval of Greenberg Traurig, P.A., Orlando, Florida, Bond Counsel. The proposed form of the Opinion of Bond Counsel is attached hereto as APPENDIX D. Certain legal matters will be passed on for the Authority by its General Counsel, Broad and Cassel, Orlando, Florida. Certain legal matters in connection with the Bonds will be passed on for the Underwriter by its Counsel, Foley & Lardner LLP, Orlando, Florida. Certain legal matters in connection with the Bonds will be passed on for the Company by James G. Hnat, General Counsel of the Company, and GrayRobinson, P.A. Orlando, Florida, Counsel to the Company.

Bond Counsel has not undertaken independently to verify and therefore express no opinion as to the accuracy, completeness, fairness or sufficiency of any of the information or statements contained in this Official Statement, or any exhibits, schedules or appendices hereto, except the portions hereof captioned “PLAN OF REFUNDING,” “DESCRIPTION OF THE BONDS,” “SECURITY FOR THE BONDS,” and “APPENDIX A – INDENTURE OF TRUST AND LOAN AGREEMENT” attached hereto, to the extent the same purport to summarize certain provisions of the Indenture, the Loan Agreement and the Escrow Deposit Agreement, and the accuracy of the information contained under the caption “TAX MATTERS” to the extent the same purports to describe certain federal income tax and Florida intangible personal property tax consequences of ownership of the Bonds.

## **RATINGS**

No application has been made for a rating with respect to the Bonds.

JetBlue currently has a corporate credit rating of “B-” (outlook positive) from Standard & Poor’s Financial Services, LLC, a subsidiary of the McGraw-Hill Companies, Inc. (“S&P”), a senior implied debt rating of “B3” (outlook stable) from Moody’s Investors Service, Inc. (“Moody’s”) and an issuer default rating of “B” (outlook stable) from Fitch, Inc. (“Fitch”). Such ratings reflect only the views of the respective rating organizations, and any explanation of the meaning or significance of the ratings may only be obtained from the respective rating agency, as



follows: from S&P, 55 Water Street, New York, New York 10041, from Moody's, 250 Greenwich Street, New York, New York 10007, and from Fitch, One State Street Plaza, New York, New York 10004. Generally, rating agencies base their ratings on their own investigation, studies and assumptions. There can be no assurance that a rating, when assigned, will continue for any given period of time or that it will not be lowered or withdrawn entirely by a rating agency if in their judgment circumstances so warrant. Although the Bonds are not rated, any lowering or withdrawal of JetBlue's corporate credit rating may have an adverse effect on the marketability or market price of the Bonds.

## **UNDERWRITING**

Citigroup Global Markets Inc. (the "Underwriter") has agreed, subject to certain conditions to closing, to purchase the Bonds at an aggregate purchase price of \$43,416,091.95 (representing the principal amount of the Bonds, \$42,320,000.00, plus an original issue premium of \$1,096,091.95). The Company will separately provide additional funds to pay costs of issuance of the Bonds, including an underwriter's discount of \$535,034.14. The Underwriter will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds may be offered and sold to the Underwriter and certain dealers (including the Underwriter and other dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

The Underwriter and its 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 Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Company and the Authority for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its 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 their own account and for the accounts of their 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 Company.

## **CONTINUING DISCLOSURE**

The Company has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the Company and the Bonds in each year, and to provide notices of the occurrence of certain enumerated material events.

Annual financial information and operating data and the Company's audited financial statements will be filed by the Company with the Municipal Securities Rulemaking Board

(“MSRB”) through the Electronic Municipal Market Access System (“EMMA”) and with a state depository, if one then exists.

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 more fully described in “APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT” attached hereto. A default under the Continuing Disclosure Agreement shall not constitute a default under the Loan Agreement or the Indenture.

The Company has made timely filings of its Annual Report on Form 10-K with the Securities and Exchange Commission over the past five years, but in some years the Company has failed to make timely filings of its annual report (or notice of the filing thereof) in accordance with the requirements of the Company’s continuing disclosure obligations related to the Refunded Bonds and those certain New York City Industrial Development Authority Special Facility Revenue Bonds, Series 2006 (JetBlue Airways Corporation Project). All such filings have now been made, and the Company has adopted new internal policies to ensure timely compliance with future continuing disclosure obligations. The Company fully anticipates satisfying all such future obligations.

The Authority’s obligations with respect to disclosures made with respect to the Bonds and the information contained herein are limited in certain respects. See “OTHER DISCLOSURE MATTERS; LIMITED PARTICIPATION OF THE AUTHORITY.”

### **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Pursuant to Section 517.051, Florida Statutes, no person may directly or indirectly offer or sell securities of the Authority 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 Florida Department of Financial Services (the “Financial Services Department”). Pursuant to Rule 69W-400.003, Florida Administrative Code, the Financial Services Department 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 Authority, and certain additional information, unless the Authority believes in good faith that such information would not be considered material by a reasonable investor.

The Authority has not been, since December 31, 1975, in default as to principal or interest on any of its obligations.

The Company is not aware of any default as to principal or interest on any of its obligations, since December 31, 1975, which would be considered material by a reasonable investor. All reports filed by the Company pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, subsequent to the date of this Official Statement and prior to the termination of this offering shall be deemed to be incorporated by reference into this Official Statement and to form a part hereof from the date of filing such documents. See “APPENDIX C

– CERTAIN INFORMATION CONCERNING JETBLUE AIRWAYS CORPORATION” attached hereto for information regarding any material disclosure filed by the Company.

### **VERIFICATION OF MATHEMATICAL ACCURACY**

The arithmetical accuracy of certain computations relating to the computation of forecasted receipts of principal of and interest on the securities on deposit in the Escrow Fund and the forecasted payments of principal and interest to redeem the Refunded Bonds will be verified by the Verification Agent. Such verification will be based upon information provided by the Underwriter.

### **OTHER DISCLOSURE MATTERS; LIMITED PARTICIPATION OF THE AUTHORITY**

The Company has furnished all information herein relating to the Company.

The Appendices hereto are integral parts of this Official Statement and should be read together with all other parts of this Official Statement.

The references herein to the Indenture, the Loan Agreement, the Facility Lease Agreements, the Leasehold Mortgage, the Escrow Deposit Agreement, and the Act and the other documents referenced herein are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and reference is made to such documents for full and complete statements of their provisions. Copies of such documents are available from the Trustee, provided copying charges are prepaid to the Trustee; provided, however, that complete copies of the Indenture and Loan Agreement are attached hereto as Appendix A.

Any statements herein involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of such statements will be realized. The Official Statement is not a contract with any Holder of the Bonds.

The Authority has furnished only the information contained herein under the captions “THE AUTHORITY AND THE AIRPORT,” “LITIGATION – The Authority,” and “DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS” (as such relates to the Authority) and shall have no liability to any Holder for any other section hereof.

It has been determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold, or sell the Bonds, and the Authority will not provide any such information. The Company has undertaken all responsibility for any continuing disclosure to Bondholders and the Authority will have no liability to such Bondholders or any other person with respect to such disclosures. The Authority has not undertaken any responsibility with respect to any reports, notices or disclosures provided or required under the Indenture, the Loan Agreement or the Continuing Disclosure Agreement and has no liability to any person with respect to such reports, notices or disclosures by the Company.

**AUTHORIZATION OF AND CERTIFICATION  
CONCERNING OFFICIAL STATEMENT**

This Official Statement has been authorized and approved by the Authority and the Company, subject to the limitations set forth in “OTHER DISCLOSURE MATTERS; LIMITED PARTICIPATION OF THE AUTHORITY” and elsewhere herein.

**GREATER ORLANDO AVIATION AUTHORITY**

By: /s/ Frank Kruppenbacher  
Frank Kruppenbacher, Chairman

**JETBLUE AIRWAYS CORPORATION**

By: /s/ James Leddy  
James Leddy,  
Senior Vice President Treasurer

**APPENDIX A**

**INDENTURE OF TRUST AND LOAN AGREEMENT**

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**INDENTURE OF TRUST**

by and between

**GREATER ORLANDO AVIATION AUTHORITY,**

as Issuer

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**

as Trustee

Dated as of April 1, 2013

---

**Relating to those certain**

***\$42,320,000***

***Greater Orlando Aviation Authority  
Special Purpose Airport Facilities Revenue Refunding Bonds  
(JetBlue Airways Corporation Project),  
Series 2013 of the City of Orlando, Florida***

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APPENDIX A - LETTER OF DIRECTION TO THE TRUSTEE

## INDENTURE OF TRUST

This **INDENTURE OF TRUST** (as defined herein, the "Indenture"), dated as of April 1, 2013, is made and entered into by and between **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida (as defined herein, the "Issuer"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, as trustee (as defined herein, the "Trustee").

### WITNESSETH:

**WHEREAS**, the Issuer is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended, as an agency of the City of Orlando, Florida; and

**WHEREAS**, the Act empowers the Issuer to issue its revenue bonds in furtherance of the public purposes for which it was created; and

**WHEREAS**, the Issuer previously issued its Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Bonds (JetBlue Airways Corporation Project), Series 2005 (the "Refunded Bonds") in the original aggregate principal amount of \$47,315,000 and loaned the proceeds thereof to JetBlue Airways Corporation, a Delaware corporation (as defined herein, the "Company") to assist in financing the acquisition and construction of an approximately 80,000 square-foot training facility located at 8265 Hangar Boulevard, Orlando, Florida 32827 (the "Training Facility"), an approximately 70,000 square-foot aircraft maintenance hangar facility located at 8900 Hangar Boulevard, Orlando, Florida 32827 (the "Hangar Facility"), and related improvements, property rights, easements, franchises and equipment relating to the foregoing and deemed necessary or convenient for the construction or acquisition of the operation thereof (collectively the "Project"); and

**WHEREAS**, the Company has requested that the Issuer issue its Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida, in the aggregate principal amount of \$42,320,000 (the "Bonds") for the purpose of refunding and redeeming in full the outstanding principal amount of, plus accrued interest and premium, if any, on the Refunded Bonds; and

**WHEREAS**, the respective sites of the Training Facility and the Hangar Facility constructed by the Company have been leased by the Issuer to the Company pursuant to separate Lease Agreements, each dated as of February 25, 2004, as amended and restated as of April 1, 2013 (as defined herein, the "Facility Lease Agreements"); and

**WHEREAS**, the execution and delivery of this Indenture and the sale, issuance and delivery of the Bonds have been in all respects duly and validly authorized by resolutions duly adopted by the Issuer on January 16, 2013 (the "Resolution") and the City on January 28, 2013; and

**WHEREAS**, in connection with the issuance of the Bonds, the Issuer will enter into a Loan Agreement (the "Agreement"), dated as of April 1, 2013 with the Company and the Trustee

pursuant to which the Issuer will loan the proceeds of the Bonds to the Company to refinance the Project; and

**WHEREAS**, the Issuer will herein assign to the Trustee for the benefit of the Beneficial Owners of the Bonds its right, title and interest in and to the Agreement, including all loan repayments and other payments to be made by the Company, with respect to the Project, but excluding Reserved Rights; and

**WHEREAS**, in connection with the issuance of the Bonds, the Company will execute and deliver to the Trustee a Leasehold Mortgage, Security Agreement and Fixture Filing, dated as of April 1, 2013 (as defined herein, the "Mortgage"); and

**WHEREAS**, all things necessary to make the Bonds, when authenticated by the Trustee and issued and delivered as provided in this Indenture, the valid, binding and legal obligations of the Issuer, according to the import thereof, and to create a valid assignment and pledge of the securities, property, moneys and rights in order to secure the payment of the principal and purchase price of and interest on the Bonds and a valid assignment of certain of the rights, title and interest of the Issuer in the Agreement, have been done and performed, and the execution and delivery of this Indenture and the execution, issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been authorized.

**NOW, THEREFORE**, in consideration of the premises and of the covenants and undertakings herein expressed, the parties hereto agree as follows:

#### **GRANTING CLAUSES:**

That the Issuer, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Holders (hereafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Indenture, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder according to their tenor and effect and to secure the performance and observance by the Issuer of all of the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors and assigns in trust, forever, for the securing of the performance of the obligations of the Issuer herein set forth:

(i) all right, title and interest of the Issuer in, and payments received by the Issuer under the Agreement, including but not limited to the Repayments, which are to be paid directly by the Company to the Trustee and deposited in the Bond Fund in accordance with this Indenture, but excluding Reserved Rights;

(ii) all moneys in the Bond Fund, the Costs of Issuance Fund and the Lease Agreement Reserve Fund, provided however, that the inclusion in the Trust Estate of and the grant to the Trustee of a security interest in moneys on deposit in the Lease Agreement Reserve Fund shall be subject and subordinate to the obligation of the Trustee to pay amounts from such Lease Agreement Reserve Fund to the Issuer as described in **Sections 4.3** and **6.4** hereof; and

(iii) all of the proceeds of the foregoing (except the amounts payable to or on behalf of the Issuer on account of its Reserved Rights), including without limitation investments thereof.

**TO HAVE AND TO HOLD** the Trust Estate, whether now owned or held or hereafter acquired, forever;

**IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Holders of the Bonds, without preference of any Bond over any other Bond, (b) for enforcement of the payment of the Bonds, in accordance with their terms and the terms of this Indenture authorizing the issuance of such Bonds, and all other sums payable hereunder or on the Bonds, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Indenture, all as herein set forth.

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## ARTICLE I DEFINITIONS

**Section 1.1 Defined Terms.** In addition to terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

"**Act**" means Chapter 98-492, Special Laws of Florida 1998, as amended and Part II of Chapter 159, Florida Statutes, and other applicable provisions of law.

"**Act of Bankruptcy**" means any of the following events:

(a) The Company (or any other Person obligated, as guarantor or otherwise, to make payments on the Bonds or under the Agreement, the Facility Lease Agreements or the Mortgage) or the Issuer shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Company (or such other Person) or the Issuer or of all or any substantial part of their respective property, (2) commence a voluntary case under the Bankruptcy Code, or (3) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(b) A proceeding or case shall be commenced, without the application or consent of the Company (or any other Person obligated, as guarantor or otherwise, to make payments on the Bonds or under the Agreement, the Facility Lease Agreements or the Mortgage) or the Issuer in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts, of the Company (or any such other Person) or the Issuer, (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the Company (or any such other Person), the Issuer or of all or any substantial part of their respective property, or (3) similar relief in respect of the Company (or any such other Person) or the Issuer under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and any such proceeding or case shall continue unstayed and in effect for a period of ninety (90) days from the commencement of such proceeding or case, or the date of such order, judgment or decree.

"**Agreement**" means the Loan Agreement, dated as of April 1, 2013, among the Issuer, the Company and the Trustee, as the same may be amended, modified or supplemented in accordance with the provisions thereof and hereof.

"**Airport**" means the Orlando International Airport.

"**Authorized Denomination**" means \$5,000 and integral multiples thereof.

"**Authorized Officer of the Authority**" has the meaning as set forth in the Resolution.

"**Bankruptcy Code**" means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

**"Beneficial Owner"** means the Person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository, Participant or Indirect Participant, as the case may be, or such Person's subrogee.

**"Bond"** or **"Bonds"** means the Bonds authorized under this Indenture.

**"Bond Counsel"** means an attorney, or firm of attorneys, nationally recognized and experienced in legal work relating to the financing of facilities through the issuance of tax-exempt bonds.

**"Bond Fund"** means the fund established pursuant to **Section 4.1** hereof.

**"Book Entry System"** means a book entry system established and operated for the recordation of Beneficial Owners of the Bonds pursuant to **Section 2.2** hereof.

**"Business Day"** means any day other than a Saturday, a Sunday, or a day on which banking institutions in the city or cities in which the offices of the Trustee and the Registrar are located are required or authorized to remain closed, or any date that the Securities Depository or the New York Stock Exchange is closed.

**"City"** means the City of Orlando, Florida.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

**"Company"** means JetBlue Airways Corporation, a Delaware corporation, and its successors and assigns.

**"Company Agent"** shall have the meaning set forth in **Section 7.2** hereof.

**"Company Representative"** has the meaning set forth in the Agreement.

**"Costs of Issuance Fund"** means the fund established pursuant to **Section 4.2** hereof.

**"Counsel"** means an attorney, or firm of attorneys, admitted to practice law before the highest court of any state in the United States of America or the District of Columbia, including any Bond Counsel.

**"Determination of Taxability"** means a determination that the interest accrued or paid on any of the Bonds is included in gross income of the Holders or former Holders for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following:

(a) the day on which the Company is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that the interest on the Bonds is included in the gross income of any Holder or former Holder thereof for federal income tax purposes;

(b) the day on which the Company receives notice from the Trustee in writing that the Trustee has received (1) notice in writing by any Holder or former Holder that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to such Holder or former Holder that asserts in effect that the interest on the Bonds received by such Holder or former Holder is included in the gross income of such Holder or former Holder for federal income tax purposes, or (2) an Opinion of Bond Counsel that concludes in effect that the interest on the Bonds is included in the gross income of any Holder or former Holder thereof for federal income tax purposes;

(c) the day on which the Company is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service or a technical advice memorandum issued by the national office of the Internal Revenue Service that the interest on the Bonds is included in the gross income of any Holder or former Holder thereof for federal income tax purposes; or

(d) the day on which the Company is advised in writing by Counsel that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Company has been given written notice and an opportunity to participate and defend that the interest on the Bonds is included in the gross income of any Holder or former Holder thereof for federal income tax purposes;

provided, however, (i) no Determination of Taxability shall occur if the interest on any of the Bonds is included in the gross income of any Holder or former Holder for federal income tax purposes solely because such Bond was held by a Person who is a Substantial User or a Related Person, (ii) no Determination of Taxability shall occur because interest on the Bonds is an item of tax preference or is otherwise taken into account in determining alternative minimum taxable income under the Code, (iii) no Determination of Taxability shall occur under subparagraphs (a), (b)(1) and (c) above unless the Company has been afforded the opportunity to contest any such advisement, notice of deficiency, ruling or other conclusion and such contest by the Company, if made, has been finally determined (with no further right of appeal) adversely to the Company or, if earlier, until two years shall have elapsed since receipt of such advisement, notice, ruling or conclusion without any such final determination. Notwithstanding anything in this definition to the contrary, no Determination of Taxability described above will result from the inclusion of interest on any Bond in the computation of minimum or indirect taxes or if the events which would otherwise give rise to a Determination of Taxability are the result of a change in the Code or regulations under the Code adopted and becoming effective after the date of issuance of the Bonds.

**"Eligible Funds"** means any moneys held by the Trustee or the Paying Agent under this Indenture and any proceeds of Refunding Bonds.

**"Escrow Agent"** means Wilmington Trust, National Association and its successors and assigns.



**"Escrow Deposit Agreement"** means that certain Escrow Deposit Agreement, dated as of April 1, 2013 by and among the Issuer, the Escrow Agent and the Company, as the same may be amended and supplemented from time to time.

**"Event of Default"** means any of the events specified in **Section 6.1** hereof.

**"Facility Lease Agreements"** means, collectively, (i) the Amended and Restated Facility Lease Agreement (Training Facility Lease), dated as of April 1, 2013, between the Issuer and the Company, pertaining to the Company's Training Facility located at the Airport and (ii) the Amended and Restated Facility Lease Agreement (Hangar Lease), dated as of April 1, 2013, between the Issuer and the Company, pertaining to the Company's Hangar Facility located at the Airport and any further amendments, modifications, or supplements thereto permitted thereunder.

**"Financing Statements"** means any and all financing statements (including continuation statements) or other instruments filed or recorded with respect to the Trust Estate established under this Indenture.

**"Fitch"** means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with the approval of the Issuer, by notice to the Trustee.

**"Government Obligations"** means (i) direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (ii) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (i) or (ii) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof.

**"Holder"** or **"Holders"** means the Person or Persons who are the registered owner or owners of all or a portion of the Bonds.

**"Indenture"** means this Indenture of Trust, as the same may be amended, modified, or supplemented from time to time as permitted hereby and in accordance herewith.

**"Indirect Participant"** means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Participant.

**"Interest Payment Date"** means November 15, 2013, and each May 15 and November 15 thereafter, and the date upon which any installment of interest on all or a portion of the Bonds is due and payable, whether as a result of maturity, redemption, acceleration or otherwise.

**"Issue Date"** means the date on which the Bonds are delivered to the Underwriter for sale to the initial purchaser or purchasers thereof.

**"Issuer"** means the Greater Orlando Aviation Authority, a public and governmental body created as an agency of the City pursuant to the laws of the State, or any successor to its rights and obligations under the Agreement and this Indenture.

**"Lease Agreement Reserve Fund"** means the fund established pursuant to **Section 4.3** hereof.

**"Local Time"** means eastern time (daylight or standard, as applicable).

**"Moody's"** means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with the approval of the Issuer, by notice to the Trustee.

**"Mortgage"** means that certain Leasehold Mortgage, Security Agreement and Fixture Filing, dated as of April 1, 2013, between the Trustee and the Company, as the same may be amended, modified, or supplemented.

**"Opinion of Bond Counsel"** means any opinion of Bond Counsel required to be delivered pursuant to this Indenture or the Code with respect to the excludability of interest on the Bonds from gross income of the Holders thereof for federal income tax purposes. Each such opinion shall be addressed (either directly or through a reliance letter) to the Issuer, the Company, the Underwriter, and the Trustee. No such opinion delivered pursuant hereto shall be deemed unsatisfactory when required as a condition to any provision hereunder because such opinion states (i) that interest on the Bonds is an item of tax preference or is includable in determining alternative minimum taxable income under the Code, or (ii) that no opinion is expressed as to the exclusion of interest on any Bond from gross income for any period during which such Bond is held by a person who, within the meaning of Section 147(a) of the Code, is a "substantial user" of the Project or a "related person" to a "substantial user".

**"Outstanding"** means, when used with reference to the Bonds at any date as of which the amount of outstanding Bonds is to be determined, all Bonds that have been authenticated and delivered by the Trustee hereunder, except:

- (a) Bonds cancelled or delivered for cancellation at or prior to such date;
- (b) Bonds deemed to be paid in accordance with **Section 5.2** hereof;
- (c) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the Holders of a specified percentage of Outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer or the Company; provided, however, that for purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being outstanding only Bonds known by the Trustee by actual notice thereof to be so held; provided further, that if all of the

Bonds are at any time held by or for the account of the Company, then such Bonds shall be deemed Outstanding at such time for the purposes of this subparagraph (c).

**"Participant"** means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

**"Paying Agent"** means Wilmington Trust, National Association, and its successors appointed and serving under this Indenture.

**"Permitted Investments"** means any one or more of the following investments, if and to the extent the same are then legal investments under the applicable laws of the State for moneys proposed to be invested therein:

(a) Government Obligations;

(b) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies, instrumentalities or other entities, established by an Act of Congress or otherwise, including but not limited to the entities listed below, provided such obligations are backed by the full faith and credit of the United States of America:

- (i) U.S. Export-Import Bank,
- (ii) Farmers Home Administration,
- (iii) Federal Financing Bank,
- (iv) Federal Housing Administration Debentures,
- (v) General Services Administration,
- (vi) Aid for International Development,
- (vii) Government National Mortgage Association,
- (viii) U.S. Maritime Administration,
- (ix) U.S. Department of Housing and Urban Development,
- (x) Resolution Funding Corporation, and
- (xi) Small Business Administration;

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies, instrumentalities, corporations or other entities, established by an Act of Congress or otherwise:

- (i) Federal Home Loan Bank System,

- (ii) Federal Home Loan Mortgage Corporation,
- (iii) Federal National Mortgage Association,
- (iv) Student Loan Marketing Association,
- (v) Financing Corporation,
- (vi) Federal Farm Credit Banks,
- (vii) Private Export Funding Corp,
- (viii) Tennessee Valley Authority, and
- (ix) Inter-American Development Bank;

(d) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G, AAAm, or AAm and if rated by Moody's of Aaa, Aa1 or Aa2;

(e) certificates of deposit issued by commercial banks, savings and loan associations or mutual savings banks that are secured at all times by collateral described in (a) , (b), or (c) above, provided that the Trustee has a perfected security interest in the collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by the FDIC, including the DIF (Deposit Insurance Fund);

(g) commercial paper issued under Section 3(a)3 of the Securities Act of 1933 that have original maturities no longer than 270 days, rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P;

(h) Direct general obligations of any state of the United States or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated in one of the three highest rating categories by at least one Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated, or revenue bonds of any state of the United States, state agency or political subdivision or entity thereof rated in one of the two highest rating categories by at least one Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) (any such securities are without regard to exemption of interest from federal taxation);

(i) Pre-refunded or collateralized municipal obligations rated "AAA" by S&P or Fitch or "Aaa" by Moody's meeting the following requirements:

(i) the municipal obligations are (A) not subject to redemption prior to maturity or (B) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions,

(ii) the municipal obligations are secured by cash or Government Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations,

(iii) the principal of and interest on the Government Obligations (plus any cash in any established escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification"),

(iv) the cash or Government Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for the owners of the municipal obligations,

(v) no substitution of a Government Obligation shall be permitted except with another Government Obligation and upon delivery of a new Verification, and

(vi) the cash or Government Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent;

(j) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P;

(k) repurchase agreements that provide for the transfer of securities from a dealer or bank or financial institution (seller/borrower) to the Issuer, or the Trustee on its behalf (buyer/lender), and the transfer of cash from the Issuer, or the Trustee on its behalf, to the dealer, bank or financial institution with an agreement that the dealer or bank will repay the cash plus the yield to the Issuer, or the Trustee on its behalf, in exchange for the securities at a specified date provided that such repurchase agreements satisfy the following criteria:

(i) the repurchase agreement must be between the Issuer, or the Trustee on its behalf, and a primary dealer listed on the Federal Reserve reporting dealer list that falls under the jurisdiction of the SIPC, a bank, or financial institution and that is rated "A" or better (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by at least one of S&P, Moody's, or Fitch,

(ii) the repurchase agreement must be in writing and include the following (1) the securities that are acceptable for transfer are of the type listed in

(a), (b) or (c) above, (2) the term of the repurchase agreement may not exceed the term of the bonds, (3) the collateral must be delivered to the Issuer, the Trustee (if the Trustee is not supplying the collateral) or a third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of securities), and (4) the securities must be valued no less than weekly, marked-to-market at current market price, of the amount of cash transferred by the Issuer, or the Trustee on its behalf, to the dealer, bank or financial institution under the repurchase agreement plus accrued interest. If the value of the collateral drops below the minimum defined percentage of the value of the cash transferred by the Issuer, or the Trustee on its behalf, then additional cash and/or acceptable securities must be transferred to adjust the minimum requirement. The value of the collateral, in the case securities of the type described in section (a) above are pledged, must be equal to 102%, and in the case where securities of the type described in sections (b) and (c) above are pledged, collateral must be equal to 103%, and

(l) forward purchase agreements by a financial institution rated at the time of execution by any Rating Agency in one of three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise). Securities eligible for delivery under the agreement will include those described in sections (a), (b), (c) or (g) above. Any Forward Purchase Agreement must be accompanied by a bankruptcy opinion that the securities delivered will not be considered part of the bankruptcy estate in the event of a declaration of bankruptcy or insolvency by the provider;

(m) investment agreements with banks that at the time such agreement is executed are rated by any Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) or investment agreements with non-bank financial institutions or vehicles if all of the unsecured, direct long-term debt of either the non-banking financial institution, vehicle, or the related guarantor of such non-bank financial institution or vehicle is rated by any Rating Agency at the time such agreement is executed in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (i) if such non-bank financial institutions, vehicles, or related guarantor have no outstanding long-term debt that is rated, all of the short-term debt of either the non-banking financial institution, vehicle, or the related guarantor of such non-bank financial institution is rated by any Rating Agency in the highest rating category (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by such Rating Agency or (ii) such non-bank financial institution, vehicle, or the related guarantor has a claims paying ability rated by any Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numeral modifier or otherwise); provided that if at any time after purchase the provider of the investment agreement drops below the three highest rating categories assigned by such Rating Agency, the investment agreement must, within 30 days, either (1) be assigned to a provider rated in one of the three highest rating categories, or (2) be secured by the

provider with collateral securities described in clause (a), (b) and (c) above, the fair market value of which, in relation to the amount of the investment agreement including principal and interest, is equal to at least 102%;

(n) time deposits of any bank domiciled in the United States or of a foreign bank with a branch in the United States which has combined capital, surplus and undivided profits of at least \$500 million, so long as the long-term un-secured debt rating of the issuing bank is within one of the three highest rating categories (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) by S&P, Moody's, or Fitch;

(o) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following entities which, at the time of purchase, are rated in one of the two highest rating categories by at least one Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise):

- (i) International Bank for Reconstruction and Development,
- (ii) Inter-American Development Bank,
- (iii) Nordic Investment Bank,
- (iv) Asian Development Bank,
- (v) Caribbean Development Bank,
- (vi) African Development Bank; and

Maturities on the above securities shall not exceed 365 days and all rating requirements and/or percentage restrictions are based on the time of purchase.

**"Person"** means any natural person, firm, partnership, association, corporation, limited liability company or public body.

**"Project"** shall have the meaning set forth in the preambles to this Indenture.

**"Purchase Agreement"** means the Purchase Contract, dated March 15, 2013, by and among the Issuer, the Company and the Underwriter.

**"Rating Agency"** means any of Fitch, Moody's or S&P, and any other nationally recognized securities rating agency which maintains a rating on the Bonds.

**"Record Date"** means the Trustee's close of business on the first (1st) day of the calendar month in which the Interest Payment Date occurs, regardless of whether such day is a Business Day.

**"Refunding Bonds"** has the meaning set forth in **Section 2.12** hereof.

**"Register"** means the register of the record Holder or Holders of the Bonds that is maintained by the Registrar.

**"Registrar"** means the Trustee.

**"Related Person"** with reference to any Substantial User, means a "related person" within the-meaning of Section 147(a)(2) of the Code.

**"Repayments"** means all amounts required to be paid by the Company to the Issuer (and the Trustee, as the assignee of the Issuer) pursuant to Section 5.2 of the Agreement.

**"Reserved Rights"** means the rights of the Issuer pursuant to Sections 5.2(b), 5.2(c), 8.1, 8.6, 8.7, 12.6 and 12.7 of the Agreement and the rights of the Issuer pursuant to other sections of the Agreement providing that notices, reports and other statements be given to the Issuer and that specified consents be obtained from the Issuer.

**"S&P"** means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc., its successors and their assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company with the approval of the Issuer, by notice to the Trustee.

**"Securities Depository"** means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book Entry System with respect to the Bonds.

**"Securities Depository Nominee"** means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Register the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book Entry System.

**"State"** means the State of Florida.

**"Substantial User"** means, with respect to any "facilities" (as the term "facilities" is used in Section 144(a) of the Code), a "substantial user" of such "facilities" within the meaning of Section 147(a) of the Code.

**"Trustee"** means Wilmington Trust, National Association, as trustee hereunder, and any successor trustee appointed under this Indenture.

**"Trust Estate"** shall have the meaning set forth in the Granting Clauses of this Indenture.

**"U.C.C."** means the Uniform Commercial Code of the State as now in effect or hereafter amended.

**"Underwriter"** means Citigroup Global Markets Inc.

**Section 1.2 Rules of Construction.** Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Indenture:

(a) All terms defined in the Agreement and not defined herein shall have the meaning ascribed thereto in the Agreement.



(b) Words importing the singular number shall include the plural number and vice versa.

(c) The table of contents, captions, and headings herein are for convenience of reference only and shall not constitute a part of this Indenture nor shall they affect its meaning, construction or effect.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(e) All references in this Indenture to particular Articles or Sections are references to Articles or Sections of this Indenture, unless otherwise indicated.

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**ARTICLE II**  
**FORM, EXECUTION, AUTHENTICATION,**  
**DELIVERY AND REGISTRATION OF BONDS**

**Section 2.1 Form of Bonds.** No Bonds may be issued under the provisions of this Indenture except in accordance with the provisions of this Article. The Bonds shall be registered as to principal and interest in Authorized Denominations as set forth in **Section 2.7** hereof and shall be substantially in the form hereinafter set forth, with such appropriate omissions and insertions or variations as are permitted or required by this Indenture and with such additional changes as may be necessary or appropriate to comply with the terms of the sale of the Bonds, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

**Section 2.2 Details of Bonds.** The Bonds shall be executed and delivered by the duly qualified and authorized Chairman or Vice Chairman of the Issuer, either manually or with his facsimile signature, and the official seal of the Issuer, or a facsimile thereof, shall be impressed, affixed or imprinted on the Bonds and attested by the manual or facsimile signature of the Secretary. If any officer whose signature appears on any Bond ceases to hold office before the delivery of such Bonds, his signature shall nevertheless be valid and sufficient for all purposes, and also any Bond may bear the signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although as of the date of such Bond such persons may not have been such officers. The Bonds shall bear the following legend:

**THIS BOND SHALL BE A LIMITED OBLIGATION OF THE ISSUER. THIS BOND AND THE INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE AN INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE ISSUER, THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE, THE CITY OR ANY SUCH POLITICAL SUBDIVISION OR AGENCY. THE ISSUER HAS NO TAXING POWER. THIS BOND, PREMIUM, IF ANY, AND THE INTEREST HEREON ARE PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE, ALL AS DESCRIBED IN AND SUBJECT TO LIMITATIONS SET FORTH IN THE INDENTURE.**

The Bonds shall be issued as term Bonds, bearing interest at the rates and maturing on the dates as set forth below:

<b>Maturity (November 15)</b>	<b>Principal Amount Maturing</b>	<b>Interest Rate</b>
2026	\$12,665,000	5.000%
2036	29,655,000*	5.000%

\* Final Maturity

The Bonds are not subject to mandatory sinking fund redemption.

The Bonds are issuable in Authorized Denominations. Both the principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America on their respective dates of payment. Principal of the Bonds shall be payable upon maturity or earlier redemption upon presentation and surrender thereof at the trust office of the Trustee. Payment of the interest on each Bond is payable by check or draft drawn upon the Trustee and mailed on the due date to the registered owner at his address as it appears on the bond registration books on the Record Date.

The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each maturity thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Certain of the provisions of **Sections 2.4, 2.5 and 2.9** hereof shall not be applicable to Bonds registered to Cede & Co. or any other nominee.

With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Indirect Participant (as such terms are defined in the disclosure applicable to DTC). Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a registered owner, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective registered owners, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such

payment shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, the Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the Beneficial Owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names registered owners transferring or exchanging the Bond shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Indenture, so long as any Bonds remain issued and outstanding under this Indenture, the parties hereto will be bound at all times by the applicable procedures of the Securities Depository with respect to such Bonds.

**Section 2.3 Authentication of Bonds.** Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth, duly, manually executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bonds shall be deemed to have been duly executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

**Section 2.4 Registration and Exchange of Bonds.** The Bonds shall be registered as to principal and interest in accordance with the provisions endorsed thereon. At the request of a Bondholder, the Issuer shall make provision for the exchange of the Bonds held by such Bondholder for a Bond or Bonds of different denominations, but in Authorized Denominations, but with the same maturity and interest rate, in an aggregate principal amount not exceeding the principal amount of the Bonds tendered for exchange, without cost to such Bondholder except for costs of printing or engraving and for a sum sufficient to pay any tax, fee or governmental charge that may be imposed with respect thereto; provided, however, that with respect to any such request for an exchange of Bonds previously exchanged by any such Bondholder, the

Trustee may recover reasonable expenses sufficient to reimburse it for all expenses incurred in connection with the issuance of such new Bonds. Such charge or charges shall be paid before any such new Bonds shall be delivered.

**Section 2.5 Transfer of Bonds.** The Bonds may be transferred, and title thereto shall pass, only in the manner provided in the provisions for registration set forth in the form of the Bonds in **Section 2.8** of this Indenture. The Issuer has appointed and hereby appoints the Trustee as initial Registrar to keep the books for the registration and for the transfer of Bonds as provided in this Indenture. The Registrar may be changed from time to time with the consent of the Company and by resolution duly adopted by the Issuer and upon due notice to the Trustee. All fully registered Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Trustee), 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 Trustee, duly executed by the registered owner or by his attorney duly authorized in writing. No charge shall be made for the transfer and registration of the Bonds except for a sum sufficient to pay any tax, fee or governmental charge that may be imposed with respect thereto.

Neither the Issuer nor the Trustee shall be required to register, convert or transfer any Bonds during the period between Record Date and the immediately next succeeding Interest Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, after the Record Date for such redemption to the redemption date.

**Section 2.6 Ownership of Bonds.** The Persons in whose names the Bonds shall be registered shall be deemed and regarded as the absolute owners thereof for all purposes, and payment of or on account of the principal of any such Bonds and the interest on any such Bonds shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bonds, including the interest thereon to the extent of the sum or sums so paid.

**Section 2.7 Authorization of Bonds.** There shall be issued under and secured by this Indenture, the Bonds in the aggregate principal amount of Forty Two Million Three Hundred Twenty Thousand and No/100 Dollars \$42,320,000 for the principal purpose of refunding and redeeming in full the outstanding principal amount of, plus accrued interest and premium, if any, on the Refunded Bonds. The Bonds shall be designated the "Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project) Series 2013 of the City of Orlando, Florida," and shall be dated their initial date of delivery.

Interest on the outstanding principal balance of the Bonds shall be payable at the rates (computed on the basis of a year containing 360 days of twelve 30-day months) shown on the cover page of the offering document for the Bonds. Such interest shall be payable semiannually on each Interest Payment Date. The Bonds shall mature in the years and in the principal amounts as set forth in the Bonds.

After execution, the Bonds shall be deposited with the Trustee for authentication, but before authentication and delivery by the Trustee there shall be filed with the Trustee the following:

(a) Copies of the resolution of the Issuer approving the issuance of the Bonds, certified by its Secretary or Assistant Secretary;

(b) Executed counterparts of this Indenture, the Agreement, the Facility Lease Agreements, the Escrow Deposit Agreement and the Mortgage;

(c) An opinion of counsel to the Issuer, in form and substance satisfactory to Bond Counsel, substantially to the effect that the execution and delivery of the Agreement, the Escrow Deposit Agreement, the Bonds and this Indenture have been duly authorized by the Issuer, that the Agreement, the Bonds, the Escrow Deposit Agreement and this Indenture are in the form so authorized and have been duly executed and delivered by the Issuer, that, assuming proper authorization and the execution and delivery of the Agreement by the Company and the Trustee and of this Indenture by the Trustee, and of the Escrow Deposit Agreement by the Escrow Agent, the Agreement, the Escrow Deposit Agreement, the Bonds and this Indenture are valid and binding agreements of the Issuer, enforceable in accordance with their respective terms, and such other matters as the Trustee may reasonably require;

(d) An opinion of counsel for the Company, in form and substance satisfactory to Bond Counsel, relating to the due authorization, execution and delivery of the Agreement, the Facility Lease Agreements, the Escrow Deposit Agreement and the Mortgage and other documents related thereto by the Company, the enforceability of such agreements, the lack of conflict with other documents to which the Company is subject, the lack of pending or, to the knowledge of such counsel, threatened litigation, and such other matters as the Issuer may reasonably require;

(e) An opinion of Bond Counsel addressed to the Issuer, and with a reliance letter delivered to the Trustee and the Company, stating that such counsel is of the opinion that, under existing law, the interest on the Bonds is excludable from gross income for federal income tax purposes; and

(f) The Form 8038.

Upon receipt of these documents, the Trustee shall authenticate, register and deliver the Bonds to or upon the direction of the Underwriter, but only upon payment to the Trustee of the purchase price of the Bonds, together with accrued interest, if any, thereon. Payment of the purchase price of the Bonds by the Underwriter and delivery of the Opinion of Bond Counsel shall constitute proof that the conditions set forth above have been met to the satisfaction of the Underwriter and Bond Counsel.

**Section 2.8 Form of Bond.** The form of the Bonds, the Trustee's authentication certificate to be endorsed on the Bonds and the provisions for registration are to be substantially in the following form with appropriate omissions and insertions or variations permitted or authorized as hereinafter provided:

(Form of Bond)

AS PROVIDED IN THE INDENTURE REFERRED TO HEREIN, UNTIL THE TERMINATION OF REGISTERED OWNERSHIP OF ALL OF THE BONDS THROUGH THE DEPOSITORY TRUST COMPANY (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE INDENTURE, THE "SECURITIES DEPOSITORY"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE INDENTURE TO THE CONTRARY, THE PRINCIPAL SUM OUTSTANDING UNDER THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE TRUSTEE. THE SECURITIES DEPOSITORY OR A TRANSFEREE OR ASSIGNEE OF THE SECURITIES DEPOSITORY OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL SUM INDICATED HEREON AS THE PRINCIPAL SUM HEREOF OUTSTANDING AND TO BE PAID. THE PRINCIPAL OUTSTANDING AND TO BE PAID ON THIS BOND SHALL FOR ALL PURPOSES BE THE AMOUNT INDICATED ON THE BOOKS OF THE TRUSTEE.

REGISTERED  
NO. R-2013-\_\_\_\_\_

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

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
GREATER ORLANDO AVIATION AUTHORITY,  
SPECIAL PURPOSE AIRPORT FACILITIES REVENUE REFUNDING BONDS  
(JETBLUE AIRWAYS CORPORATION PROJECT)  
SERIES 2013 OF THE CITY OF ORLANDO, FLORIDA

**Interest  
Rate:**

\_\_\_\_\_%

**Maturity Date:**

**Dated Date:**

April 11, 2013

**CUSIP NO.:**

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED THOUSAND AND  
00/100\*\*\*\*DOLLARS (\$\_\_\_\_\_)

GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as the "Issuer"), an agency of the City of Orlando, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns, but solely from the Pledged Funds hereinafter described, on the Maturity Date identified above (or earlier as hereinafter provided), upon presentation and surrender hereof at the trust office of the Trustee (hereinafter mentioned), the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is the legal tender for the payment of public and private debts, and to pay, solely from such Pledged Funds (as defined herein), in like coin and currency, interest on the outstanding principal sum hereof from the Dated Date shown above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, such interest being computed on the

basis of a year containing 360 days, or twelve 30-day months, until payment of the principal sum, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the fifteenth day of May and the fifteenth day of November of each year, commencing on November 15, 2013. Interest will be paid by check or draft mailed on the due date to the Registered Owner hereof at his address as it appears on the registration books of the Issuer maintained by Wilmington Trust, National Association, 1100 North Market Street, Wilmington, Delaware 19890, as Paying Agent, Registrar and Trustee (the "Trustee") at the close of business on the 1<sup>st</sup> day (whether or not a business day) of the month in which the interest payment date occurs (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date (which date shall also be the date for the payment of such defaulted interest) as established by notice by deposit in the U.S. Mail, postage prepaid, by the Issuer to the Registered Owners of Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the persons in whose name the Bonds are registered at the close of business on the fifth (5th) day (whether or not a business day) preceding the date of mailing. In the case of a Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds, upon the written request of such Bondholder to the Trustee, received on or prior to a Record Date, specifying the account or accounts to which any such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Bondholder by an instrument in writing delivered to the Trustee.

In no event shall the sum of all interest and all other amounts deemed or treated as interest under Florida law and payable hereunder exceed the maximum lawful rate of interest allowed to be charged in the State of Florida under Florida law, or federal law to the extent it preempts Florida law.

This Bond is one of an authorized issue of bonds in the initial aggregate principal amount of \$42,320,000 (the "Bonds") of like date, tenor and effect, except as to number, maturity date and interest rate, issued under and by virtue of the authority contained in and conferred by the Constitution and laws of the State of Florida, including particularly Chapter 98-492, Special Laws of Florida 1998, as amended and Part II of Chapter 159, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), for the purpose of refunding and redeeming in full the outstanding principal amount of, plus accrued interest and premium, if any, on, the Refunded Bonds (as defined in the Indenture). The Refunded Bonds were issued for the purpose of financing the acquisition and construction of the Project (as defined in the Indenture). This Bond is also issued pursuant to and subject to the provisions, terms and conditions of a Resolution adopted by the Issuer on January 16, 2013 (the "Resolution"), and an Indenture of Trust dated as of April 1, 2013, between the Issuer and the Trustee (the "Indenture"). Reference is hereby made to the Resolution and the Indenture for the provisions, among others, with respect to the and custody and application of the proceeds of the Bonds, the collection and disposition of the revenues derived from the Loan Agreement dated as of April 1, 2013, among the Issuer, the Company and the Trustee (as amended, modified and supplemented from time to time, the "Agreement") relating to the loan of funds from the Issuer to the Company to refinance the cost of the Project, the funds charged with and pledged to the payment of the principal of and interest



on this Bond and the nature and extent of such security, the terms and conditions under which this Bond may be issued or transferred, the rights duties and obligations of the Issuer, the rights of the Registered Owner of this Bond and the provisions regulating the manner in which the terms of this Bond and the rights of the Registered Owner hereof may be modified, to all of which provisions the Registered Owner hereby assents by acceptance hereof.

**THIS BOND, AS TO BOTH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST, IS PAYABLE SOLELY FROM AND SECURED BY (i) A LIEN ON CERTAIN REVENUES DERIVED FROM THE LOAN FROM THE ISSUER TO THE COMPANY UNDER AND PURSUANT TO THE AGREEMENT AND OTHER MONEYS PLEDGED THEREFOR, WHICH IS SECURED BY THE LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING DATED AS OF APRIL 1, 2013, BETWEEN THE COMPANY, AS MORTGAGOR, AND THE TRUSTEE, AS MORTGAGEE (THE "MORTGAGE") SECURING THE PAYMENT OBLIGATIONS OF THE COMPANY THEREUNDER, AND (ii) CERTAIN OTHER RIGHTS, ALL AS DESCRIBED IN THE INDENTURE (THE AMOUNTS AND COLLATERAL DESCRIBED IN (i) AND (ii) ABOVE ARE COLLECTIVELY REFERRED TO HEREIN AS THE "PLEDGED FUNDS"). NEITHER THE REVENUES OF THE ISSUER, AS DEFINED IN THE ISSUER'S BOND RESOLUTION, DATED AS OF SEPTEMBER 17, 2008, AS AMENDED, NOR THE RESERVED RIGHTS OF THE ISSUER ARE PLEDGED FUNDS, AND NEITHER WILL BE PLEDGED OR AVAILABLE FOR, OR WILL BE APPLIED TO, THE REPAYMENT OF THE BONDS.**

**THIS BOND SHALL BE A LIMITED OBLIGATION OF THE ISSUER. THIS BOND AND THE INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE AN INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE ISSUER, THE STATE, THE CITY OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE, THE CITY OR ANY SUCH POLITICAL SUBDIVISION OR AGENCY. THE ISSUER HAS NO TAXING POWER. THIS BOND, PREMIUM, IF ANY, AND THE INTEREST HEREON ARE PAYABLE SOLELY FROM AND SECURED BY THE TRUST ESTATE, ALL AS DESCRIBED IN AND SUBJECT TO LIMITATIONS SET FORTH IN THE INDENTURE.**

It is hereby certified, recited and declared 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 constitution and laws of the State of Florida applicable thereto and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond is and has all the qualities and incidents of a negotiable instrument under the law merchant and the Uniform Commercial Code-Investment Securities Law of the State of Florida.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication endorsed hereon shall have been signed by the Trustee.

This Bond shall be governed by and interpreted in accordance with the laws of the State of Florida.

**NEITHER THE MEMBERS OF THE ISSUER, THE CITY, NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY HEREON OR BE SUBJECT TO LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE HEREOF.**

**IN WITNESS WHEREOF**, the City of Orlando, Florida, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and countersigned by the manual or facsimile signature of the Chairman of the Greater Orlando Aviation Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the City Clerk, all as of the 11<sup>th</sup> day of April, 2013.

(SEAL)

**THE CITY OF ORLANDO, FLORIDA**

ATTESTED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Buddy Dyer, Mayor

By: \_\_\_\_\_  
Alana Brenner, City Clerk

**GREATER ORLANDO AVIATION  
AUTHORITY**

By: \_\_\_\_\_  
Chairman

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds designated in and executed under the provisions of the within mentioned Indenture.

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Trustee

Date of Authentication:

By: \_\_\_\_\_  
Authorized Officer

**REDEMPTION PROVISIONS**

**Optional Redemption.** The Bonds are subject to redemption at the option of the Issuer, as directed by the Company, prior to maturity, in whole or in part, at any time on or after May 15, 2023 at 100% of the principal amount of such Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

**Extraordinary Optional Redemption.** The Bonds are subject to redemption in whole, or if only one Facility is damaged or taken or otherwise will not continue to be used, or if only a portion of the Bonds must be redeemed as provided in (f) below, in part, at the direction of the Company given pursuant to Section 11.1(a) of the Agreement, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of any of the following events:

(a) the Hangar Facility, or the Training Facility or both shall have been damaged or destroyed to such an extent that in the judgment of the Company (A) it cannot reasonably be restored within a period of three (3) consecutive months to the condition thereof immediately preceding such damage or destruction, (B) the Company is thereby prevented from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months, or (C) it would not be economically feasible for the Company to replace, repair, rebuild or restore the same;

(b) title in and to, or the temporary use of, all or substantially all of the Hangar Facility or the Training Facility or both shall have been taken under the exercise of the power of eminent domain by any governmental authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Company, results in the Company being prevented thereby from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months);

(c) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), either of the Facility Lease Agreements shall have become void or unenforceable or

impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(d) the Company ceases operations at the Hangar Facility or the Training Facility or both or determines that it is in the best interest of the Company to close the Hangar Facility or the Training Facility or both, provided however, that such right of extraordinary optional redemption shall not effect the obligations of the Company under any other agreements or instruments related to the Company's operations or activities at the Airport;

(e) legal curtailment of the Company's use and occupancy of all or substantially all of the Hangar Facility or the Training Facility or both for any reason other than that set forth in (b) above, which curtailment shall, in the judgment of the Company, prevent the Company from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months; or

(f) if the Company has delivered to the Trustee and the Issuer an opinion of Bond Counsel substantially to the effect that (i) a failure so to redeem the Bonds (or the relevant portion thereof) may adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof pursuant to Section 103 of the Code and (ii) redemption of the Bonds in the amount set forth in such opinion (but in no smaller amount than that set forth in such opinion) would permit the continuance of any exclusion so afforded under Section 103 of the Code.

If only the Hangar Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 48% of the Outstanding Bonds may be redeemed, and if only the Training Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 52% of the Outstanding Bonds may be redeemed.

**Mandatory Redemption.** The Bonds are subject to mandatory redemption in whole at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date on any Business Day for which the requisite notice of redemption can be given within forty-five (45) days after the occurrence of a Determination of Taxability; provided, however, if mandatory redemption on account of a Determination of Taxability of less than all the Bonds would result, in the Opinion of Bond Counsel, in the interest on the Bonds Outstanding following such mandatory redemption not being includable in the gross income of the Holders of such Bonds Outstanding, then the Bonds are subject to mandatory redemption upon the occurrence of a Determination of Taxability in the amount specified in such opinion, provided that such redemption must be in an Authorized Denomination.

Reference is hereby made to the Indenture for provisions related to the selection of Bonds to be redeemed and notice of optional redemption.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_ (the "Transferor"), hereby sells, assigns and transfers unto \_\_\_\_\_ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF TRANSFeree

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ as attorney to register the transfer of the within Bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

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NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a member firm of any other recognized national securities exchange or a commercial bank or a trust company.

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Registered Owner

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name 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 Federal Employee Identification Number of the Transferee is supplied.

(End of Bond Form)

**Section 2.9 Mutilated, Destroyed or Lost Bonds.** In case any Bond shall become mutilated or be improperly canceled or be destroyed, stolen or lost, the Trustee may, in its discretion, authorize the issuance, registration and delivery of a new Bond of like tenor as the Bond so mutilated, improperly canceled, destroyed, stolen or lost, in exchange and substitution for such mutilated or improperly canceled Bond or in lieu of and substitution for the Bond destroyed, stolen or lost. The Issuer or the Trustee may require the Holder to furnish the Issuer and the Trustee proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Trustee, to give the Issuer and the Trustee an indemnity bond in such amount as either of them may require, and to comply with such other reasonable regulations and conditions as they prescribe and pay such expenses as they may incur, all as a condition precedent to the issuance, registration and authentication of such duplicate Bond. All such Bonds shall be canceled by the Trustee and held for the account of the Issuer. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may cause the same to be paid upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section shall constitute original, contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone. Such duplicate Bonds shall in all respects, except for the number, be identical with those replaced except that they shall bear on their face the following additional clause:

"This Bond is issued to replace a lost, stolen, mutilated, canceled or destroyed Bond."

Such duplicate Bonds shall be signed by authorized officers of the Issuer. Such duplicate Bonds shall be entitled to equal proportionate benefits and rights as provided herein with all other Bonds issued hereunder, the obligations upon the original Bonds and the rights of the Holder being the same as those conferred by the original Bonds.

**Section 2.10 Ratably Secured.** Bonds issued hereunder are and are to be, to the extent provided in this Indenture, equally and ratably secured by this Indenture without preference, priority or distinction on account of the actual time or times of the authentication, delivery or maturity of the Bonds so that subject as aforesaid, all Bonds at any time Outstanding shall have the same right, lien and preference under and by virtue of this Indenture and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date hereof, whether the same, or any of them, shall actually be disposed of at such date, or whether they, or any of them, shall be disposed of at some future date.

**Section 2.11 No Personal Liability.** No recourse shall be had for the enforcement of any obligation, promise or agreement of the Issuer contained herein or in the Bonds or the other Bond Documents to which the Issuer is a party or for any claim based hereon or thereon or otherwise in respect hereof or thereof against any director, member, officer, agent, attorney or employee, as such, in his/her individual capacity, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or

penalty or otherwise. No personal liability whatsoever shall attach to, or be incurred by, any member, director, officer, agent, attorney or employee as such, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity, under or by reason of any of the obligations, promises or agreements entered into in the Bonds or between the Issuer and the Trustee, whether herein contained or to be implied herefrom as being supplemental hereto; and all personal liability of that character against every such director, member, officer, agent, attorney and employee is, by the execution of this Indenture and as a condition of, and as part of the consideration for, the execution of this Indenture, expressly waived and released.

**Section 2.12 Refunding Bonds.** The Issuer, in addition to the Bonds authorized to be executed, authenticated and delivered pursuant to the other provisions of this Article II, may execute and deliver to the Trustee, and the Trustee shall thereupon authenticate and deliver to the purchasers thereof upon the written order of an Authorized Officer of the Authority, refunding bonds (the "Refunding Bonds") for the purpose of refunding all of the Bonds issued under the provisions of this Indenture, but only upon delivery to the Trustee of the following:

(a) Copies of the resolution of the Issuer approving the issuance of the Refunding Bonds, certified by its Secretary or Assistant Secretary (which shall include a loan commitment from the Company);

(b) An executed supplemental indenture setting forth, among other things, the interest rate, maturity dates, redemption provisions, establishment of the funds and accounts and any other provisions relating to such Refunding Bonds;

(c) An opinion of Bond Counsel, to the effect that the issuance of such Refunding Bonds will not adversely affect the exclusion of interest on any of the Bonds then Outstanding from the gross income of the Holders thereof for federal income tax purposes; and

(d) Such other documents, instruments or opinions as the Trustee or Bond Counsel may require.

Notwithstanding anything in this Section 2.12 to the contrary, (i) the issuance of Refunding Bonds by the Issuer must be in compliance with the Issuer's Bond Resolution as codified on September 17, 2008, as amended, including in particular Section 722 thereof, and other applicable laws and agreements; and (ii) unless specifically set forth in a supplemental indenture relating to the issuance of Refunding Bonds, all other terms and provisions in this Indenture shall apply to such Refunding Bonds.

### ARTICLE III REDEMPTION PROVISIONS

**Section 3.1 Optional Redemption.** The Bonds are subject to redemption at the option of the Issuer, as directed by the Company, prior to maturity, in whole or in part at any time on or after May 15, 2023 at 100% of the principal amount of such Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

**Section 3.2 Extraordinary Optional Redemption.** The Bonds are subject to redemption in whole, or if only one Facility is damaged or taken or otherwise will not continue to be used, or if only a portion of the Bonds must be redeemed as provided in (f) below, in part, at the direction of the Company given pursuant to Section 11.1(a) of the Agreement, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of any of the following events:

(a) the Hangar Facility, or the Training Facility or both shall have been damaged or destroyed to such an extent that in the judgment of the Company (A) it cannot reasonably be restored within a period of three (3) consecutive months to the condition thereof immediately preceding such damage or destruction, (B) the Company is thereby prevented from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months, or (C) it would not be economically feasible for the Company to replace, repair, rebuild or restore the same;

(b) title in and to, or the temporary use of, all or substantially all of the Hangar Facility or the Training Facility or both shall have been taken under the exercise of the power of eminent domain by any governmental authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Company, results in the Company being prevented thereby from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months);

(c) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), either of the Facility Lease Agreements shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(d) the Company ceases operations at the Hangar Facility or the Training Facility or both or determines that it is in the best interest of the Company to close the Hangar Facility or the Training Facility or both, provided however, that such right of extraordinary optional redemption shall not effect the obligations of the Company under any other agreements or instruments related to the Company's operations or activities at the Airport;

(e) legal curtailment of the Company's use and occupancy of all or substantially all of the Hangar Facility or the Training Facility or both for any reason other than that set forth in



(b) above, which curtailment shall, in the judgment of the Company, prevent the Company from carrying on its normal operations at the Hangar Facility or the Training Facility or both for a period of three (3) consecutive months; or

(f) if the Company has delivered to the Trustee and the Issuer an opinion of Bond Counsel substantially to the effect that (i) a failure so to redeem the Bonds (or the relevant portion thereof) may adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof pursuant to Section 103 of the Code and (ii) redemption of the Bonds in the amount set forth in such opinion (but in no smaller amount than that set forth in such opinion) would permit the continuance of any exclusion so afforded under Section 103 of the Code.

If only the Hangar Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 48% of the Outstanding Bonds may be redeemed, and if only the Training Facility is damaged, taken or otherwise unusable, then at the option of the Company, all, none or 52% of the Outstanding Bonds may be redeemed.

**Section 3.3 Mandatory Redemption.** The Bonds are subject to mandatory redemption in whole at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date on any Business Day for which the requisite notice of redemption can be given within forty-five (45) days after the occurrence of a Determination of Taxability; provided, however, if mandatory redemption on account of a Determination of Taxability of less than all the Bonds would result, in the Opinion of Bond Counsel, in the interest on the Bonds Outstanding following such mandatory redemption not being includable in the gross income of the Holders of such Bonds Outstanding, then the Bonds are subject to mandatory redemption upon the occurrence of a Determination of Taxability in the amount specified in such opinion, provided that such redemption must be in an Authorized Denomination.

**Section 3.4 Selection of Bonds to be Redeemed.** If less than all the Outstanding Bonds of a maturity shall be called for redemption, the Trustee, acting upon the written direction of the Company, shall select and call Bonds for redemption in accordance with its ordinary trust operations procedures. If the Bonds are held in the Book Entry System, such selection and call shall be in such manner and pursuant to the rules and procedures of the Securities Depository. Any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If there shall be called for redemption less than the principal amount of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the Holder thereof in exchange for the unredeemed principal amount of such Bond at the option of such Holder, Bonds in Authorized Denominations or, if the Bonds are held in the Book Entry System, the Securities Depository shall, acting pursuant to its rules and procedures, reflect in said system the partial redemption and the Trustee shall (i) either exchange the Bond or Bonds held by the Securities Depository for a new Bond or Bonds in the appropriate principal amount, if such Bond is presented to the Trustee by the Securities Depository, or (ii) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of the Bonds held by such Securities Depository.

**Section 3.5 Notice of Optional Redemption.** The Company shall exercise its option to prepay Repayments (and thereby cause a redemption of Bonds) by giving written notice to the Trustee and the Paying Agent, not less than forty-five (45) days prior to the date selected for redemption. Notice of redemption shall be mailed by the Trustee by first-class mail, postage prepaid, at least thirty (30) days before the redemption date to each Holder of the Bonds to be redeemed in whole or in part at his/her last address appearing on the Register, but no defect in or failure to give such notice of redemption shall affect the validity of the redemption. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. All Bonds properly called for redemption will cease to bear interest on the date fixed for redemption, provided Eligible Funds for their redemption have been duly deposited with the Trustee and, thereafter, the Holders of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

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## ARTICLE IV FUNDS

**Section 4.1 Establishment and Use of Bond Fund.** There is hereby created and established with the Trustee the Bond Fund. There shall be deposited in the Bond Fund (a) all Repayments specified in the Agreement to be deposited in the Bond Fund, including all proceeds resulting from the enforcement of the Trust Estate or its realization as collateral and (b) all other moneys received by the Trustee under the Agreement for deposit by it in the Bond Fund.

Moneys in the Bond Fund shall be held in trust for the Holders and, except as otherwise expressly provided herein, shall be used solely for the payment of the interest on the Bonds and for the payment of principal of and premium, if any, on the Bonds upon maturity, whether stated or accelerated, or upon mandatory or optional redemption.

The Issuer hereby authorizes and directs the Trustee, and the Trustee hereby agrees, to withdraw and make available at a corporate office of the Paying Agent sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable.

After payment in full of the Bonds, and the payment of all other amounts owing hereunder, any amounts remaining in the Bond Fund shall be paid to the Company.

**Section 4.2 Establishment and Use of Costs of Issuance Fund.** There is hereby created and established with the Trustee the account designated the "Costs of Issuance Fund". Certain of the proceeds of the Bonds, as described in **Section 4.4**, shall be delivered to the Trustee for deposit into the Costs of Issuance Fund.

Funds on deposit in the Cost of Issuance Fund shall be applied to pay costs of issuance upon the written direction of the Company to the Trustee. Excess amounts on deposit in the Cost of Issuance Fund shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the Bonds and the payment of all other amounts owing hereunder.

**Section 4.3 Establishment and Use of Lease Agreement Reserve Fund.** There is hereby created and established with the Trustee the Lease Agreement Reserve Fund. Certain funds of the Company, as described in **Section 4.4**, shall be delivered to the Trustee for deposit into the Lease Agreement Reserve Fund. Amounts deposited into the Lease Agreement Reserve Fund shall be held by the Trustee in such Fund until the earlier to occur of: (a) the receipt or delivery of a Default Notice as described in **Section 6.4** hereof, or (b) fifteen days prior to the date that the final debt service payment is made on the Bonds.

Upon the receipt or delivery of a Default Notice, the Trustee shall promptly pay to the Issuer all amounts on deposit in the Lease Agreement Reserve Fund. If, on the date which is fifteen days prior to the date that the final debt service payment is to be made on the Bonds and no Default Notice has been received or delivered by the Trustee, then amounts on deposit in the Lease Agreement Reserve Fund shall be deposited into the Bond Fund for the payment of principal of, premium, if any, and interest on the Bonds and all other amounts owing hereunder.

**Section 4.4 Deposit of Bond Proceeds.** The proceeds from the initial sale of the Bonds together with other funds provided by or on behalf of the Company shall be applied as follows: (a) \$418,200.00 shall be deposited into the Costs of Issuance Fund, (b) \$49,076,285.31, which shall be sufficient to pay the principal of, premium, if any, and interest on the Refunded Bonds when due in accordance with the schedules to be attached to the Escrow Deposit Agreement shall be deposited with the Escrow Agent for deposit in the escrow deposit trust fund created and established pursuant to the Escrow Deposit Agreement and shall be used and applied pursuant to, and in the manner described in the Escrow Deposit Agreement to pay principal of, premium, if any, and interest on the Refunded Bonds, and (c) \$44,000.00 shall be deposited into the Lease Agreement Reserve Fund.

**Section 4.5 Records.** The Trustee shall cause to be kept and maintained records pertaining to the Costs of Issuance Fund and the Bond Fund and all disbursements therefrom and shall periodically deliver to the Company statements of activity and statements indicating the investments made with moneys in all such funds during the applicable period. The Trustee shall provide the Company, by January 10 of each year, with a report stating the principal amount of Bonds Outstanding and a list of the Holders of the Bonds as of December 31 of each such year. The Trustee shall provide the Company with a written report, not later than January 10 of each year, and not later than thirty (30) days following the retirement of the last obligation of the Bonds, identifying the Permitted Investments in which the moneys held as part of the Bond Fund were invested during the preceding period and the dates of such investment.

**Section 4.6 Investment of Bond Fund.** Moneys held as part of the Bond Fund shall be invested and reinvested in Permitted Investments as directed in writing by a Company Representative; provided, however, that (a) any moneys held by the Trustee to pay the principal of, premium, if any, or interest that has become payable with respect to the Bonds shall not be invested, and (b) the Paying Agent shall not invest any moneys it receives under this Indenture. Moneys held as part of the Lease Agreement Reserve Fund shall be invested and reinvested in Permitted Investments as directed in writing by a Company Representative that have a term to maturity of not more than ninety (90) days. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department or trust investments department. All Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times to be a part of the fund and account which was used to purchase the same. All interest accruing thereon and any profit realized from Permitted Investments shall be credited to the respective fund or account and any loss resulting from Permitted Investments shall be similarly charged. The Trustee is authorized to cause to be sold and reduced to cash a sufficient amount of Permitted Investments whenever the cash balance in any fund or account hereunder is or will be insufficient to make a requested or required disbursement. The Trustee shall not be responsible for any depreciation in the value of any Permitted Investment or for any loss resulting from such sale, so long as the Trustee performs its obligations hereunder in accordance with the provisions of **Section 7.1(a)**. Absent specific instructions from the Company to invest cash balances in Permitted Investments hereunder, the Trustee shall invest in Permitted Investments constituting obligations of the U.S. Treasury or its agencies having a term to maturity of not more than 30 days or any money market fund or similar investment fund that purchases and holds exclusively obligations of the United States of America or its agencies that have a term to maturity of not more than 30 days. Notwithstanding anything to the contrary herein provided,

moneys constituting Eligible Funds shall only be invested in Government Obligations maturing on or before the date such Eligible Funds will be required for disbursement.

**Section 4.7 Arbitrage; Arbitrage Rebate Fund.** The Issuer recognizes that investment of the Bond proceeds will be at the written direction of the Company but agrees that it will commit no act, or omit any reasonable action requested of it that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder. There is hereby established with the Trustee a Rebate Fund (the "Rebate Fund"). Any provisions in this Indenture to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

The Trustee shall deposit in the Rebate Fund the amounts forwarded to the Trustee by the Company pursuant to Section 8.5(c) of the Agreement. Within 30 days after the end of each fifth anniversary of the Issue Date, commencing on the fifth anniversary of Issue Date, the Trustee, acting on behalf of the Issuer, shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the Company may direct the Trustee to pay) of the amount certified by the Company to be the required rebate to the United States as calculated under Section 148(f)(2) of the Code (hereinafter called the "Rebate Amount"). Within 60 days after the payment in full of all Outstanding Bonds, the Trustee shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the Rebate Fund an amount equal to 100% of the Rebate Amount and any moneys remaining in the Rebate Fund following such payment shall be paid to the Company.

The Trustee shall be entitled to rely on the calculations made pursuant to this Section and neither the Issuer nor the Trustee shall be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken in reliance upon such calculations. The Trustee shall obtain and keep such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code.

Moneys in the Rebate Fund shall be invested as provided in **Section 4.6** for the investment of the Bond Fund. The Trustee shall receive the written direction of a Company Representative prior to taking any and all actions under this **Section 4.7**, including but not limited to, the deposit payment and investment of amounts on deposit in the Rebate Fund.

**Section 4.8 Non-presentment of Bonds.** In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, if funds sufficient to pay the principal of, premium (if any) and interest on such Bond shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, payment of such Bond or portion thereof as the case may be, shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee, to hold such fund or funds for a period of three years and thereafter to deliver moneys in such fund or funds to the Company. Any Holder of such Bond, shall thereafter be restricted exclusively to the Company, for any claim of whatever nature on his/her part on, or with respect to, said Bond, or portion thereof, or premium, if any.

**ARTICLE V  
DISCHARGE OF LIEN**

**Section 5.1 Discharge of Lien of Trust Estate.** Upon payment in full of all of the Bonds, these presents and the lien of the Trust Estate shall cease, determine and be discharged, and thereupon the Trustee, upon receipt by the Trustee of an opinion of Counsel stating that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, shall (a) cancel and discharge this Indenture and the lien of the Trust Estate; and (b) execute and deliver to the Issuer and the Company, at the Company's expense, such instruments in writing as shall be required to cancel and discharge this Indenture and the Lien of the Trust Estate and reconvey to the Issuer and the Company the Trust Estate, and assign and deliver to the Issuer and the Company so much of the Trust Estate as may be in its possession or subject to its control, except for moneys and Government Obligations held by the Trustee in trust for the purpose of paying Bonds; provided, however, that the cancellation and discharge of this Indenture pursuant to **Section 5.2** shall not terminate the powers and rights granted to the Trustee, the Registrar and the Paying Agent with respect to the payment, registration of transfer and exchange of the Bonds; provided, further, that the rights of the Issuer, the Trustee, the Registrar and the Paying Agent to indemnify, non-liability and payment of all reasonable fees and expenses shall survive the cancellation and discharge of this Indenture pursuant to this Section or **Section 5.2**. If the Bonds are rated by a Rating Agency, notice of payment in full of the Bonds shall be furnished to such Rating Agency.

**Section 5.2 Provision for Payment of Bonds.** Bonds shall be deemed to have been paid within the meaning of **Section 5.1** if:

(a) there shall have been irrevocably deposited with the Trustee, in trust (whether or not in any accounts created hereby) or in a separate escrow deposit agreement either, (1) sufficient Eligible Funds, or (2) non-callable Government Obligations purchased with Eligible Funds of such maturities and interest payment dates and bearing such interest as will, in the opinion of a nationally recognized firm of certified public accountants, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings also to be held in trust), be sufficient together with any moneys referred to in subsection (1) above, for the payment at their respective maturities or redemption dates prior to maturity of the principal thereof and the redemption premium, if any, and interest to accrue thereon at such maturity or redemption dates, as the case may be;

(b) there shall have been paid or provision duly made for the payment of all fees and expenses of the Issuer, the Trustee, the Registrar and the Paying Agent due or to become due; and

(c) if any Bonds are to be redeemed on any date prior to their maturity, the Trustee shall have received in form satisfactory to it irrevocable instructions from a Company Representative to redeem such Bonds on such date and either evidence satisfactory to the Trustee that all redemption notices required by this Indenture have been given or irrevocable power authorizing the Trustee to give such redemption notices has been granted to the Trustee.

Notwithstanding any other provision of this Indenture to the contrary, all Eligible Funds deposited with the Trustee or in a separate escrow deposit agreement, as provided in this Section, may be invested and reinvested at the direction of the Company in Government Obligations maturing in the amounts and times as hereinbefore set forth.

If the Bonds are rated by a Rating Agency, at or prior to the time provision for payment shall be made there shall be delivered to the Rating Agency the opinion of nationally recognized certified public accountants or verification agent referred to in paragraph (a)(2) above and a written opinion of Counsel experienced in bankruptcy law matters and in form satisfactory to the Rating Agency that the deposit and use of such moneys will not constitute an avoidable preferential payment pursuant to Section 547 of the Bankruptcy Code, or an avoidable post-petition transfer pursuant to Section 549 of the Bankruptcy Code, recoverable from Holders of the Bonds pursuant to Section 550 of the Bankruptcy Code in the event of an Act of Bankruptcy.

**Section 5.3 Discharge of this Indenture.** Notwithstanding the fact that the lien of this Indenture upon the Trust Estate may have been discharged and cancelled in accordance with **Section 5.1**, this Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and cancelled, shall nevertheless continue and subsist after payment in full of the Bonds or the deemed payment in full of the Bonds in accordance with **Section 5.2** until the Trustee shall have returned to the Company all funds held by the Trustee which the Company is entitled to receive pursuant to this Indenture after all Bonds have been paid at maturity or redeemed.

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**ARTICLE VI**  
**DEFAULT PROVISIONS AND REMEDIES**

**Section 6.1 Events of Default.** Any one of the following shall constitute an Event of Default hereunder:

(a) Failure to pay interest on any Bond on or before 48 hours following the date that the same shall have become due;

(b) Failure to pay the principal of or any premium on any Bond on or before 48 hours following the date that the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration;

(c) Failure to observe or perform any other of the covenants, agreements or conditions on the part of the Issuer included in this Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer and the Company has been given by the Trustee provided however, that the Company may request in writing and the Trustee shall grant an extension of such thirty (30) day cure period for an additional period not to exceed one-hundred eighty (180) days if (i) the Company determines that such failure cannot reasonably be cured within such thirty (30) day period, (ii) the Company undertakes diligently to pursue the cure of such failure in such extension request to the Trustee, and (iii) no other Events of Default have occurred and are continuing hereunder;

(d) The occurrence of an Event of Default under the Agreement, one or both of the Facility Lease Agreements or the Mortgage; or

(e) The occurrence of an Act of Bankruptcy with respect to the Company, the Company shall admit in writing its inability to pay its debts generally as they become due, or, subject to Section 8.11 of the Agreement, the Company shall fail to maintain its corporate existence, be dissolved or liquidated.

**Section 6.2 Acceleration.** Upon the occurrence and continuance of any Event of Default hereunder, the Trustee may, and upon (i) the written direction of the Beneficial Owners of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding or (ii) the occurrence of an Event of Default under **Section 6.1(a), (b), or (e)**, the Trustee immediately shall, by notice (except for an Event of Default under (e), for which a declaration may be made without notice) in writing sent to the Issuer, the Company and the Paying Agent, if any, declare the principal of all Bonds then Outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon said declaration, such principal and interest shall become and be immediately due and payable. Upon any declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have under the Agreement to declare all payments thereunder to be immediately due and payable. Interest on the Bonds shall cease to accrue as provided in **Section 6.8**.

Immediately following any such declaration of acceleration, the Trustee shall cause to be mailed notice of such declaration by first-class mail, postage prepaid, to each Holder of a Bond at his/her last address appearing on the Register. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.



**Section 6.3 Other Remedies; Rights of Holders.** Upon the occurrence and continuance of an Event of Default hereunder the Trustee may, with or without taking action under **Section 6.2**, pursue any available legal or equitable remedy to enforce the performance of or compliance with any other obligation or requirement of this Indenture or the Agreement.

Upon the happening and continuance of an Event of Default, and if requested to do so by the Beneficial Owners of at least fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding and if the Trustee is indemnified as provided in **Section 7.1**, the Trustee shall exercise such of the rights and powers conferred by this Section and by **Section 6.2** as the Trustee, being advised by Counsel to the Trustee, shall deem most effective to enforce and protect the interests of the Holders, except to the extent inconsistent with the interests of the Holders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Holders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Holders hereunder or now or hereafter existing.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of substantially all right, title and interest of the Issuer in and to the Agreement, shall be empowered to enforce each and every right granted to the Issuer under the Agreement other than Reserved Rights.

**Section 6.4 Agreement with Respect to Certain Events of Default.** In addition to any other remedies available hereunder, the Issuer and the Trustee, acting on behalf of and for all purposes described in this **Section 6.4**, upon the written direction of the Beneficial Owners of at least fifty one percent (51%) of the aggregate principal amount of the Bonds then Outstanding, agree as follows:

(a) (i) upon the occurrence of an Event of Default under one or both of the Facility Lease Agreements pursuant to which the Issuer has determined to exercise any remedy available to it under **Section 11.2** of such Facility Lease Agreements, or in the event the Company files for bankruptcy protection prior to the expiration of the Decision Period (as defined below) and subsequently rejects either or both of the Facility Lease Agreements in connection with any proceedings under applicable bankruptcy laws, promptly following the rejection of the Facility Lease Agreements, the Issuer shall:

(A) give the Trustee notice (the "Lease Default Notice") of: (1) such Event of Default or rejection as the case may be, (2) the aggregate amount of Annual Rent or Additional Rent (as such terms are defined in the Facility Lease Agreements) due and

owing under the Facility Lease Agreements as of the date of the Lease Default Notice, and (3) the estimated amount of Annual Rent and Additional Rent that will become due and owing under the Facility Lease Agreements through the end of the Decision Period (as defined below), and

(B) for so long as the Trustee complies with the terms of this **Section 6.4**, including but not limited to **Section 6.4(c)(viii)** hereof, the Issuer shall not exercise the remedies under Sections 11.2(a) or (b) of the Facility Lease Agreement (or Agreements); or

(ii) upon the occurrence of an Event of Default under the Agreement pursuant to which the Trustee exercises its right under the Mortgage to remove the Company from the Project site, the Trustee shall give the Issuer notice (the "Agreement Default Notice," and together with the Lease Default Notice, collectively, the "Default Notice") of such Event of Default and its exercise of such removal right;

(b) simultaneous with the issuance of a Default Notice by the Trustee to the Issuer, or promptly upon receipt by the Trustee of a Default Notice from the Issuer, the Trustee shall:

(i) promptly pay to the Issuer any and all amounts available and on deposit in the Lease Agreement Reserve Fund; and

(ii) promptly cause the Securities Depository, acting pursuant to its rules and procedures, to deliver such notice to the Beneficial Owners of the Bonds, together with the letter of direction to be completed and returned to the Trustee by each Beneficial Owner in the form attached hereto as Exhibit A (the "Letter of Direction"), which notice shall request the Beneficial Owners to:

(A) direct the Trustee whether to initiate the relet procedure set forth in **Section 6.4(c)** below, and if the Beneficial Owner directs the Trustee to initiate the relet procedure set forth in **Section 6.4(c)** below, direct the Trustee whether to have the Facility Lease Agreements remain in effect through the Term (as defined in the Facility Lease Agreements) or such lesser period as determined by the Beneficial Owners, as provided in **Section 6.4(c)(viii)** below; and

(B) promptly deposit with the Trustee all Annual Rent that is due and owing as of the date of the Default Notice and any Annual Rent and any Additional Rent that the Issuer estimates will become due and owing during the Decision Period (as defined below); provided, however, that neither the Trustee nor the Beneficial Owners (or the Holders) shall have any obligation to cure any non-monetary defaults under the Facility Lease Agreements, except to the extent such non-monetary default has resulted in Additional Rent being owed thereunder; and

(C) acknowledge and agree that (1) the amount on deposit in the Lease Agreement Reserve Fund is \$[\_\_\_\_\_], equal to approximately [\_\_\_\_\_] days rent at the current rate under the Facility Lease Agreements, (2) if the Trustee is directed to initiate the relet procedure and such procedure continues for additional periods beyond the period for which the Trustee has paid the Issuer under the Facilities Lease Agreements, then the

Beneficial Owners will be required to deposit additional amounts with the Trustee from time to time to make timely payments to the Issuer of amounts that will continue to be due and payable under the Facility Lease Agreements during the relet procedure, and (3) if sufficient amounts are not deposited with the Trustee so that it can continue to make payments under the Facility Lease Agreements when due, then the relet procedure will be terminated;

(iii) The Beneficial Owners shall have a period of fifty (50) days following the date of the first Default Notice (without any extension of such time period for subsequent Default Notices) to return their completed Letter of Direction to the Trustee (the "Decision Period"), provided, however, that such fifty (50) day period shall be tolled during any period that the Company is in bankruptcy, and both the Trustee and the Issuer are prohibited by bankruptcy court order from dispossessing the Company from the Premises (as defined in the Facility Lease Agreements). The Trustee shall initiate the relet procedure set forth in **Section 6.4(c)** below only if it has received the express written direction to initiate the relet procedures from Beneficial Owners of at least fifty-one (51%) of the aggregate principal amount of the Bonds then Outstanding on or before the last day of the Decision Period. Within two (2) days after the expiration of the Decision Period, the Trustee shall deliver notice to the Issuer and the Beneficial Owners of whether the Trustee received any such written direction of the Beneficial Owners to initiate the relet process. For the avoidance of doubt, any Beneficial Owner whose Letter of Direction is not received by the Trustee on or before the last day of the Decision Period shall be deemed to have directed the Trustee not to initiate the relet procedure set forth in **Section 6.4(c)** below. Notwithstanding the foregoing, the Lease Agreement Reserve Fund shall be funded on the date of issuance of the Bonds in an amount equal to approximately 50 days' of rent at the rental rate under the Facility Lease Agreements in effect on the date of issuance of the Bonds. In the event the rent due under the Facility Lease Agreements increase, the amount on deposit in the Lease Agreement Reserve Fund may not be sufficient to provide rent to the Issuer for the full 50 days of the Decision Period. The Issuer shall not be obligated to permit the Trustee to exercise the relet procedure for any period for which the Issuer has not received rent due under the Facility Lease Agreements. Therefore, in this event, in order to initiate the relet procedure the Trustee shall either (x) shorten the Decision Period to coincide with the amount on deposit in the Lease Agreement Reserve Fund or (y) require the Beneficial Owners to provide additional funds so that the amount in the Lease Agreement Reserve Fund equals 50 days' of rent under the Facility Lease Agreements;

(c) to the extent that the requirements of **Section 6.4(b)** are timely satisfied and any accrued but unpaid Annual Rent or Additional Rent through the end of the Decision Period is paid to the Issuer on or before the second day following the end of the Decision Period, and Annual Rent and Additional Rent continue to be paid in full in a timely manner to the Issuer, and further provided the Company irrevocably surrenders possession of the Premises (as defined in the Facility Lease Agreements) in accordance with the requirements of the Facility Lease Agreements or the Mortgage, the Issuer agrees to: (a) make a commercially reasonable effort to relet the Premises and (b) give reasonable consideration to any prospective tenant for the Premises which is presented to the Issuer by the Company, the Trustee or the bondholders ("Reasonable Efforts"). The foregoing undertaking by the Issuer shall be conditioned upon and subject to the following:

(i) Subject to the terms set forth herein, the Issuer shall be free to relet the Premises for the account of the Company or for the account of the Trustee and the Holders of the Bonds, as may be applicable, upon such terms and conditions as may be mutually agreed to by the Issuer and the Trustee, in their reasonable discretion. Notwithstanding anything contained herein to the contrary, in no event shall the Issuer relet the Premises to a new tenant without the consent and approval of the Trustee;

(ii) In order to be substituted for the Company under the Facility Lease Agreements, a substitute tenant must be acceptable to the Issuer, and the Issuer reserves the right to reject any proposed substitute tenant (A) whose presence on the Airport would (1) be detrimental to the Airport, (2) would interfere with the safe and prudent operation of the Airport, (3) not directly maintain or enhance the quantity and quality of service at the Airport, or (4) be inconsistent with the plans of the Issuer for the Airport, or (B) whose credit-worthiness, history or operations are not reasonably acceptable to the Issuer;

(iii) After making the availability of the Premises known to a potential tenant, but only if the Premises are reasonably suited for such tenant, the Issuer shall be free to show and to lease to any potential tenant of the Premises any other facility now or hereafter owned by Issuer and to develop or construct a new facility for such potential tenant. The Issuer may give priority to leasing new or existing facilities and building sites now or hereafter owned by Issuer over the reletting of the Premises;

(iv) In exercising Reasonable Efforts, the Issuer may take into account (A) the proposed use of the Premises by a potential tenant and its compatibility with the Airport land and the Issuer's capital use plans, (B) how such use can be functionally integrated with the operational use of the Airport by other existing tenants, (C) the credit-worthiness, history and operations of the potential tenant, (D) whether such use will enhance the quantity and quality of air service at the Airport and (E) such other factors as the Issuer deems appropriate in its sole, reasonable discretion, including, but not limited to, whether the potential tenant is willing to pay Fair Market Rental for the Land and Issuer Improvements, without regard to the Annual Rent Increase Limit (all as such terms are defined in the Facility Lease Agreements);

(v) In connection with the reletting of the Premises by the Issuer and its use of Reasonable Efforts, the Holders of the Bonds and the Trustee agree to waive any right or claim against Issuer and release Issuer from any liability for damages, whether in contract or tort, resulting or claimed to result from Issuer's lack of success in reletting the Premises or its inability to find a substitute tenant who is willing to pay an amount of rental sufficient to satisfy the Company's rental obligation under the Facility Lease Agreements or who is otherwise acceptable to the Issuer;

(vi) As a condition of any substitute tenant assuming obligations of the Company under the Facility Lease Agreements or entering into a new lease for the Premises, the Issuer and the Trustee shall require such substitute tenant to (A) assume the obligations of the Company under the Agreement, or (B) enter into a new agreement which contains or incorporates the Company's obligations under the Agreement (the "Repayment Agreement"), provided however, that the Repayment Agreement may provide for the payment by the substitute tenant of less than the entire amount then due and owing by the Company. The Repayment

Agreement or assumption document shall provide that the first amounts paid by a substitute tenant shall be paid to the Issuer to the extent necessary to reimburse the Issuer for costs incurred by or on behalf of the Issuer for marketing, maintenance and like expenses related to the reletting effort, deficiencies in payments owed hereunder to the Issuer, attorney's fees incurred in connection with or as a result of the Lease Event of Default (as provided in the Facility Lease Agreements) and the reletting, and any other amounts due to Issuer hereunder;

(vii) The failure of any party to perform an obligation contractually required and related to the possible reletting of the Premises shall release the Issuer from any further obligation to attempt to relet the Premises;

(viii) The rights and obligations of the parties set forth in this **Section 6.4** shall terminate automatically and be of no further force and effect if (A) at the end of the Decision Period, all Annual Rent and Additional Rent due have not been paid, or (B) after the Decision Period, all Annual Rent and Additional Rent due under the Facility Lease Agreements are not paid on a timely basis, time being of the essence. In such event, the Issuer shall have such rights and remedies as set forth in the Facility Lease Agreements (without any limitation on the right to exercise any such remedies) and under this Indenture or as otherwise provided by law, and may relet the Premises or terminate the Facility Lease Agreements without any obligation to the Company, the Trustee and the Holders of the Bonds. Subject to existing and continued compliance with the terms of this **Section 6.4** and the Mortgage, the Beneficial Owners of at least fifty-one percent (51%) of the aggregate principal amount of the Bonds then Outstanding may elect to have the Facility Lease Agreements remain in effect through the Term (as provided in the Facility Lease Agreements) or such lesser period as determined by the Beneficial Owners, provided however, that the Trustee shall not have the right to occupy the premises;

(ix) Subject to the terms set forth below, the Annual Rent due the Issuer under the terms of the Facility Lease Agreements during the period commencing on a Lease Event of Default (as defined in the Facility Lease Agreements) by the Company and expiring eighteen (18) months after the commencement of the month in which the Decision Period starts (the "Reduced Rent Period"), shall be equal to the Annual Rent then being paid and due by the Company under the terms of the Facility Lease Agreements when the Event of Default occurred as if no Event of Default had occurred (i.e. the Annual Rent shall not be adjusted to Fair Market Rental (as defined in the Facility Lease Agreements) as if an assignment or a subtenancy had occurred) but is subject to those adjustments set forth herein on any Adjustment Date (as defined in the Facility Lease Agreements). Following the Reduced Rent Period, or in the event the Premises are relet to a new tenant at any time, the Issuer shall have the right to adjust the Annual Rent to Fair Market Rental, without regard to the Annual Rent Increase Limit (as defined in the Facility Lease Agreements), which Fair Market Rental shall be subject to those adjustments set forth in the Facility Lease Agreements on any Adjustment Date;

(x) The rejection by the Company of the Facility Lease Agreements in bankruptcy, will not affect the rights of the parties set forth in this **Section 6.4**.

**Section 6.5 Right of Holders to Direct Proceedings.** Anything in this Indenture to the contrary notwithstanding, the Beneficial Owners of fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding shall have the right at any time, by an instrument or

instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee shall be indemnified to its satisfaction and the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction.

No Holder shall have the right to institute any proceeding for the enforcement of this Indenture unless such Holder has given the Trustee and the Company written notice of an Event of Default, the Beneficial Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have requested the Trustee in writing to institute such proceeding, the Trustee shall have been afforded a reasonable opportunity to exercise its powers or to institute such proceeding, there shall have been offered to the Trustee indemnity satisfactory to it against the cost, expense and liability to be incurred in connection with such request and the Trustee shall have thereafter failed or refused to exercise such powers or to institute such proceeding within sixty (60) days after receipt of notice with no inconsistent direction given during such sixty (60) days by the Beneficial Owners of a majority in aggregate principal amount of the Bonds then Outstanding. Nothing in this Indenture shall affect or impair any right of enforcement conferred on any Holder by the Act to enforce (i) the payment of the principal of and premium, if any, and interest on Bonds at and after the maturity thereof, or (ii) the obligation of the Issuer to pay the principal of, premium, if any, and interest on Bonds to such Holder at the time, place, from the sources and in the manner as provided in this Indenture.

**Section 6.6 Discontinuance of Default Proceedings.** In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Issuer and the Trustee shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

**Section 6.7 Waiver.** The Trustee may waive, and if so directed by the requisite percentage of the Beneficial Owners pursuant to the provisions of Section 6.5 hereof, shall waive any default or Event of Default hereunder and its consequences and rescind any declaration of acceleration of maturity of principal; provided, however, that there shall be no such waiver or rescission unless all principal, premium, if any, and interest on the Bonds in arrears, together with interest thereon (to the extent permitted by law) at the applicable rate of interest borne by the Bonds, and all fees and expenses of the Trustee and the Issuer shall have been paid or provided for.

**Section 6.8 Application of Moneys.** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be deposited in the Bond Fund and, after payment (out of moneys derived from a source other than the Eligible Funds and moneys held for the redemption of Bonds) of (i) the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, including reasonable attorneys' fees, and all other outstanding fees and expenses of the Trustee, and thereafter any fees, expenses, liabilities and advances due to, or

incurred or made by, the Paying Agent and the Registrar and (ii) any sums due to the Issuer under the Agreement (other than Repayments), such moneys shall be applied in the order set forth below:

(a) Unless the principal of all Bonds shall have become or been declared due and payable, all such moneys shall be applied:

**First:** To the payment of all installments of interest then due on the Bonds in order of priority first to installments past due for the greatest period and, if the amount available shall not be sufficient to pay in full any particular installment, then to the ratable payment of the amounts due on such installment; and

**Second:** To the payment of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on such Bonds from the respective dates upon which they became due (at the rate borne by the Bonds, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such premium, then to the ratable payment of the amounts due on such date.

(b) If the principal of all the Bonds shall have become or been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority as between principal, premium, interest, installments of interest or Bonds, ratably according to the amounts due respectively for principal, premium and interest to the persons entitled thereto.

(c) If the principal on all Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded under this Article then, subject to subsection (b) of this Section in the event that the principal of all the Bonds shall again become or be declared due and payable, the moneys shall be applied in accordance with subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, the Trustee shall fix the date which shall be not more than seven calendar days after such acceleration upon which such application is to be made and upon such date interest on the principal amount of Bonds to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

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**ARTICLE VII**  
**THE TRUSTEE; THE PAYING AGENT; AND THE REGISTRAR**

**Section 7.1 Appointment of Trustee.** The Trustee is hereby appointed and does hereby agree to act in such capacity, and to perform the duties of the Trustee under this Indenture, but only upon and subject to the following express terms and conditions (and no implied covenants or other obligations shall be read into this Indenture against the Trustee):

(a) In exercising its duties hereunder, the Trustee shall use a standard of care consistent with the actions and performance of a prudent person. The Trustee may execute any of its trusts or powers hereunder and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be held liable for their actions if such agents are selected with reasonable care. The Trustee shall be entitled to advice of Counsel concerning all matters hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees. The Trustee may act upon the written direction of a Company Representative or upon the opinion or advice of Counsel, accountants, engineers or surveyors selected by the Trustee in the exercise of reasonable care or, if the same are selected by the Issuer, and not unacceptable to the Trustee. In the absence of bad faith, the Trustee shall not be responsible for any loss, damage or other liability resulting from any action or non-action in reliance upon such written direction, opinion or advice.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording, re-recording, filing or re-filing of this Indenture, of any financing statements or continuation statements, or for insuring the Trust Estate or the Project or collecting any insurance moneys, or for the validity of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the Trust Estate for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title to the Project or otherwise as to the maintenance of the Trust Estate. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Agreement. The Trustee shall not be liable to the Company, any Holder, any Beneficial Owner or any other Person for any loss suffered in connection with any investment of funds made by it in accordance with **Section 4.6**. In the absence of bad faith, the Trustee shall not be liable to the Company for any loss suffered as a result of or in connection with any investment of funds made by the Trustee as instructed by or approved by a Company Representative. The Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of, and makes no representation as to the validity or adequacy of, any documents submitted to or delivered to any Holder in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the Issuer or for the use by the Company of the proceeds of the Bonds advanced to the Company as provided in the Agreement or for the use or application of any moneys received by the Paying Agent. The Trustee may become the owner of Bonds secured hereby with the same rights as any other Holder.

(d) The Trustee may conclusively rely on, and shall be fully protected in acting upon opinions of Counsel and upon any notice, request, consent, certificate, order, affidavit, letter,



telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee need not investigate any fact or matter stated in any such paper or document. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Bond shall be conclusive and binding upon all future Holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) The permissive right of the Trustee to do things enumerated in this Indenture or the Agreement shall not be construed as duties. The Trustee shall only be responsible for the performance of the duties expressly set forth herein and shall not be answerable for other than its gross negligence or willful misconduct in the performance of those express duties or its failure to perform such duties, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts, relating to the Project.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trust and powers or otherwise in respect of this Indenture.

(h) Before taking any action requested hereunder by the Holders (except for acceleration of the Bonds as required by **Section 6.2** with respect to the payment of principal and interest to Holders), the Trustee may require satisfactory security or indemnity for the reimbursement of all expenses and advances to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or willful misconduct by reason of any action so taken.

(i) All moneys received by the Trustee or the Paying Agent, until used or applied or invested as herein provided, shall be held as special trust funds for the purposes specified in this Indenture and for the benefit and security of the Holders of the Bonds as herein provided. Such moneys need not be segregated from other funds except to the extent required by law or herein provided, and neither the Trustee nor the Paying Agent shall otherwise be under any liability for interest on any moneys received hereunder except such as may be mutually agreed upon in writing.

(j) The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Company or the Issuer under the Agreement or this Indenture, and shall not be deemed to have, or be required to take, notice of default under this Indenture (other than under **Section 6.1(a)** or **(b)**) if notice thereof has been received from the Paying Agent or the occurrence of a Determination of Taxability by reason of either the enactment of legislation or the adoption of final regulations, except (i) in the event the Company fails to pay any Payment when due, (ii) in the event of an insufficient amount in the Bond Fund (or any account therein) to make a principal or interest payment on the Bonds, (iii) written notification of a Determination of

Taxability by the Holder of any Bonds or (iv) written notification of such default by two or more Beneficial Owners with combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds and in the absence of such notice the Trustee may conclusively presume there is no Determination of Taxability and no default except as aforesaid.

(k) The Trustee shall, prior to any Event of Default and after the curing of all Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs. The foregoing shall not limit the Trustee's obligations under **Section 6.2**.

(l) The Paying Agent and the Registrar shall each be entitled to the same rights and immunities with respect to their respective duties under this Indenture as the Trustee is under this **Section 7.1** with respect to its duties hereunder.

(m) In addition to the Trustee's other duties hereunder, the Trustee shall authenticate and cancel Bonds as provided herein, keep such books and records relating to such duties as shall be consistent with customary industry practice and make such books and records available for inspection by the Issuer and the Company during normal business hours. All Bonds shall be made available for authentication, exchange and registration of transfer at the principal office of the Trustee.

(n) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by a Company Representative.

**Section 7.2 Compensation and Indemnification of Trustee, Paying Agent and Registrar; Trustee's Prior Claim.** The Agreement provides that the Company will pay the reasonable fees and expenses of the Issuer, the Trustee, the Paying Agent, and the Registrar under this Indenture and all other amounts which may be payable to the Issuer, the Trustee, the Paying Agent and the Registrar under this Section, such fees and expenses to be paid when due and payable by the Company directly to the Issuer, the Trustee, the Paying Agent and the Registrar, respectively, for their own account.

The Company shall (a) pay the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), (b) pay the Paying Agent and the Registrar and any other agent of the Issuer or the Company acting hereunder or under the Agreement (the Paying Agent and the Registrar and any other agent of the Issuer being herein referred to as a "Company Agent") reasonable compensation, (c) pay or reimburse each of the Trustee and any Company Agent upon request for all reasonable expenses, disbursements and advances incurred or made, in accordance with any of the provisions of this Indenture and the Agreement (including the reasonable compensation and the reasonable expenses and disbursements of its Counsel and of all agents and other persons not regularly in its employ), except to the extent that any such expense, disbursement or advance is due to its own gross negligence or willful misconduct, and (d) indemnify each of the Trustee and any Company

Agent for, and to hold it harmless against, any loss, liability or expense incurred by it, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder or the performance of its duties hereunder or under the Agreement, including the reasonable costs and expenses of enforcing this Indenture and the Agreement against the Company and the reasonable costs and expenses of defending itself against or investigating any claim of liability under this Indenture or the Agreement, except to the extent that any such loss, liability or expense was due to its own gross negligence or willful misconduct. Failure by the Trustee to notify the Company promptly of any claim shall not relieve the Company of its obligations hereunder. The obligations under this **Section 7.2** shall be a senior claim to that of the Bonds upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the Holders of the Bonds, funds held with respect to unredeemed Bonds for which notice of redemption has been given, and except for any arbitrage rebate fund or account established pursuant hereto or pursuant to any arbitrage regulatory agreement. Notwithstanding the foregoing, neither the Trustee nor any Company Agent shall have any claim upon or shall be paid, prior to any Holder, from any Eligible Funds, or the proceeds thereof, with respect to any such compensation, payment, reimbursement or indemnity. "Trustee", "Company Agent", "Paying Agent", and "Registrar" for purposes of this Section shall include any predecessor Trustee, Company Agent, Paying Agent and Registrar but the gross negligence or willful misconduct of any Trustee, Company Agent, Paying Agent or Registrar shall not affect the indemnification of any other Person. The obligations of the Company under this Section and under the Agreement as referred to in this Section shall survive the termination of this Indenture.

**Section 7.3 Intervention in Litigation.** In any judicial proceedings to which the Issuer is a party, the Trustee may intervene on behalf of Holders, and shall intervene if requested in writing by the Beneficial Owners of at least fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding.

**Section 7.4 Resignation; Successor Trustees.** The Trustee and any successor Trustee may resign only upon giving sixty (60) days prior written notice to the Issuer, the Company and each Holder of Bonds then Outstanding as shown on the Register. Such resignation shall take effect only upon the appointment of a successor Trustee by the Company with the written consent of the Issuer, which consent shall not be unreasonably withheld, and the acceptance of such appointment by the successor Trustee, provided however, that during the occurrence and continuation of an Event of Default hereunder, the Issuer shall have the sole right to appoint a successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning party may appoint a successor or petition any court of competent jurisdiction to appoint a successor. Upon appointment of a successor Trustee, the resigning Trustee shall assign all of its right, title and interest in this Indenture and the Trust Estate to the successor Trustee. The successor Trustee shall be a bank or trust company with trust powers organized under the laws of the United States of America or any state of the United States, or the District of Columbia, having a combined capital stock, surplus and undivided profits aggregating at least \$50,000,000. Any successor Trustee shall accept in writing its duties and responsibilities hereunder and such writing shall be filed with the Issuer and the Company.

**Section 7.5 Removal of Trustee.** The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer and the Company and signed by the Beneficial Owners of a majority in aggregate principal amount of

Bonds then Outstanding. The Holders shall be responsible for paying any and all reasonable costs and expenses of the Issuer and the existing Trustee, and their respective counsel, in connection with the removal of the existing Trustee and the appointment of a successor trustee due to the written direction of the Beneficial Owners. During such time that no Event of Default has occurred and is continuing under this Indenture, the Trustee may also be removed by an instrument in writing delivered to the Trustee and the Issuer and signed by a Company Representative. Such removal shall take effect only upon the appointment of a successor Trustee by the Company with the written consent of the Issuer and the acceptance of such appointment by the successor Trustee. If the Trustee is removed based upon the written direction of the Company, then the Company shall be responsible for paying any and all reasonable costs and expenses of the Issuer, the existing Trustee, and their respective counsel, in connection with the removal of the existing Trustee, and the appointment of a successor trustee. Upon such removal, the Trustee shall assign to the successor Trustee all of its right, title and interest in this Indenture and the Trust Estate in the same manner as provided in **Section 7.4**. If the Bonds are rated by a Rating Agency, notice concerning any change in the Trustee shall be furnished to such Rating Agency.

**Section 7.6 Paying Agent.** Wilmington Trust, National Association is hereby appointed by the Issuer as the initial Paying Agent. The Issuer, at the direction of the Company shall appoint any successor Paying Agent for the Bonds, subject to the conditions set forth in **Section 7.7**. The Paying Agent shall designate to the Issuer and the Trustee its principal office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which the Paying Agent shall agree, particularly:

(a) to hold all sums held by it for the payment of the principal of, premium, if any, or interest on the Bonds in trust for the benefit of the Holders of the Bonds until such sums shall be paid to such Holders of the Bonds or otherwise disposed of as herein provided;

(b) to perform its obligations under this Indenture; and

(c) to keep such books and records relating to its duties as Paying Agent as shall be consistent with customary industry practice and to make such books and records available for inspection by the Issuer, the Trustee and the Company during normal business hours.

The Issuer shall cooperate with the Trustee, the Paying Agent and the Company to cause the necessary arrangements to be made and to be thereafter continued whereby:

(x) funds derived from the sources specified in this Indenture will be made available at the principal office of the Paying Agent for the timely payment of principal, premium, if any, and interest on the Bonds; and

(y) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

In carrying out its responsibilities hereunder the Paying Agent will act for the benefit of the Holders. No purchase of Bonds by the Paying Agent shall constitute a redemption of Bonds

or any extinguishment of the debt represented thereby or constitute the Paying Agent the owner of such Bonds for any purpose whatsoever.

**Section 7.7 Qualifications of Paying Agent; Resignation Removal; Successors.**

(a) The Paying Agent shall be a bank or trust company with trust powers duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The principal office of each of the Paying Agent for all purposes hereof shall be the office of the Paying Agent at which all deliveries to it hereunder shall be made and any and all notices and other communications in connection herewith shall be delivered. The Paying Agent may at any time resign and be discharged of its duties and obligations created by this Indenture by giving at least sixty (60) days' notice to the Issuer, the Company and the Trustee. The Paying Agent may be removed at any time, at the direction of the Company, by an instrument, signed by the Issuer, filed with such Paying Agent and with the Trustee.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent shall deliver any moneys and any Bonds and any related books and records held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(c) In the event that the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed a successor Paying Agent (any appointment by the Issuer shall be with the prior written consent of the Company), as the case may be, the Trustee shall, ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Issuer of a successor Paying Agent, and shall be entitled to reasonable compensation for such service.

**Section 7.8 Instruments of Holders.** Any instrument required by this Indenture to be executed by Holders may be in any number of writings of similar tenor and may be executed by Holders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds given in any of the following forms shall be sufficient for any of the purposes of this Indenture:

(a) A certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him/her the execution thereof; or

(b) A certificate executed by any trust company or bank stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank, as the property of such party, the Bonds therein mentioned.

The Trustee may rely on such an instrument of Holders unless and until the Trustee receives notice in the form specified in (a) or (b) above that the original such instrument is no longer reliable. In the event that the Trustee shall receive conflicting directions from two or more groups of Beneficial Owners, each with combined holdings of not less than twenty-five

percent (25%) of the principal amount of Outstanding Bonds, the directions given by the group of Beneficial Owners which holds the largest percentage of Bonds shall be controlling and the Trustee shall follow such directions to the extent required herein.

**Section 7.9 Reserved.**

**Section 7.10 Filing of Financing Statements.** The Company shall file or record or cause to be filed or recorded all Financing Statements that are required in order fully to protect and preserve the security interests and the priority thereof and the rights and powers of the Trustee in connection therewith, including without limitation all continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the U.C.C., and (ii) any previously filed continuation statements that shall have been filed as required herein. The Trustee shall deliver to the Company or its designee, all such Financing Statements as may be required for the purposes specified in the preceding sentence. Upon the filing of any such Financing Statement the Company shall immediately notify the Issuer and the Trustee that the same has been accomplished.

**Section 7.11 Several Capacities.** Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Paying Agent and the Registrar and in any other combination of such capacities, to the extent permitted by law.

**Section 7.12 Trustee Not Responsible for Duties of Registrar and Paying Agent.** Notwithstanding anything to the contrary in this Indenture, the Trustee shall not be liable or responsible for any of the duties or obligations of the Registrar or the Paying Agent under this Indenture (or be liable or responsible for the acts or omissions of the Paying Agent or the Registrar or any action taken by the Trustee or failure to act in reasonable reliance upon any action or failure to act by the Paying Agent or the Registrar) except for the duties imposed upon, or the acts and omissions of, the Trustee as the Paying Agent upon the occurrence of any of the events described in **Section 7.7(c)** hereof to the effect that a successor agent has not been appointed by the Issuer. The Trustee shall not be bound to ascertain or inquire as to the truth or accuracy of any information provided to it by the Paying Agent or the Registrar but may for any purpose conclusively rely upon any information given to the Trustee by the Paying Agent or the Registrar.

**Section 7.13 Cooperation of the Trustee, the Registrar and the Paying Agent.** The Trustee, the Registrar and the Paying Agent shall cooperate in all respects and shall provide to the other in a timely fashion the information and knowledge each possesses so that the Trustee and each of such parties may faithfully exercise their respective obligations hereunder.

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**ARTICLE VIII  
AMENDMENTS, SUPPLEMENTAL INDENTURES**

**Section 8.1 Supplemental Indentures.** The Issuer and the Trustee, without the consent of or notice to any Holders may enter into an indenture or indentures supplemental to this Indenture that do not materially adversely affect the interest of the Holders for one or more of the following purposes:

(a) to grant to or confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Holders or the Trustee;

(b) to grant or pledge to the Trustee for the benefit of Holders any additional security other than that granted or pledged under this Indenture;

(c) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(d) to appoint a successor Trustee, in the manner provided in Article VII hereof;

(e) to modify, amend or supplement this Indenture for the purpose of obtaining or retaining a rating on the Bonds from a Rating Agency;

(f) to modify, amend or supplement this Indenture to permit a transfer of Bonds from one Securities Depository to another or the discontinuance of the Book Entry System and issuance of replacement Bonds to the Beneficial Owners;

(g) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture that may be defective or inconsistent with any provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not materially adversely affect the interest of the Holders;

(h) to modify, amend or supplement this Indenture to permit the Paying Agent or the Registrar to assume any administrative duties of the Trustee hereunder or for the Trustee to assume any administrative duties of the Paying Agent or the Registrar hereunder;

(i) to issue Refunding Bonds as provided in **Section 2.12** hereof; and

(j) to make any change herein necessary, in the Opinion of Bond Counsel, to maintain the exclusion of the interest on any Outstanding Bonds from gross income of the Holders thereof for federal income tax purposes.

When requested by the Issuer, and if all conditions precedent under this Indenture have been met, the Trustee shall join the Issuer in the execution of any such supplemental indenture unless it imposes additional obligations on the Trustee or adversely affects the Trustee's rights

and immunities under this Indenture or otherwise. A copy of all such supplemental indentures shall be promptly furnished to the Paying Agent and the Registrar shall be promptly advised of any modifications of their rights, duties and obligations hereunder.

The Trustee shall file copies of all such supplemental indentures with the Company and, if the Bonds are rated by a Rating Agency, shall forward copies of all such supplemental indentures to such Rating Agency.

**Section 8.2 Amendments to Indenture; Consent of Holders and the Company.**

Exclusive of supplemental indentures covered by **Section 8.1** and subject to the terms and provisions contained in this Section, and not otherwise, the Beneficial Owners of a majority in aggregate principal amount of the Bonds then Outstanding and affected by such indenture or indentures supplemental hereto, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and direct the execution by the Trustee of such other indenture or indentures supplemental hereto as shall be consented to by the Issuer in its sole discretion for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing contained in this Section shall permit, or be construed as permitting, without the consent of the Beneficial Owners of all Outstanding Bonds, (a) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, or (b) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (d) the creation of a lien on the Trust Estate prior to the lien of this Indenture, (e) a reduction in the aggregate principal amount of the Bonds required for any consent to any supplemental indenture, or (f) a modification or change in the duties of the Trustee hereunder without the consent of the Trustee. The giving of notice to and consent of the Beneficial Owners to any such proposed supplemental indenture shall be obtained pursuant to **Section 8.6**.

Anything herein to the contrary notwithstanding, a supplemental indenture, amendment or other document described under this Article that affects any rights or obligations of the Company shall not become effective unless and until the Company shall have consented to the execution of such supplemental indenture, amendment or other document.

The Trustee shall file copies of all such supplemental indentures with the Company and, if the Bonds are rated by a Rating Agency, shall furnish copies of all such supplemental indentures to such Rating Agency.

**Section 8.3 Amendments to the Agreement Not Requiring Consent of Holders.** The Issuer may without the consent of or notice to any of the Holders, enter into or permit (and the Trustee shall consent to) any amendment of the Agreement acceptable to the Company as may be required (i) for the purpose of curing any ambiguity or formal defect or omission that shall not adversely affect the interest of the Holders, (ii) to grant or pledge to the Issuer or Trustee, for the benefit of the Holders any additional security, (iii) to modify, amend or supplement the Agreement for the purpose of obtaining or retaining a rating on the Bonds from a Rating Agency, (iv) to make any change therein necessary, in the Opinion of Bond Counsel, to maintain the exclusion of interest on any Outstanding Bonds from gross income of the Holders thereof for federal income tax purposes or (v) in connection with any other change therein which, in the



judgment of the Trustee acting in reliance upon an opinion of Counsel, is not materially prejudicial to the interests of the Trustee and the Holders of the Bonds.

The Issuer and the Company shall file copies of any such amendments to the Agreement with the Trustee and, if the Bonds are rated by a Rating Agency, the Trustee shall furnish copies of such amendments to such Rating Agency.

**Section 8.4 Amendments to the Agreement Requiring Consent of Holders.** Except as provided in **Section 8.3** hereof, the Issuer shall not enter into, and the Trustee shall not consent to, any other modification or amendment of the Agreement, nor shall any such modification or amendment become effective, without the consent of the Beneficial Owners of a majority in aggregate principal amount of the Bonds at the time Outstanding, such consent to be obtained in accordance with **Section 8.6**. No such amendment may, without the consent of the Beneficial Owners of all the Outstanding Bonds, reduce the amounts or delay the times of payment of Repayments under the Agreement.

The Issuer and the Company shall file copies of all such amendments to the Agreement with the Trustee and, if the Bonds are rated by a Rating Agency, the Trustee shall furnish copies of such amendments to such Rating Agency.

**Section 8.5 Reserved.**

**Section 8.6 Notice to and Consent of Holders.** If consent of the Holders is required under the terms of this Indenture for the amendment of this Indenture or the Agreement, or for any other similar purpose, the Trustee shall cause notice of the proposed execution of the amendment or supplemental indenture to be given by first-class mail, postage prepaid, to the Holders of the Outstanding Bonds then shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment, supplemental indenture or other action and shall state that copies of any such amendment, supplemental indenture or other document are on file at the principal office of the Trustee for inspection by all Holders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice, the Holders of a majority or all, as the case may be, of the principal amount of the Bonds Outstanding by instruments filed with the Trustee shall have consented to the amendment, supplemental indenture or other proposed action, then the Trustee may execute such amendment, supplemental indenture or other document or take such proposed action and the consent of the Holders shall thereby be conclusively presumed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ARTICLE IX  
MISCELLANEOUS**

**Section 9.1 Right of Trustee to Pay Taxes and Other Charges.** If any tax, assessment or governmental or other charge upon any part of the Project is not paid as required, the Trustee may, subject to any indemnity required pursuant to **Section 7.1(h)** of this Indenture, pay such tax, assessment or governmental or other charge, without prejudice, however, to any rights of the Trustee hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment until paid at the greater of the rate of interest borne by the Bonds or the per annum rate of interest announced from time to time by the bank serving as Trustee as its "prime rate" shall become so much additional indebtedness secured by this Indenture, shall be given a preference in payment over the Bonds, and shall be paid out of the Trust Estate.

**Section 9.2 Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Holders, the Paying Agent and the Company any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions herein being intended to be and being for the sole and exclusive benefit of the parties hereto, the Holders, the Paying Agent and the Company as herein provided.

**Section 9.3 Severability.** If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections of this Indenture, shall not affect the remaining portions of this Indenture or any part thereof.

**Section 9.4 Notices.** Except as otherwise provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. Where required herein, notice shall be given by telephone, and promptly confirmed in writing, and shall be deemed given when given by telephone to the telephone numbers set forth below. The Issuer, the Company, the Trustee and the Paying Agent may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the Issuer: Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827  
Attention: Chief Financial Officer  
Telephone: (407) 825-2026  
Facsimile: (407) 825-2259

To the Trustee, Paying Agent: Wilmington Trust, National Association  
1100 North Market Street  
Wilmington, Delaware 19890  
Attention: Corporate Trust Department  
Telephone: (302) 636-6436  
Facsimile: (302) 636-4145

To the Company: JetBlue Airways Corporation  
27-01 Queens Plaza North  
Long Island City, New York 11101  
Attention: James Leddy, Senior Vice President Corporate  
Finance & Treasurer  
Telephone: (718) 286-7900  
E-mail: Treasury@jetblue.com

**Section 9.5 Repayments Due on Non-Business Days.** In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

**Section 9.6 Binding Effect.** This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

**Section 9.7 Captions.** The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

**Section 9.8 Governing Law.** This Indenture shall be governed by and interpreted in accordance with the laws of the State.

**Section 9.9 Limited Liability of Issuer.** Notwithstanding anything to the contrary, any liability for payment of money and any other liability or obligation which the Issuer may incur under the Bonds, this Indenture, the Agreement or the Purchase Agreement shall not constitute a general obligation of the Issuer but shall constitute limited obligations of the Issuer payable solely from and enforced only against the Trust Estate.

**Section 9.10 Notices to Rating Agency.** If the Bonds are rated by a Rating Agency, the Trustee shall provide written notice to such Rating Agency with respect to (i) the appointment of any successor Trustee or Paying Agent, (ii) the appointment of any agent by the Trustee to perform any material duties of the Trustee under this Indenture, (iii) any material amendment or supplement to this Indenture and (iv) the payment in full of all of the Bonds (whether at stated maturity or upon redemption, acceleration or defeasance). Failure of the Trustee to provide any such notice shall not have any effect on the occurrence of such event.

**Section 9.11 Execution in Counterparts.** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the Issuer has caused this Indenture to be executed in its name and on its behalf by its Chairman and its seal affixed and attested by its Secretary and the Trustee has caused this Indenture to be executed, sealed and attested in its name by its duly authorized officers, all as of the day and year first above written.

**GREATER ORLANDO AVIATION  
AUTHORITY**

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Assistant Secretary

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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

**EXHIBIT A**

**LETTER OF DIRECTION TO THE TRUSTEE**

\_\_\_\_\_, 20\_\_\_\_

Wilmington Trust, National Association  
1100 North Market Street  
Wilmington, Delaware 19890  
Attention: Corporate Trust Department

**Re: Greater Orlando Aviation Authority Special Purpose Airport Facilities  
Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series  
2013 of the City of Orlando, Florida**

Ladies and Gentlemen:

We refer you to the Indenture of Trust, dated as of April 1, 2013 as the same may be amended, modified or supplemented from time to time (the "Indenture"), between Greater Orlando Aviation Authority (the "Issuer") and Wilmington Trust, National Association (the "Trustee"). Capitalized terms used but not otherwise defined in this letter shall have the meanings ascribed thereto in the Indenture.

The undersigned is the Beneficial Owner of Bonds in the aggregate principal amount of \$42,320,000. The undersigned acknowledges receipt of notice from the Trustee (the "Trustee's Notice") of the occurrence of an event resulting in the Trustee's receipt or delivery of a Default Notice under the Indenture as described in the Trustee's Notice attached hereto as **Exhibit 1 [Attach Notice]**, and acknowledges the payment by the Trustee to the Issuer of any and all amounts on deposit in the Lease Agreement Reserve Fund.

*(please select one of the following paragraphs)*

\_\_\_\_\_The undersigned, as a Beneficial Owner, hereby irrevocably authorizes, instructs and directs the Trustee **NOT TO** initiate the relet procedure set forth in Section 6.4(c) of the Indenture. The undersigned acknowledges and agrees that, to the extent that more than fifty one percent (51%) of the Beneficial Owners of the Bonds elect not to initiate the relet procedure set forth in Section 6.4(c) of the Indenture or are deemed to have elected not to initiate the relet procedure by failing to respond within fifty (50) days following the date of the Default Notice referenced herein, the Trustee shall notify the Issuer of such election and the Issuer shall have no obligation to comply with the relet provisions of Section 6.4(c) of the Indenture.

OR

\_\_\_\_\_The undersigned, as a Beneficial Owner, hereby irrevocably authorizes, instructs and directs the Trustee **TO** initiate the relet procedure set forth in Section 6.4(c) of the Indenture and further acknowledges and agrees:

**(1) to promptly deposit with the Trustee before the fiftieth (50<sup>th</sup>) day following the date of the Default Notice under the Indenture to which this Letter relates (the "Decision Period") the amount determined by the Trustee to be the Beneficial Owner's proportionate share of: (a) \$ \_\_\_\_\_, which equals the aggregate amount that the Issuer has notified the Trustee is currently due and owing to the Issuer under the Facility Lease Agreements, and (b) \$ \_\_\_\_\_, which equals the aggregate estimated amount that the Issuer has notified the Trustee will become due and owing during the Decision Period; and**

**(2) that, assuming that the amounts set forth in (1) have been paid to the Issuer, in order to continue the relet procedures set forth in Section 6.4(c) of the Indenture for any additional period beyond the Decision Period, it will be necessary for the undersigned Beneficial Owner to promptly deposit with the Trustee additional amounts estimated to equal an aggregate amount of \$ \_\_\_\_\_ per month for each month during which the relet procedure is in place so that the Trustee can continue to make payments due and owing to the Issuer under the Facility Lease Agreements; and**

**(3) that, if the Beneficial Owners fail to deposit sufficient amounts with the Trustee to pay such amounts to the Issuer, then the relet procedure will be terminated.**

**If you have determined to initiate the relet procedure, then, you must irrevocably authorize, instruct and direct the Trustee to have the Facility Lease Agreements remain in effect through the Term (as defined in the Facility Lease Agreements) or a lesser period, as provided in Section 6.4(c)(viii).**

The undersigned hereby acknowledges that the Trustee may conclusively rely on the above direction of the Beneficial Owner and is not bound to make any investigation into the facts or matters stated in the Trustee's Notice. The Beneficial Owner further acknowledges that the Trustee has retained [\_\_\_\_\_], its general counsel in matters such as these, to review those matters in this case which could represent conflicts or liability for the Trustee.

In accordance with Section 7.2 of the Indenture, the undersigned Beneficial Owner agrees to indemnify and hold the Trustee harmless from and against all costs, expenses, claims, damages or liabilities, including reasonable attorneys' fees and expenses, which may be incurred by the Trustee in complying with the directions and instructions of the Beneficial Owner pursuant to this letter of direction.

Respectfully,

**[BENEFICIAL OWNER]**

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



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**LOAN AGREEMENT**

**among**

**GREATER ORLANDO AVIATION AUTHORITY,  
as Issuer**

**and**

**JETBLUE AIRWAYS CORPORATION,  
as Company**

**and**

**WILMINGTON TRUST, NATIONAL ASSOCIATION  
as Trustee**

**Dated as of April 1, 2013**

**Relating to those certain**

**\$42,320,000**

**Greater Orlando Aviation Authority  
Special Purpose Airport Facilities Revenue Refunding Bonds  
(JetBlue Airways Corporation Project)  
Series 2013 of the City of Orlando, Florida**

**CERTAIN RIGHTS OF THE ISSUER UNDER THIS AGREEMENT ARE ASSIGNED BY THE ISSUER TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED AS OF THE DATE FIRST ABOVE WRITTEN, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE TRUSTEE AT 1100 NORTH MARKET STREET, WILMINGTON, DELAWARE 19890.**

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## **LOAN AGREEMENT**

This **LOAN AGREEMENT** (as defined herein, the "Agreement"), dated as of April 1, 2013, is made and entered into by and among **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida (the "Issuer") and **JETBLUE AIRWAYS CORPORATION**, a Delaware corporation (the "Company") and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association (the "Trustee");

### **WITNESSETH:**

**WHEREAS**, the Issuer is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended, as an agency of the City of Orlando, Florida (the "City"); and

**WHEREAS**, the Issuer and the Company have entered into a separate Amended and Restated Facility Lease Agreement for each of the Training Facility (as defined herein) and the Hangar Facility (as defined herein), each dated as of April 1, 2013 (collectively, the "Facility Lease Agreements") to lease the real property upon which the Training Facility and Hangar Facility are located; and

**WHEREAS**, the Issuer previously issued its Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Bonds (JetBlue Airways Corporation Project), Series 2005 (the "Refunded Bonds") in the original aggregate principal amount of \$47,315,000 and loaned the proceeds thereof to the Company to assist in financing the acquisition and construction of an approximately 80,000 square-foot training facility located at 8265 Hangar Boulevard, Orlando, Florida 32827 (the "Training Facility"), an approximately 70,000 square-foot aircraft maintenance hangar facility located at 8900 Hangar Boulevard, Orlando, Florida 32827 (the "Hangar Facility"), and related improvements, property rights, easements, franchises and equipment relating to the foregoing and deemed necessary or convenient for the construction or acquisition of the operation thereof (collectively the "Project"); and

**WHEREAS**, the Company has requested that the Issuer issue its Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida, in the aggregate principal amount of \$42,320,000 (the "Bonds") for the purpose of refunding and redeeming in full the outstanding principal amount of, plus accrued interest and premium, if any, on, the Refunded Bonds; and

**WHEREAS**, to secure the payment of all of the principal of and premium, if any, and interest on the Bonds, the Issuer has assigned its rights, title and interests in this Agreement, without recourse, to Wilmington Trust, National Association, as Trustee (the "Trustee") pursuant to the terms of that certain Indenture of Trust, dated as of April 1, 2013 between the Issuer and the Trustee, and the Company has granted to the Trustee a leasehold mortgage (as defined herein, the "Mortgage") in the property upon which the Project is located; and

**WHEREAS**, the execution and delivery of this Agreement, the assignment of this Agreement to the Trustee and the issuance of the Bonds have been in all respects duly and

validly authorized pursuant to that certain Resolution adopted by the Issuer on January 16, 2013 (the "Bond Resolution") and by a resolution adopted by the City on January 28, 2013; and

**WHEREAS**, the Issuer has determined that the financial assistance requested by the Company is important to the feasibility of the Project and that it is in the best interests of the Issuer to issue the Bonds for the purpose of loaning the Bond Proceeds to the Company to refund and redeem the Refunding Bonds;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

## **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.1 Definitions.** In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein shall have the following meanings unless the context or use clearly indicates another or different meaning or intent, and any other words and terms defined in the Indenture shall have the same meanings when used herein as assigned in the Indenture unless the context or use clearly indicates another or different meaning or intent:

**"Agreement"** means this Loan Agreement and any amendments, modifications, alterations and supplements hereto made in accordance with the provisions hereof and of the Indenture.

**"Bonds"** means the Bonds authorized under the Indenture, as described in the fourth WHEREAS clause herein.

**"Bond Documents"** means, collectively, the Bonds, the Bond Resolution, this Agreement, the Facility Lease Agreements, the Mortgage, the Indenture, the Purchase Agreement and the Official Statement.

**"Bond Proceeds"** means the principal amount of the Bonds deposited into the funds and accounts held under the Indenture, and any investment earnings thereon.

**"Company Representative"** means any one of the persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such persons and signed on behalf of the Company by the President, any Vice President or the Secretary of the Company.

**"Eminent Domain"** means the taking of title to, or the temporary use of, the Project or any part thereof pursuant to eminent domain or condemnation proceedings, or by any settlement or compromise of such proceedings, or any voluntary conveyance of the Project or any part thereof during the pendency of, or as a result of a threat of, such proceedings.

**"Event of Default"** shall have the meaning set forth in **Section 10.1**.

**"Governing Body"** means the board members of the Issuer.

**"Indenture"** means the Indenture of Trust, dated as of April 1, 2013 between the Issuer and the Trustee, and any amendments, modifications, alterations and supplements thereto.

**"Issuer Representative"** means any one of the persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signatures of such persons and signed on behalf of the Issuer by an Authorized Officer of the Issuer.

**"Mortgage"** means the Leasehold Mortgage, Security Agreement and Fixture Filing, dated as of April 1, 2013 granted by the Company to the Trustee.

**"Net Proceeds"**, when used with respect to any proceeds of insurance or proceeds resulting from Eminent Domain, means the gross proceeds therefrom less all expenses (including attorneys' fees) incurred in realization thereof.

**"Official Statement"** means the Preliminary Official Statement and the final Official Statement prepared and used in connection with the initial sale of the Bonds and on the Issue Date.

**"Trustee"** means Wilmington Trust, National Association, as Trustee, and its successors in such capacity under the Indenture.

**Section 1.2 Rules of Construction.** Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

- (a) Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Indenture.
- (b) Words importing the singular number shall include the plural number and vice versa.
- (c) The table of contents, captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.
- (e) All references in this Agreement to particular Articles or Sections are references to Articles and Sections of this Agreement, unless otherwise indicated.
- (f) References herein to any document, agreement or instrument shall mean such document, agreement or instrument as it may be amended, modified, replaced or terminated from time to time in accordance with the terms of this Agreement and the other Bond Documents.

**ARTICLE II  
REPRESENTATIONS**

**Section 2.1 Representations by the Issuer.** The Issuer represents and warrants as follows:

- (a) The Issuer is a body corporate and politic duly organized under the Act and is authorized by the Act to execute and to enter into this Agreement and the other Bond Documents to which it is a party and to undertake the transactions contemplated herein and therein and to carry out its obligations hereunder and thereunder.
- (b) The Issuer has all requisite power, authority and legal right to execute and deliver the Bond Documents to which it is a party and all other instruments and documents to be executed and delivered by the Issuer pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Bond Documents and all other instruments and documents to be executed and delivered to the Issuer pursuant thereto. All corporate action on the part of the Issuer which is required for the execution, delivery, performance and observance by the Issuer of the Bond Documents and all other instruments and documents to be executed and delivered by the Issuer pursuant thereto has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Issuer do not contravene applicable law or any contractual restriction binding on or affecting the Issuer.
- (c) The Issuer and the City have duly approved the issuance of the Bonds and the loan of the Bond Proceeds in accordance with the terms of the Bond Documents to the Company for the refunding and redemption of the Refunded Bonds and paying the costs of issuance related to the issuance of the Bonds; no other authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required as a condition to the performance by the Issuer of its obligations under any Bond Documents or any other instruments and documents to be executed and delivered to the Issuer pursuant thereto.
- (d) This Agreement is, and each other Bond Document to which the Issuer is a party when delivered by the Issuer and, assuming they are valid and binding obligations of the other parties thereto, will be a legal, valid and binding special obligation of the Issuer enforceable against the Issuer in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting the enforcement of creditors' rights in general as the same may apply to the Issuer, and (ii) other general principles of equity.
- (e) There is no default of the Issuer in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for



borrowed money has been incurred which does or could affect the validity and enforceability of the Bond Documents or the ability of the Issuer to perform its obligations hereunder and thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

- (f) With respect to the Bonds, there are no other obligations of the Issuer that have been, are being or will be (i) sold at substantially the same time, (ii) sold pursuant to the same plan of financing, and (iii) reasonably expected to be paid from substantially the same source of funds.
- (g) No action or proceeding before any court, governmental agency or arbitrator is pending, or, to the knowledge of the officers of the Issuer, threatened, the effect of which would be: (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection of any revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Bonds, the Loan of the Bond Proceeds or the validity of any of the Bond Documents, or (iii) in any way contesting the existence or powers of the Issuer.
- (h) In connection with the authorization, issuance and sale of the Bonds, the Issuer has complied with all provisions of the Constitution and laws of the State, including the Act.
- (i) The Issuer has not assigned or pledged and will not assign or pledge its interest in Section 5.2(a) of this Agreement for any purpose other than to secure payment of the Bonds under the Indenture. The Bonds constitute the only bonds or other obligations of the Issuer in any manner payable from the revenues to be derived from this Agreement, and except for the Bonds, no bonds or other obligations have been or will be issued on the basis of this Agreement.
- (j) The Issuer is not in default under any of the provisions of the laws of the State, where any such default would affect the issuance, validity or enforceability of the Bonds or the transactions contemplated by this Agreement or the Indenture.

**Section 2.2 Representations by the Company.** The Company represents and warrants as follows:

- (a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Delaware, is authorized to do business under the laws of the State, and has corporate and other legal power and authority to enter into and to perform the agreements and covenants on its part contained in the Bond Documents to which it is a party, and has duly approved and authorized the execution, delivery and performance of the Bond Documents to which it is a party.
- (b) The execution and delivery of the Bond Documents to which it is a party, the consummation of the transactions contemplated hereby and thereby and by the

Bond Documents to which it is a party, and the fulfillment of or compliance with the terms and conditions hereof and thereof will not conflict with or constitute a breach of or a default under the Company's articles of incorporation or bylaws or any agreement or instrument to which the Company is a party or any existing law, administrative regulation, court order or consent decree to which the Company is subject, or by which it or any of its property is bound.

- (c) The Bond Documents to which the Company is a party have been duly executed and delivered by the Company and, assuming they are valid and binding obligations of the other parties thereto, they are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting the enforcement of creditors' rights in general as the same may apply to the Company, and (ii) other general principles of equity.
- (d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the officers of the Company threatened, against or affecting the Company or any of its officers, and, to the knowledge of the officers of the Company, there is no basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or that would adversely affect, in any way, the validity or enforceability of any of the Bond Documents or any other agreement or instrument to which the Company is a party with respect to the transactions contemplated hereby.
- (e) No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the Company of this Agreement or the other Bond Documents to which the Company is a party or in connection with the carrying out by the Company of its obligations under this Agreement or the other Bond Documents to which the Company is a party.
- (f) The issuance of the Refunded Bonds and the commitments therefor made by the Issuer induced the Company to expand and maintain its operations in the jurisdiction of the Issuer.
- (g) The Company will operate the Project as a "project" within the meaning of the Act until the Bonds have been paid in full.
- (h) The Project will be operated by the Company in such manner as to conform with all applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction over the Project.
- (i) The Company will cause all of the Bond Proceeds to be applied solely to the payment of the refunding and redemption of the Refunded Bonds.

- (j) The Company has taken no action, and has not omitted to take any action, which action or omission to take action would in any way affect or impair the excludability of interest on the Bonds from gross income of the Holders thereof for federal income tax purposes (as long as such Holder is not a "related person" or a "substantial user" of the Project as such terms are used in Section 147(a) of the Code).
  
- (k) The Company hereby agrees that in the event that the deposits required to be made under Section 7 of the Escrow Deposit Agreement are insufficient to pay the principal of, redemption premium, if any, and interest due on the Refunded Bonds, it shall timely deposit with the Escrow Agent the total amount of such deficiency in order to timely pay the principal of, redemption premium, if any, and interest due on the Refunded Bonds in accordance with the terms of the Escrow Deposit Agreement.

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### ARTICLE III THE PROJECT

**Section 3.1 The Project.** The Company has acquired the Project and the Project is complete and has been placed in service. The Company has obtained all necessary permits and approvals for the operation and maintenance of the Project.

**Section 3.2 Reserved.**

**Section 3.3 Reserved.**

**Section 3.4 Reserved.**

**Section 3.5 Reserved.**

**Section 3.6 Company and Issuer Representatives and Successors.** At or prior to the initial sale of the Bonds, the Company and the Issuer shall appoint a Company Representative and an Issuer Representative, respectively, for the purpose of taking all actions and delivering all certificates required to be taken and delivered by the Company Representative and the Issuer Representative under the provisions of this Agreement. The Company and the Issuer, respectively, may appoint alternate Company Representatives and alternate Issuer Representatives to take any such action or make any such certifications if the same is not taken or made by the Company Representative or the Issuer Representative. In the event any of such persons, or any successor appointed pursuant to the provisions of this **Section 3.6**, should resign or become unavailable or unable to take any action or deliver any certificate provided for in this Agreement, another Company Representative or alternate Company Representative, or another Issuer Representative or alternate Issuer Representative, shall thereupon be appointed by the Company or the Issuer, respectively. If the Company or the Issuer fails to make such designation within ten (10) days following the date when the then incumbent Company Representative or Issuer Representative resigns or becomes unavailable or unable to take any such actions, the President or any Vice President of the Company, or the Chairman or the Vice Chairman of the Issuer, shall serve as the Company Representative or the Issuer Representative, respectively. Whenever the provisions of this Agreement require the Company's approval or require the Issuer or the Trustee to take some action at the request or direction of the Company, the Company Representative shall make such approval or such request or direction in writing unless otherwise specified in this Agreement. Any action so taken with the written approval of or at the written direction of the Company Representative shall be binding upon the Company, and any action so taken with the written approval of or at the written direction of the Issuer Representative shall be binding upon the Issuer.

**Section 3.7 Investment of Moneys in Funds.** The Trustee may invest or reinvest any moneys held pursuant to the Indenture to the extent permitted by **Section 4.6** of the Indenture and by law (but subject to the provisions of **Section 8.5** hereof), in Permitted Investments, as defined in the Indenture, as directed by a Company Representative.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department or trust investments department. Any interest accruing on or profit realized from the

investment of any moneys held as a part of any funds held under the Indenture shall be credited to such fund, and any loss resulting from such investment shall be charged to the Bond Fund. Neither the Issuer nor the Trustee shall be liable for any loss resulting from any such investments, provided the Trustee has performed its respective obligations under **Section 4.6** of the Indenture in accordance with **Section 7.1(i)** of the Indenture. For the purposes of this **Section 3.7**, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee shall be deemed to be investments and not deposits.

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**ARTICLE IV  
ISSUANCE OF THE BONDS**

**Section 4.1 Agreement to Issue the Bonds.** To provide funds for the refunding and redemption of the Refunded Bonds, the Issuer agrees that it will sell, issue and deliver the Bonds in the aggregate principal amount of \$42,320,000 to the initial purchasers thereof and will cause the proceeds of the Bonds to be applied as provided in **Section 4.4** of the Indenture.

**Section 4.2 No Third-Party Beneficiary.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to establish in favor of the public or any member thereof, other than as expressly provided herein or as contemplated in the Indenture, the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement, other than as expressly provided herein or as contemplated in the Indenture, to maintain a suit for personal injuries or property damage or breach of contract or default or misrepresentation pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law. To the extent provided in this Agreement and the Bond Documents, the Issuer and the Trustee shall have the right, but not the obligation, to enforce the terms and provisions of this Agreement.

**Section 4.3 No Effect on Existing Agreements between the Issuer and the Company.** This Agreement is not intended to modify, amend, terminate or constitute a novation of any other agreements or instruments entered into between the Issuer and the Company, including but not limited to, the Facility Lease Agreements.

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**ARTICLE V**  
**LOAN; PAYMENT PROVISIONS**

**Section 5.1 Loan of Proceeds.** The Issuer agrees, upon the terms and conditions contained in this Agreement and the Indenture, to lend to the Company the Bond Proceeds received by the Issuer from the sale of the Bonds. The loan shall be made by depositing the proceeds from the initial sale of the Bonds in accordance with **Section 4.4** of the Indenture.

**Section 5.2 Amounts Payable.** The Company hereby agrees to repay the loan made pursuant to this Agreement by making the following payments:

- (a) The Company shall pay or cause to be paid to the Trustee in immediately available funds for the account of the Issuer for deposit into the Bond Fund on or before any Interest Payment Date for the Bonds or any other date that any payment of interest, premium, if any, or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, a sum which, together with any Eligible Funds available for such payment in the Bond Fund, will enable the Trustee to pay the amount payable on such date as principal of (whether at maturity or upon redemption or acceleration or otherwise), premium, if any, and interest on the Bonds as provided in the Indenture.

It is understood and agreed that all payments payable by the Company under this subsection are assigned by the Issuer to the Trustee for the benefit of the Holders. The Company assents to such assignment. The Issuer hereby directs the Company and the Company hereby agrees to pay to the Trustee at the principal corporate trust office of the Trustee all payments payable by the Company pursuant to this subsection.

- (b) The Company will also pay the reasonable fees and expenses of the Issuer, the Trustee, the Paying Agent, the Underwriter and the Registrar under the Indenture and all other amounts which may be payable to the Trustee, Paying Agent or Registrar under **Section 7.2** of the Indenture, such fees and expenses to be paid when due and payable by the Company directly to the Trustee, Paying Agent and Registrar, respectively, for their own account.
- (c) The Company will also pay when due and payable the reasonable fees and expenses of the Issuer related to the issuance of the Bonds, including without limitation, attorneys' fees and expenses and airport consultant's fees and expenses (including expenses of legal counsel to the City).
- (d) In the event the Company shall fail to make any of the payments required in this **Section 5.2**, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid.

**Section 5.3 Unconditional Obligations; Security.** The general obligation of the Company to make the payments required by **Section 5.2** shall be absolute and unconditional. The Company shall pay all such amounts without abatement, diminution or deduction (whether

for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Company may have or assert against the Issuer, the Trustee or any other Person. The payment obligations of the Company under this Agreement shall be secured by the Trust Estate (as defined in the Indenture), including but not limited to the Mortgage.

**Section 5.4 Prepayments.** The Company may prepay all or any part of the amounts required to be paid by it under **Section 5.2**, at the times and in the amounts provided in **Article XI** hereof for redemption of the Bonds, and in the case of mandatory redemptions of the Bonds, the Company shall cause to be furnished to the Issuer such amounts on or prior to the applicable redemption dates. Prepayment of amounts due hereunder pursuant to this **Section 5.4** shall be deposited in the Bond Fund.

**Section 5.5 Credits Against Payments.** To the extent that principal of, premium, if any, or interest on the Bonds shall be paid with moneys available from other sources available under the Indenture, the obligation of the Company to make payments required by **Section 5.2** shall be satisfied and discharged to the extent of the principal of, premium, if any, or interest on the Bonds so paid. If the principal of and premium, if any, and interest on the Bonds shall have been paid sufficiently that payment of the Bonds shall have occurred in accordance with **Article V** of the Indenture, then the obligations of the Company pursuant to **Section 5.2**, *ipso facto*, shall be deemed to have been paid in full, and the Company's obligations under **Section 5.2** and this Agreement shall be discharged.

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**ARTICLE VI  
MAINTENANCE AND TAXES**

**Section 6.1 Company's Obligations to Maintain and Repair.** The Company agrees that during the term of this Agreement it will keep and maintain the Project in good repair and working order, reasonable wear and tear and insured casualty excepted, at its sole cost and expense, and will make or cause to be made from time to time all necessary repairs and replacements thereto, all in accordance with **Section 4.1** of the Facility Lease Agreements.

**Section 6.2 Taxes and Other Charges.** The Company will promptly pay and discharge or cause to be promptly paid and discharged, as the same become due, all taxes, assessments, governmental charges or levies and all utility and other charges incurred by the Company as a result of its occupation, use of, or operation of the Project, all in accordance with the terms of the Facility Lease Agreements, except such that are contested in good faith by the Company for which the Company has maintained adequate reserves satisfactory to the Issuer and the Trustee.

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**ARTICLE VII**  
**INSURANCE, EMINENT DOMAIN AND DAMAGE AND DESTRUCTION**

**Section 7.1 Insurance.** The Company will during the term of this Agreement and at all times while any Bonds are outstanding continuously insure the Project against such risks as are customarily insured against by businesses of like size and type, paying as the same become due all premiums in respect thereof, all in accordance with the provisions of **Article VI** of the Facility Lease Agreements. In addition the Company shall comply, or cause compliance, with applicable worker's compensation laws of the State.

**Section 7.2 Provisions Respecting Eminent Domain.** In case of a taking or proposed taking of all or any part of the Project or any right therein by Eminent Domain, the party upon which notice of such taking is served shall give prompt written notice of such event to the other and to the Trustee. Each such notice shall describe generally the nature and extent of such taking, loss, or proposed taking.

**Section 7.3 Damage and Destruction.** If at any time while any of the Bonds are Outstanding, the Project, or any portion thereof, shall be damaged or destroyed by fire, flood, windstorm or other casualty, or title to, or the temporary use of, the Project, or any portion thereof, shall have been taken by the power of Eminent Domain, the Company (unless it shall have exercised its option to prepay all of the Bonds) shall cause the Net Proceeds from insurance or condemnation or an amount equal thereto to be used for the repair, reconstruction, restoration or replacement of the Project, all in accordance with **Article IX** of the Facility Lease Agreements. In case of any damage to or destruction of all or any part of the Project exceeding \$50,000, the Company shall give prompt written notice thereof to the Issuer and the Trustee.

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## ARTICLE VIII SPECIAL COVENANTS

**Section 8.1 Access to the Property and Inspection.** The Issuer and the Trustee, and their respective agents and employees, shall have the right, at all reasonable times during normal business hours of the Company upon the furnishing of reasonable notice to the Company under the circumstances, to enter upon and examine and inspect the Project and to examine and copy the books and records of the Company insofar as such books and records relate to the Project or the Bond Documents.

**Section 8.2 Financial Statements.** The Company shall, upon request, deliver to the Trustee and the Issuer as soon as practicable and in any event on or before 120 days after the end of each fiscal year of the Company, the financial reports of the Company for such fiscal years, provided that the information required to be provided hereby will be considered provided if it is made available on the Company's website or on the EDGAR database of the Securities and Exchange Commission on or before the period following the end of the Company's fiscal year as indicated above.

**Section 8.3 Further Assurances and Corrective Instruments.**

- (a) Subject to the provisions of the Indenture, the Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (b) The Company shall cause this Agreement and all necessary UCC financing statements (including continuation statements) to be recorded and filed in such manner and in such places as may be required by law to fully preserve and protect the security of the Holders and the rights of the Trustee and to perfect the security interest created by the Indenture.

**Section 8.4 Recording and Filing; Other Instruments.**

- (a) The Company covenants that it will cause continuation statements to be filed as required by law in order fully to preserve and to protect the rights of the Trustee or the Issuer in the assignment of certain rights of the Issuer under this Agreement and otherwise under the Indenture.
- (b) The Company and the Issuer shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable in order to enable the Company to fulfill its obligations as provided in **Section 8.4(a)**. The Company shall file and re-file and record and re-record or shall cause to be filed and re-filed and recorded and re-recorded all instruments required to be filed and re-filed and recorded or re-recorded and shall continue or cause to be continued the liens of such instruments for so long as any of the Bonds shall be Outstanding.

**Section 8.5 Exclusion from Gross Income for Federal Income Tax Purposes of Interest on the Bonds; Non-Arbitrage Covenant.**

- (a) The Company covenants and agrees that it will take or cause to be taken all required actions necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds, including, but not limited to those covenants set forth in the Tax Certificate of Company, dated as of April 1, 2013. The Issuer covenants and agrees that it will take or cause to be taken all required actions to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds.
- (b) The Company and the Issuer covenant that they will (i) not take, or fail to take, any action or make any investment or use of the proceeds of the Bonds that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and (ii) comply with the requirements of Section 148 of the Code.
- (c) If for any reason a rebate is payable to the United States pursuant to Section 148 of the Code, the Company shall calculate, or cause to be calculated, at its sole expense, the Rebate Amount (as defined in the Indenture). Copies of all such rebate calculations shall be provided by the Company to the Trustee. The Company agrees to pay the amount so calculated, together with supporting documentation, to the Trustee so as to permit the Trustee to pay such rebate to the United States at the times required by the Code pursuant to written direction from the Company. The amount paid by the Company to the Trustee shall be deposited into the Rebate Fund. The Company shall maintain or cause to be maintained records of the determinations of the rebate, if any, pursuant to this **Section 8.5(c)** until six (6) years after the retirement of the Bonds. This **Section 8.5(c)** shall be construed in accordance with Section 148(f) of the Code, including, without limitation, any applicable tax regulations promulgated under the Code. Nothing contained in this Agreement or in the Indenture shall be interpreted or construed to require the Issuer to pay any applicable rebate, such obligation being the sole responsibility of the Company. The Company shall pay all fees, costs and expenses associated with calculation of the Rebate Amount (as defined in the Indenture) and upon request from the Issuer provide the Issuer with a copy of such calculation.

**Section 8.6 Indemnity Against Claims.** The Company will pay and discharge and will indemnify and hold harmless the Issuer, the City and the Trustee, and their respective officers, employees and agents, from any taxes, assessments, impositions and other charges in respect of the Project, except to the extent that such taxes, assessments, impositions or other charges are attributable to the gross negligence or willful misconduct of, or the willful breach of this Agreement or the other Bond Documents, by any person seeking such indemnity. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges are sought to be imposed, the Issuer, the City or the Trustee, as the case may be, will give prompt written notice to the Company; provided, however, that the failure to provide such notice will not relieve the Company of the Company's obligations and liability under this **Section 8.6** and will not give rise to any claim against or liability of the Issuer, the

City or the Trustee. The Company shall have the sole right and duty to assume, and shall assume, the defense thereof, with counsel acceptable to the person on behalf of whom the Company undertakes a defense, with full power to litigate, compromise or settle the same in its sole discretion.

**Section 8.7 Release and Indemnification.**

- (a) The Company shall at all times protect, indemnify and hold the Issuer, the City, the Governing Body and the Trustee, and their respective members, directors, officers, employees, attorneys and agents, harmless against any and all liability, losses, damages, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with the Project or the financing of the Project, including, without limitation, all claims or liability resulting from, arising out of or in connection with (i) the acceptance or administration of the Bond Documents or the trusts thereunder or the performance of duties under the Bond Documents, (ii) any claim relating to a violation of state or federal securities laws in connection with the sale of the Bonds, (iii) any failure of the Company to perform its obligations under the Bond Documents, or (iv) any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, including without limitation any lease thereof or assignment of its interest in this Agreement, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by the Issuer, the City, the Governing Body and the Trustee, and their respective members, directors, officers, employees, attorneys and agents, in connection therewith, provided that the benefits of this **Section 8.7** shall not inure to any person other than the Issuer, the City, the Governing Body, the Trustee, their respective members, directors, officers, employees, attorneys and agents, and provided further that if the Company has not defaulted under the terms of this Agreement or the Bond Documents, then this **Section 8.7** shall not apply to any such loss, damage, death, injury, claims, demands or causes that have resulted from the gross negligence or willful misconduct of, or willful breach of this Agreement or the other Bond Documents by, the Issuer, the City, or the Governing Body with respect to the Issuer's, the City's and the Governing Body's right to indemnification or, the Trustee, with respect to the Trustee's right to indemnification or such members, directors, officers, employees, attorneys and agents. The obligations of the Company under this **Section 8.7** shall survive the termination of this Agreement and the Indenture. Notwithstanding any other provision of this Agreement or the Indenture to the contrary, the Company agrees (i) not to assert any claim or institute any action or suit against the Trustee or its employees arising from or in connection with any investment of funds made by the Trustee in good faith as directed by a Company Representative, and (ii) to indemnify and hold the Trustee and its employees harmless against any liability, losses, damages, costs, expenses, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any such investment.

- (b) It is the intention of the parties that the Issuer and the City and their respective officers, agents, attorneys and employees shall not incur pecuniary liability by reason of the terms of this Agreement (including enforcement hereof) or by reason of the undertakings required of the Issuer and the City, or their respective officers hereunder in connection with the issuance of the Bonds, the execution of the Indenture, the performance of any act required of the Issuer and the City, or their respective officers by this Agreement or the Indenture, or the performance of any act requested of the Issuer and the City, or their respective officers by the Company or in any way arising from the transaction of which this Agreement is a part or arising in any manner in connection with the Project or the financing of the Project including, without limitation, claims related to or arising out of any non-payment by the Company of amounts payable hereunder, any reletting activities of the Issuer and any claims by Holders; nevertheless, if the Issuer or the City, or their respective officers, agents, attorneys and employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Issuer and the City, and their respective officers, agents, attorneys and employees harmless against all claims by or on behalf of any person, firm or corporation or other legal entity, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, except to the extent the Company has not defaulted under the terms of this Agreement or the Bond Documents and such claim, action or proceeding is attributable to the gross negligence or willful misconduct of, or willful breach of this Agreement or the other Bond Documents, by any person seeking such indemnity. Upon the written request of the Issuer or the City, the Company shall defend the Issuer and the City and their respective officers, agents, attorneys and employees in any such action or proceeding.
- (c) Nothing herein shall be construed as superseding, amending or limiting the indemnity obligation of the Company as set forth in that certain Loan Commitment entered into between the Company and the Issuer with respect to the transaction contemplated by this Agreement.

**Section 8.8 Compliance with Laws.** The Company agrees to comply with all applicable zoning, planning, building, environmental and other regulations of the governmental authorities having jurisdiction of the Project during the Company's operation of the Project.

**Section 8.9 Notice of Determination of Taxability.** Promptly after the Company first receives written notice from the Internal Revenue Service of its commencement of an investigation or audit of this transaction which the Company or its counsel reasonably believes will result in a Determination of Taxability, or becomes aware of any Determination of Taxability, the Company shall give written notice thereof to the Issuer and the Trustee.

**Section 8.10 Reserved.**

**Section 8.11 Maintenance of Corporate Existence.** The Company agrees that it will continue to be a corporation either organized under the laws of or duly qualified to do business as a foreign corporation in the State, will maintain its corporate existence, will not dissolve or

otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it; provided, that the Company may, without violating the foregoing and without being released of any obligation hereunder, consolidate with or merge into another corporation, or permit one or more corporations to consolidate with or merge into it, or transfer all or substantially all of its assets to another such corporation (and thereafter dissolve or not dissolve, as the Company may elect) if the corporation surviving such merger or resulting from such consolidation, or the corporation to which all or substantially all of the assets of the Company are transferred, as the case may be:

- (i) is a corporation organized under the laws of the United States of America, or any state, district or territory thereof, and qualified to do business in the State;
- (ii) shall, to the reasonable satisfaction of the Issuer and the Trustee, expressly in writing assume all of the obligations of the Company contained in this Agreement and any other Bond Documents to which the Company is a party; and
- (iii) provided that no Event of Default has occurred and is continuing hereunder;
- (iv) shall satisfy any conditions set forth in the Facility Lease Agreements with respect to the assignment or transfer of the Facility Lease Agreements as a result of such consolidation, merger or transfer; and
- (v) an opinion of counsel, which counsel may be in-house counsel to the proposed assignee, as to the enforceability against the proposed assignee of the obligations imposed upon the Company under each Bond Document.

Prior to any such consolidation, merger or transfer the Trustee shall be furnished a certificate from the chief financial officer of the Company or his/her deputy stating that in the opinion of such officer none of the covenants in this Agreement will be violated as a result of said consolidation, merger or transfer.

**Section 8.12 Company Approval of Indenture.** The Company understands that the Issuer will, pursuant to the Indenture and as security for the payment of the principal of, premium, if any, and the interest on the Bonds, assign and pledge to the Trustee, and create a security interest in favor of the Trustee in certain of its rights, title and interest in and to the Trust Estate; and the Company hereby agrees and consents to such assignment and pledge. The Company acknowledges that it has received a copy of the Indenture for its examination and review. By its execution of this Agreement, the Company acknowledges that it has participated in the preparation and review of, approved, and hereby agrees to be bound by, the provisions of the Indenture.

**Section 8.13 Duties and Obligations.** The Company covenants and agrees that it will fully and faithfully perform all the duties and obligations that the Issuer has covenanted and agreed in the Indenture to cause the Company to perform and any duties and obligations that the Company is required in the Indenture to perform. The foregoing shall not apply to any duty or undertaking of the Issuer that by its nature cannot be delegated or assigned. The Indenture shall

not be amended, modified or altered without the Company's prior written consent if the effect thereof is to impose an obligation on the Company or materially change any rights of the Company.

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**ARTICLE IX  
ASSIGNMENT, LEASE AND SALE**

**Section 9.1 Restrictions on Transfer of Issuer's Rights.** The Issuer agrees that, except for the assignment of its rights under this Agreement to the Trustee pursuant to the Indenture, it will not during the term of this Agreement sell, assign, transfer or convey its interests in this Agreement except as provided in **Section 9.2**.

**Section 9.2 Assignment by the Issuer.** The Issuer, as security for payment of the principal of and premium, if any, and interest on the Bonds, hereby assigns to the Trustee in accordance with the Indenture, among other things, certain of its rights, title and interests in and to this Agreement (reserving its rights, however, pursuant to sections of this Agreement providing that notices, reports and other statements be given to the Issuer and that consents be obtained from the Issuer and also reserving its rights to reimbursement and payment of costs and expenses under **Sections 5.2(b) and (c)**, its right of access under **Section 8.1**, and its rights to indemnification and non-liability under **Sections 8.6, 8.7, 12.6 and 12.7**, all of this Agreement). The Trustee hereby accepts such assignment. The Company consents to such assignment and agrees that the Trustee shall be entitled to enforce this Agreement directly against the Company as a third party beneficiary hereof. The parties hereto agree that in any action by the Trustee seeking to enforce any obligations hereunder or under the other Bond Documents, the Trustee may proceed directly against the Company without proceeding against the Issuer if the obligation sought to be performed is ultimately an obligation of the Company hereunder or under the other Bond Documents.

**Section 9.3 Assignment of Agreement by the Company or Lease or Sale of Project.** With the prior written consent of the Issuer and the Trustee, which consent may be withheld in such party's reasonable discretion, and subject to compliance with the terms and provisions of **Section 12.6** of the Facility Lease Agreements, (a) all or a portion of the rights, duties and obligations of the Company under this Agreement may be assigned by the Company and (b) the Project may be subleased as a whole or in part by the Company. Upon the assignment of all of the Company's rights, duties and obligations under this Agreement or the sublease of the Project as a whole, the Trustee may execute a release of the Company from its obligations hereunder and all references to the "Company" in this Agreement, the Indenture, the Bonds and the other Bond Documents shall mean the assignee, lessee or purchaser if (i) such assignee, lessee or purchaser assumes the Company's obligations hereunder and thereunder in writing, (ii) the release of the Company from its obligations hereunder and thereunder will not cause interest on the Bonds to be includable in the gross income of the Holders thereof for purposes of federal income taxation or otherwise conflict with the terms and provisions of the Facility Lease Agreements, and (iii) the Holders of fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding consent in writing to such release. Prior to any assignment, lease or sale pursuant to this **Section 9.3**, the Company shall have caused to be delivered to the Issuer and the Trustee an opinion of Bond Counsel, satisfactory in form and substance to each of them, to the effect that such assignment, lease or sale will not cause interest on the Bonds to be includable in the gross income of the Holders thereof for purposes of federal income taxation. Nothing herein shall be construed as limiting, superseding or terminating any rights of the Issuer under the Facility Lease Agreements, which shall remain in full force and effect.

**Section 9.4 Assumption of Agreement by Purchaser of Project Upon Foreclosure.**

With the prior written consent of the Issuer and the Trustee, any Person who acquires the Company's interests in the Project upon foreclosure may assume the Company's rights, duties and obligations hereunder by delivering to the Issuer and the Trustee, (a) a written assumption of such rights, duties and obligations satisfactory in form and substance to the Issuer and the Trustee, and (b) an opinion of Bond Counsel, satisfactory in form and substance to the Issuer and the Trustee, to the effect that such assumption will not cause interest on the Bonds to be includable in the gross income of the Holders thereof for purposes of federal income taxation. From and after the date of such assumption, the Company shall be deemed to be released from its rights, duties and obligations hereunder and all references to the "Company" in this Agreement, the Indenture and the Bonds shall mean the Person who acquires the Company's interests in the Project upon foreclosure.

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**ARTICLE X**  
**EVENTS OF DEFAULT AND REMEDIES**

**Section 10.1 Events of Default Defined.** The term "Event of Default" shall mean any one or more of the following events:

- (a) Failure by the Company to make any payments required to be paid pursuant to **Section 5.2(a)** herein on or before forty-eight (48) hours following the date that such payments are due;
- (b) The occurrence of an Event of Default under the Indenture;
- (c) Any representation by or on behalf of the Company contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or the Indenture proves false or misleading in any material respect as of the date of the making or furnishing thereof, provided, however, if the false or misleading representation was made on a prior date, was a result of the negligence rather than the intentional or willful acts of the Company, and is no longer material on the date the representation is determined to be false or misleading, then such false or misleading representation shall not be deemed to be a default hereunder;
- (d) Failure by the Company to observe or perform any of its other covenants, conditions, payments or agreements under this Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Company by the Issuer or the Trustee provided however, that the Company may request in writing and the Trustee and the Issuer shall grant an extension of such thirty (30) day cure period for an additional period not to exceed one-hundred eighty (180) days if such failure cannot be reasonably cured within such thirty (30) day period, and the Company diligently pursues the cure of such failure, and no other Events of Default have occurred and are continuing hereunder;
- (e) The Company shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or similar official of the Company or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Company in an involuntary case under the Bankruptcy Code, or (vii) take any corporate action for the purpose of effecting any of the foregoing; or

- (f) A proceeding or case shall be commenced, without the application or consent of the Company, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up or composition or adjustment of debts of the Company, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Company or of all or any substantial part of its assets, or (iii) similar relief in respect of the Company under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of 90 days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Company shall be entered in an involuntary case under the Bankruptcy Code.

**Section 10.2 Remedies of Trustee upon Default.** Upon the occurrence of an Event of Default under this Agreement, the Trustee, as assignee of the Issuer, shall take any one or more of the following remedial steps:(a) exercise any and all remedies that are available to it under the Mortgage,

- (b) if acceleration of the principal amount of the Bonds has been declared pursuant to **Section 6.2** of the Indenture, by written notice, declare all payments hereunder immediately due and payable, whereupon the same shall become immediately due and payable without presentment, demand, protest or any other notice whatsoever, all of which are hereby expressly waived by the Company, or
- (c) take whatever other action at law or in equity which the Trustee may determine to be necessary or desirable to collect the amounts payable pursuant hereto then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

In the enforcement of the remedies provided in this **Section 10.2**, the Issuer and the Trustee may treat all reasonable expenses of enforcement, including, without limitation, legal, accounting and advertising fees and expenses, as additional amounts payable by the Company then due and owing. In accordance with **Section 4.2** hereof, the Issuer shall have the right, but not the obligation, to enforce the remedies available to it under this Agreement.

**Section 10.3 Application of Amounts Realized in Enforcement of Remedies.** Any amounts collected pursuant to action taken under **Section 10.2** shall be paid to the Trustee and applied in accordance with **Section 6.8** of the Indenture.

**Section 10.4 No Remedy Exclusive.** Notwithstanding anything herein to the contrary, no remedy herein conferred upon or reserved to the Trustee in **Section 10.2** above is intended to preclude Issuer from seeking any and all remedies upon breach hereof by Company. No remedy set forth herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default under this Agreement

shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 10.5 Agreement to Pay Attorneys' Fees and Expenses.** Upon the occurrence of an Event of Default under this Agreement, if the Issuer or the Trustee employs outside attorneys or incurs other expenses for the collection of amounts payable hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of the Company herein contained, whether or not suit is commenced, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee or any combination thereof, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Issuer or the Trustee.

**Section 10.6 Issuer and Company to Give Notice of Default.** The Issuer and the Company severally covenant that they will, at the expense of the Company, promptly give to the Trustee and the Paying Agent, and to each other, written notice of any Event of Default under this Agreement of which they shall have actual knowledge or written notice, but the Issuer shall not be liable for failing to give such notice.

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**ARTICLE XI  
PREPAYMENTS; PURCHASE OF BONDS**

**Section 11.1 Optional Prepayments.**

- (a) Upon the occurrence of any of the events set forth in **Section 3.2** of the Indenture, the Company shall have, and is hereby granted, the option to prepay the unpaid principal amount due hereunder in whole, together with interest thereon to the date of redemption of the Bonds, at any time by directing the Trustee to redeem the Bonds pursuant to **Section 3.2** of the Indenture and by taking, or causing the Issuer to take, the actions required by the Indenture for the redemption of all Bonds then outstanding,
- (b) The Company shall have, and is hereby granted, the option to prepay all or any portion of the unpaid balance hereunder, together with interest thereon to the date of redemption of the Bonds, at any time by directing the Trustee to redeem the Bonds pursuant to **Section 3.1** of the Indenture and by taking, or causing the Issuer to take, the actions required by the Indenture (i) to discharge the lien thereof through the redemption, or provision for payment of redemption of all Bonds then outstanding or (ii) to effect the redemption, or for payment or redemption, of less than all Bonds then outstanding, pursuant to **Section 3.1** of the Indenture.
- (c) To make a prepayment pursuant to this **Section 11.1**, the Company shall give written notice to the Issuer, the Trustee and the Registrar which shall specify therein (i) the date of the intended prepayment, which shall not be less than 45 days from the date any Bonds are to be redeemed from such prepayment, and (ii) the principal amount to be prepaid and the date or dates on which the prepayment is to occur. All such prepayments shall be in the amount of the unpaid amount hereunder if made pursuant to **Section 11.1(a)** or in the amount of an Authorized Denomination if made pursuant to **Section 11.1(b)** and the Company shall furnish additional funds, if necessary, to make such prepayments in such amounts. In addition, the Company shall make such additional payments as shall be necessary to pay any redemption premium on the Bonds in connection with such redemption.

**Section 11.2 Mandatory Prepayment Upon a Determination of Taxability.** In the event of a Determination of Taxability, the Company shall forthwith, and in any event within 45 days of any such Determination of Taxability, pay the entire unpaid principal balance hereunder plus accrued interest thereon to the date of payment, provided, that, if the Company delivers to the Trustee the opinion of Bond Counsel described in **Section 3.3** of the Indenture, which opinion states that interest on the Bonds will not be includable in the gross income of the Holders thereof if less than all of the Bonds are redeemed, then the Company shall prepay the Loan in the amount necessary to redeem the amount of Bonds stated in such opinion.

The Company hereby agrees to give prompt written notice to the Issuer and the Trustee of (a) the occurrence of an event that gives or may give rise to a Determination of Taxability or

(b) its receipt of any oral or written advice from the Internal Revenue Service that an event giving rise to a Determination of Taxability shall have occurred.

**Section 11.3 Relative Priorities.** The obligations of the Company under **Section 11.2** shall be and remain superior to the rights, obligations and options of the Company under **Section 11.1**.

**Section 11.4 Prepayment to Include Fees and Expenses.** Any prepayment under this Article shall also include any expenses of prepayment, as well as all expenses and costs provided for herein.

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**ARTICLE XII**  
**TRUSTEE**

**Section 12.1 Trustee Duties.** In acting hereunder, Trustee shall have only such duties as are specified herein and no implied duties shall be read into this Agreement, and Trustee shall not be liable for any act done, or omitted to be done, by it in the absence of its gross negligence or willful misconduct.

**Section 12.2 Reliance and Limitation of Liability.**

- (a) Trustee may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and correct, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
- (b) The Trustee shall be entitled to advice of counsel concerning all matters hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees. The Trustee may act upon the written direction of the opinion or advice of counsel selected by it in the exercise of reasonable care. In the absence of bad faith, the Trustee shall not be responsible for any loss, damage or other liability resulting from any action or non-action in reliance upon such written direction, opinion or advice.
- (c) Trustee shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action, which in the Trustee's sole and absolute judgment could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole discretion to be satisfactory.
- (d) In the event Trustee receives conflicting instructions hereunder, Trustee shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Trustee.

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**ARTICLE XIII  
MISCELLANEOUS**

**Section 13.1 Amounts Remaining in Funds.** Subject to the provisions of **Article V** of the Indenture and as provided in **Article IV** of the Indenture, it is agreed by the parties hereto that amounts remaining in the Bond Fund upon expiration or earlier termination of this Agreement, as provided in this Agreement, shall be applied to the payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all other amounts owing under the Indenture.

**Section 13.2 No Implied Waiver.** In the event any provision of this Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach thereunder or hereunder.

**Section 13.3 Issuer Representative.** Whenever under the provisions of this Agreement the approval of the Issuer is required or the Issuer is required to take some action at the request of the Company or the Trustee, such approval shall be made or such action shall be taken by the Issuer Representative; and the Company, the Paying Agent and the Trustee shall be authorized to rely on any such approval or action.

**Section 13.4 Company Representative.** Whenever under the provisions of this Agreement the approval of the Company is required or the Company is required to take some action at the request of the Issuer or the Trustee, such approval shall be made or such action shall be taken by the Company Representative; and the Issuer, the Paying Agent and the Trustee shall be authorized to rely on any such approval or action.

**Section 13.5 Notices.** Notice under this Agreement shall be given in accordance with **Section 9.4** of the Indenture.

**Section 13.6 Issuer, the City, Governing Body, Members, Commissioners, Directors, Officers, Agents, Attorneys and Employees of Issuer and Governing Body Not Liable.** To the extent permitted by law, no recourse shall be had for the enforcement of any obligation, promise or agreement of the Issuer contained herein or in the other Bond Documents to which the Issuer is a party or for any claim based hereon or thereon or otherwise in respect hereof or thereof against the Issuer, the Governing Body, the City, any member, commissioner, director, officer, agent, attorney or employee, as such, in his/her individual capacity, past, present or future, of the Issuer, the Governing Body, the City, or of any successor entity, either directly or through the Issuer, the Governing Body, the City, or any successor entity, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. No personal liability whatsoever shall attach to, or be incurred by, any member, commissioner, director, officer, agent, attorney or employee, as such, in his/her individual capacity, past, present or future, of the Issuer, the Governing Body, the City, or of any successor entity, either directly or through the Issuer, the Governing Body, the City, or any successor entity, under or by reason of any of the obligations, promises or agreements entered into between the Issuer and the Company, whether herein contained or to be implied herefrom as being supplemental hereto; and all personal liability of that character against every such member,

commissioner, director, officer, agent, attorney or employee is, by the execution of this Agreement and as a condition of, and as part of the consideration for, the execution of this Agreement, expressly waived and released.

Notwithstanding any other provision of this Agreement, the Issuer shall not be liable to the Company or the Trustee or any other person for any failure of the Issuer to take action under this Agreement or any other Bond Document unless the Issuer (a) is requested in writing by an appropriate person to take such action, (b) is assured of payment of, or reimbursement for, any reasonable expenses in such action, and (c) is afforded, under the existing circumstances, a reasonable period to take such action. In acting under this Agreement, or in refraining from acting under this Agreement, the Issuer may conclusively rely on the advice of its counsel.

**Section 13.7 No Liability of Issuer; No Charge Against Issuer's Credit.** Any obligation of the Issuer created by, arising out of, or entered into in contemplation of this Agreement, including the Bonds, shall not impose a debt or pecuniary liability upon the Issuer, the City, the State or any political subdivision thereof or constitute a charge upon the general credit or taxing powers of any of the foregoing. Any such obligation shall be payable solely out of the revenues and any other moneys derived hereunder and under the Indenture, except (as provided in the Indenture and in this Agreement) to the extent it shall be paid out of moneys attributable to the proceeds of the Bonds or the income from the temporary investment thereof.

The principal of, premium, if any, and interest on the Bonds shall be payable solely from the funds pledged for their payment in accordance with the Indenture.

**Section 13.8 If Performance Date Not a Business Day.** If the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day.

**Section 13.9 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company, and their respective successors and assigns. No assignment of this Agreement by the Company shall relieve the Company of its obligations hereunder.

**Section 13.10 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.11 Amendments, Changes and Modifications.** Subsequent to the issuance of the Bonds and prior to payment of the Bonds, this Agreement may not be effectively amended, changed, modified, altered or terminated except in accordance with the Indenture.

**Section 13.12 Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which, taken together, shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.13 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**IN WITNESS WHEREOF**, the Issuer, the Company and the Trustee have caused this Agreement to be executed in their respective legal names and their respective corporate seals to be hereunto affixed, and the signatures of duly authorized persons to be attested, all as of the date first above written.

**GREATER ORLANDO AVIATION  
AUTHORITY**

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

[SEAL]

ATTEST:

\_\_\_\_\_  
Assistant Secretary

**JETBLUE AIRWAYS CORPORATION**

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

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**

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

[SEAL]

ATTEST:

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

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## APPENDIX B

### SUMMARY OF CERTAIN PROVISIONS OF THE LEASEHOLD MORTGAGE

The following is a summary of certain provisions of the Leasehold Mortgage, Security Agreement and Fixture Filing dated as of April 1, 2013 (the “Mortgage”). This summary does not purport to be complete or definitive. Moreover, reference is made to the Mortgage for a full and complete statement of its terms and provisions and for the definition of capitalized terms used in this summary. Capitalized terms used herein that are not set forth in the Mortgage shall be found in the Loan Agreement or the Indenture.

**The Parties to the Mortgage.** JetBlue Airways Corporation, a Delaware corporation (the “Mortgagor”) and Wilmington Trust, National Association, a national banking association (the “Mortgagee”), entered into the Mortgage in connection with the refinancing of the Project (as defined in the Indenture).

**The Loan Agreement and Indenture.** In addition to being a party to the Mortgage, Mortgagor is also a party to that certain Loan Agreement by and among Greater Orlando Aviation Authority (the “Issuer”) (as Issuer), Mortgagor (as Company) and Mortgagee (as Trustee), dated as of April 1, 2013 (the “Loan Agreement”). In connection with the issuance of the Bonds (as defined in the Loan Agreement), the Issuer and Mortgagee (as Trustee) have entered into that certain Indenture of Trust dated as of April 1, 2013 (the “Indenture”).

**Secured Obligations.** The Mortgage secures (i) the Mortgagor’s payment of amounts due under the Loan Agreement and the Mortgage; and (ii) payment of any additional sums advanced to Mortgagor by or behalf of Mortgagee that pertain to the Loan Documents and to the Premises; (iii) all sums that are advanced by or on behalf of Mortgagee to protect the Premises; and (iv) the Mortgagor’s compliance and performance of each covenant and condition of the Mortgagor set forth in the Mortgage and the Loan Agreement (collectively, the “Obligations”).

**Lien.** Mortgagor grants, bargains and conveys to Mortgagee its interest in the leasehold estate in the Premises created by the Facility Lease Agreements and, with the exception of the Excluded Equipment, all improvements (including the buildings constructed thereon) and personal property contained in the Premises; provided, however, that any interest of the Mortgagee in any property pledged under the Mortgage shall be subordinate to the rights of the Authority as set forth in the Facility Lease Agreements and the Loan Agreement.

**Payment and Performance of Obligations.** Mortgagor shall perform the covenants and conditions in the Mortgage and shall pay the Obligations in accordance with the terms of the Loan Agreement, the Mortgage and any other security instruments evidencing the lien on the Premises. Mortgagor agrees further that it will execute further instruments and documents as Mortgagee may reasonably request for purposes of obtaining or preserving the full benefits of the Mortgage and the rights of the Mortgagee thereunder.

**Default.** An Event of Default shall be deemed to have occurred in the following instances: (1) if Trustee receives a Lease Default Notice (as such term is defined in the Indenture) pursuant to Section 6.4(a) of the Indenture; and (2) Any Event of Default by Mortgagor under the Loan Agreement after all applicable cure periods have expired and Trustee's rights and/or remedies upon the occurrence of an Event of Default have been triggered.

**Remedies.** Upon the occurrence and during the continuation of an Event of Default under the Mortgage, Mortgagee may enter upon the Premises and dispossess Mortgagor in accordance with law, take possession of the Premises for the purpose of effectuating Mortgagee's remedies as set forth in Section 6.4 of the Indenture and thereafter, exclude Mortgagor wholly from the Premises. Upon dispossession of Mortgagor from the Premises, Mortgagee shall undertake its obligations set forth in Section 6.4 of the Indenture as it pertains to an Event of Default under the Mortgage. Additionally, Mortgagee shall have all such other rights and may pursue such other remedies as provided under the Indenture. Except as may be set forth in Section 6.4 of the Indenture, no remedy conferred upon Mortgagee in the Mortgage or the Indenture is intended to be exclusive of any other remedy provided or permitted under the Indenture. Subject to Section 6.4 of the Indenture, Mortgagee may pursue any power or remedy granted to Mortgagee under the Indenture concurrently or independently and may pursue inconsistent remedies.

**Rights of Mortgagor.** Subject to the terms and conditions of the Loan Agreement and governing or applicable portions of the Indenture, including, without limitation, Section 6.4 of the Indenture, Mortgagor shall have all rights and privileges in connection with the Premises that it has under the Facility Lease Agreements and may take all actions in connection with the Premises that are permitted under the Facility Lease Agreements without the consent of Mortgagee.

**Notices.** All notices, demands or requests shall be sent to those addressees specified in the Mortgage.

**Successors and Assigns; Third Party Beneficiaries.** The Mortgage runs with the land and is binding upon and inures to the benefit of Mortgagor and Mortgagee and their respective successors and assigns. In the event that the Trustee is replaced under the terms of the Indenture, the Mortgagee shall be replaced with the same entity that replaced the Trustee. The Issuer is a third party beneficiary with rights of enforcement under the Mortgage.

**Renewal, Extension, Modification.** Subject to the provisions of the Loan Agreement and prior consent of Issuer and Mortgagor, Mortgagee may renew or extend the Mortgage or alter or modify the same in any way or Mortgagee may waive any of the terms, conditions or covenants and may release any portion of the Premises or security as Mortgagee may determine.

**Estoppel Certificates.** Within ten (10) days of Mortgagor's receipt of Mortgagee's written demand therefor, Mortgagor shall certify to Mortgagee in writing the original principal amount under the Loan Agreement, the amount of the principal and interest then owing under the provisions of the Loan Agreement and the date on which the most recent installment of principal and interest were paid, and whether any offset or defense exists against the debt secured by the



Mortgage. Within ten (10) days after written demand from Mortgagor, Mortgagee shall deliver to Mortgagor a certificate duly executed in a form reasonably satisfactory to Mortgagor stating the then unpaid balance and interest due and unpaid under the Loan Agreement and whether Mortgagor is then current under the Loan Agreement.

**Prohibition Against Conveyance without Issuer's Consent.** The Facility Lease Agreements and the Loan Agreement prohibit conveyance of any right, title or interest in the Premises by Mortgagor without Issuer's consent.

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## APPENDIX C

### CERTAIN INFORMATION CONCERNING JETBLUE AIRWAYS CORPORATION

#### Statement of Available Information

JetBlue Airways Corporation (the “Company”) is subject to the information requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance therewith files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the “SEC”). These filings are available to the public over the Internet at the SEC’s web site at <http://www.sec.gov>. A prospective purchaser can call the SEC at 1-800-SEC-0330 for further information on the public reference rooms and copy charges. Reports, proxy statements and other information filed by the Company can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Copies of such material can be obtained by mail from the Public Reference Section of the SEC at 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates.

#### Incorporation of Certain Documents by Reference

The following documents have been filed with SEC and are incorporated herein by reference:

1. The Company’s Annual Report on Form 10-K for the year ended December 31, 2012, filed on February 21, 2013.
2. The Company’s Current Report on Form 8-K filed on January 29, 2013 relating to an Investor Update of the Company issued on the same day.
3. The Company’s Current Report on Form 8-K filed on January 29, 2013 relating to the press release of the Company issued on the same day announcing financial results for the fourth quarter and year ended December 31, 2012.
4. The Company’s Current Report on Form 8-K filed on February 13, 2013 relating to the press release of the Company issued on the same day titled “JetBlue Airways Reports January Traffic.”
5. The Company’s Current Report on Form 8-K filed on March 12, 2013 relating to the press release of the Company issued on the same day titled “JetBlue Airways Reports February Traffic.”

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Official Statement but prior to the delivery date of the Bonds shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of any such document. Any statement contained in a document incorporated or

deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statements. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement.

The Company will provide a copy of these filings (other than any exhibits thereto, unless those exhibits are specifically incorporated by reference in the filings) at no cost by requesting them from the Company in writing or by telephone at the following address:

JetBlue Airways Corporation  
27-01 Queens Plaza North  
Long Island City, New York 11101  
Attention: Legal Department  
(718) 286-7900

Persons receiving this Official Statement should rely only on the information incorporated by reference or provided in this Official Statement or any applicable supplement hereto. The Company has not authorized anyone else to provide prospective purchasers with different information. If anyone provides different or inconsistent information, it should not be relied upon.

The postal address for the Company's principal executive office is 27-01 Queens Plaza North, Long Island City, New York 11101 (telephone: (718) 286-7900). Documents may also be available on the Company's website at <http://investor.jetblue.com>. Other than the incorporated documents, information contained on the Company's website does not constitute a part of this Official Statement.

**APPENDIX D**

**FORM OF OPINION OF BOND COUNSEL**

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*Upon delivery of the Series 2013 Bonds in definitive form, Bond Counsel proposes to render their final approving opinion with respect to such Series 2013 Bonds in substantially the following form:*

April 11, 2013

Greater Orlando Aviation Authority  
One Jeff Fuqua Boulevard  
Orlando, FL 32827

**Re: \$42,320,000 Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida**

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Greater Orlando Aviation Authority (the "Authority") of its \$42,320,000 Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds, Series 2013 of the City of Orlando, Florida (the "Series 2013 Bonds"), dated of even date herewith.

The Series 2013 Bonds are being issued pursuant to the authority of (a) the Constitution and laws of the State of Florida, Chapter 98-492, Special Laws of Florida 1998, as amended, Part II of Chapter 159, Florida Statutes, as amended, and other applicable provisions of law, (b) that certain Trust Indenture dated as of April 1, 2013 between the Authority and Wilmington Trust, National Association, as trustee (the "Indenture"), (c) that certain Resolution of the Authority adopted on January 16, 2013 (the "Bond Resolution"), and (d) that certain resolution of the City of Orlando, Florida (the "City") adopted on January 28, 2013. All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning as ascribed to them in the Indenture.

In rendering this opinion we have examined the transcript of the proceedings (the "Transcript") relating to the issuance of the Series 2013 Bonds which include the Bond Resolution, the Indenture, the Loan Agreement (as hereinafter defined) and certain other documentation, an executed or facsimile of each of the Series 2013 Bonds and such other documents as we have deemed necessary to render this opinion.

The Series 2013 Bonds are being issued to, among other things refund and redeem in full those certain Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Bonds (JetBlue Airways Corporation Project), Series 2005 (the "Refunded Bonds"). The Refunded Bonds were issued for the purpose of making a loan to JetBlue Airways Corporation, (the "Company") to assist in financing the acquisition and construction of an approximately 80,000 square-foot training facility, an approximately 70,000 square-foot aircraft maintenance

hangar facility and related improvements, property rights, easements, franchises and equipment relating to the foregoing and deemed necessary or convenient for the construction or acquisition of the operation thereof. The proceeds from the sale of the Series 2013 Bonds will be loaned to the Company pursuant to the terms of a Loan Agreement dated as of April 1, 2013 among the Authority, the Trustee and the Company (the "Loan Agreement").

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

1. All conditions precedent to the delivery of the Series 2013 Bonds have been duly fulfilled and the Bond Resolution has been duly adopted by the Authority and approved by the City and the Bond Resolution, the Indenture and the Loan Agreement each constitute a valid and legally binding obligation of the Authority enforceable in accordance with their respective terms.

2. The issuance and sale of the Series 2013 Bonds has been duly authorized by the Authority and the Series 2013 Bonds constitute valid and legally binding limited obligations of the Authority and the City, payable solely from, and secured by the Trust Estate and other funds and investment earnings thereon held pursuant to the Indenture in the manner and to the extent specified in the Indenture (the "Trust Estate").

3. Except as expressly provided for in the Bond Resolution, the Series 2013 Bonds are not obligations of the State of Florida or general obligations of the Authority, the City or any political subdivision of the State of Florida. Neither the faith and credit nor the taxing power of the City, the State of Florida or any political subdivision thereof is pledged to the payment of the principal of the Series 2013 Bonds, or the interest or premium, if any, thereon. The Authority has no taxing power. The principal of and interest on the Series 2013 Bonds shall not be payable from or be a charge or lien on any funds of the City or the Authority other than the Trust Estate and the owners of the Series 2013 Bonds shall have no recourse to the taxing power of the Authority, the City, the State of Florida or any agency or political subdivision thereof.

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below: (i) interest on the Series 2013 Bonds is excludable from gross income for federal income tax purposes, except interest on a Series 2013 Bond for any period during which that Series 2013 Bond is held by a "substantial user" of the facilities financed by the Series 2013 Bonds, or a "related person" as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) interest on the Series 2013 Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

In rendering the opinion in this Paragraph 4 above, we have assumed continuing compliance by the Authority and the Company with the requirements of the Code that must be met after the issuance of the Series 2013 Bonds in order that interest on the Series 2013 Bonds



be, and continue to be, excludable from gross income for federal income tax purposes. The Authority and the Company have covenanted to comply with the requirements of the Code in order to maintain the excludability of interest on the Series 2013 Bonds from gross income for federal income tax purposes. The failure by the Authority or the Company to meet certain of such requirements may cause interest on the Series 2013 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2013 Bonds.

5. The Series 2013 Bonds and the interest thereon are not subject to taxation under the laws of the State, except estate taxes imposed by Chapter 220, Florida Statutes, as amended, on interest, income or profits on debt obligations owned by corporations, as defined in Chapter 220, Florida Statutes, as amended.

Except as stated in Paragraphs 4 and 5 above, we express no opinion as to any other tax consequences regarding the Series 2013 Bonds.

This opinion is qualified to the extent that the enforceability of the Series 2013 Bonds, the Indenture, the Loan Agreement and the Bond Resolution, respectively, may be limited by general principles of equity which may permit the exercise of judicial discretion, and by bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, now or hereafter in effect.

In rendering the foregoing opinions we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

We have not been engaged nor have we undertaken to review or verify and therefore express no opinion as to the accuracy, adequacy, fairness or completeness of any official statement or other offering materials relating to the Series 2013 Bonds, except as may be otherwise set forth in our supplemental opinion delivered to the initial purchaser of the Series 2013 Bonds. In addition, other than as expressly set forth herein, we have not passed upon and therefore express no opinion as to the compliance by the Authority or any other party involved in this financing, or the necessity of such parties complying, with any federal or state registration requirements or security statutes, regulations or rulings with respect to the offer and sale of the Series 2013 Bonds.

Reference is made to the opinion of even date herewith of Broad and Cassel, Counsel to the Authority, on which we rely as to the due organization and valid existence of the Authority, the due adoption of the Bond Resolution and the approvals, if any, required from certain airlines

under the Lease and Use Agreements; and to the opinion of even date herewith of the City's Office of Legal Affairs, as to the due adoption by the City of its resolution approving the Bond Resolution. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in such opinions, and have relied solely on the matters described therein.

We express no opinion with respect to any other document or agreement entered into by the Authority or by any other person in connection with the issuance of the Series 2013 Bonds, other than as expressed herein.

Our opinions expressed herein are predicated upon present laws, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

## APPENDIX E

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this “Disclosure Agreement”) is executed and delivered as of April 11, 2013 by **JETBLUE AIRWAYS CORPORATION**, a Delaware corporation (the “Company”), **WILMINGTON TRUST, NATIONAL ASSOCIATION** (the “Dissemination Agent”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (the “Trustee”) under an Indenture of Trust, dated as of April 1, 2013, by and between the Greater Orlando Aviation Authority (the “Authority”) and the Trustee (the “Indenture”) in connection with the issuance of the Authority’s \$42,320,000 Greater Orlando Aviation Authority Special Purpose Airport Facilities Revenue Refunding Bonds (JetBlue Airways Corporation), Series 2013 of the City of Orlando, Florida (the “Bonds”). The proceeds of the Bonds are being loaned by the Authority to the Company pursuant to a Loan Agreement dated as of April 1, 2013 among the Authority, the Company and the Trustee (the “Loan Agreement”). The Company and the Dissemination Agent covenant and agree as follows:

**1. Purpose of the Disclosure Agreement.** The Company, as “Obligated Person” under the Rule (herein defined), is entering into this Disclosure Agreement to provide, through the Dissemination Agent, financial information and operating data of the Company, in order to assist the Participating Underwriter’s (herein defined) compliance with the Rule. The Company, the Trustee and the Dissemination Agent acknowledge that the Authority has undertaken no responsibility with respect to any reports, notices or disclosures provided or required hereunder, and has no liability to any person, including any Owner of the Bonds, with respect to any such reports, notices or disclosures.

**2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report prepared by the Company pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Company” means JetBlue Airways Corporation, a Delaware Corporation, and its successors and assigns.

“Business Day” means any day other than a Saturday, Sunday or a day when banks in the City of Orlando, Florida or in the cities in which the then designated office of the Trustee, the Paying Agent or the Dissemination Agent are located are required or authorized by law to be closed or on which the New York Stock Exchange is closed.

“Dissemination Agent” shall mean Wilmington Trust, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated by the Authority.

“Disclosure Representative” shall mean the General Counsel of the Company or his or her designee, or such other person as the Company shall designate in writing to the Trustee from time to time.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system or such other system as permitted under the Rule.

“Listed Events” shall mean any or all of the events listed in Section 4(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“National Repository” shall mean any current or future Nationally Recognized Municipal Securities Information Repository for purposes of the Rule and recognized as such by the Securities and Exchange Commission.

“Official Statement” shall mean the Official Statement of the Authority, dated March 15, 2013, delivered in connection with the offering of the Bonds and any amendment or supplement thereto.

“Owner” and “Registered Owner” shall mean any individual beneficial owner of the Bonds. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the Securities and Exchange Act of 1934, as amended, or, in the event such provisions do not adequately address the situation at hand (in the opinion of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

“Participating Underwriter” shall mean the original underwriter of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) 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 Repository” shall mean any public or private repository or entity designated by the state in which the Authority is located as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

“Trustee” means Wilmington Trust, National Association, with its designated trust office in Wilmington, Delaware and any successor in trust pursuant to the Indenture.

### **3. Provision of Annual Reports.**

(a) Not later than 120 days after the end of the Company’s fiscal year and in no event later than April 30, commencing with fiscal year 2013, the Company shall provide an Annual

Report to the Dissemination Agent, together with sufficient copies of such Annual Report for filing with each Repository. If the Dissemination Agent has not received the Annual Report by such date, the Dissemination Agent shall notify the Company in writing by facsimile transmission, confirmed by telephone.

(b) The Dissemination Agent shall, as soon as practical, but in no event later than the fourteenth (14th) Business Day following receipt of an Annual Report, provide such Annual Report to each Repository.

(c) If an Annual Report is not filed on or before the date required in any year, the Dissemination Agent shall send a notice to each Repository and the Municipal Securities Rulemaking Board in substantially the form attached hereto as EXHIBIT A.

(d) The Dissemination Agent shall:

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

(ii) provide a written report to the Company and the Authority stating that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided, and listing all the Repositories to which it was provided.

(e) Content of Annual Reports; Incorporation by Reference. The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information may be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices in New York and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material may also be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. The Commission also maintains a World Wide Web site that contains reports, proxy and information statements, and other information regarding registrants (including the Company) that file electronically with the Commission (<http://www.sec.gov>). The Company common stock is listed on The NASDAQ Stock Market, and reports, proxy statements and other information relating to the Company can be inspected at the NASDAQ Stock Market, One Liberty Plaza, 165 Broadway, New York, New York 10006.

The following documents filed with the Commission have been incorporated into the Official Statement by reference:

(i) The Company's Annual Report on Form 10-K for the year ended December 31, 2012, filed on February 21, 2013.

(ii) The Company's Current Report on Form 8-K filed on January 29, 2013 relating to an Investor Update of the Company issued on the same day.

(iii) The Company's Current Report on Form 8-K filed on January 29, 2013 relating to the press release of the Company issued on the same day announcing financial results for the fourth quarter and year ended December 31, 2012.

(iv) The Company's Current Report on Form 8-K filed on February 13, 2013 relating to the press release of the Company issued on the same day titled "JetBlue Airways Reports January Traffic."

(v) The Company's Current Report on Form 8-K filed on March 12, 2013 relating to the press release of the Company issued on the same day titled "JetBlue Airways Reports February Traffic."

All documents subsequently filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the Official Statement and prior to the termination of any offering of securities made by the Official Statement shall be deemed to be incorporated by reference into the Official Statement and to be part thereof from their respective dates of filing. Any statement made in the Official Statement or in a document incorporated or deemed to be incorporated by reference therein shall be deemed to be modified or superseded for purposes of the Official Statement to the extent that another statement made in the Official Statement or in any other subsequently filed document that also is or is deemed to be incorporated by reference therein modifies or supersedes such statement. Any modified or superseded statement shall not be deemed, except as so modified or superseded, to constitute a part of the Official Statement.

The Company covenants, until such time as this Disclosure Agreement terminates in accordance with Section 6 hereof, to continue to provide the information regarding the Company, to the extent included therein, referenced in above through the methods of information disbursement described above or such other methods as are publicly recognized by the Securities and Exchange Commission which satisfy the Rule.

The Dissemination Agent shall have no duty or obligation to review the content of the Annual Report for compliance with this Disclosure Agreement or the Rule, but shall file the Annual Report in the form it is received.

#### **4. Reporting of Listed Events.**

(a) This Section shall govern the giving of notices of the occurrence of any or all of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulty;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulty;
- (v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Owners of the Bonds, if material;

(viii) Optional, contingent or unscheduled calls on the Bonds, if material, and tender offers on Bonds;

(ix) Defeasances of any Bonds or portions thereof;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes (including those relating to the Bonds, credit enhancers, or the Company (only if it should acquire a rating)),

(xii) Bankruptcy, insolvency, receivership, or a similar proceeding on the part of the Company;

(xiii) The consummation of a merger, consolidation, or acquisition involving the Company, or the sale of all or substantially all of the Company, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms, in each event to the extent the event is material;

(xiv) Notice of the appointment of a successor or additional trustee or change of the name of the Trustee, if material; and

(xv) Notice of any failure on the part of the Company or any other Obligated Person to meet the requirements of this Section.

(b) The Trustee shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any of the Listed Events, provide the Company and the Dissemination Agent with notice (by facsimile transmission confirmed by telephone), and request that the Company promptly notify the Trustee and the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) below. For purposes of providing notice to the Company and the Dissemination Agent, the Trustee shall assume that the unscheduled draws described in subsection (a)(iii) and (iv) above reflect financial difficulty.

(c) Whenever the Company obtains knowledge of the occurrence of a Listed Event, because of notice from the Trustee pursuant to subsection (b) above or otherwise, the Company shall as soon as possible determine if such event is required by the Rule to be disclosed.

(d) If the Company has determined that a Listed Event is required to be disclosed, the Company shall promptly prepare a written notice describing the Listed Event and provide the

same to the Trustee and the Dissemination Agent and instruct the Dissemination Agent to report the occurrence pursuant to subsection (f) below. The Company will provide any such notice in a timely basis and in any event no more than ten (10) business days after the applicable event.

(e) If the Company determines that a Listed Event is not required to be disclosed, the Company shall so notify the Trustee and the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f) below.

(f) If the Dissemination Agent has been provided with a written notice describing a Listed Event and instructed by the Company to report the occurrence of such Listed Event, the Dissemination Agent shall file the notice with the Repositories. The foregoing notwithstanding, notice of a Listed Event described in subsections (a)(viii) and (ix) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Indenture.

**5. Repositories.** A list of the names and addresses of all designated Repositories as of any date to which the Company shall provide the information described in Sections 3 and 4 above, to the extent required, may currently be obtained by calling the SEC's Fax on Demand Service at (202) 942-8088 and requesting document number 0206 or by visiting the SEC's website at [www.sec.gov/info/municipal/nrmsir.htm](http://www.sec.gov/info/municipal/nrmsir.htm).

As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through the EMMA web portal at <http://emma.msrb.org>.

Subject to future changes in submission rules and regulations, such submissions shall be provided to MSRB, through EMMA, in portable document format ("PDF") files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. Such PDF files shall be word-searchable (allowing the user to search for specific terms used within the document through a search or find function available in a software package).

Subject to future changes in submission rules and regulations, at the time that such information is submitted through EMMA, the Company, or any dissemination agent engaged by the Company from time to time, shall also provide to the MSRB information as necessary to identify:

- (a) The category of information being provided;
- (a) The period covered by the annual financial report and any additional financial information and operating data being provided;
- (a) The issues or specific securities to which such submission is related or otherwise material (including CUSIP number, issuer name, state, issuer description/securities name, dated date, maturity date, and/or coupon rate);
- (a) The name of any Obligated Person other than the Company;



(a) The name and date of the document being submitted; and

(a) Contact information for the submitter.

**6. Termination of Reporting Obligation.**

(a) The obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

(b) If in the opinion of nationally recognized disclosure counsel satisfactory to the Participating Underwriter and the Company, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and if and to the extent in the opinion of nationally recognized disclosure counsel satisfactory to the Participating Underwriter and the Company, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either of clause (a) or clause (b) above occurs prior to the final maturity of the Bonds, the Company shall instruct the Dissemination Agent to give notice of such event in the same manner as for a Listed Event under Section 4(d) hereof.

**7. Dissemination Agent.** The Company may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent has the right to resign with thirty days notice to the Company of such resignation.

**8. Successors.** If the Company's obligations under the Loan Agreement, are assumed, in full, by some other entity, such person or persons shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the original Company and the original Company shall have no further responsibility hereunder. If the Trustee's obligations under the Indenture are assumed, in full, by a successor trustee, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the original Trustee and the original Trustee shall have no further responsibility hereunder.

**9. Amendment, Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Company, the Dissemination Agent and, the Trustee may amend this Disclosure Agreement (and the Dissemination Agent and the Trustee shall agree to any amendment so requested by the Company) if in the opinion of counsel expert in federal securities law matters acceptable to the Company, the Dissemination Agent and the Trustee, (a) the amendment is made in connection with a change in circumstances that arises from a change in legal

requirements, change in law, or change in the identity, nature, or status of the Company, or the type of business it conducts, (b) this Disclosure Agreement, as amended, would have complied with the Rule at the time the Bonds were issued, after taking into account any amendments or interpretations of the Rule, as well as any changes in circumstances, and (c) the amendment does not materially impair the interests of the Owners.

**10. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Company from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement 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 Agreement. If the Company 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 Agreement, the Company shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**11. Default.** In the event of a failure of the Company to comply with any provision of this Disclosure Agreement, the Trustee may (and at the request of the Owners of at least 50% in aggregate principal amount of the Bonds, shall), or any Owner may, take such action as permitted hereby. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or the Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Company to comply with this Disclosure Agreement shall be an action to compel performance. Anything herein to the contrary notwithstanding, the Trustee shall not be required to bring any enforcement action unless provision has been made to the satisfaction of the Trustee for payment of all fees and expenses of the Trustee and its counsel in connection with such action.

**12. Duties, Immunities and Liabilities of Dissemination Agent.** At any time the institution acting as Trustee or the institution acting as Dissemination Agent are the same institution, Article XI of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were contained in the Indenture. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Company agrees to indemnify and save the Dissemination Agent and the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including legal fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's or the Trustee's negligence or willful misconduct. The obligations of the Company under this Section shall survive resignation or removal of the Dissemination Agent or the Trustee and payment of the Bonds.

The Dissemination Agent shall have no obligation to make disclosure about the Bonds, the Company or any other matter except as expressly provided herein. The fact that the Dissemination Agent or any affiliate of the Dissemination Agent may have any fiduciary or banking relationship with the Authority, the Company, any manager of the Project or any person with whom the Authority or the Company contracts in connection with the Project, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to

mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

**13. Compensation.** The Company covenants and agrees to pay the Dissemination Agent from time to time, and the Dissemination Agent shall be entitled to, reasonable compensation, and the Company will pay or reimburse the Dissemination Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Dissemination Agent in connection with the acceptance of obligations under this Agreement (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from the Dissemination Agent's negligence, willful misconduct, breach of trust or bad faith.

**14. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Authority, the Company, the Trustee, the Participating Underwriter, and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**15. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**16. Notice.** Any notice or other communication required or permitted by this Disclosure Agreement.

If to the Trustee:

Wilmington Trust, National Association  
Attention: Mary St. Amand  
Vice President  
1100 North Market  
Wilmington, Delaware 19890

If to the Dissemination Agent:

Wilmington Trust, National Association  
Attention: Mary St. Amand  
Vice President  
1100 North Market  
Wilmington, Delaware 19890

If to the Company:

JetBlue Airways Corporation  
Attention: Senior Vice President Corporate  
Finance & Treasurer  
27-01 Queens Plaza North  
Long Island City, New York 11101

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO  
CONTINUING DISCLOSURE AGREEMENT  
Greater Orlando Aviation Authority  
Special Purpose Airport Facilities Revenue Refunding Bonds  
(JetBlue Airways Corporation Project)  
Series 2013 of the City of Orlando, Florida**

**IN WITNESS WHEREOF**, the Trustee, the Dissemination Agent and the Company have executed this Disclosure Agreement on the date specified above.

**TRUSTEE:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

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

Title \_\_\_\_\_

**DISSEMINATION AGENT:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

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

Title \_\_\_\_\_

**JETBLUE AIRWAYS CORPORATION**

By: \_\_\_\_\_

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

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

**ATTEST:**

By: \_\_\_\_\_

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

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

**EXHIBIT A**

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

Name of Issuer: GREATER ORLANDO AVIATION AUTHORITY  
Name of Bond Issue: \$42,320,000 Greater Orlando Aviation Authority Special Purpose Facilities Revenue Refunding Bonds (JetBlue Airways Corporation Project), Series 2013 of the City of Orlando, Florida (the "Bonds")  
Name of Company: JETBLUE AIRWAYS CORPORATION  
Date of Issuance: April 11, 2013

**NOTICE IS HEREBY GIVEN** that JetBlue Airways Corporation (the "Company") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement among the Company, Wilmington Trust, National Association, as Dissemination Agent and Wilmington Trust National Association, as Trustee, dated as of April 11, 2013. The Company anticipates that the Annual Report will be filed by \_\_\_\_\_.

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

**Wilmington Trust, National Association,**  
as Dissemination Agent

By: \_\_\_\_\_  
\_\_\_\_\_, Authorized Officer

cc: JetBlue Airways Corporation  
Greater Orlando Aviation Authority



jetBlue®

