

SANFORD AIRPORT AUTHORITY (FLORIDA)
Orlando-Sanford International Airport

REQUEST FOR PROPOSALS

TAXABLE BANK NON-REVOLVING LINE OF CREDIT IN AN APPROXIMATE AMOUNT OF \$60,500,000

RFP Issue Date: March 5, 2018

Proposal Due Date: March 16, 2018

Due Time: 2:00 P.M. ET

TABLE OF CONTENTS

A. REQUEST FOR LOAN 2

B. OVERVIEW OF THE AUTHORITY & THE AIRPORT 2

C. THE PROJECT & EXPECTED FUNDING..... 4

D. STRUCTURE OF FINANCING 4

E. SECURITY FOR THE LOAN..... 5

F. ADDITIONAL DEBT 6

G. NO DEBT SERVICE RESERVE 6

H. DOCUMENTATION 7

I. PROPOSAL FORMAT – SELECTION CRITERIA..... 8

J. MISCELLANEOUS 9

K. TENTATIVE SCHEDULE* 11

L. RFP INSTRUCTIONS..... 11

Appendix A: Historical Revenues, Expenses and Airport Statistics

Financial Statements

FY 2016 and 2015: <http://www.osaa.net/documents/financials/FY16Audit.pdf>

Annual Budget

FY 2018 Budget: <http://www.osaa.net/documents/financials/BudgetFY2018.pdf>

Airport Management Agreement between Orlando Sanford International Inc. and Sanford Airport Authority

<http://www.osaa.net/documents/bids/osi2017.pdf>

General Information on the Sanford Airport Authority and the Orlando-Sanford International Airport

Airport Website: <http://www.orlandosanfordairport.com/>

A. REQUEST FOR LOAN

Sanford Airport Authority (the “Authority”) seeks responses to this Request for Proposals (“RFP”) from qualified banking institutions for approximately \$60.5 million, taxable non-revolving line of credit (the “Loan” or the “Line”) to provide interim funding for a portion of the airport capital improvement program.

The Authority shall accept and review proposals from qualified banking institutions based upon the proposed financing structure below. The Authority will select the bank financing that provides the lowest overall borrowing cost to the Authority and meet the financing requirements of the Authority. Hilltop Securities Inc. (“HilltopSecurities”), Orlando, Florida, as the Authority’s Financial Advisor, will be assisting the Authority in reviewing the terms of the proposed Line with the selected qualified banking institution. The Authority reserves the right to reject any and all proposals, to waive any informalities or irregularities in any proposal received, or take any other such actions that may be deemed to be in the best interest of the Authority.

B. OVERVIEW OF THE AUTHORITY & THE AIRPORT

The Authority. Established as a special district by Chapter 71-924 of the laws of the State of Florida and operates the Orlando Sanford Airport. The City Commission of the City of Sanford, Florida appoints all members of the Board of Directors of the Authority and approves the Authority’s annual operating budget, as well as any budget adjustments or amendments. The City of Sanford, Florida granted the Authority the exclusive right to occupy, operate, control, maintain and use the Orlando Sanford Airport for a term of 50 years starting in 2009.

The Airport. The Orlando-Sanford International Airport (SFB) (the “Airport”) is located on over 3,000 acres in Seminole County, Florida, approximately 4 miles from downtown Sanford, 27 miles from downtown Orlando, and 40 miles from the heart of the major Orlando attractions including Walt Disney World, Universal Studios and SeaWorld.

The Airport provides nonstop daily commercial service to over 99 destinations by 8 airlines. In calendar year 2016, the Airport had 1,215,427 domestic enplanements and 146,576 international enplanements. In addition to providing commercial and charter passenger service, the Airport also serves general aviation and cargo services. Cargo activity for calendar year 2016 totaled 610 tons, representing 282 tons of imports and 328 tons of exports. The Authority further leases and manages the 385-acre Sanford Airport Commerce Park, and multiple parcels bordering the Airport along with approximately 489 acres of undeveloped land surrounding the Airport.

Operation and Management Agreement. The Authority entered into an Agreement for the Operation and Management of the Orlando-Sanford International Airport Terminals and Parking Structure dated January 1, 2017 between the Authority and Orlando Sanford International, Inc. (“OSI”) for the operation and management of the Airport terminals and parking structures by OSI and for certain payments by OSI to the Authority, as supplemented and amended from time to time (the “OSI Agreement”).

OSI is a Florida corporation wholly owned by Airports Worldwide, Inc. Airports Worldwide, Inc. is a privately-held, multi-national company with investments and operations in airports in the Americas and Europe. According to the Airports Worldwide, Inc. website at <http://www.airportsworldwide.com>, in addition to the Orlando-Sanford International Airport, it operates seven other airports in the continental United States, including Hartsfield-Jackson Atlanta International Airport, and four airports outside of the United States.

The following is a summary of the agreement. A copy of the full agreement can obtain on the Authority website <http://www.osaa.net/documents/bids/osi2017.pdf>.

Agreement for the Operation and Management of the Orlando-Sanford International Airport Terminals and Parking Structure.

The OSI Agreement was entered into between the Authority and OSI with an effective date as of Jan. 1, 2017, with a term that expires on Jan. 31, 2039, was approved by the Authority's Board of Directors on Nov. 9, 2017. Under the OSI Agreement, which is on file with the Authority, OSI, acting as an independent contractor to the Authority, has the exclusive right and obligation for the continued and uninterrupted operation, routine, predictive, preventative, and corrective maintenance and repairs of and to the Airport passenger airport domestic and international terminal facilities, including the existing terminals, the planned terminal expansion, the terminal parking lots and parking structures at the Airport. Such operation and maintenance also provides for the OSI to enter into third party agreements regarding the use of aeronautical and non-aeronautical facilities at the Airport. Grounds maintenance responsibilities at the Airport for the existing terminal facilities and planned terminal expansion are apportioned between OSI and the Authority, as delineated on maintenance maps attached to the Contract. Under the OSI Agreement, the Authority and OSI also address Airport and terminal facilities marketing communications, and air service development to increase airport passengers, attract new air carriers to the Airport, expand the number of markets served, attract new and/or expand existing aeronautical and non-aeronautical business at the Airport, attract local business to the Airport, and increase community awareness of and involvement with the Airport, recognizing the benefits of all such initiatives to both parties. The Airport revenue sources payable to the Authority under the OSI Agreement include landing fees, public safety fees, customer facility charges, parking revenues, ground handling revenues, commercial leases, and fuel flowage fees, all balanced by a guaranteed minimum annual payment by OSI to the Authority. The guaranteed minimum annual payment during Year 1 through Year 5 of the Contract is \$750,000.00. Thereafter, guaranteed minimum annual payment is adjusted and increased by 20% every five years during the term of OSI Agreement. With the exception of parking revenues, ground handling revenues, fuel flowage fees, and other excluded revenues (such as landing fees, public safety fees, customer facility charges, passenger facility charges, and other enumerated revenue exclusions), OSI pays the Authority a dollar amount equal to the greater of: (i) 12.5% of all terminal revenues, or (ii) the guaranteed minimum annual payment. The Authority also collects 20% of all Airport parking revenues (including any off-site parking concessions), and fuel flowage fees, currently set by the Authority at the rate of three cents per gallon of aviation jet fuel (calculated for fuel pumped into the Airport fuel farm, not into the aircraft at the Airport). There is a limited guarantee by TBI US Operations, Inc. of OSIs obligation to remit the guaranteed minimum annual payment, which guarantee expires not later than Dec. 31, 2027. Towards the back end of the OSI Agreement term, commencing in January 2033, and each January thereafter, the Authority has a total of two options to

notify OSI of the Authority’s intent to buy out OSI’s remaining term of the OSI Agreement. The buyout option, if elected by the Authority, which has specific and detailed procedural logistics enumerated in the Contract, allows the Authority to regain control of the operation and maintenance of the Airport terminal facilities as the Contract term approaches expiration. Conversely, OSI has the right to terminate the Contract during the last 5 years of the OSI Agreement term, subject to providing the Authority with not less than 12 months advanced notice of such termination.

C. THE PROJECT & EXPECTED FUNDING

The Project to be financed is estimated to cost approximately \$65.2 million (excluding financing costs) consisting of the acquisition, expansion and construction and improvements to the Airport including additions and renovations to the existing terminal building, a new loading dock building, renovation and expansion of ticket counters, skywalk expansion with four new gates, new baggage claim, and parking and traffic improvements.

The Authority has received a Florida Department of Transportation Grant in the amount of \$6.25 million for the Project.

The Loan will be used to provide interim financing for the Project, and is expected to be repaid as sources of funding are received. It is anticipated that all or a portion of the requested Loan amount will be refunded into a long-term fixed rate financing at or prior to the maturity date of the Loan.

D. STRUCTURE OF FINANCING

Structure:	Drawdown non-revolving line of credit with principal due at maturity of the line.
Amount:	Not to Exceed \$60,500,000
Settlement Date:	Expected on or about April 12, 2018
Rate:	Taxable Variable Rate
Prepayment:	The Authority requests the ability to prepay all or a portion of the amount(s) drawn at any time without penalty or premium.
Final Maturity:	April 1, 2021
Quarterly Interest Payments Dates:	April 1 st , July 1 st , October 1 st , and January 1 st commencing July 1st, 2018
Interest Compounding	None
Interest Day Count Method	Please specify
Principal Repayment:	At Maturity

E. SECURITY FOR THE LOAN

The Loan will be secured by and payable from the Pledged Funds. Pledged Funds shall consist of (i) proceeds from the issuance of long term debt issued to provide permanent financing for the Project, (ii) Net Authority Revenues and (iii) Available PFC Revenues.

Net Authority Revenues shall consist of Gross Authority Revenues, less Operation and Maintenance Expenses.

“Gross Authority Revenues” means all rates, fees, rentals or other charges or income received by the Authority from the operation of the Airport, including OSI Agreement Payments and Customer Facility Charges, but excluding (i) Passenger Facility Charges, (ii) grants, appropriations or gifts from any federal, state or other public body or any other source, the use of which is limited by the grantor or donor for purposes other than payment of debt service on debt obligations of the Authority including the Loan, (iii) any revenue derived from Special Purpose Facilities, other than ground rentals, or (iv) the proceeds of any insurance policy, except for proceeds derived in respect of business interruption.

“Operation and Maintenance Expenses” means the current expenses of the Authority, paid or accrued, of operation, maintenance and ordinary current repair of the Airport, including, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Authority, including engineering, architectural, legal, consulting, and accounting fees and expenses, but excluding operation and maintenance expenses payable by OSI under the OSI Agreement, allowances for depreciation, renewals, replacement or obsolescence of capital assets of the Airport, or any operating expenses with respect to Special Purpose Facilities or which are otherwise required to be paid by third parties.

“OSI Agreement Payments” means (i) the Authority’s share of Terminal Revenues as set forth in Section 5.2.1 of the OSI Agreement, but excluding those Excluded Revenues set forth in Section 5.2.6 of the OSI Agreement, (ii) Parking Revenues remitted to the Authority as set forth in Section 5.2.3 of the OSI Agreement, (iii) the Authority’s share of Ground Handling Revenues pursuant to Section 5.2.4 of the OSI Agreement and (iv) Fuel Flowage Fees remitted to the Authority pursuant to Section 5.2.5 of the OSI Agreement.

The Loan will not be a general obligation of the Authority, the City of Sanford, Seminole County, the State of Florida, or any political subdivision thereof, nor a pledge of the faith and credit or taxing power of the State or any political subdivision thereof. None of the Authority, the City of Sanford, Seminole County, the State of Florida, or any political subdivision thereof will be obligated to pay the loan or interest thereof except for the Pledged Funds., The Authority has no taxing power. Available PFC Revenues will only be pledged and available for payment of debt service payments associated with eligible PFC projects. It is expected that a portion of the Loan will be PFC-eligible, and a portion will not be PFC-eligible or secured by the Available PFC Revenues.

PFC Revenues are derived from charges imposed and collected by the Authority as authorized and approved by the Federal Aviation Administration (FAA). The Authority charges PFC’s at a rate of \$4.00 per qualifying enplaned passenger, and collects at a rate of \$3.89 net of PFC administrative charges. The PFCs

are collected by the airlines and remitted to the Authority on a monthly basis. The Authority has recently been approved by the FAA for its 4th PFC application in an amount of \$30,319,836. In addition, the Authority is in process of applying for additional PFC funding related to the project in the estimated amount of \$24,197,464. While the Authority currently anticipates that the FAA will approve the additional funding amount there is no certainty that the FAA will approve the additional PFC authorization related to the Project. PFC Revenues will be available to pay debt service on the loan only to the extent that debt service to allocated to the financings of those portions of the Project that have been approved by the FAA for PFC funding.

Customer Facilities Charges (“CFCs”) charges of the Authority are imposed by Resolution 2006-09, as supplemented and amended, on each rental car transaction for both retail and wholesale customer contract transactions with rental car companies doing business with the Authority (whether onsite or offsite). The current CFC rate is \$2.25/ day max \$11.25 per rental car transaction.

The Airport currently has debt outstanding secured by various pledges of the Airport. At or prior to issuance of the Loan, the Airport expects to retire certain of existing debt with available funds currently on hand. Upon closing of the proposed Loan, the Airport expects to only have FDOT loans outstanding, which are unsecured borrowings outstanding in the amount of \$1,413,729.

F. ADDITIONAL DEBT

The Authority maintains the right to issue additional debt on parity with the proposed Loan subject to meeting an additional parity debt test. The Authority anticipates incorporating an additional parity debt test with provisions, including but not limited to:

- 1) The Net Authority Revenues (as defined herein), plus CFC’s and Available PFC Revenues, received in any 12 out of the previous 24 months equals at least 125% of maximum annual debt service on existing and proposed parity debt; or
- 2) A statement by a qualified airport consult that in each fiscal year during the following 5-fiscal years following the issuance of the additional debt that projected Net Authority Revenues (as defined herein), plus CFC’s and Available PFC Revenues, will equal at least 125% of the maximum annual debt service on the existing and proposed parity debt during such period.

For purposes of the additional debt test, the Available PFC Revenues for any period will be equal to the lesser of the actual PFC revenues during such period or 125% of the PFC eligible debt service including in the maximum annual debt service. In addition, for purposes of determining the maximum annual debt service with respect to bond anticipation notes (including the proposed Loan) and the “balloon indebtedness” ,the principal amount of the BAN or other “balloon indebtedness “will be assumed to amortize over a period of 20-years with approximately level annual debt service at an index rate to be determined.

G. NO DEBT SERVICE RESERVE

The Loan will not be secured by a debt service reserve fund.

H. DOCUMENTATION

The selected qualified banking institution will be provided, without charge, an opinion from legal counsel to the Authority, to the effect that the Loan was duly approved by the Authority and that the Loan is a valid, legal and binding limited obligation of the Authority. The selected qualified banking institution will also be furnished with certain closing certificates customary with transactions of this nature. Hilltop will also assist the Authority in structuring the Loan to meet the financing objectives of the Airport.

At the closing of the Loan, the selected qualified banking institution will be required to make certain certifications, including, but not limited to, signing a closing certificate that:

- a. It is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities law;
- b. It is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public;
- c. The Loan will not be used in the future on a securitized transaction or being treated as a municipal security;
- d. It understands that the Loan is evidenced by a note, the note is issued in a single denomination equal to the aggregate principal amount of the Loan, may not be transferred except in whole, and may not be transferred to any kind of trust under any circumstances;
- e. The Loan may only be sold or transferred to a Permitted Lender, with the Authority's prior written consent. "Permitted Lender" means any bank, trust company, savings institution, insurance company or investment company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida and is a "qualified institutional buyer" as contemplated by Section 517.061(7), Florida Statutes or an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act.;
- f. It is a bank, trust company, savings institution, insurance company, investment company authorized to do business in the State of Florida and is a "qualified institutional buyer" as contemplated by Section 517.061(7), Florida Statutes or an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act.;
- g. It is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- h. It understands that the Loan is not a municipal security and that no filing will be made with respect to the Loan or the Note with EMMA (the Municipal Securities Rulemaking Board's continuing disclosure site);
- i. It has in its possession or has had access to all material information concerning the security and sources of payment of the Note, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Note. It has been afforded access to all material information and has had sufficient opportunity to discuss the business of the Authority and the projects being financed with the proceeds of the Note, with its officers, employees and others, and has been permitted to make an investigation of the Authority and its operations. It does not require any further information or data concerning the Authority;
- j. In making the Loan and purchasing the Note, it has relied solely upon its own investigation, examination, and evaluation of the Authority and other relevant matters, and has not relied

upon any statement or materials which have not been supported by its own investigation and examination;

- k. It has knowledge and experience in financial and business matters, particularly in taxable obligations, and is capable of evaluating the merits and risks of its investment in the Note and has determined that it can bear the economic risk of its investment in the Note;
- l. It acknowledges that the Authority, its counsel and its advisor bear no responsibility for the accuracy or completeness of any information with respect to the Authority and the proposed project to be financed with the proceeds of the Note contained in any document related to the purchase of the Note;
- m. It acknowledges the understanding that the Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Authority shall have no obligations to effect any such registration or qualification;
- n. There will be no CUSIPs obtained for the Note; and
- o. There will be no credit rating obtained on the Loan.

The qualified banking institution shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions in Florida, as reasonably determined by its legal counsel and the legal counsel to the Authority.

I. PROPOSAL FORMAT – SELECTION CRITERIA

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the Authority.

Further, the Authority will accept proposals that provide for the ability to prepay the Loan in whole or in part at any time without penalty or premium.

In order to assist the Authority and Hilltop in reviewing the responses, each proposal should include the following information.

- (1) The legal name of the institution and the primary contact person(s) (include address, telephone number, facsimile number, and e-mail address).
- (2) Taxable variable rate (including index) for the full term of the Line under the structure outlined in Section D above.
- (3) Describe in detail all fees and expenses which the Authority will be responsible to pay to the proposing institution, including its legal counsel. The amounts stated in the proposal shall represent the maximum amounts payable to the proposing institution by the Authority. All fees and expenses, with the exception of those of the Authority's legal and/or bond counsel and HilltopSecurities, in excess of those stated in the proposal, shall be the sole responsibility of the selected proposing institution and will not be paid or reimbursed by the Authority.
- (4) A listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Line.

THE FAILURE TO DISCLOSE SUBSTANTIVE TERMS, CONDITIONS AND COVENANTS MAY BE CONSIDERED CAUSE FOR THE PROPOSAL TO BE REJECTED BY THE AUTHORITY.

J. MISCELLANEOUS

- (1) The Authority will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Line.
- (2) The Authority reserves the right, in its sole discretion, to accept or reject any and all proposals, to waive any irregularities or informalities in any proposal or in the bidding, and to accept or reject any items or combination of items. Further, the Authority has the right to reject any proposal not meeting the requirements of this RFP. Moreover, if the Authority rejects all proposals, the Authority reserves the right to negotiate with any of the proposers or any other entity to secure the intended financing. The Authority reserves the right at any time, including after the opening and review of the proposals, to ask Proposers questions and seek clarification and additional information in regards to the proposals submitted. The award, if one is made, will be to the financial institution whose response best complies with the requirements set forth in this RFP and whose proposal, in the opinion of the Authority and Financial Advisor is in best interest of the Authority. The Authority is not obligated to accept the lowest proposal. The award is subject to approval by the Authority's Board of Directors and contingent upon execution of a note, loan agreement and other closing documents acceptable to the Authority. The Authority reserves the right, for any reason, to rescind any award prior to the execution of a note and loan agreement without liability to the Authority.
- (3) Changes to this RFP may be made by and at the sole discretion of the Authority. During the proposal evaluation process, the Authority reserves the right to request additional information or clarifications from the proposers, or to allow, in the Authority's sole discretion, corrections of errors or omissions in a proposal.
- (4) The Authority shall not be liable for any expenses incurred in connection with the preparation of a response or proposal to this RFP. By submitting a proposal in response to this RFP, Proposers waive and release any and all right to make claims for reimbursement of proposal preparation costs against the Authority and its officers, officials, employees, attorneys and agents.
- (5) The Proposer is required to conduct its own investigation and evaluation of the creditworthiness of the Loan. The Proposal has been provided a link to the Authority's Website (<http://www.orlandosanfordairport.com/>) which has information regarding the Authority and its financial statements. Additional financial information will be provided by the Authority upon request and is NOT in any way intended to relieve the Proposer of its responsibility to investigate all relevant or material facts in reaching a credit decision with respect to the loan. **All requests for clarification or additional information should be directed to:**

Mr. Don Poore, PMP
Chief Financial Officer
Sanford Airport Authority
(407) 585-4018 Ph
dpoore@osaa.net

- (6) Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.
- (7) No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the Authority.
- (8) Warranties – The offeror, in submission of its proposal, warrants to the Authority that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.
- (9) Public Records Law. In accordance with Chapter 119, Florida Statutes, the Public Records Act, all Proposers should be aware that this Request for Proposals and Proposals submitted in response thereto are made in the public domain and are subject to disclosure, except to the extent expressly exempted or made confidential under the Public Records Act. In accordance with Section 119.071(1)(b), Florida Statutes, Proposals submitted in response to this Request for Proposals are temporarily exempt from public disclosure until such time as the Authority provides notice of an intended decision or until thirty (30) days after opening the Proposals, whichever occurs earlier. The Proposal submitted by you may contain information, which is designated “confidential” or “exempt” from disclosure under the Public Records Act and other applicable laws. If your Proposal contains such information, you are required to advise the Authority with the applicable law making those provisions exempt or confidential from disclosure. A generic notation that information is “exempt” or “confidential” will not suffice. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your Proposal or any portion thereof, being subject to disclosure in accordance with Chapter 119, Florida Statutes. If the Authority determines that the cited provisions of law are inapplicable or otherwise do not justify exemption or confidentiality, the Authority shall have the right to release such information and records for public inspection and copy in accordance with the Public Records Act. By submitting a proposal, the Proposer holds the Authority and its officers, officers, employees, attorneys and agents harmless concerning the disclosure of information contained within the Proposal.
- (10) Public Entity Crimes: Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of

business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

K. TENTATIVE SCHEDULE*

The Authority will attempt to adhere to the following preliminary schedule:

March 5, 2018	Issue Request for Proposal (RFP)
March 9, 2018	Deadline to Submit Questions
March 16, 2018	Bank Proposals Due Prior to 2:00 P.M. Eastern
March 21, 2018	Selection of the Best Proposal by the Selection Committee
April 10, 2018	Board of Directors Meeting – Approval of Loan
April 12, 2018	Closing of the Loan

*Subject to change.

L. RFP INSTRUCTIONS

Please submit **one (1) original, three (3) copies** and **one (1) digital copy** to the Authority, preferably in PDF format on or before 2:00 PM Eastern on March 16, 2018 and **one (1) electronic copy** to Hilltop as follows:

Sanford Airport Authority

Mr. Don Poore, PMP
 Chief Financial Officer
 Sanford Airport Authority
 1200 Red Cleveland Blvd.
 Sanford, FL 32773
 (407) 585-4018 Ph
 dpoore@osaa.net

HilltopSecurities

Mr. Mark P. Galvin
 Director
 HilltopSecurities
 450 S. Orange Ave., Suite 460
 Orlando, Florida 32801
 (407) 426-9611 Ph
 mark.galvin@hilltopsecurities.com

Appendix A
Historical Revenues, Expenses and Airport Statistics

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Unaudited 2017
Gross Operating Revenues						
SAA Operating Revenues						
Commerce Park Revenues	\$ 1,672,814.00	\$ 1,905,095.00	\$ 2,158,265.00	\$ 2,047,089.00	\$ 2,196,434.00	\$ 2,221,098.00
Other Leases	668,557.00	305,307.00	468,929.00	536,055.00	544,874.00	835,988.00
General Airport Revenues	3,564,593.67	3,464,939.10	3,327,929.38	3,413,782.48	3,699,631.82	2,583,406.00
Unrestricted Investment Income	<u>3,765.29</u>	<u>4,401.39</u>	<u>27,546.89</u>	<u>16,364.46</u>	<u>20,220.30</u>	<u>41,332.00</u>
SAA Operating Revenues	\$ 5,909,729.96	\$ 5,679,742.49	\$ 5,982,670.27	\$ 6,013,290.94	\$ 6,461,160.12	\$ 5,681,824.00
Operating Revenues from the Management Agreement						
Fuel Flowage	\$ 390,333.99	\$ 429,970.77	\$ 446,487.33	\$ 533,887.35	\$ 628,953.40	\$ 726,424.00
Domestic Terminal Revenues	250,000.00	518,292.16	720,519.08	782,093.48	847,289.95	1,807,111.00
Parking Revenues	552,910.00	759,218.00	922,831.00	1,104,330.00	1,255,192.00	1,371,714.00
Domestic Landing Fees	347,490.37	386,807.44	405,674.21	549,762.33	613,138.78	642,236.00
International Landing Fees	389,385.01	387,104.80	275,047.52	267,661.69	148,923.76	147,572.00
Public Safety	189,037.67	200,747.34	215,309.59	193,279.21	175,989.99	174,225.00
CFC	<u>1,369,833.00</u>	<u>1,507,962.00</u>	<u>1,529,545.00</u>	<u>1,626,127.00</u>	<u>1,801,312.00</u>	<u>2,013,788.00</u>
Total	\$ 3,488,990.04	\$ 4,190,102.51	\$ 4,515,413.73	\$ 5,057,141.06	\$ 5,470,799.88	\$ 6,883,070.00
Total Operating Revenues	\$ 9,398,720.00	\$ 9,869,845.00	\$ 10,498,084.00	\$ 11,070,432.00	\$ 11,931,960.00	\$ 12,564,894.00
Operating Expenses	\$ 6,772,648.00	\$ 7,049,402.00	\$ 7,616,412.00	\$ 7,482,824.00	\$ 8,292,538.00	\$ 9,561,802.00 *
Net Revenues	\$ 2,626,072.00	\$ 2,820,443.00	\$ 2,881,672.00	\$ 3,587,608.00	\$ 3,639,422.00	\$ 3,003,092.00

* Increase in Operating expenses is due to one-time expenses associated with; negotiation OSI agreement (\$359,000) and land development contract (\$200,000), marketing initiative (\$175,000), GASB 68 non-cash disclosure (\$338,000)

Appendix A (continued)
Historical Revenues, Expenses and Airport Statistics

Historical Passenger Facility Charges & Rate per Qualifying Enplaned Passenger

Fiscal Year	2012	2013	2014	2015	2016	2017*
PFC Revenue	\$2,920,602	3,796,573	4,329,332	4,263,044	5,029,920	\$5,747,025
Rate/per passenger**	4.00	4.00	4.00	4.00	4.00	4.00

*unaudited revenue;

**represents gross charges; net collection after PFC administration charges equal to \$0.08.

Historical Statistics

Historical Enplaned Passengers

Calendar Year	2012	2013	2014	2015	2016	2017
Domestic	677,803	799,496	932,643	1,108,576	1,215,427	1,299,603
International	224,059	206,722	147,609	119,227	146,576	1,326,760
Total	901,862	1,006,218	1,080,252	1,227,803	1,362,003	2,626,363