Memorandum

MIAMI-DADE COUNTY

Date:	October 2, 2012
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Authorizing the Issuance of An Amount Not To Exceed $910 Million of Aviation Refunding Revenue Bonds

Agenda Item No. 14(A)(3)

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution which authorizes the issuance of Series 2012A Alternative Minimum Tax (AMT) and Series 2012B Non-Alternative Minimum Tax (Non-AMT) Aviation Refunding Revenue Bonds, in aggregate principal amount not to exceed $910,000,000 (collectively, the Series 2012 Aviation Bonds or Refunding Bonds) to refund all or a portion of the outstanding Series 1998A, Series 1998C, Series 2000A, Series 2002, and Series 2002A (collectively, the Refunded AMT Bonds or Outstanding AMT Bonds) and the Series 1997C and 2000B (collectively, the Refunded Non-AMT Bonds or Outstanding Non-AMT Bonds) in order to generate substantial savings in future debt service payments. The Series 2012 Resolution also provides for funding estimated costs of issuance and underwriter's discount of the Series 2012 Aviation Bonds.

The proposed refunding bonds will save an estimated $138.1 million over 24 years. The refunding transaction does not extend the life of the Refunded Bonds.

Scope

This item provides for the refunding of all or a portion of the outstanding Series 1998A, Series 1998C, Series 2000A, Series 2002, and Series 2002A Bonds (the Refunded AMT Bonds) and the Series 1997C and 2000B Bonds (the Refunded Non-AMT Bonds). The overall impact of this resolution is Countywide.

Fiscal Impact/Funding Source

The fiscal impact of the proposed transaction is positive. Based on current market conditions, it generates debt service savings of $138.1 million over the life of the Refunding Bonds (net present value of $94.6 million or 10.8 percent of refunded principal). Depending on the fiscal year, annual savings range from $2.6 million in FY 2032 to $9.1 million in FY 2027, with an average annual debt service savings of $6,906,000.

Proposed Bond Structure

Attachment 1, which is based on the municipal bond market of August 1, 2012, reflects the proposed structure for the Refunding Bonds. It includes:

- A Sources and Uses of Proceeds schedule including an estimate of cost of issuance (page 1); and
- A comparison of the debt service on the debt obligations to be refunded with the estimated debt service of the proposed bonds inclusive of estimated maturity dates (page 2). As contemplated, the Refunding Bonds will be a fixed interest rate issuance of current interest bonds (i.e. interest paid annually) and will not exceed the final maturity of the Refunded Bonds.

Updates to Attachment 1 will be provided at the time the Series 2012 Resolution is considered by the Board's committee of jurisdiction, when considered by the full Board, and finalized after the Series 2012 Aviation Bonds are priced. A final pricing report will be distributed to the Board pursuant to Resolution R-1373-08 after the Series 2012 Aviation Bonds are delivered to the Underwriters. The Series 2012 Aviation Bonds are anticipated to be issued in November 2012.

Background

It is in the County's best interest to refund all or a portion of the Outstanding AMT Bonds and the Outstanding Non-AMT Bonds. The net debt service associated with the Outstanding AMT and Non-AMT Bonds to be refunded is estimated to be $2.35 billion. Based on the current market interest rate environment, the County could issue the Series 2012 Aviation Bonds to replace the Outstanding AMT and NON-AMT Bonds (the Refunded Bonds) at a projected new debt service of $2.2 billion. By refunding the AMT and Non-AMT Refunded Bonds with proceeds from the Series 2012 Aviation Bonds, the Aviation Department will save approximately $138.1 million for a net present value savings of $94.6 million.

The Series 2012 Resolution authorizes the County Mayor or County Mayor's designee to:

- Finalize the negotiated sale of the Series 2012 Aviation Bonds and the refunding of the AMT Refunded Bonds and Non-AMT Refunded Bonds including the number of Series to be issued provided that the refunding achieves a five percent or greater net present value savings
- Secure one or more bond insurance policies and/or reserve credit facility if there is an economic benefit and to pay any premium or fee associated therewith;
- Select, appoint and execute any agreement with, after a competitive process, a Verification Agent;
- After consultation with the Aviation Director, the Financial Advisor, the County Attorney and Bond Counsel to approve the terms of the Series 2012 Aviation Bonds, such terms to be set forth in the Omnibus Certificate at time of closing;
- Issue the Series 2012 Aviation Bonds as tax exempt fixed rate bonds, current interest bonds, term bonds or serial bonds or a combination of each with a maturity date not to exceed the final maturity of the Refunded Bonds;
- Award, execute and deliver to the Underwriters the Bond Purchase Agreement, in substantially the form on file with the Clerk's Office, as set forth in Exhibit "A" to the Series 2012 Resolution; and,
- Execute and deliver a tax compliance certificate to be prepared by Bond Counsel.

The Series 2012 Resolution further provides for and authorizes:

- The preparation, distribution and use of the Preliminary Official Statement substantially in the form attached as Exhibit "B" to the Series 2012 Resolution;
- The Escrow Deposit Agreement, in substantially the form on file with the Clerk's Office, as set forth in Exhibit "C" to the Series 2012 Resolution;
- A Continuing Disclosure Commitment, as required under the provisions of Rule 15c-2-12, as amended, of the Securities and Exchange Commission;
- The use of a book-entry only system of registration for the Series 2012 Aviation Bonds; and,
- The appropriate officials of the County to take all actions necessary in connection with the issuance of the Series 2012 Aviation Bonds and the closing of this transaction.

Resolution R-130-06 provides that any County contract with a third party be finalized and executed prior to its placement on a committee agenda. The sale of the proposed Series 2012 Aviation Bonds, which will set their final terms, will not occur until after the effective date of the Series 2012 Resolution in order to provide the County maximum flexibility in the market as described above. Therefore, a waiver of Resolution R-130-06 is required.

Attachments

Edward Marquez
Deputy Mayor

Preliminary FSW Scale August 1, 2012

$810,950,000.00

ESTIMATED BASED ON MARKET OF AUGUST 1, 2012

Miami-Dade County, Florida

Aviation Revenue Refunding Bonds, Series 2012 A & B

Sources & Uses

Dated 10/30/2012 | Delivered 10/30/2012

Sources Of Funds:	Series 2012A	Series 2012B	Total Series 2012A&B Bonds
Par Amount of Bonds	$702,700,000.00	$108,250,000.00	$810,950,000.00
Reoffering Premium	63,342,062.70	14,932,778.20	78,274,840.90
Transfers from Prior Debt Service	2,778,549.50	526,064.43	3,304,613.93
Total Sources	**$768,820,612.20**	**$123,708,842.63**	**$892,529,454.83**
Uses Of Funds:			
Total Underwriter's Discount (0.550%)	$3,864,850.00	$595,375.00	$4,460,225.00
Costs of Issuance	2,367,102.00	382,898.00	2,750,000.00
Deposit to Current Refunding Fund	762,587,644.83	122,724,902.88	885,312,547.71
Rounding Amount	1,015.37	5,666.75	6,682.12
Total Uses	**$768,820,612.20**	**$123,708,842.63**	**$892,529,454.83**

Preliminary FSW Scale August 1, 2012

$810,950,000.00

ESTIMATED BASED ON MARKET OF AUGUST 1, 2012

Miami-Dade County, Florida

Aviation Revenue Refunding Bonds, Series 2012 A & B

Combined Debt Service - Series 2012 A&B Bonds

	Series 2012 A & B Bonds				
Date	Principal	Interest	ESTIMATED Total Debt Service	Actual Debt Service of Refunded Bonds	ESTIMATED Total Savings
2013	$19,690,000.00	$37,281,173.62	$56,971,173.62	$61,607,376.95	$4,636,203.33
2014	18,635,000.00	39,563,000.00	58,198,000.00	65,104,986.26	6,906,986.26
2015	19,555,000.00	38,631,250.00	58,186,250.00	65,421,541.26	7,235,291.26
2016	20,545,000.00	37,653,500.00	58,198,500.00	65,425,100.00	7,226,600.00
2017	21,565,000.00	36,626,250.00	58,191,250.00	65,414,925.00	7,223,675.00
2018	22,645,000.00	35,548,000.00	58,193,000.00	65,418,555.00	7,225,555.00
2019	23,765,000.00	34,415,750.00	58,180,750.00	65,410,900.00	7,230,150.00
2020	24,965,000.00	33,227,500.00	58,192,500.00	65,424,525.00	7,232,025.00
2021	40,860,000.00	31,979,250.00	72,839,250.00	80,307,000.00	7,467,750.00
2022	50,160,000.00	29,936,250.00	80,096,250.00	88,570,375.00	8,474,125.00
2023	59,645,000.00	27,428,250.00	87,073,250.00	95,550,456.26	8,477,206.26
2024	62,625,000.00	24,446,000.00	87,071,000.00	95,542,231.26	8,471,231.26
2025	42,550,000.00	21,314,750.00	63,864,750.00	71,193,593.76	7,328,843.76
2026	44,675,000.00	19,187,250.00	63,862,250.00	71,197,325.00	7,335,075.00
2027	55,310,000.00	16,953,500.00	72,263,500.00	81,361,962.52	9,098,462.52
2028	59,520,000.00	14,188,000.00	73,708,000.00	81,357,287.50	7,649,287.50
2029	63,525,000.00	11,212,000.00	74,737,000.00	81,361,018.76	6,624,018.76
2030	68,480,000.00	8,035,750.00	76,515,750.00	81,358,025.00	4,842,275.00
2031	71,905,000.00	4,611,750.00	76,516,750.00	81,359,300.00	4,842,550.00
2032	20,330,000.00	1,016,500.00	21,346,500.00	23,941,200.00	2,594,700.00
Totals	$810,950,000.00	$503,255,673.62	$1,314,205,673.62	$1,452,327,684.53	$138,122,010.91

Yield Statistics: Series 2012A&B Bonds	
Average Life	12.412 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	4.2666291%
True Interest Cost (TIC)	4.0286088%
Bond Yield for Arbitrage Purposes	3.6858979%
All Inclusive Cost (AIC)	4.0627398%

Net Present Value Savings: Series 2012A&B Bonds	
Gross PV Debt Service Savings	97,930,636.73
Net PV Cashflow Savings @ 4.133% (AIC)	97,930,636.73
Transfer from Prior Issue Debt Service Fund	(3,304,613.93)
Contingency or Round Amount	6,682.12
Net Present Value Benefit	94,632,704.92
Net PV Benefit/$878,285,000 Refunded Principal	10.775%
Net PV Benefit/$810,950,000 Refunding Principal	11.669%

Preliminary FSW Scale August 1, 2012

$702,700,000.00

ESTIMATED BASED ON MARKET OF AUGUST 1, 2012

Miami-Dade County, Florida

Aviation Revenue Refunding Bonds, Series 2012 A

Debt Service/Savings - Series 2012 A Bonds

	Series 2012 A Bonds				
Date	Principal	Interest	ESTIMATED Total Debt Service	Actual Debt Service of Refunded Bonds	ESTIMATED Total Savings
2013	$17,480,000.00	$32,304,680.56	$49,784,680.56	$53,467,319.63	$3,682,639.07
2014	16,525,000.00	34,261,000.00	50,786,000.00	56,443,486.26	5,657,486.26
2015	17,340,000.00	33,434,750.00	50,774,750.00	56,761,271.26	5,986,521.26
2016	18,215,000.00	32,567,750.00	50,782,750.00	56,763,722.50	5,980,972.50
2017	19,125,000.00	31,657,000.00	50,782,000.00	56,755,772.50	5,973,772.50
2018	20,080,000.00	30,700,750.00	50,780,750.00	56,760,367.50	5,979,617.50
2019	21,075,000.00	29,696,750.00	50,771,750.00	56,753,112.50	5,981,362.50
2020	22,140,000.00	28,643,000.00	50,783,000.00	56,765,212.50	5,982,212.50
2021	37,890,000.00	27,536,000.00	65,426,000.00	71,645,937.50	6,219,937.50
2022	44,460,000.00	25,641,500.00	70,101,500.00	76,317,912.50	6,216,412.50
2023	46,680,000.00	23,418,500.00	70,098,500.00	76,321,475.00	6,222,975.00
2024	49,015,000.00	21,084,500.00	70,099,500.00	76,315,181.26	6,215,681.26
2025	28,255,000.00	18,633,750.00	46,888,750.00	51,963,737.50	5,074,987.50
2026	29,670,000.00	17,221,000.00	46,891,000.00	51,967,325.00	5,076,325.00
2027	39,555,000.00	15,737,500.00	55,292,500.00	62,131,593.76	6,839,093.76
2028	55,340,000.00	13,759,750.00	69,099,750.00	75,933,725.00	6,833,975.00
2029	59,140,000.00	10,992,750.00	70,132,750.00	75,941,331.26	5,808,581.26
2030	68,480,000.00	8,035,750.00	76,515,750.00	81,358,025.00	4,842,275.00
2031	71,905,000.00	4,611,750.00	76,516,750.00	81,359,300.00	4,842,550.00
2032	20,330,000.00	1,016,500.00	21,346,500.00	23,941,200.00	2,594,700.00
Totals	**$702,700,000.00**	**$440,954,930.56**	**$1,143,654,930.56**	**$1,255,667,008.43**	**$112,012,077.87**

Yield Statistics: Series 2012A Bonds

Average Life	12.550 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	4.3255863%
True Interest Cost (TIC)	4.0987976%
Bond Yield for Arbitrage Purposes	3.7645402%
All Inclusive Cost (AIC)	4.1327504%

Net Present Value Savings: - Series 2012A Bonds

Gross PV Debt Service Savings	78,790,631.88
Net PV Cashflow Savings @ 4.133% (AIC)	78,790,631.88
Transfer from Prior Issue Debt Service Fund	(2,778,549.50)
Contingency or Round Amount	1,015.37
Net Present Value Benefit	76,013,097.75
Net PV Benefit/$757,165,000 Refunded Principal	10.039%
Net PV Benefit/$702,700,000 Refunding Principal	10.817%

Preliminary FSW Scale August 1, 2012

$108,250,000.00

ESTIMATED BASED ON MARKET OF AUGUST 1, 2012

Miami-Dade County, Florida

Aviation Revenue Refunding Bonds, Series 2012 B

Debt Service/Savings - Series 2012 B Bonds

	Series 2012 B Bonds				
Date	Principal	Interest	ESTIMATED Total Debt Service	Actual Debt Service of Refunded Bonds	ESTIMATED Total Savings
2013	$2,210,000.00	$4,976,493.06	$7,186,493.06	$8,140,057.32	$953,564.26
2014	2,110,000.00	5,302,000.00	7,412,000.00	8,661,500.00	1,249,500.00
2015	2,215,000.00	5,196,500.00	7,411,500.00	8,660,270.00	1,248,770.00
2016	2,330,000.00	5,085,750.00	7,415,750.00	8,661,377.50	1,245,627.50
2017	2,440,000.00	4,969,250.00	7,409,250.00	8,659,152.50	1,249,902.50
2018	2,565,000.00	4,847,250.00	7,412,250.00	8,658,187.50	1,245,937.50
2019	2,690,000.00	4,719,000.00	7,409,000.00	8,657,787.50	1,248,787.50
2020	2,825,000.00	4,584,500.00	7,409,500.00	8,659,312.50	1,249,812.50
2021	2,970,000.00	4,443,250.00	7,413,250.00	8,661,062.50	1,247,812.50
2022	5,700,000.00	4,294,750.00	9,994,750.00	12,252,462.50	2,257,712.50
2023	12,965,000.00	4,009,750.00	16,974,750.00	19,228,981.26	2,254,231.26
2024	13,610,000.00	3,361,500.00	16,971,500.00	19,227,050.00	2,255,550.00
2025	14,295,000.00	2,681,000.00	16,976,000.00	19,229,856.26	2,253,856.26
2026	15,005,000.00	1,966,250.00	16,971,250.00	19,230,000.00	2,258,750.00
2027	15,755,000.00	1,216,000.00	16,971,000.00	19,230,368.76	2,259,368.76
2028	4,180,000.00	428,250.00	4,608,250.00	5,423,562.50	815,312.50
2029	4,385,000.00	219,250.00	4,604,250.00	5,419,687.50	815,437.50
2030	0.00	0.00	0.00	0.00	0.00
2031	0.00	0.00	0.00	0.00	0.00
2032	0.00	0.00	0.00	0.00	0.00
Totals	$108,250,000.00	$62,300,743.06	$170,550,743.06	$196,660,676.10	$26,109,933.04

Yield Statistics: Series 2012B Bonds

Average Life	11.511 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	3.8493393%
True Interest Cost (TIC)	3.5603903%
Bond Yield for Arbitrage Purposes	3.2001383%
All Inclusive Cost (AIC)	3.5958771%

Net Present Value Savings: Series 2012B Bonds

Gross PV Debt Service Savings	19,409,806.66
Net PV Cashflow Savings @ 4.133% (AIC)	19,409,806.66
Transfer from Prior Issue Debt Service Fund	(526,064.43)
Contingency or Round Amount	5,666.75
Net Present Valeu Benefit	18,889,408.98
Net PV Benefit/$121,120,000 Refunded Principal	15.596%
Net PV Benefit/$108,250,000 Refunding Principal	17.450%

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: October 2, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(3)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(3)

10-2-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED $910,000,000 OF AVIATION REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, PURSUANT TO SECTION 211 OF AMENDED AND RESTATED TRUST AGREEMENT FOR PURPOSES OF CURRENT REFUNDING OR REDEEMING CERTAIN OUTSTANDING AVIATION REVENUE BONDS WITH ESTIMATED NET PRESENT VALUE SAVINGS OF 10.775%, ESTIMATED COSTS OF ISSUANCE OF $2,750,000 AND ESTIMATED FINAL MATURITY OF OCTOBER 1, 2032, FUNDING RESERVE ACCOUNT, IF NECESSARY; PROVIDING FOR CERTAIN DETAILS OF BONDS AND THEIR SALE BY NEGOTIATION; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, WITHIN CERTAIN LIMITATIONS AND RESTRICTIONS, TO FINALIZE DETAILS, TERMS AND OTHER PROVISIONS OF BONDS; PROVIDING CERTAIN COVENANTS; APPROVING FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AUTHORIZING COUNTY OFFICIALS TO TAKE ALL NECESSARY ACTIONS IN CONNECTION WITH ISSUANCE, SALE AND DELIVERY OF BONDS; AND PROVIDING SEVERABILITY

WHEREAS, this Board has previously enacted a series of ordinances (the "Ordinances") under the provisions of Section 210 of the Trust Agreement dated as of October 1, 1954, as amended (the "Original Trust Agreement"), which Original Trust Agreement was amended and restated by the Amended and Restated Trust Agreement dated as of December 15, 2002 (the "Trust Agreement") by and among Miami-Dade County, Florida (the "County"), The Bank of New York Mellon, successor in interest to JPMorgan Chase Bank, as trustee (the "Trustee"), and U.S. Bank National Association, successor in interest to Wachovia Bank, National Association, as co-trustee (the "Co-Trustee") for the purpose of issuing County

Aviation Revenue Bonds to finance the cost ("Cost" as defined in the Trust Agreement) of various Port Authority Properties (as defined in the Trust Agreement) projects for the airport system of the County; and

WHEREAS, pursuant to Section 210 of the Trust Agreement and the Ordinances, the County has issued Aviation Revenue Bonds, exclusive of refunding Bonds, in the aggregate principal amount of $5,844,535,000 to fund certain Costs; and

WHEREAS, the Board desires to authorize the issuance of such revenue refunding bonds pursuant to Section 211 of the Trust Agreement in one or more Series (as defined in the Trust Agreement), in an aggregate principal amount of not exceeding $910,000,000 (the "Series 2012 Bonds"), for the purposes of (i) current refunding or redeeming all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds and/or Miami-Dade County, Florida Aviation Revenue Refunding Bonds (the "Refunded Bonds") which will result in a net present value savings of five percent (5%) or more, (ii) making a deposit to the Reserve Account (as defined in the Trust Agreement), if necessary, including the deposit of a Reserve Facility or Facilities (as defined in the Trust Agreement), if any, and (iii) paying certain costs of issuance estimated to be $2,750,000, which costs shall be increased by any premiums for any Credit Facility (as defined in the Trust Agreement) and/or Reserve Facility, if any, relating to the Series 2012 Bonds, if there is an economic benefit as provided in Section 7 of this resolution (the "Series 2012 Resolution); and

WHEREAS, First Southwest Company and Frasca & Associates, L.L.C. (collectively, the "Financial Advisor"), financial advisors to the Miami-Dade County Aviation Department (the "Aviation Department"), have recommended to the County that a negotiated sale of the

Series 2012 Bonds is in the best interest of the County for the reasons set forth in Section 3D of this Series 2012 Resolution; and

WHEREAS, the Board wishes to authorize the County Mayor or the County Mayor's designee (the "County Mayor") to (i) determine the final terms of the Series 2012 Bonds, (ii) execute, if necessary, and deliver any agreements, instruments and certificates in connection with the Series 2012 Bonds, including, without limitation, the Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement, and the Escrow Deposit Agreement (as such terms are defined in this Series 2012 Resolution), (iii) secure one or more Credit Facilities and/or Reserve Facilities, if there is an economic benefit as provided in Section 7 of this Series 2012 Resolution, and (iv) take all actions and make such further determinations and designations necessary in connection with the issuance and sale of the Series 2012 Bonds, all subject to the limitations contained in this Series 2012 Resolution; and

WHEREAS, the Board wishes to authorize the execution and delivery of one or more Bond Purchase Agreements (collectively, the "Bond Purchase Agreement"), as the case may be, with Merrill Lynch, Pierce, Fenner & Smith, Incorporated, as representative, acting on behalf of itself and the other underwriters named in the Bond Purchase Agreement (collectively, the "Underwriters"), in substantially the form on file at the Clerk's Office as Exhibit "A" to this Series 2012 Resolution; and

WHEREAS, the Board wishes to authorize the distribution, use and delivery of one or more Preliminary Official Statements, as the case may be, in substantially the form attached as Exhibit "B" to this Series 2012 Resolution (the "Preliminary Official Statement"), and one or more final Official Statements (the "Official Statement"), as the case may be, with the approval of the Office of the Miami-Dade County Attorney (the "County Attorney"), Hogan

Lovells US LLP and the Law Offices of Steve E. Bullock, P.A. (collectively, "Bond Counsel") and Edwards Wildman Palmer LP and Rasco Klock Reininger Perez Esquenazi Vigil & Nieto (collectively, "Disclosure Counsel"), and after consultation with the Aviation Director (as defined in this Series 2012 Resolution) and the Financial Advisor as provided in Section 8 of this Series 2012 Resolution, in connection with the Series 2012 Bonds; and

WHEREAS, the Board wishes to provide for the refunding or redemption of the Refunded Bonds, and in connection with such refunding or redemption, to authorize the execution and delivery of one or more Escrow Deposit Agreements (collectively, the "Escrow Deposit Agreement") between the County and the Trustee in substantially the form on file at the Clerk's Office as Exhibit "C" to this Series 2012 Resolution; and

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum (the "County Mayor's Memorandum"), a copy of which is incorporated in this Series 2012 Resolution by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

SECTION 1. Authority. This Series 2012 Resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Florida (the "State"), including the Home Rule Amendment and Charter of Miami-Dade County, Florida, as amended, and Chapters 125 and 166, Florida Statutes, as amended, the Code of Miami-Dade County, Florida, as amended, and other applicable provisions of law (collectively, the "Act") and pursuant to Section 211 of the Trust Agreement.

SECTION 2. Definitions. All terms in capitalized form, unless otherwise defined in this Series 2012 Resolution, including the recitals to this Series 2012 Resolution, shall have the

same meaning as ascribed to them in the Trust Agreement and the Ordinances. The following terms shall have the meanings set forth below:

A. "AMT Bonds" means bonds the interest on which is excludable from gross income for federal income tax purposes but is an item of tax preference for purposes of the alternative minimum tax under the Code.

B. "Aviation Director" means the Director of the Aviation Department, the acting Director of the Aviation Department, or, in either case, her or his designee.

C. "Clerk" means the Clerk of the Board or any Deputy Clerk of the County.

D. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated under it.

E. "DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company and clearing corporation and clearing agency under New York law, and its successors and assigns.

F. "Non-AMT Bonds" means bonds the interest on which is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Code.

G. "Omnibus Certificate" means a certificate of the County executed by the County Mayor , the Aviation Director and a Deputy Clerk, dated the date of original issuance of the Series 2012 Bonds, setting forth among other things, the information and designations required by Section 5 of this Series 2012 Resolution.

H. "Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments,

taking into account all permitted credits, all as provided in the Income Tax Regulations implementing Section 148 of the Code.

I. "Rule" means Rule 15c2-12 of the United States Securities and Exchange Commission, as in effect from time to time, and any successor provisions to such rule.

J. "Tax Certificate" means a tax compliance certificate dated the date of original issuance of the Series 2012 Bonds executed by the County Mayor and the Aviation Director regarding, among other things, restrictions related to rebate of arbitrage earnings to the United States of America and the restrictions prescribed by the Code in order for interest on the Series 2012 Bonds to remain excludable from gross income for federal income tax purposes.

SECTION 3. Findings. The Board finds, determines and declares as follows:

A. The County is authorized under the Act and the Trust Agreement to issue the Series 2012 Bonds for the valid public purposes of: (a) refunding or redeeming the Refunded Bonds; (b) making a deposit to the Reserve Account, if necessary, including the deposit of a Reserve Facility or Facilities, if any; (c) paying certain costs of issuance, including the premiums for any Credit Facility and/or Reserve Facility, if any, relating to the Series 2012 Bonds, if there is an economic benefit as provided in Section 7 of this Series 2012 Resolution.

B. It is necessary, desirable and in the best interest of the County that the Refunded Bonds be refunded or redeemed with the Series 2012 Bonds as contemplated in this Series 2012 Resolution.

C. The Financial Advisor has recommended to the County that the Series 2012 Bonds be issued through a negotiated sale, given the volatility in the municipal bond market and the significant contraction of available credit from banks and other institutional lenders and investors, to allow time for the investment community to comprehend a number of relevant items, including: (i) the financial volatility of the airline industry, (ii) the impact of current

global economic weaknesses, (iii) Miami International Airport's passenger and revenue growth trends, and (iv) the Aviation Department's ability to generate sufficient revenues to operate effectively and service its outstanding debt. Based upon the recommendation of the Financial Advisor, the County Mayor has determined that the negotiated sale of the Series 2012 Bonds to the Underwriters is in the best interest of the County and has recommended to the Board that the County sell the Series 2012 Bonds by negotiated sale. The Board accepts the recommendation of the County Mayor.

D. The Board has determined that it is in the best interest of the County to appoint the Underwriters from the County's pool of Underwriters and sell the Series 2012 Bonds to them through a negotiated sale, but only upon the terms and conditions and subject to the limitations of this Series 2012 Resolution, which terms shall be finalized by the County Mayor after consultation with the Aviation Director and the Financial Advisor and set forth in the Bond Purchase Agreement and the Omnibus Certificate for such Series 2012 Bonds in accordance with Section 5 of this Series 2012 Resolution.

E. The Series 2012 Bonds shall only be issued if there is a net present value savings of five percent (5%) or more resulting from the issuance of the Series 2012 Bonds and the refunding of the Refunded Bonds.

F. The authority granted to the County Mayor with regard to the issuance of the Series 2012 Bonds as provided in this Series 2012 Resolution is necessary to the proper and efficient implementation of the provisions of this Series 2012 Resolution in order to achieve the maximum flexibility in the marketplace.

G. The recitals contained in the "WHEREAS" clauses are incorporated into this Series 2012 Resolution as findings and the attached County Mayor's Memorandum is approved and incorporated into this Series 2012 Resolution.

SECTION 4. Authorization of Series 2012 Bonds; Conditional Notice of Redemption.

A. Subject and pursuant to the provisions of this Series 2012 Resolution, the Trust Agreement and the County Mayor's Memorandum and for the purposes of (a) refunding or redeeming the Refunded Bonds; (b) making a deposit to the Reserve Account, if necessary, including the deposit of a Reserve Facility or Facilities, if any; and (c) paying certain costs of issuance, including the premiums for any Credit Facility and/or Reserve Facility, if there is an economic benefit as provided in Section 7 of this Series 2012 Resolution, the Board authorizes the issuance of the Series 2012 Bonds to be designated as "Miami-Dade County, Florida Aviation Revenue Refunding Bonds, Series 2012", with such Series designations as shall be determined by the County Mayor after consultation with Bond Counsel. Notwithstanding anything in this Series 2012 Resolution to the contrary, the Series 2012 Bonds shall not be issued and delivered until the conditions specified in Section 211 of the Trust Agreement have been satisfied.

B. The aggregate principal amount of the Series 2012 Bonds shall not exceed $910,000,000, with the exact principal amount of the Series 2012 Bonds to be determined by the County Mayor after consultation with the Aviation Director, the Financial Advisor and Bond Counsel.

C. The principal of, interest on and redemption premium, if any, with respect to the Series 2012 Bonds and all other payments required pursuant to the terms of the Trust Agreement will be payable solely from and secured by a first lien upon and a pledge of the Net Revenues to the extent and in the manner provided in the Trust Agreement, such Net Revenues to be obtained

from sources authorized by law, and such payments will not constitute a general obligation indebtedness of the County, the State or any political subdivision of the State within the meaning of any constitutional, statutory or charter provision or limitation, nor a lien upon any property of the County, the State or any political subdivision of the State, and the registered owner of any Series 2012 Bond issued under the provisions of the Trust Agreement shall not have the right to require or compel the exercise of the taxing power of the County, the State or any political subdivision of the State for the payment of the Series 2012 Bonds.

D. If the Series 2012 Bonds or any portion thereof are to be optionally redeemed pursuant to the terms authorized herein, the County may provide a conditional notice of redemption thereof in accordance with the terms set forth below, and the County Mayor is hereby authorized, in his discretion, to add to the form of Series 2012 Bonds a provision reflecting this right:

> Conditional Notice of Optional Redemption. In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) the County retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the County delivers a written direction to the Trustee directing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such

rescission to the affected Bondholders. Any Series 2012 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such funds available shall constitute an Event of Default. The Trustee shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Series 2012 Bonds called for redemption and not so paid remain Outstanding.

SECTION 5. Terms of Series 2012 Bonds; Authorization of Bond Purchase Agreement; Bond Form and Registration.

A. The County Mayor is authorized, after consultation with the Aviation Director and the Financial Advisor, to approve the terms of the Series 2012 Bonds, such approval to be evidenced by the terms and provisions set forth in the Omnibus Certificate, including, without limitation, the number of Series 2012 Bonds to be issued and the Series designations, the authorized denominations of each Series 2012 Bonds, the dated date of the Series 2012 Bonds, the first interest payment date or dates, the interest rate or rates, the optional and mandatory redemption terms of the Series 2012 Bonds, whether the Series 2012 Bonds shall be serial bonds, term bonds, or any combination of such bonds, the maturity dates of the Series 2012 Bonds, the maturity amounts as to serial bonds and Amortization Requirements as to term bonds, provided, however, that in no event shall the Series 2012 Bonds be issued if: (i) the aggregate principal amount of the Series 2012 Bonds exceeds $910,000,000; (ii) the net present value savings from the issuance of the Series 2012 Bonds and the refunding of the Refunded Bonds is less than five percent (5%); (iii) any Series 2012 Bonds sold to the Underwriters at one time are sold to the Underwriters at a purchase price less than 98.0% of the original aggregate principal amount of

such Series 2012 Bonds (excluding original issue discount and original issue premium) (the "Minimum Purchase Price"); or (iv) the final maturity of the Series 2012 Bonds exceeds forty (40) years from the dated date of such Series 2012 Bonds or the final maturity of the Series 2012 Bonds is longer than the final maturity of the Refunded Bonds.

The County Mayor, after consultation with the Aviation Director, is authorized to execute and deliver to the Underwriters one or more Bond Purchase Agreements in connection with the purchase of the Series 2012 Bonds by the Underwriters, its terms consistent with the terms of the Omnibus Certificate, with the execution and delivery of one or more Bond Purchase Agreements for and on behalf of the Board by the County Mayor being conclusive evidence of the Board's acceptance of the Underwriters' proposal to purchase the Series 2012 Bonds (which purchase date may consist of one or more dates). The Bond Purchase Agreement shall be in substantially the form of the Bond Purchase Agreement on file at the Clerk's Office as Exhibit "A" with such changes, insertions and omissions as the County Mayor shall deem necessary and approve in accordance with the terms of this Series 2012 Resolution, upon consultation with the Aviation Director, the Financial Advisor, the County Attorney, Bond Counsel, and Disclosure Counsel, and the execution and delivery of the Bond Purchase Agreement by the County Mayor shall be conclusive evidence of the Board's approval of any such changes, insertions or omissions. If the Series 2012 Bonds are sold and/or issued on different dates, the Series 2012 Bonds may be designated as subseries of the Series 2012 Bonds, and, as such, the Bond Purchase Agreement for each subseries of Series 2012 Bonds sold after the initial sale of the Series 2012 Bonds shall be in substantially the form of the Bond Purchase Agreement executed and delivered in connection with the initial sale of the Series 2012 Bonds, with such changes, insertions and omissions as may be

necessary and approved by the County Mayor in accordance with the terms of this Series 2012 Resolution, after the consultations as described above. The execution and delivery of the Bond Purchase Agreement by the County Mayor shall be conclusive evidence of the Board's approval of any such changes, insertions and omissions and acceptance of the Underwriters' proposal to purchase the Series 2012 Bonds on one or more dates.

B. The Series 2012 Bonds shall be executed in the form and manner provided in the Trust Agreement, and shall be delivered to the Trustee under the Trust Agreement for authentication and delivery to the purchasers of the Series 2012 Bonds in accordance with the provisions of Section 211 of the Trust Agreement. The Series 2012 Bonds are authorized to be issued initially as fully registered bonds in book-entry form and registered in the name of DTC or its nominee, which will act as securities depository for the Series 2012 Bonds. The County Mayor is authorized and directed to take all actions and execute all documents as are incidental to such book-entry system. The provisions for selecting Series 2012 Bonds for redemption may be altered in order to conform to the requirements of DTC. In the event such book-entry system for the Series 2012 Bonds ceases to be in effect, the Series 2012 Bonds shall be issued in fully registered form without coupons, registered in the names of the owners of the Series 2012 Bonds.

C. Interest payments with respect to the Series 2012 Bonds shall be paid by check or draft mailed to the registered owner of Series 2012 Bonds at its address as it appears on the registration books of the Trustee on the Regular Record Date therefor; provided however, any Series 2012 Bondholder owning Series 2012 Bonds in the principal amount of $1,000,000 or more may elect by written request to the Trustee delivered prior to the applicable record date with respect to interest, or the date of presentation with respect to principal or redemption price,

to have the interest, principal or redemption price paid by wire transfer to a bank within the continental United States for deposit to an account designated by such Series 2012 Bondholder, at the expense of such Series 2012 Bondholder.

SECTION 6. Application of Proceeds.

Proceeds from the sale of the Series 2012 Bonds shall be applied as follows: to the extent set forth in the Omnibus Certificate, (i) a portion of the proceeds necessary to fund the refunding or redemption of the Refunded Bonds shall be deposited with the Trustee under the provisions of the Escrow Deposit Agreement; (ii) a portion of the proceeds shall be deposited with the Trustee to the credit of the Reserve Account in the Sinking Fund, if necessary; and (iii) the balance of the proceeds of the Series 2012 Bonds shall be deposited with the Co-Trustee to the credit of a separate special account or accounts appropriately designated and created for each Series of the Series 2012 Bonds, as contemplated in the Trust Agreement, to be applied to pay certain costs of issuance of the Series 2012 Bonds all as set forth in the Omnibus Certificate; provided, however, that any premiums on or fees for Credit Facilities and/or Reserve Facilities payable by the County may be paid directly by the Underwriters from the proceeds of the Series 2012 Bonds.

SECTION 7. Approval of Credit Facilities and Reserve Facilities. If the County Mayor demonstrates, after consultation with the Aviation Director and the Financial Advisor, that there is an economic benefit to the County to secure and pay for one or more Credit Facilities and/or Reserve Facilities, the County Mayor is authorized to secure one or more Credit Facilities and/or Reserve Facilities with respect to the Series 2012 Bonds. The County Mayor is authorized and directed to execute and deliver such agreements, instruments or certificates for and on behalf of the County as may be necessary to secure such Credit Facilities and/or Reserve

Facilities with such terms, covenants, provisions and agreements, including, without limitation, granting to any provider of a Credit Facility the power to exercise certain rights and privileges of the holders of the Series 2012 Bonds secured by such Credit Facility under the Trust Agreement, as may be approved by the County Mayor upon advice of the County Attorney and Bond Counsel. The execution and delivery of such agreements or instruments for and on behalf of the County shall be conclusive evidence of the Board's approval of such agreements or instruments.

SECTION 8. Approval of the Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement in connection with the offering and sale of the Series 2012 Bonds substantially in the form attached as Exhibit "B" to this Series 2012 Resolution, and its distribution and use, with such changes, modifications, insertions and omissions as may be determined by the County Mayor, with the approval of the County Attorney, Bond Counsel and Disclosure Counsel and after consultation with the Aviation Director and the Financial Advisor, is approved. The County Mayor, after consultation with Disclosure Counsel, is authorized to deem the Preliminary Official Statement "final" for the purposes of the Rule. The County Mayor is authorized and directed to deliver the final Official Statement in connection with the offering and sale of the Series 2012 Bonds in the name and on behalf of the County. The final Official Statement shall be substantially in the form of the Preliminary Official Statement, with such changes, insertions and omissions as may be determined by the County Mayor, with the approval of the County Attorney, Bond Counsel and Disclosure Counsel and after consultation with the Aviation Director and the Financial Advisor, with the delivery of the Official Statement by the County Mayor, on behalf of the County, being conclusive evidence of the Board's approval of any such changes, insertions and omissions and authorization of its use and distribution. The County Mayor and the Aviation Director, after

consultation with Bond Counsel, Disclosure Counsel and the County Attorney, are authorized to make any necessary certifications to the Underwriters regarding a deemed final Official Statement, if and to the extent required by the Rule. If the Series 2012 Bonds are sold on different dates, the Preliminary Official Statement and the Official Statement for each subseries of Series 2012 Bonds offered after the initial offering of the Series 2012 Bonds shall be in substantially the form utilized for the initial offering, with such changes, insertions and omissions as may be necessary and approved by the County Mayor, after consultation as described above, and provided further that the County Mayor may approve the use of Preliminary Official Statements and Final Official Statements, after consultation as described above, that include as an exhibit thereto the Official Statement for the prior offering if the County Mayor determines that such an approach results in the most efficient offering and sale of the Series 2012 Bonds consistent with good disclosure practices.

SECTION 9. Tax Covenants.

A. The County hereby represents to and covenants with the registered owners of the Series 2012 Bonds that it will comply with the requirements applicable to it contained in Sections 103 and 141 through 150 of the Code to the extent necessary to preserve the excludability of interest on the Series 2012 Bonds from gross income for federal income tax purposes (other than interest on any Series 2012 Bonds issued as AMT Bonds and held by a person who is deemed a "substantial user" of the financed facilities or a "related person" within the meaning of Section 147(a) of the Code).

B. Specifically, without intending to limit in any way the generality of the foregoing, the County covenants and agrees with respect to the Series 2012 Bonds:

(1) to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(2) to set aside sufficient moneys, from Revenues or other legally available funds of the Aviation Department, to timely pay the Rebate Amount to the United States of America;

(3) to pay the Rebate Amount to the United States of America from Revenues or from any other legally available funds of the Aviation Department, at the times and to the extent required pursuant to Section 148(f) of the Code;

(4) to maintain and retain all records pertaining to the Rebate Amount, and required payments of the Rebate Amount, with respect to the Series 2012 Bonds for at least six years after the final maturity thereof or such other period as shall be necessary to comply with the Code;

(5) to refrain from taking (or omit taking) any action that would cause any Series 2012 Bonds issued as Non-AMT Bonds to be classified as private activity bonds under Section 141(a) of the Code;

(6) to refrain from taking (or omit taking) any action that would cause any Series 2012 Bonds issued as AMT Bonds from failing to be classified as an exempt facility bond under Section 142 of the Code;

(7) to refrain from taking any action that would cause the Series 2012 Bonds to become arbitrage bonds under Section 148 of the Code; and

(8) to comply with and take all actions required of it by each Tax Certificate.

C. The County understands that the foregoing covenants impose continuing obligations on it that will exist as long as the requirements of Sections 103 and 141 through 150 of the Code are applicable to the Series 2012 Bonds.

D. Notwithstanding any other provision of this Series 2012 Resolution, the obligation of the County to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 9 shall survive the defeasance or payment in full of the Series 2012 Bonds.

E. The County Mayor and the Aviation Director are authorized to execute and deliver one or more Tax Certificates, to be prepared by Bond Counsel, for and on behalf of the County.

SECTION 10. Continuing Disclosure Commitment.

A. The County agrees, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of the Rule, to provide or cause to be provided for the benefit of the beneficial owners of the Series 2012 Bonds (the "Beneficial Owners") to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable legislation, from time to time (each such information repository, a "MSIR"), the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ending after the issuance of the Series 2012 Bonds:

(1) Revenues and Net Revenues of the Aviation Department and operating information for the prior Fiscal Year of the type and in a form which is generally consistent with the presentation of such information in the Official Statement for the Series 2012 Bonds, and such additional operating information as may be determined by the Aviation Department; and

(2) The audited general purpose financial statements of the Aviation Department utilizing generally accepted accounting principles applicable to local governments.

The information in paragraphs (1) and (2) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year and shall be made available, in addition to the Trustee and each MSIR, to each Beneficial Owner of the Series 2012 Bonds who requests such information in writing. The audited general purpose financial statements of the Aviation Department referred to in paragraph (2) above are expected to be available separately from the information in paragraph (1) above and shall be provided by the County as soon as practical after acceptance of such statements from the auditors by the Aviation Department. If not available within eight (8) months from the end of the Fiscal Year, unaudited information will be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

B. The County agrees to provide or cause to be provided, in a timely manner (not in excess of ten (10) business days) after the occurrence of the event, to each MSIR in the appropriate format required by law or applicable regulation, notice of occurrence of any of the following events with respect to the Series 2012 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax status of the Series 2012 Bonds;

(7) modifications to rights of Registered Owners of the Series 2012 Bonds, if material;

(8) Series 2012 Bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Series 2012 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(13) The consummation of a merger, consolidation or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee, or the change of name of a trustee, if material.

C. The County agrees to provide or cause to be provided, in a timely manner, to each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

D. The obligations of the County under this Section 10 shall remain in effect only so long as the Series 2012 Bonds are Outstanding. The County reserves the right to terminate its obligations to provide the Annual Information and notices of material events, as set forth above, if and when the County no longer remains an "obligated person" with respect to the Series 2012 Bonds within the meaning of the Rule.

E. The County agrees that its undertaking pursuant to the Rule set forth in this Section 10 is intended to be for the benefit of the Beneficial Owners of the Series 2012 Bonds and shall be enforceable by the Trustee on behalf of such Beneficial Owners in the manner provided in the Trust Agreement if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the County's obligations under this Section 10 in a federal or state court located

within the County and any failure by the County to comply with the provisions of this undertaking shall not be a default with respect to the Series 2012 Bonds.

F. Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Commission prior to the issuance of the Series 2012 Bonds. In the event that the Securities and Exchange Commission approves any additional MSIRs after the date of issuance of the Series 2012 Bonds, the County shall, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute breach of this covenant.

G. The requirements of subsection A above do not necessitate the preparation of any separate annual report addressing only the Series 2012 Bonds. The requirements of subsection A above may be met by the filing of an annual information statement or audited general purpose financial statements of the Aviation Department or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any official statement of the County, provided such official statement is filed with the MSRB.

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

I. Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 10, the County agreements as to continuing disclosure (the "Covenants") may only be amended if:

(1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Aviation Department or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Series 2012 Bonds, after taking into account any amendments or change in circumstances; and the amendment does not materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

(2) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Commission at the date of the adoption of this Series 2012 Resolution, ceases to be in effect for any reason, and the County elects that the Covenants shall be deemed amended accordingly.

Any assertion of beneficial ownership must be filed, with full documentary support as part of the written request described above.

J. The Board further authorizes and directs the County Mayor to cause all other agreements to be made or action to be taken as required in connection with meeting the County's obligations as to the Covenants. The County Mayor shall further be authorized to make such additions, deletions and modifications to the Covenants prior to the issuance of the Series 2012 Bonds as he shall deem necessary in consultation with the County Attorney, Bond Counsel and Disclosure Counsel.

K. Any change in Obligated Persons (as defined below) shall be reported by the County in connection with its Annual Information. If any person, other than the County, becomes an Obligated Person relating to the Series 2012 Bonds, the County shall use its reasonable best efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person; provided, however, that the County takes, and shall take, no responsibility for the accuracy or completeness of any financial information or operating data or other materials submitted by any future Obligated Person.

For purposes of this subsection K, "Obligated Person" means, with respect to the Series 2012 Bonds, the County and any airline or other entity using the Port Authority Properties pursuant to a lease or use agreement, which lease or use agreement has a non-cancelable (by either party) term of one year or more from the date in question, and which includes bond debt service as part of the calculation of rates and charges, under which lease or use agreement such airline or entity has paid amounts equal to at least 20% of the Revenues for the prior two fiscal years of the County.

SECTION 11. Refunding or Redemption of Refunded Bonds; Escrow Deposit Agreement; Verification Agent.

A. The Board approves the refunding or redemption of the Refunded Bonds. The County Mayor is authorized to determine the date(s) of redemption of the Refunded Bonds in consultation with the Financial Advisor and Bond Counsel. Notwithstanding anything to the contrary contained in this Series 2012 Resolution, the County Mayor, after consultation with the Aviation Director, the Financial Advisor, the County Attorney and Bond Counsel, is authorized to determine to refund and redeem or pay at maturity only a portion of the Refunded Bonds.

B. The County Mayor is authorized to execute and deliver the Escrow Deposit Agreement in connection with the refunding or redemption or payment at maturity of the Refunded Bonds. The Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement on file at the Clerk's Office as Exhibit "C" to this Series 2012 Resolution with such changes, insertions and omissions as the County Mayor, after consultation with the Aviation Director, the Financial Advisor, the County Attorney and Bond Counsel, shall deem necessary or desirable, and the execution and delivery of the Escrow Deposit Agreement by the County Mayor on behalf of the County shall be conclusive evidence of the Board's approval of any such changes, insertions or omissions. The Trustee is hereby designated the Escrow Agent under the Escrow Deposit Agreement.

The County Mayor, after utilizing a competitive process and consultation with the Financial Advisor, is further authorized to appoint a verification agent to render reports on the sufficiency of funds and investments held under the Escrow Deposit Agreement necessary to accomplish the refunding and redemption or payment at maturity of the Refunded Bonds contemplated in this Series 2012 Resolution.

SECTION 12. Authorizations.

A. The County Mayor and the Clerk are authorized and directed, individually or in combination, to execute the Series 2012 Bonds manually or by their respective facsimile signatures as provided in the Trust Agreement, and such officers are authorized to cause the delivery of the Series 2012 Bonds, in the amounts authorized to be issued, to the Trustee for authentication and delivery to or upon the order of the Underwriters pursuant to the Bond Purchase Agreement, upon compliance by the Underwriters with the terms of the Bond Purchase

Agreement and satisfaction of the conditions precedent to the delivery of the Series 2012 Bonds provided in the Trust Agreement.

B. The Trustee is authorized and directed, upon receipt of instructions from the County Mayor, to execute the Trustee's Certificate of Authentication on each of the Series 2012 Bonds and to deliver such bonds to or upon the order of the Underwriters named in the Bond Purchase Agreement, upon payment of the purchase price for the Series 2012 Bonds and upon compliance with the other requirements for delivery of bonds set forth in the Trust Agreement and pertaining to the Series 2012 Bonds.

C. The County Mayor is authorized to approve the investment of proceeds of the Series 2012 Bonds held under the provisions of the Trust Agreement and the Escrow Deposit Agreement and to instruct the Trustee and the Co-Trustee, as applicable, from time to time concerning those investments, all in accordance with the Trust Agreement and the Escrow Deposit Agreement.

SECTION 13. Further Action. The County Mayor, the Clerk, the County Manager, the Finance Director, the County Attorney, the Aviation Director and the County's other officials and officers, as well as its attorneys, consultants and engineers, are authorized and directed to do all acts and things and to execute and deliver any and all agreements, documents and certificates which they deem necessary or advisable in order to consummate the issuance of the Series 2012 Bonds and otherwise to carry out, give effect to and comply with the terms and intent of this Series 2012 Resolution, the Series 2012 Bonds and the related documents. In the event that the County Mayor, the Clerk, the County Manager, the Finance Director, the County Attorney, the Aviation Director or other officer or official of the County is unable to execute and deliver the documents contemplated by this Series 2012 Resolution, such documents shall be executed and

delivered by the respective designee of such officer or official or any other duly authorized officer or official of the County.

SECTION 14. Severability of Invalid Provisions. In case any one or more of the provisions of this Series 2012 Resolution or any approved document shall for any reason be held to be illegal or invalid, then such provision shall be null and void; provided, however, that any such illegality or invalidity shall not affect any other provisions of this Series 2012 Resolution or such document, as the case may be, and such other provisions shall be construed and enforced as if such illegal or invalid provisions had not been contained. All or any part of resolutions or proceedings in conflict with the provisions of this Series 2012 Resolution are to the extent of such conflict repealed or amended to the extent of such inconsistency.

SECTION 15. Governing Law; Venue. The Series 2012 Bonds are to be issued and this Series 2012 Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction. Venue shall lie in Miami-Dade County, Florida.

SECTION 16. No Recourse Against County's Officers. No covenant, agreement or obligation contained in this Series 2012 Resolution shall be deemed to be a covenant, agreement or obligation of any present or future official, officer, employee or agent of the County in the individual capacity of such person, and no official, officer, employee or agent of the County executing the Series 2012 Bonds shall be liable personally on the Series 2012 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2012 Bonds. No official, officer, employee, agent or advisor of the County shall incur any personal liability with respect to any other action taken by such person pursuant to this Series 2012 Resolution, provided the official, officer, employee, agent or advisor acts in good faith, but this

Section shall not relieve any official, officer, employee, agent or advisor of the County from the performance of any official duty provided by law or this Series 2012 Resolution.

SECTION 17. Waivers. The provisions of Resolution R-130-06, as amended from time to time, requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are hereby waived at the request of the County Mayor for the reasons set forth in the County Mayor's Memorandum.

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The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Gerald T. Heffernan

Prepared by Bond Counsel:
Hogan Lovells US LLP
Law Offices of Steve E. Bullock, P.A.

EXHIBIT "A"

BOND PURCHASE AGREEMENT

(on file with the Clerk's Office)

EXHIBIT "B"

PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2012

NEW ISSUE –BOOK-ENTRY ONLY **RATINGS: *See* "RATINGS" herein**

In the opinion of Bond Counsel to the County to be delivered upon the issuance of the Series 2012 Bonds, under existing law and assuming compliance by the County with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met subsequent to the issuance of the Series 2012 Bonds, with which the County has certified, represented and covenanted its compliance, (i) interest on the Series 2012A Bonds is excluded from gross income for federal income tax purposes, except for any period during which such Series 2012A Bonds are held by a person who is a "substantial user" of the facilities financed or a "related" person, as those terms are used in Section 147(a) of the Code, but is an item of tax preference in calculating the federal alternative minimum tax liability of individuals, trusts, estates and corporations, and (ii) interest on the Series 2012B Bonds is excluded from gross income for federal income tax purposes and is not included in the computation of the federal alternative minimum tax imposed on individuals, trusts, estates and, subject to certain exceptions, corporations. Also in the opinion of Bond Counsel to the County, to be delivered upon the issuance of the Series 2012 Bonds, the Series 2012 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein. See "TAX MATTERS" for a more detailed discussion.

[Insert MDAD logo and MDC logo]

**$_____*
MIAMI-DADE COUNTY, FLORIDA
Aviation Revenue Refunding Bonds
Series 2012A (AMT)**

**$_____*
MIAMI-DADE COUNTY, FLORIDA
Aviation Revenue Refunding Bonds
Series 2012B (NON-AMT)**

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

Miami-Dade County, Florida (the "County") is issuing its $_____* Aviation Revenue Refunding Bonds, Series 2012A (AMT) (the "Series 2012A Bonds") and $_____* Aviation Revenue Refunding Bonds, Series 2012B (NON-AMT) (the "Series 2012B Bonds" and together with the Series 2012A Bonds, the "Series 2012 Bonds"). The Series 2012 Bonds are being issued as fully registered bonds, initially registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2012 Bonds. So long as the Series 2012 Bonds are in book-entry form, purchases of beneficial interests in the Series 2012 Bonds will be made in book-entry only form, without certificates, in denominations of $5,000 or integral multiples of $5,000. *See* "AUTHORIZATION FOR THE SERIES 2012 BONDS."

Interest on the Series 2012 Bonds will accrue from their initial date of delivery and will be payable on April 1 and October 1 of each year, commencing on April 1, 2013.

Principal of and interest on the Series 2012 Bonds will be payable at the corporate trust offices of The Bank of New York Mellon (successor in interest to JPMorgan Chase Bank, N.A.), as trustee (the "Trustee"), in New York, New York. So long as DTC or its nominee is the registered owner of the Series 2012 Bonds, payments of the principal of and interest on the Series 2012 Bonds will be paid directly to DTC or its nominee, and disbursements of such payments to beneficial owners will be the responsibility of DTC and its participants. See "THE SERIES 2012 BONDS – Book-Entry Only System." The Series 2012 Bonds will be subject to optional and mandatory redemption prior to maturity at the prices, in the manner and at such times as set forth in this Official Statement. See "THE SERIES 2012 BONDS – Redemption."

* Preliminary, subject to change.

The Series 2012 Bonds are being issued for the purposes of: (a) currently refunding and redeeming all or a portion of certain Outstanding aviation revenue bonds of the County as described herein; (b) making a deposit to the Reserve Account, including the deposit of a Reserve Facility or Facilities (as such terms are defined herein), if any; and (c) paying certain costs of issuance, [including the premiums for any Credit Facility and/or Reserve Facility (as such terms are defined herein), if any,] relating to the Series 2012 Bonds. See "INTRODUCTION" and "PLAN OF REFUNDING."

THE SERIES 2012 BONDS WILL BE SPECIAL, LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM A PLEDGE OF NET REVENUES (AS DEFINED IN THIS OFFICIAL STATEMENT) DERIVED FROM THE PORT AUTHORITY PROPERTIES, INCLUDING THE OPERATION OF THE MIAMI INTERNATIONAL AIRPORT, AS DESCRIBED IN THIS OFFICIAL STATEMENT, AND CERTAIN OTHER MONIES. THE SERIES 2012 BONDS WILL BE SECURED ON A PARITY BASIS WITH THE COUNTY'S BONDS OUTSTANDING UNDER THE TRUST AGREEMENT DESCRIBED IN THIS OFFICIAL STATEMENT. NEITHER THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR THE COUNTY NOR THE FAITH AND CREDIT OF ANY AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR THE COUNTY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS. THE ISSUANCE OF THE SERIES 2012 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF FLORIDA OR THE COUNTY OR ANY AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR THE COUNTY TO LEVY ANY TAXES FOR THE SERIES 2012 BONDS OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE NET REVENUES AND CERTAIN OTHER MONIES PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS UNDER THE TRUST AGREEMENT.

[The scheduled payment of principal of and interest on the Insured Series 2012 Bonds, as indicated on the inside cover, when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Series 2012 Bonds by Assured Guaranty Municipal Corp. ("AGM" or the "Bond Insurer"). See "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS."]

See the inside cover page for maturities, principal amounts, initial CUSIP numbers, interest rates and yields.

This cover page contains information for quick reference only. It is not a summary of the Series 2012 Bonds. Investors must read the entire Official Statement, including the Appendices, to obtain information essential to the making of an informed investment decision paying particular attention to matters discussed in "CERTAIN INVESTMENT CONSIDERATIONS."

The Series 2012 Bonds are offered when, as and if issued by the County and accepted by the Underwriters, subject to the delivery of an opinion as to legality by Hogan Lovells US LLP, Miami, Florida, and the Law Offices of Steve E. Bullock, P.A., Miami, Florida, Bond Counsel. Certain legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain other legal matters relating to disclosure will be passed upon for the County by Edwards Wildman Palmer LLP, West Palm Beach, Florida, and Rasco Klock Reininger Perez Esquenazi Vigil & Nieto, Coral Gables, Florida, Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by their counsel, Broad and Cassel, Orlando, Florida. The Financial Advisors to the Aviation Department are First Southwest Company, Aventura, Florida, and Frasca & Associates, L.L.C., New York, New York. It is expected that the Series 2012 Bonds will be available for delivery through DTC in New York, New York on or about _____, 2012.

[Underwriters]

Dated: _____, 2012

MATURITIES, PRINCIPAL AMOUNTS, INITIAL CUSIP NUMBERS[1], INTEREST RATES, AND YIELDS OF THE SERIES 2012 BONDS

AVIATION REVENUE REFUNDING BONDS, SERIES 2012A (AMT)

$_____ Serial Series 2012A Bonds

Maturity (October 1)	Principal Amount	Initial CUSIP No.[1]	Interest Rate	Yield	Maturity (October 1)	Principal Amount	Initial CUSIP No.[1]	Interest Rate	Yield
	$		%	%		$		%	%

$_____ ____% Term Series 2012A Bonds due October 1, ____, Yield ____%, Initial CUSIP No.[1] ____
$_____ ____% Term Series 2012A Bonds due October 1, ____, Yield ____%, Initial CUSIP No.[1] ____

[* Insured Series 2012A Bonds]

AVIATION REVENUE REFUNDING BONDS, SERIES 2012B (NON-AMT)

$_____ Serial Series 2012B Bonds

Maturity (October 1)	Principal Amount	Initial CUSIP No.[1]	Interest Rate	Yield	Maturity (October 1)	Principal Amount	Initial CUSIP No.[1]	Interest Rate	Yield
	$		%	%		$		%	%

$_____ ____% Term Series 2012B Bonds due October 1, ____, Yield ____%, Initial CUSIP No.[1] ____
$_____ ____% Term Series 2012B Bonds due October 1, ____, Yield ____%, Initial CUSIP No.[1] ____

[* Insured Series 2012B Bonds]

---

[1] Neither the County nor the Underwriters assume responsibility for the use of CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Official Statement.

[2] Yield calculated to first optional call date of October 1, _____.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of any offer to buy, nor shall there be any sale of the Series 2012 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction.

MIAMI-DADE COUNTY, FLORIDA
Carlos A. Gimenez, Mayor

MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS
Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Name	District	Name	District
Barbara J. Jordan	1	Lynda Bell	8
Jean Monestime	2	Dennis C. Moss	9
Audrey M. Edmonson	3	Senator Javier D. Souto	10
Sally A. Heyman	4	Joe A. Martinez	11
Bruno A. Barreiro	5	José "Pepe" Diaz	12
Rebeca Sosa	6	Esteban Bovo, Jr.	13
Xavier L. Suarez	7		

COUNTY CLERK
Harvey Ruvin

DEPUTY MAYOR/COUNTY MANAGER
Alina T. Hudak

COUNTY ATTORNEY
R.A. Cuevas, Jr., Esq.

DEPUTY MAYOR / FINANCE DIRECTOR
Edward Marquez

AVIATION DEPARTMENT
José Abreu, P.E.
Aviation Director

Ken Pyatt
Deputy Aviation Director for Operations

Miguel A. Southwell
Deputy Aviation Director

Anne Syrcle Lee
Chief Financial Officer

Sergio San Miguel, CPA
Capital Finance Manager

BOND COUNSEL
Hogan Lovells US LLP
Miami, Florida

Law Offices of Steve E. Bullock, P.A.
Miami, Florida

DISCLOSURE COUNSEL
Edwards Wildman Palmer LLP
West Palm Beach, Florida

Rasco Klock Reininger Perez Esquenazi Vigil & Nieto
Coral Gables, Florida

FINANCIAL ADVISORS
First Southwest Company
Aventura, Florida

Frasca & Associates, L.L.C.
New York, New York

CONSULTING ENGINEERS
HNTB Corporation
Miami, Florida

TRAFFIC ENGINEERS
Jacobs Consultancy, Inc.
Burlingame, California

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
KPMG LLP
Miami, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COUNTY, THE AVIATION DEPARTMENT OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN AS SET FORTH IN THIS OFFICIAL STATEMENT AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COUNTY, THE AVIATION DEPARTMENT OR THE UNDERWRITERS. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THE SERIES 2012 BONDS BY A PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH AN OFFER, SOLICITATION OR SALE. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2012 BONDS.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. *THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, THEIR RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.*

THE SERIES 2012 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, NOR HAVE THE TRUST AGREEMENT, THE SERIES 2012 RESOLUTION OR THE AUTHORIZATIONS DESCRIBED IN THIS OFFICIAL STATEMENT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2012 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2012 BONDS TO CERTAIN DEALERS AND OTHERS AT YIELDS HIGHER THAN THE PUBLIC OFFERING YIELDS REFLECTED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING YIELDS MAY BE CHANGED FROM TIME TO TIME, AFTER THE INITIAL OFFERING TO THE PUBLIC, BY THE UNDERWRITERS.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISIONS OR SECTIONS IN THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2012 BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

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

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE, BUT ARE NOT LIMITED TO, CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "ESTIMATED SOURCES AND USES OF FUNDS," "CERTAIN INVESTMENT CONSIDERATIONS," "AVIATION DEPARTMENT FINANCIAL INFORMATION – MANAGEMENT'S DISCUSSION OF FINANCIAL INFORMATION," AND "APPENDIX A - REPORT OF THE TRAFFIC ENGINEERS" IN THIS OFFICIAL STATEMENT. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. AMONG THE FACTORS THAT MAY CAUSE PROJECTED REVENUES AND EXPENDITURES TO BE MATERIALLY DIFFERENT FROM THOSE ANTICIPATED ARE AN INABILITY TO INCUR DEBT AT ASSUMED RATES, CONSTRUCTION DELAYS, INCREASES IN CONSTRUCTION COSTS, GENERAL ECONOMIC DOWNTURNS, FACTORS AFFECTING THE AIRLINE INDUSTRY IN GENERAL, FEDERAL LEGISLATION AND/OR REGULATIONS, AND REGULATORY AND OTHER RESTRICTIONS, INCLUDING, BUT NOT LIMITED TO, THOSE THAT MAY AFFECT THE ABILITY TO UNDERTAKE, THE TIMING OR THE COSTS OF CERTAIN PROJECTS. ANY FORECAST IS SUBJECT TO SUCH UNCERTAINTIES. THEREFORE, THERE ARE LIKELY TO BE DIFFERENCES BETWEEN FORECASTS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL. OTHER THAN THE CUSTOMARY FINANCIAL REPORTING ACTIVITIES OF THE COUNTY AND THE AVIATION DEPARTMENT OR REPORTING ACTIVITIES NECESSARY TO COMPLY WITH LEGAL OR CONTRACTUAL REQUIREMENTS, NEITHER THE COUNTY NOR THE AVIATION DEPARTMENT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN (i) THE EXPECTATIONS OF THE COUNTY OR THE AVIATION DEPARTMENT CHANGE, OR (ii) THE EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH FORWARD-LOOKING STATEMENTS ARE BASED ACTUALLY OCCUR OR FAIL TO OCCUR.

OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE BOND INSURER CONTAINED IN "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS" AND "APPENDIX G – SPECIMEN BOND INSURANCE POLICY" HEREIN, NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE BOND INSURER AND THE BOND INSURER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (1) THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; (2) THE VALIDITY OF THE SERIES 2012 BONDS; OR (3) THE TAX-EXEMPT STATUS OF THE INTEREST ON ANY SERIES 2012 BONDS.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN THE FORM DEEMED FINAL BY THE COUNTY FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1).

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OFFICIAL STATEMENT

relating to

MIAMI-DADE COUNTY, FLORIDA
Miami International Airport

$_____* MIAMI-DADE COUNTY, FLORIDA Aviation Revenue Refunding Bonds Series 2012A (AMT)

$_____* MIAMI-DADE COUNTY, FLORIDA Aviation Revenue Refunding Bonds Series 2012B (NON-AMT)

INTRODUCTORY STATEMENT

This Official Statement of Miami-Dade County, Florida (the "County"), which includes the cover page, the inside cover page and the Appendices, furnishes information in regard to the Port Authority Properties ("Port Authority Properties") and other assets owned by the County and operated by the Miami-Dade County Aviation Department (the "Aviation Department") and other information in connection with the issuance and sale of the County's $_____* Aviation Revenue Refunding Bonds, Series 2012A (AMT) (the "Series 2012A Bonds") and $_____* Aviation Revenue Refunding Bonds, Series 2012B (NON-AMT) (the "Series 2012 Bonds" and together with the Series 2012A Bonds, the "Series 2012 Bonds").

The Series 2012 are being issued pursuant to (1) Chapters 125 and 166, Florida Statutes, as amended (collectively, the "Act"), (2) the Amended and Restated Trust Agreement dated as of December 15, 2002 (the "Trust Agreement") by and among the County, The Bank of New York Mellon (successor in interest to JPMorgan Chase Bank), as trustee (the "Trustee"), and U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as co-trustee (the "Co-Trustee"), and (3) Resolution No. R-___-12 (the "Series 2012 Resolution") adopted by the Board of County Commissioners of Miami-Dade County, Florida (the "Board") on _____, 2012 approving the issuance of the Series 2012 Bonds. See "AUTHORIZATION FOR THE SERIES 2012 BONDS" and "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."

The Series 2012 Bonds are being issued to refund certain Outstanding aviation revenue bonds of the County. See "PLAN OF REFUNDING." The Series 2012A Bonds are being issued for the purposes of (a) currently refunding and redeeming (i) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 1998A (AMT) (the "Series 1998A Bonds"), maturing on October 1 in the years ___ through 2024, inclusive, which Series 1998A Bonds are currently outstanding in the aggregate principal amount of $85,675,000; (ii) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 1998C (AMT) (the "Series 1998C Bonds"), maturing on October 1 in the years ___ through 2028, inclusive, which Series 1998C Bonds are currently outstanding in the aggregate principal amount of $130,715,000; (iii) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 2000A (AMT) (the "Series 2000A Bonds"), maturing on October 1 in the years ___ through 2029, inclusive, which Series 2000A Bonds are currently outstanding in the aggregate principal amount of $73,235,000; (iv) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 2002 (AMT) (the "Series 2002 Bonds"), maturing on October 1 in the years ___ through 2032, inclusive, which Series 2002 Bonds are currently outstanding in the aggregate principal amount of $288,320,000; and (v) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 2002A (AMT) (the "Series 2002A Bonds"), maturing on October 1 in the years ___ through 2036, inclusive, which Series 2002A Bonds are currently outstanding in the aggregate principal amount of $179,220,000 (such Series 1998A Bonds, Series 1998C Bonds, Series 2000A Bonds, Series 2002 Bonds and Series 2002A Bonds to be refunded are referred to herein collectively as the "Series 2012A Refunded Bonds") (*See*, "PLAN OF

* Preliminary, subject to change.

REFUNDING"); (b) making a deposit to the Reserve Account, including the deposit of a Reserve Facility or Facilities (as such terms are defined herein), if any; and (c) paying certain costs of issuance, [including the premiums for any Credit Facility and/or Reserve Facility (as such terms are defined herein), if any,] relating to the Series 2012A Bonds. The Series 2012B Bonds are being issued for the purposes of (a) refunding and redeeming (i) all or a portion of the outstanding Dade County, Florida Aviation Revenue Bonds, Series 1997C (NON-AMT) (the "Series 1997C Bonds"), maturing on October 1 in the years ___ through 2027, inclusive, which Series 1997C Bonds are currently outstanding in the aggregate principal amount of $63,170,000; and (ii) all or a portion of the outstanding Miami-Dade County, Florida Aviation Revenue Bonds, Series 2000B (NON-AMT) (the "Series 2000B Bonds"), maturing on October 1 in the years ___ through 2029, inclusive, which Series 2000B Bonds are currently outstanding in the aggregate principal amount of $57,950,000 (such Series 1997C Bonds and Series 2000B Bonds to be refunded are referred to herein collectively as the "Series 2012B Refunded Bonds") (*See*, "PLAN OF REFUNDING"); (b) making a deposit to the Reserve Account, including the deposit of a Reserve Facility or Facilities, if any; and (c) paying certain costs of issuance, [including the premiums for any Credit Facility and/or Reserve Facility, if any,] relating to the Series 2012B Bonds.

The Series 2012 Bonds are payable from and are secured by a pledge of Net Revenues (as defined in this Official Statement) of the Port Authority Properties. See "SECURITY FOR THE SERIES 2012 BONDS – Pledge of Net Revenues." The major components of the Port Authority Properties are (1) the terminals, grounds, runways and taxiways of (a) the Miami International Airport (the "Airport" or "MIA"), (b) three general aviation airports (Opa-locka Executive Airport, Homestead General Aviation Airport and Kendall Tamiami Executive Airport), (c) one flight training airport (Dade-Collier Training and Transition Airport), and (d) one decommissioned airport (Opa-locka West Airport), and (2) all improvements of, or other projects at, the County's airports designated as Port Authority Properties pursuant to the Trust Agreement.

[Concurrently with the issuance of the Series 2012 Bonds, Assured Guaranty Municipal Corp. ("AGM" or the "Bond Insurer") will issue its municipal bond insurance policy (the "Bond Insurance Policy") guaranteeing the scheduled payment of principal and interest on certain of the Series 2012 Bonds (collectively, the "Insured Series 2012 Bonds"). The form of the Bond Insurance Policy is set forth as Appendix G. The Insured Series 2012 Bonds are identified as such on the inside cover of this Official Statement. Investors should note that certain of the Insured Series 2012 Bonds have maturity dates identical to those of (1) certain Series 2012 Bonds that are not insured and (2) other Insured Series 2012 Bonds. CUSIP numbers provide specific identification of the Insured Series 2012 Bonds and their interest rates. **The Bond Insurance Policy does not insure payment of any Series 2012 Bonds other than the Insured Series 2012 Bonds.** *See* "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS."]

The Airport is located approximately seven miles west of the downtown area of the City of Miami and includes approximately 3,300 acres and approximately 184 buildings. As of June 30, 2012, the Airport provided approximately 400 departing non-stop daily flights to nearly 150 cities worldwide. In addition, the Airport provides service to virtually every capital and secondary city/business center in the Latin American/Caribbean region and to many major business centers in Europe. For the 12 month period ended June 30, 2012, a total of 39,598,213 passengers traveled through the Airport. American Airlines is the predominant carrier at the Airport. Including the operation of its affiliate, American Eagle, American Airlines accounted for approximately 68% of the enplaned passengers at the Airport during the 12 month periods ended June 30, 2011 and June 30, 2012, respectively. See "CERTAIN INVESTMENT CONSIDERATIONS – Airline Economic Considerations – *American Airlines* – AMR Bankruptcy" and "CONTINUING DISCLOSURE – Obligated Persons" and "– Airline Disclosure." The entire airport system operated by the County is referred to herein as the "Airport System." See "AIRPORT SYSTEM FACILITIES."

While the Net Revenues of all Port Authority Properties are pledged under the Trust Agreement, the Airport generates the majority of the Net Revenues that secure the Bonds (as defined below). Under the Trust Agreement, the proceeds of Passenger Facilities Charges ("PFCs") do not constitute Revenues and currently are not pledged to the payment of any Bonds. The County, however, has previously utilized certain revenues derived from PFCs to make payments on the Bonds and may, in its discretion, elect to do so in the future. See "SECURITY FOR THE SERIES 2012 BONDS – Pledge of Net Revenues," " – Rate Covenant" and " – Airline Use Agreement," "CERTAIN INVESTMENT CONSIDERATIONS – PFC Collections" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."

Reference herein to "Port Authority Properties" shall mean the Port Authority Properties as the same exist unless otherwise indicated. Port Authority Properties do not include any facilities or improvements at the County's airports financed by obligations not issued under the Trust Agreement or not otherwise designated as Port Authority Properties under the Trust Agreement.

The Series 2012 Bonds are being issued on a parity with the $5,987,430,000 aggregate principal amount of aviation revenue bonds currently Outstanding, as defined in the Trust Agreement, as to the pledge of, lien on and source of payment from Net Revenues. Subject to certain conditions, the County may issue Additional Bonds and Refunding Bonds (as such terms are defined below) under the Trust Agreement on a parity with the Outstanding Bonds and the Series 2012 Bonds. See "SECURITY FOR THE SERIES 2012 BONDS – Issuance of Additional Bonds" and "– Issuance of Refunding Bonds." The Series 2012 Bonds, the Outstanding Bonds and any Additional Bonds and Refunding Bonds hereafter issued on a parity with such bonds are collectively referred to in this Official Statement as the "Bonds." See "AVIATION RELATED DEBT – Outstanding Bonds Under the Trust Agreement," "AVIATION DEPARTMENT FINANCIAL INFORMATION" and "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."

This Official Statement contains descriptions of, among other matters, the Series 2012 Bonds, the Trust Agreement, the Aviation Department, the Airport, its facilities and operations and the capital improvement program ("CIP") of the Aviation Department. Such descriptions do not purport to be comprehensive or definitive. Certain information in this Official Statement has been provided by The Depository Trust Company ("DTC") and the Bond Insurer. The County has not provided information in this Official Statement with respect to DTC, and the County does not certify as to the accuracy or sufficiency of the disclosure policies of or content provided by DTC, and is not responsible for the information provided by DTC. In addition, the County has not provided or verified information in this Official Statement with respect to the Bond Insurer, which was provided by the Bond Insurer. All references in this Official Statement to the Trust Agreement and related documents are qualified in their entirety by reference to such documents, and references in this Official Statement to the Series 2012 Bonds are qualified in their entirety by reference to the form of the Series 2012 Bonds included in the Trust Agreement.

The Report of the Traffic Engineers is included as APPENDIX A. Audited financial statements of the Aviation Department for the fiscal years ended September 30, 2011 and September 30, 2010 are included as APPENDIX B. A summary of certain provisions of the Trust Agreement is included as APPENDIX C. A summary of certain provisions of the Airline Use Agreement is included as APPENDIX D. The opinions in substantially final form to be delivered by Hogan Lovells US LLP and the Law Offices of Steve E. Bullock, P.A., Bond Counsel, are included as APPENDIX E. The opinions in substantially final form to be delivered by Edwards Wildman Palmer LLP and Rasco Klock Reininger Perez Esquenazi Vigil & Nieto, Disclosure Counsel, are included as APPENDIX F.

All capitalized terms not otherwise defined in this Official Statement shall have the meanings ascribed to them in the Trust Agreement. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT" for definitions of certain of those terms.

AUTHORIZATION FOR THE SERIES 2012 BONDS

Pursuant to the Act, the County is authorized to construct, acquire, establish, improve, extend, enlarge, reconstruct, equip, maintain, repair and operate, within or outside the territorial boundaries of the County, projects, including, but not limited to, airport facilities of all kinds, including all properties, rights, easements and franchises relating to such airport facilities. The Airport, three general aviation airports, one flight training airport, one decommissioned airport, and airport-related properties and improvements constituting Port Authority Properties are operated by the County through the Aviation Department. Title to the Port Authority Properties is vested in the County.

The Act authorizes the issuance of aviation revenue bonds to mature not later than forty years from their date of issuance for any of the purposes set forth in the Act. Such revenue bonds do not constitute a debt of the County, or a pledge of the faith and credit of the County, but are payable solely from Net Revenues of the Port Authority Properties.

The Series 2012 Bonds are being issued pursuant to the Act, the Trust Agreement, and the Series 2012 Resolution.

PLAN OF REFUNDING

The net proceeds of the Series 2012A Bonds will be applied, together with legally available funds of the Aviation Department, to refund the Series 2012A Refunded Bonds. Such funds will be applied to the purchase of direct obligations of the United States of America (the "Government Obligations"), the maturing principal of and interest on which when due, together with certain amounts remaining uninvested, will provide moneys sufficient to pay when due the principal of and interest on the Series 2012A Refunded Bonds upon the [maturity or] redemption thereof as described below.

The County will enter into an irrevocable Escrow Deposit Agreement with the Trustee relating to the refunding of the Series 2012A Refunded Bonds (the "Series 2012A Escrow Agreement"). The Government Obligations and uninvested moneys will be deposited in the escrow fund created under the Series 2012A Escrow Agreement. The Series 2012A Refunded Bonds will be irrevocably called for redemption on _____, 20__ on which date the proceeds of the Government Obligations and the uninvested moneys held under the Series 2012A Escrow Agreement relating to the Series 2012A Refunded Bonds will be applied to pay the principal of and interest due on the Series 2012A Refunded Bonds. [The Arbitrage Group, Inc., Buhl, Alabama], will verify the arithmetic accuracy of the mathematical computations of the adequacy of the maturing principal of and interest on the Government Obligations and the uninvested cash deposited to the escrow fund created under the Series 2012A Escrow Agreement to pay the Series 2012A Refunded Bonds upon the redemption thereof. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

The net proceeds of the Series 2012B Bonds will be applied, together with legally available funds of the Aviation Department, to refund the Series 2012B Refunded Bonds. Such funds will be applied to the purchase of Government Obligations, the maturing principal of and interest on which when due, together with certain amounts remaining uninvested, will provide moneys sufficient to pay when due the principal of and interest on the Series 2012B Refunded Bonds upon the [maturity or] redemption thereof as described below.

The County will enter into an irrevocable Escrow Deposit Agreement with the Trustee relating to the refunding of the Series 2012B Refunded Bonds (the "Series 2012B Escrow Agreement"). The Government Obligations and uninvested moneys will be deposited in the escrow fund created under the Series 2012B Escrow Agreement. The Series 2012B Refunded Bonds will be irrevocably called for redemption on _____, 20__ on which date the proceeds of the Government Obligations and the uninvested moneys held under the Series 2012B Escrow Agreement relating to the Series 2012B Refunded Bonds will be applied to pay the principal of and interest due on the Series 2012B Refunded Bonds. [The Arbitrage Group, Inc., Buhl, Alabama], will verify the arithmetic accuracy of the mathematical computations of the adequacy of the maturing principal of and interest on the Government Obligations and the uninvested cash deposited to the escrow fund created under the Series 2012B Escrow Agreement to pay the Series 2012B Refunded Bonds upon the redemption thereof. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds derived from the sale of the Series 2012 Bonds are expected to be applied as follows:

	Series 2012A Bonds	Series 2012B Bonds
SOURCES OF FUNDS:		
Aggregate Par Amount	$	$
Plus: Net Premium [/Original Issue Discount]		
Other Legally Available Funds[1]		
TOTAL SOURCES	$	$
USES OF FUNDS:		
Deposit to Escrow Fund under Series 2012A Escrow Agreement	$	$
Deposit to Escrow Fund under Series 2012B Escrow Agreement		
[Deposit to Reserve Account]		
Underwriters' Discount		
Costs of Issuance[2]		
TOTAL USES	$	$

(1) Represents amount held in funds and accounts under the Trust Agreement for the benefit of the Series 2012A Refunded Bonds and the Series 2012B Refunded Bonds.

(2) Includes fees of Bond Counsel, Disclosure Counsel, Financial Advisor and other costs of issuing the Series 2012 Bonds, [including the premium for the Bond Insurance Policy and the Reserve Facility.]

THE SERIES 2012 BONDS

General

The Series 2012 Bonds will be dated as of their date of delivery, will bear interest at such rates, will be payable at such times, and will mature on the dates and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Series 2012 Bonds will be payable on April 1 and October 1 of each year, commencing on April 1, 2013. The Series 2012 Bonds will be subject to optional and mandatory redemption as described in this Official Statement. The Series 2012 Bonds are being issued as fully registered bonds in denominations of $5,000 or any integral multiple of $5,000, and when issued will be initially registered in the name of Cede & Co., as nominee of DTC. Purchases of beneficial interests in the Series 2012 Bonds will be made in book-entry only form, without certificates. If the book-entry only system is discontinued, such beneficial interests are exchangeable for one or more fully registered bonds of like principal amount.

So long as any of the Series 2012 Bonds are in book-entry only form, the registered owner of the Series 2012 Bonds will be Cede & Co. for all purposes of the Trust Agreement and the principal of and interest on the Series 2012 Bonds will be payable as described under "THE SERIES 2012 BONDS – Book-Entry Only System" below.

Redemption

The Series 2012 Bonds are subject to optional and mandatory redemption prior to their stated maturity, as set forth below.

Optional Redemption for the Series 2012A Bonds

The Series 2012A Bonds maturing on or before October 1, 20__ shall not be subject to optional redemption prior to maturity. The Series 2012A Bonds maturing on or after October 1, 20__ may be redeemed prior to their respective maturities at the option of the County, upon at least 30 days' notice, either in whole or in part, from any monies that may be available for such purpose, on any date on or after October 1, 20__, at a redemption price equal to 100% of the principal amount of such Series 2012A Bonds or portion of such Series 2012A Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Optional Redemption for the Series 2012B Bonds

The Series 2012B Bonds maturing on or before October 1, 20__ shall not be subject to optional redemption prior to maturity. The Series 2012B Bonds maturing on or after October 1, 20__ may be redeemed prior to their respective maturities at the option of the County, upon at least 30 days' notice, either in whole or in part, from any monies that may be available for such purpose, on any date on or after October 1, 20__, at a redemption price equal to 100% of the principal amount of such Series 2012B Bonds or portion of such Series 2012B Bonds to be redeemed, plus accrued interest to the date of redemption, without premium.

Mandatory Redemption for the Series 2012A Bonds

The Series 2012A Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity at a redemption price equal to the principal amount of such Series 2012A Bonds, plus accrued interest, without premium, in the following principal amounts on October 1 of the years set forth below:

Year	Amount
	$
*	

* Payment at maturity

The Series 2012A Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity at a redemption price equal to the principal amount of such Series 2012A Bonds, plus accrued interest, without premium, in the following principal amounts on October 1 of the years set forth below:

Year	Amount
	$
*	

* Payment at maturity

Mandatory Redemption for the Series 2012B Bonds

The Series 2012B Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity at a redemption price equal to the principal amount of such Series 2012B Bonds, plus accrued interest, without premium, in the following principal amounts on October 1 of the years set forth below:

Year	Amount
	$
*	

* Payment at maturity

The Series 2012B Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity at a redemption price equal to the principal amount of such Series 2012B Bonds, plus accrued interest, without premium, in the following principal amounts on October 1 of the years set forth below:

Year	Amount
	$
*	

* Payment at maturity

Notice and Effect of Redemption

In the event of a partial redemption of the Series 2012 Bonds, the Series 2012 Bonds may be redeemed in any order of maturity determined by the County. If less than all of the Series 2012 Bonds of any one maturity shall be called for redemption, the particular Series 2012 Bonds to be redeemed shall be selected by lot by the Trustee by such method as it shall deem fair and appropriate. However, so long as the Series 2012 Bonds are fully registered in book-entry form and registered in the name of Cede & Co. (DTC's partnership nominee), the provisions for selecting Series 2012 Bonds for redemption may be altered in order to conform to the requirements of DTC.

Notice of the proposed redemption of any Series 2012 Bonds shall be mailed, postage prepaid, to Cede & Co., as nominee of DTC, as registered owner of the Series 2012 Bonds, or, if DTC is no longer the registered owner of the Series 2012 Bonds, to the then registered owners of the Series 2012 Bonds, as applicable, which notice shall be mailed at least 30 days prior to the date fixed for redemption (the "Redemption Date").

The Series 2012 Resolution states that, in the case of an optional redemption, the notice of redemption may state that (i) it is conditioned upon the deposit of monies, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the Redemption Date, or (ii) the County retains the right to rescind such notice on or prior to the scheduled Redemption Date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such monies are not so deposited or if the notice is rescinded as described in this paragraph. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the Redemption Date if the County delivers a written direction to the Trustee directing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected holders of Series 2012 Bonds. Any Series 2012 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the County to make such funds available shall constitute an Event of Default. The Trustee shall give immediate notice to the securities information repositories and the affected holders of Series 2012 Bonds that the redemption did not occur and that the Series 2012 Bonds called for redemption and not so paid remain Outstanding.

No interest shall accrue after the Redemption Date of any Series 2012 Bonds if notice has been duly given as provided in the Trust Agreement and payment for such Series 2012 Bonds has been duly provided, and in such event, the Series 2012 Bonds (or portion of such Series 2012 Bonds) called for redemption will no longer be protected by the lien of the Trust Agreement, but shall be secured solely by the monies held for the redemption payment of such Series 2012 Bonds. The failure to mail a notice of redemption as required in the Trust Agreement shall not affect the validity of the proceedings for such redemption.

Acceleration Upon Default

All principal of and accrued interest on the Series 2012 Bonds may become immediately due and payable, without premium, upon an Event of Default under the Trust Agreement if the Trustee (1) exercises its option to so declare or (2) is directed to so declare by the holders of at least 20% in aggregate principal amount of all Outstanding Bonds under the Trust Agreement, or after none of the Bonds issued prior to December 15, 2002 are Outstanding, by the holders of not less than a majority, in principal amount of the Outstanding Bonds. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT – Remedies of Bondholders."

Book-Entry Only System

The following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2012 Bonds, payment of interest and principal on the Series 2012 Bonds to Participants or Beneficial Owners of the Series 2012 Bonds, confirmation and transfer of beneficial ownership interest in the Series 2012 Bonds and other related transactions by and between DTC, the Participants and the Beneficial Owners of the Series 2012 Bonds is based solely on information furnished by DTC on its website for inclusion in this Official Statement. Accordingly, neither the County nor the Underwriters can make any representation concerning these matters or take any responsibility for the accuracy or completeness of such information.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2012 Bonds. The Series 2012 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 each series of the Series 2012 Bonds, each in the aggregate principal amount of such maturity to be issued, as set forth on the inside cover page of this Official Statement, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct

Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2012 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2012 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2012 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 the Series 2012 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 Series 2012 Bonds, except in the event that use of the book-entry system for the Series 2012 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2012 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2012 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2012 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2012 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 the Series 2012 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2012 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of the Series 2012 Bonds may wish to ascertain that the nominee holding the Series 2012 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2012 Bonds within a particular maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2012 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2012 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, principal and interest payments on the Series 2012 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 County or the

Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC. Neither the County nor the Underwriters take any responsibility for the accuracy or completeness of such information.

NEITHER THE COUNTY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DTC PARTICIPANT OR TO THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2012 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 SERIES 2012 BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF SERIES 2012 BONDS UNDER THE TRUST AGREEMENT, THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2012 BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2012 BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT TO THE HOLDERS OF SERIES 2012 BONDS OR REGISTERED OWNERS OF THE SERIES 2012 BONDS SHALL MEAN CEDE & CO., AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2012 BONDS.

Discontinuance of Book-Entry Only System

In the event the County determines that it is in the best interest of the Beneficial Owners to obtain Series 2012 Bond certificates, the County may notify DTC and the Trustee, whereupon DTC will notify the DTC Participants, of the availability through DTC of Series 2012 Bond certificates. In such event, the County shall prepare and execute, and the Trustee shall authenticate, transfer and exchange, Series 2012 Bond certificates as requested by DTC in appropriate amounts and within the guidelines set forth in the Series 2012 Resolution. DTC may also determine to discontinue providing its services with respect to the Series 2012 Bonds at any time by giving written notice to the County and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the County and the Trustee shall be obligated to deliver Series 2012 Bond certificates as described herein. In the event Series 2012 Bond certificates are issued, the provisions of the Trust Agreement and the Series 2012 Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the Trustee to do so, the County will direct the Trustee to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2012 Bonds to any DTC Participant having Series 2012 Bonds credited to its DTC account; or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2012 Bonds.

SECURITY FOR THE SERIES 2012 BONDS

Pledge of Net Revenues

The Series 2012 Bonds and all other Bonds and the interest on the Series 2012 Bonds and all other Bonds are payable solely from and are secured by a pledge of the Net Revenues of the Port Authority Properties. The security for the Series 2012 Bonds and all other Bonds does not include any mortgage or lien or any security interest in any of the Port Authority Properties.

"Net Revenues" are defined in the Trust Agreement as the amount of the excess of the Revenues of the Port Authority Properties over the total of the Current Expenses of the Port Authority Properties. "Revenues" are defined in the Trust Agreement as all monies received or earned by the County for the use of, and for the services and facilities furnished by, the Port Authority Properties and all other income derived by the County from the operation or ownership of said Port Authority Properties, including any ground rentals for land on which buildings or structures may be constructed, whether such buildings or structures shall be financed by Bonds issued under the provisions of the Trust Agreement or otherwise, and Hedge Receipts. "Revenues" do not, however, include any monies received as a grant or gift from the United States of America or the State of Florida (the "State") or any department or agency of either of them or any monies received from the sale of property. "Current Expenses" are defined in part as the County's reasonable and necessary current expenses of maintenance, repair and operation of the Port Authority Properties and shall include, without limiting the generality thereof, amounts payable to any bank or other financial institution for the issuance of a Credit Facility, Liquidity Facility or Reserve Facility, but shall not include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, or any Hedge Obligations or Hedge Charges. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."

For purposes of the Trust Agreement, unless otherwise provided by resolution of the Board, the proceeds of Passenger Facilities Charges or "PFCs" are excluded from the definition of Revenues and therefore are not included in Net Revenues and are not pledged to the payment of the Bonds. The Board has not provided by resolution for the PFCs to be part of Revenues. The County, however, has previously utilized a portion of the PFCs to pay debt service on the Bonds and may, in its discretion, elect to do so in the future. See "—Rate Covenant" under this caption.

In addition, the amounts held under the Trust Agreement in the Construction Fund, the Revenue Fund, the Sinking Fund (including the Bond Service Account, the Reserve Account and the Redemption Account), the Reserve Maintenance Fund and the Improvement Fund are pledged to secure holders of the Bonds, subject to certain limitations provided in the Trust Agreement.

THE SERIES 2012 BONDS WILL BE SPECIAL, LIMITED OBLIGATIONS OF THE COUNTY PAYABLE SOLELY FROM A PLEDGE OF NET REVENUES DERIVED FROM THE PORT AUTHORITY PROPERTIES, INCLUDING THE OPERATION OF THE AIRPORT AND CERTAIN OTHER MONIES. THE SERIES 2012 BONDS WILL BE SECURED ON A PARITY BASIS WITH THE COUNTY'S OUTSTANDING BONDS UNDER THE TRUST AGREEMENT. NEITHER THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR THE COUNTY NOR THE FAITH AND CREDIT OF ANY AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR THE COUNTY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2012 BONDS. THE ISSUANCE OF THE SERIES 2012 BONDS SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF FLORIDA OR THE COUNTY OR ANY AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR THE COUNTY TO LEVY ANY TAXES FOR THE SERIES 2012 BONDS OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE NET REVENUES AND CERTAIN OTHER MONIES PLEDGED TO THE PAYMENT OF THE SERIES 2012 BONDS UNDER THE TRUST AGREEMENT.

Rate Covenant

The County has covenanted in the Trust Agreement that it will at all times fix, charge and collect rates and charges for the use of and for the services and facilities furnished by the Port Authority Properties, and that from time to time, and as often as it shall appear necessary, it will revise such rates and charges as may be necessary or proper, in order that the Revenues will at all times be sufficient (the "Rate Covenant" or the "Rate Covenant Requirement"):

(i) to provide funds for the payment of Current Expenses;

(ii) to provide for making the deposits to the Reserve Maintenance Fund of the amounts recommended by the Consulting Engineers under the Trust Agreement; and

(iii) to provide for (a) making deposits to the Sinking Fund (other than the Reserve Account) in each 12-month period ending September 30th (each, a "Fiscal Year") of an amount not less than 120% of the Principal and Interest Requirements for such Fiscal Year on account of the Bonds of each Series then Outstanding and (b) making deposits required to be made during such Fiscal Year into the Reserve Account and/or payments required to be made during such Fiscal Year to providers of Reserve Facilities in connection with draws under such facilities.

Consistent with the terms of the Airline Use Agreement, as described below, the County includes a portion of the monies remaining in the Improvement Fund at the end of each Fiscal Year as "Revenues" in the following Fiscal Year for the purposes of satisfying the Rate Covenant Requirement. This inclusion may affect the actual amount that the County must collect in Revenues in any given year to comply with the rate covenant as well as the charges to be set and collected under the Airline Use Agreement.

The County also has the ability to deposit funds from non-Revenue sources (e.g., PFCs) directly into the Bond Service Account and the Redemption Account to reduce the Principal and Interest Requirements (i.e., the dollar amount that the Rate Covenant requires to be covered each year with the 20% coverage factor). In the past, the County has deposited substantial amounts derived from PFCs into the Bond Service Account and may choose to do so in the future to the extent of debt service attributable to eligible projects that may be paid for with PFCs. Such deposits effectively reduce the total amount of Revenues that must be collected each year to comply with the Rate Covenant, since they reduce the dollar amount of Principal and Interest Requirements. Accordingly, if the amount of PFCs deposited into the Bond Service Account is substantially reduced in the future, coverage would be adversely affected unless the County collected additional Revenues sufficient to cover the amount of the reduction plus the coverage factor. During the forecast period, the Traffic Engineers have assumed, based on input from the Aviation Department, that the County will continue to deposit PFCs into the Bond Service Account at substantial levels. See "FUNDING SOURCES FOR THE CIP – Passenger Facility Charges" and "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS." **[ADD FURTHER DISCUSSION REGARDING PFC's NOT CONSIDERED REVENUES & HISTORICAL USE]**

The Trust Agreement provides that the County may enter into new leases or other agreements or contracts for the use of services or facilities of the Port Authority Properties on such terms and for such periods of time as the County shall determine to be proper, provided that the rents, fees and charges applicable thereto shall not be less than those prevailing for similar services or facilities on the date of execution of the Trust Agreement, unless approved by the Traffic Engineers.

The County has also covenanted in the Trust Agreement that any leases or other agreements entered into after November 1, 1985 for the use of any services or facilities of the Port Authority Properties shall contain a provision (the "rental adjustment provision") to the effect that if a court of competent jurisdiction shall determine that any of the rentals, fees or other charges (the "rental charges") imposed by the County under such leases or agreements, or under leases or other agreements for the use of similar services or facilities of the Port Authority Properties, are unjustly discriminatory, the County shall have the right to increase or otherwise adjust the rental charges imposed by any leases or other agreements containing the rental adjustment provision in such manner as the County shall determine is necessary and fair so that such rental charges shall not thereafter be unjustly discriminatory, nor shall any such rental adjustment diminish rental income to such an extent as to prevent the County from meeting its covenants under the Trust Agreement or from adhering to its representations made in any official statement distributed in connection with any Bonds issued under the Trust Agreement after November 1, 1985. Any such rental adjustment provision may also provide that in the event of a substantial upward adjustment in the rental charges pursuant to said provision, the lessee or other user of such services or facilities shall have the right to terminate such lease or other agreement by 60 days' written notice given to the County within one year of the effective date of such upward adjustment.

See "– Funds and Flow of Funds" under this caption for a description of the priority of monthly deposits to the Sinking Fund and the Reserve Maintenance Fund.

Airline Use Agreement

General

The current Airline Use Agreement (the "AUA") became effective May 1, 2002. As of June 30, 2012, 87 airlines had executed the AUA and are referred to in this Official Statement as the "Signatory Airlines." Sixty-one (61) Signatory Airlines operated at MIA as of June 30, 2012, and the remaining Signatory Airlines were charter, seasonal, scheduled international and scheduled domestic airlines that did not operate at MIA as of June 30, 2012.

The AUA sets forth each Signatory Airline's obligations to the County for its operations at the Airport. The AUA extends to April 30, 2017; however, the Signatory Airlines have agreed to pay landing fees ("Landing Fees") and other charges at the levels required under the AUA, including specifically those required to meet the Rate Covenant Requirement under the Trust Agreement or any successor financing document, after April 30, 2017 for so long as Signatory Airlines operate at the Airport or any other airport in the Airport System. In addition, each Signatory Airline consents to the Airport System residual methodology for calculation of Landing Fees, and a cost-based, equalized rate setting methodology for calculating rents and user fees for the use of facilities, equipment and services at the Airport's terminal building (the "Terminal Building"). See "– Landing Fees" and "– Terminal Rents and User Fees" under this caption.

Under the AUA, the County has agreed to work closely with the Signatory Airlines to review the approved capital projects for the Airport System through the Miami Airport Affairs Committee (the "MAAC"). So long as it provides service at the Airport System and is in good standing under the AUA, each of the following airlines is a permanent member of the MAAC: American Airlines, Air Canada, Delta Air Lines, United Airlines and US Airways. In addition, the MAAC includes at least one European passenger airline, one Caribbean/Latin American passenger airline, one cargo airline and one regional airline. Additional representatives for the MAAC are selected from Signatory Airlines constituting the top 25 airlines by landed weight at the Airport, and any Signatory Airline among the top 10 airlines on the Aviation Department's landed weight list for the prior year is entitled to membership on the MAAC for the succeeding fiscal year if such Signatory Airline so requests. Any otherwise eligible airline may request permission of the MAAC to join the MAAC, and such request is entitled to the due consideration of the MAAC. Under the AUA, the MAAC is required to have at least 11 Signatory Airline representatives but not more than 21. A majority-in-interest of Signatory Airlines on the MAAC (the "MIIs") represent the airlines' interests at the Airport and make decisions required by the AUA on behalf of all Signatory Airlines. The selection process for the MIIs is described in "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT." Under the AUA, the MIIs have varying levels of review and approval or disapproval authority over certain capital improvement projects, which increases as the projection of airline costs per enplaned passengers approaches and then exceeds $35 (expressed in 1998 dollars). The forecasted passenger airlines' costs per enplaned passenger in the Traffic Engineers' Report during the forecast period are lower than $[ ] (expressed in 1998 dollars, using an assumed discount rate of 3% for future years). See "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS." The review and approval or disapproval process is described in "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT."

The AUA creates the Aviation Capital Account and its two sub-accounts, the Retainage Sub-Account and the Performance Sub-Account. The AUA provides that the Retainage Sub-Account is to be funded annually up to $5,000,000 from monies in the Improvement Fund subject to a maximum cumulative balance of $15,000,000 (expressed in 2001 dollars). Both of these amounts are subject to adjustment annually up or down by the percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Miami-Fort Lauderdale combined metropolitan service area. The Performance Sub-Account may be funded annually from monies in the Improvement Fund in an amount equal to 50% of the Revenues that exceed breakeven costs of the Cargo and Commercial Aviation Support Facilities (as defined in the AUA). There is no cap on the annual deposit to, or the balance in, the Performance Sub-Account.

At June 30, 2012, the estimated balance in the Retainage Sub-Account was $19.5 million and the balance in the Performance Sub-Account was $2.0 million. Currently, these two sub-accounts in the Aviation Capital Account are held in the Improvement Fund and are subject to a lien in favor of holders of the Bonds. However, the Aviation Department has the option of maintaining these accounts outside of the Improvement Fund, and in such case, such

monies will not be subject to a lien in favor of holders of the Bonds. The Aviation Department may use the monies in the Retainage Sub-Account and the Performance Sub-Account for any lawful aviation-related purposes. For instance, the monies in the Retainage Sub-Account have provided the source of payment for the Florida Department of Transportation State Infrastructure Bank loan as further described under "AVIATION RELATED DEBT – Other Airport Related Debt."

The airlines, through the MAAC and the Aviation Department, recently negotiated a Restated Airline Use Agreement (the "Restated AUA") that updates the AUA to reflect current conditions. The changes include: a tiered insurance provision allowing airlines operating smaller passenger and cargo aircraft to provide lower levels of insurance; a reduction in the security deposit requirement for payment of landing and aviation fees from the previous three month in estimated charges to two months in estimated charges; a clarification of the conditions under which airlines will receive relief from having to pay interest on delayed payments; a clarification of the Common Use Terminal Equipment (CUTE) Pricing Policy; and an amendment that allows further amendments to the Restated AUA upon concurrence of only 75% by number and landed weight of MAAC members rather than the current unanimous approval requirement. The Restated AUA is effective as of its execution date by an airline, and the expiration date of April 30, 2017 continues to apply. If 100% of the required MAAC members do not approve the changes in the Restated AUA, the Restated AUA makes it clear that the prior AUA remains in full force and effect.

Landing Fees

The AUA provides that the County will establish a landing fee rate (the "Landing Fee Rate") under a residual methodology as described in "APPENDIX E – SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT." Based upon the proposed annual budget for Port Authority Properties, the Aviation Department calculates the Landing Fee Rate to be effective each October 1st on the basis of estimated total landed weight for the annual period. Prior to the adoption of the budget by the Board, the Aviation Department meets with the MAAC to review the proposed budget and the calculation of the Landing Fee Rate. The Landing Fee Rate may also be adjusted on April 1st of each year or at any other time to meet emergencies. The Landing Fee Rate is calculated so that the Net Revenues to be received by the County in each Fiscal Year, after deducting required deposits to the Reserve Maintenance Fund, will not be less than 120% of the maximum Principal and Interest Requirements for such Fiscal Year (or not less than whatever other applicable percentage amount may be established in the Trust Agreement or any other successor trust indenture entered into by the County) on account of Bonds Outstanding under the Trust Agreement and adjusted as may be necessary to meet the requirements and obligations on account of all other Airport System indebtedness (including any commercial paper, interest rate swap agreements, and subordinated bonds) payable from Revenues.

As set forth in the AUA, an airline is obligated to pay 100%, 105% or 150% of the Landing Fee Rate and certain aviation use fees (collectively, the "Aviation Activities Fees"), depending on the airline's compliance with the AUA and a separate Aviation User Credit Program ("AUCP"). An airline that both signs the AUA and complies with the AUCP is entitled to pay not more than 100% of the established Aviation Activities Fees, payable to the Aviation Department by the 10th day of the month following the month in which the Aviation Activities Fees are incurred. An airline that does not sign the AUA (each such airline, a "Non-Signatory Airline"), but is nevertheless permitted by the Aviation Department to participate in the AUCP, is required to timely pay 105% of such fees. Any airline, however, whether a Signatory or Non-Signatory Airline, that does not comply with the AUCP is required to pay 150% of Aviation Activities Fees each time it uses the Airport facilities. Copies of the AUA are available upon request from the Aviation Department, and a summary of certain provisions of the AUA is described in "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT."

Terminal Rents and User Fees

The Terminal Building includes space leased exclusively by airlines for uses such as ticket counters, offices, passenger lounges and VIP clubs, but the majority of the space within the Terminal Building constitutes common use space, including concourses and passenger hold rooms. An airline using either exclusive use space or common use space in the Terminal Building must pay rents and user fees calculated in accordance with the methodology established by resolution of the Board. Consistent with the methodology established under the current Board resolution, the Aviation Department uses a blended or equalized rate approach for determining terminal rents

and user fees. This means that each airline pays the same rate for a particular class of property regardless of its location within the Terminal Building. See "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS."

Airlines requiring exclusive use space in the Terminal Building have entered into separate Terminal Building Lease Agreements ("TBLAs") covering their rights and obligations regarding the use of such space.

Each TBLA grants the tenant the right to lease specifically identified space located within the Terminal Building on a month-to-month term, with either party having the right to cancel the lease for such specific space on 30 days' notice. The month-to-month lease term for specifically identified Terminal Building space permits the Airport and the airline tenant to have maximum flexibility by permitting the airline to increase or decrease or abandon its leased space area depending on the airline's operating requirements, and by allowing the Airport to relocate the airline to a different location if the Airport's needs require it. In effect, under the payment and cancellation terms of the TBLA in conjunction with the payment obligations under the AUA that are limited primarily to landing fees for use, an airline may discontinue its operations at the Airport and terminate its obligations under the TBLA upon limited notice without substantial financial penalty.

[Municipal Bond Insurance]

[The scheduled payment of principal of and interest when due on the Insured Series 2012 Bonds, which are the Series 2012 Bonds identified as such on the inside cover, will be guaranteed under the Bond Insurance Policy. *See* "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS."

The Bond Insurer shall be authorized, among other things, to provide (or withhold), in lieu of the registered owners of the Insured Series 2012 Bonds, any direction or consent required of the registered owners of the Insured Series 2012 Bonds.]

Reserve Account

The Trust Agreement provides for the maintenance of a common Reserve Account to secure payment of all Bonds Outstanding under the Trust Agreement and requires the County to make deposits to the Reserve Account until the amounts on deposit therein (including amounts available under any Reserve Facilities) equal one-half of the maximum annual Principal and Interest Requirements for any Fiscal Year thereafter on all Bonds then Outstanding (the "Reserve Account Requirement"). The Trust Agreement further provides that upon the delivery of Additional Bonds, the increase, if any, in the Reserve Account Requirement may be funded from proceeds of such Additional Bonds or from monthly deposits to the Reserve Account, which are required to be made in an amount equal to $1/60^{th}$ of the Reserve Account Requirement, until the Reserve Account Requirement is met. If the required deposit to the Reserve Account is being satisfied by the reinstatement of any amount drawn under a Reserve Facility, the Trust Agreement requires the County to pay to the provider thereof such amount as shall be required to cause the provider to reinstate no less than the required deposit for such month.

Notwithstanding the foregoing, in lieu or in satisfaction of any required deposit into the Reserve Account or in substitution for all or a portion of the amounts on deposit, the County may cause to be deposited into the Reserve Account a Reserve Facility for the benefit of the holders of the Bonds, provided that prior to the deposit of a Reserve Facility into the Reserve Account, the Board shall adopt a resolution fixing, or providing for the fixing of, all details with respect to such Reserve Facility and draws thereunder. Any such Reserve Facility shall be available to be drawn (upon the giving of notice as required thereunder) on any payment date on which a deficiency exists for payment of the Bonds, which deficiency is payable from the Reserve Account and which cannot be cured by monies in the Reserve Account or any other Fund or Account held pursuant to the Trust Agreement and available for such purpose. If any such Reserve Facility is substituted for monies on deposit in the Reserve Account, the excess monies in the Reserve Account shall be applied to satisfy any deficiency in any of the Funds and Accounts, and any remaining balance shall be deposited with the Trustee to the credit of the Improvement Fund. If a disbursement is made from a Reserve Facility, the County shall be obligated, in accordance with the provisions of the Trust Agreement, to either (i) reinstate such Reserve Facility, (ii) deposit monies in the Reserve Account, or (iii) undertake a combination of such alternatives. See " – Funds and Flow of Funds" below.

In the event the Reserve Account is at any time funded with more than one Reserve Facility, any required draw under such Reserve Facilities shall be made on a pro-rata basis; provided, however, that if at the time of such draw the Reserve Account is only partially funded with one or more Reserve Facilities, prior to drawing on such facilities, there shall first be applied any cash and securities on deposit in the Reserve Account and, if after such application a deficiency exists, the Trustee shall make up the deficiency by drawing on such facilities as provided in this paragraph. Amounts drawn or paid under a Reserve Facility shall be reimbursed to the provider in accordance with the terms and provisions of the reimbursement or other agreement governing such facility entered into between the County and such provider.

The Trust Agreement requires that any Reserve Facility must be with a provider rated on the date of deposit of such facility into the Reserve Account in one of the two highest rating categories (without regard to any gradations in such categories) of a nationally recognized rating agency (the "Threshold"). If, but only while any Bonds issued prior to December 15, 2002 are Outstanding under the Trust Agreement, the rating of the provider of any Reserve Facility previously provided falls below the Threshold with respect to each nationally recognized rating agency then maintaining a rating on such provider, the County shall either (i) replace such Reserve Facility with another Reserve Facility, (ii) deposit monies [(over a period of 60 months) [NEED TO CONFIRM THIS LANGUAGE]] in the Reserve Account in accordance with the Trust Agreement, or (iii) undertake a combination of such alternatives. See "Funds and Flow of Funds" below. Promptly upon obtaining actual knowledge of such reduction in ratings, the County is required, under the Trust Agreement, to notify the Trustee and the Co-Trustee of the occurrence of such event.

Prior to the issuance of the Series 2012 Bonds, the Reserve Account Requirement is $202,273,808. The actual amounts and the values of Reserve Facilities credited to the Reserve Account Requirement as of the date hereof are set forth in the table below:

Reserve Account Surety Policies
June 30, 2012

Provider	Expiration Date	Surety Amount	Value Credited to the Reserve Account Requirement
Assured Guaranty Municipal Corp.	10/1/2036	$15,126,564	$ 15,126,564
Financial Guaranty Insurance Corporation [(1)]	10/1/2035	7,156,087	0
MBIA Insurance Corporation [(1)]	10/1/2024	6,763,108	0
Financial Guaranty Insurance Corporation [(1)]	10/1/2037	6,897,438	0
[CIFG Assurance North America, Inc. [(1)]	10/1/2038	3,332,670	0]
Syncora Guarantee, Inc. [(1)]	10/1/2040	8,278,287	0
Assured Guaranty Corp.	10/1/2038	6,802,095	6,802,095
Assured Guaranty Municipal Corp.	10/1/2041	8,836,139	8,836,139
Total Value Credited to the Reserve Account Requirement [(1)]			$ 30,764,798
Cash and Investments as of June 30, 2012			173,799,391
Total - Cash and Value of Credited Sureties as of June 30, 2012			**$204,564,189**

(1) The value of the Reserve Facilities provided by Financial Guaranty Insurance Corporation, MBIA Insurance Corporation, CIFG Assurance North America, Inc. and Syncora Guarantee, Inc. has been excluded from the total value of the Reserve Facilities credited to the Reserve Account Requirement due to such providers' credit ratings falling below the required Threshold. As a result, the aggregate value credited from Reserve Facilities as of June 30, 2012, was $30,764,798.00, rather than the aggregate face amount of the Reserve Facilities, $63,192,387.80.

[Upon delivery of the Series 2012 Bonds, the Reserve Account Requirement for all Bonds Outstanding, including the Series 2012 Bonds, will be $_____. Upon deposit of $_____ from proceeds of the Series 2012 Bonds, the Reserve Account will contain $_____ in cash and investments and $_____ in Reserve Facilities.]

Monies on deposit to the credit of the Reserve Account shall, as nearly as may be practicable, be invested and reinvested by the Trustee, at the direction of the County, in Authorized Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than 15 years after the date of such investment.

Issuance of Additional Bonds

The County may issue aviation revenue bonds under the Trust Agreement, on a parity with Bonds Outstanding under the Trust Agreement, at any time or times for the purpose of, among other things, paying all or part of the cost of any additional Improvements or Projects or any portions thereof, including the payment of any notes or other obligations of the County or the repayment of any advances made from any source to temporarily finance such cost ("Additional Bonds"). Such Additional Bonds may not be issued unless, among other things:

(i) the proceeds (excluding accrued interest) of such Additional Bonds to be applied to the cost of the Improvements or Project or portions thereof to be financed in whole or in part by the issuance of such Additional Bonds, at the purchase price to be paid therefor, together with the other funds which have been or will be made available for such purpose as set forth in the certificate of the Aviation Director required by the Trust Agreement, shall be not less than the total cost of the Improvements or Project or portions thereof to be financed in whole or in part by the issuance of such Additional Bonds as estimated by the Consulting Engineers in the statement required by the Trust Agreement, and

(ii) either, (a) the percentage derived by dividing (1) the amount of Net Revenues (which may be adjusted as described in the Trust Agreement) for any period of 12 consecutive calendar months selected by the County out of the 18 calendar months immediately preceding the date of the certificate of the Aviation Director required by the Trust Agreement by (2) the largest amount of the Principal and Interest Requirements for any succeeding Fiscal Year on account of all Bonds previously issued under the Trust Agreement and then outstanding and the Additional Bonds then requested to be authenticated and delivered shall not be less than 120%, or (b) the percentage derived by dividing (1) the amount of annual Net Revenues in each of the five Fiscal Years immediately following the date of a statement of the Traffic Engineers estimating the annual Net Revenues for the applicable five Fiscal Years or, if interest on the Additional Bonds then requested to be authenticated and delivered is to be paid from proceeds of such Additional Bonds, in each of the five Fiscal Years immediately following the last date on which interest on such Additional Bonds is to be paid from proceeds of such Additional Bonds, by (2) the amount of Principal and Interest Requirements for each of such Fiscal Years, shall not be less than 120%, and

(iii) the amount to the credit of the Reserve Account in the Sinking Fund (including amounts available under any Reserve Facilities) shall be not less than the amount then required to be on deposit to the credit of the Reserve Account under the Trust Agreement.

The County may issue Additional Bonds under the Trust Agreement for completion of a Project being financed by a Series of Bonds without satisfying the above described financial test, if proceeds of such Series of Bonds issued for such Project are insufficient to complete such Project. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT – Issuance of Additional Bonds" for a more complete discussion of the issuance of Additional Bonds.

Issuance of Refunding Bonds

The County may issue aviation revenue bonds under the Trust Agreement payable on a parity with Bonds Outstanding under the Trust Agreement to refund all or a portion of the Bonds of any Series Outstanding under the Trust Agreement or certain other obligations (the "Refunding Bonds"). Conditions for the issuance of Refunding Bonds include, among others, a requirement that either (1) the total Principal and Interest Requirements for the Refunding Bonds during their term is less than the total Principal and Interest Requirements for the bonds to be refunded during their term; (2) the percentage derived by dividing (a) the Net Revenues for the relevant Computation Period by (b) the maximum amount of Principal and Interest Requirements for any succeeding Fiscal Year on account of all aviation revenue bonds theretofore issued under the provisions of the Trust Agreement and then Outstanding (other than refunded bonds) and the proposed Refunding Bonds, as set forth in a certificate of the

Aviation Director, approved by the Traffic Engineers as to (a) above to the extent of any adjustment to Net Revenues and approved by the Trustee as to item (b) above, shall not be less than 120%; or (3) the percentages derived by dividing (a) the estimated amount of annual Net Revenues in each of the five Fiscal Years immediately following delivery of the Refunding Bonds (such Net Revenues to be determined from the Revenues and Current Expenses as estimated by the Traffic Engineers in a statement signed by the Traffic Engineers) by (b) the amount of the Principal and Interest Requirements for each of such five Fiscal Years on account of all aviation revenue bonds theretofore issued under the provisions of the Trust Agreement and then Outstanding (other than the refunded bonds) and the proposed Refunding Bonds, as set forth in a certificate of the Aviation Director, shall not, in each such year, be less than 120%. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT– Issuance of Refunding Bonds" for a more complete discussion of the requirements for the issuance of Refunding Bonds.

The Series 2012 Bonds are being issued as Refunding Bonds under the Trust Agreement.

Funds and Flow of Funds

The Trust Agreement provides for the following funds and accounts:

(i) Construction Fund;

(ii) Revenue Fund;

(iii) Sinking Fund, including Bond Service Account, Reserve Account and Redemption Account;

(iv) Reserve Maintenance Fund; and

(v) Improvement Fund.

The amounts held in such Funds and Accounts are pledged to secure the holders of the Bonds.

The Trust Agreement provides for all Revenues to be collected by the County and deposited with the Co-Trustee to the credit of the Revenue Fund and to be held, invested and disbursed in accordance with the Trust Agreement.

Monies in the Revenue Fund are to be applied first to the payment of Current Expenses as the same become due and payable in accordance with the Annual Budget for each Fiscal Year, subject to covenants of the County in the Trust Agreement that such expenditures are incurred in maintaining, repairing and operating Port Authority Properties.

After paying such Current Expenses each month and after reserving in the Revenue Fund an amount not to exceed 20% of the Current Expenses for the current Fiscal Year as shown in the Annual Budget (it being noted that the County complies [with the provision by currently budgeting 16%] of its budgeted Current Expenses as an Operating Reserve), the Co-Trustee shall, on the 20th day of each month, cause the balance of monies in the Revenue Fund to be remitted to the Trustee and/or deposited to the credit of the following Accounts or Funds in the following order:

(i) to the credit of the Bond Service Account in the Sinking Fund held by the Trustee, an amount equal to 1/6th of the amount of the next interest payment on all Bonds Outstanding and (beginning with the twelfth month preceding the first maturity of any serial bond of a Series) an amount equal to 1/12th of the next maturing installment of principal of such serial bonds;

(ii) to the credit of the Redemption Account in the Sinking Fund held by the Trustee, an amount equal to 1/12th of the Amortization Requirement, if any, for such Fiscal Year for any term bonds then Outstanding, plus an amount equal to 1/12th of the premium, if any, which would be payable on the

redemption date with respect to such Amortization Requirement if such principal amount of bonds should be redeemed on such date from monies in the Sinking Fund;

(iii) to the credit of the Reserve Account in the Sinking Fund held by the Trustee, an amount equal to 1/60th of the Reserve Account Requirement until the Reserve Account Requirement (including amounts available under any Reserve Facilities) is met;

(iv) to the credit of the Reserve Maintenance Fund held by the Co-Trustee, the amount required during such Fiscal Year to equal the recommendation of Consulting Engineers in the report following inspection of the Port Authority Properties or such greater amount as directed by the Aviation Director, or by amendment to the Annual Budget, to pay for all or part of the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, the cost of replacing equipment and premiums on insurance required under the Trust Agreement; and

(v) to the credit of the Improvement Fund held by the Co-Trustee, the balance, if any, of monies in the Revenue Fund after the aforementioned required deposits to the Bond Service Account, the Redemption Account, the Reserve Account and the Reserve Maintenance Fund, unless the County by resolution directs the Trustee to deposit all or part of such balance from the Revenue Fund to the credit of the Redemption Account.

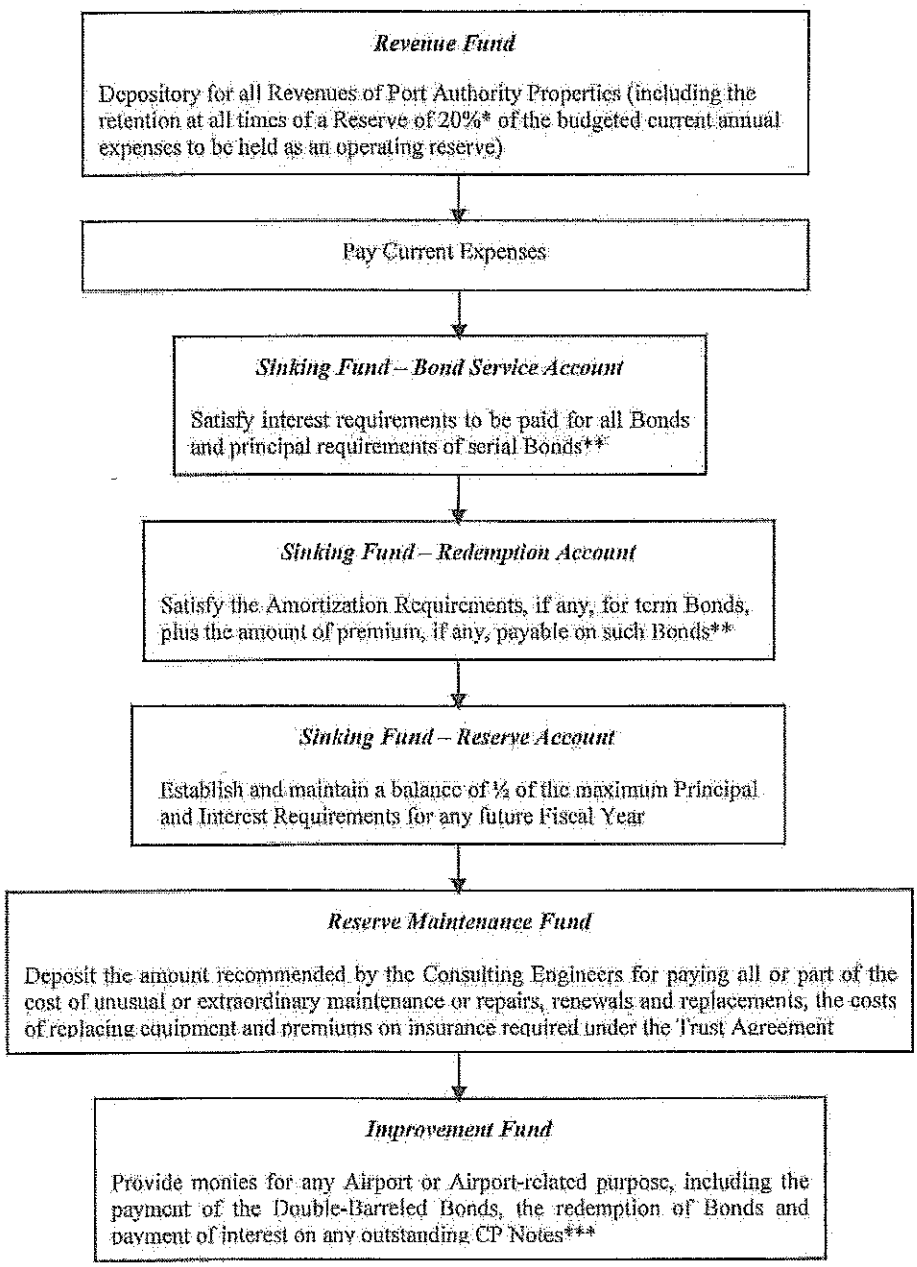
If the amount so deposited in any month to the credit of any Account mentioned in clauses (i), (ii), and (iii) above shall be less than the required amount, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of any such Fund or Account in each month thereafter until such time as such deficiency shall be made up. *See* "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT."

[Remainder of page intentionally left blank]

MONTHLY APPLICATION OF REVENUES UNDER THE TRUST AGREEMENT

PORT AUTHORITY PROPERTIES

The chart below summarizes the application of revenues under the Trust Agreement.



Note: * The Trust Agreement authorizes the Board to designate a lesser percentage by resolution. Currently, the Board budgets 16% of the budgeted current expenses as an operating reserve.
** Requirements payable from Revenues may be reduced to the extent such requirements are satisfied from other sources outside the Trust Agreement (*e.g.*, PFCs) set aside and deposited into the Bond Service Account or Redemption Account for such purpose.
*** Certain monies are transferred annually from the Improvement Fund to the Revenue Fund pursuant to the terms of the AUA. Such transferred deposits to the Revenue Fund are treated as Revenues under the Trust Agreement.

[BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS]

[The following information has been supplied by the Bond Insurer for inclusion in this Official Statement. Neither the County nor the Underwriters have verified the accuracy or completeness of the information. [TO BE PROVIDED]]

[RISK FACTORS AFFECTING BOND INSURANCE]

[In the event the Bond Insurer becomes obligated to make payments with respect to the Insured Series 2012 Bonds, no assurance is given that such event will not adversely affect the market price of the Insured Series 2012 Bonds or the marketability for the Insured Series 2012 Bonds.

The long-term ratings on the Insured Series 2012 Bonds are dependent in part on the financial strength of the Bond Insurer and its claim paying ability. The Bond Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Bond Insurer and of the ratings on the Insured Series 2012 Bonds will not be subject to downgrade and such event could adversely affect the market price of the Insured Series 2012 Bonds or the marketability for the Insured Series 2012 Bonds. *See* "RATINGS."

The obligations of the Bond Insurer are general obligations of the Bond Insurer and in an event of default by the Bond Insurer, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

Neither the County nor the Underwriters have made any independent investigation into the claims paying ability of the Bond Insurer, and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider both the ability of the County to pay principal and interest on the Insured Series 2012 Bonds and the claims paying ability of the Bond Insurer, particularly over the life of the investment. *See* "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS" for further information provided by the Bond Insurer and the Bond Insurance Policy, which includes further instructions for obtaining current financial information concerning the Bond Insurer.]

CERTAIN INVESTMENT CONSIDERATIONS

Payment of the Series 2012 Bonds is dependent on the collection of Net Revenues adequate to pay debt service on the Series 2012 Bonds and all other Outstanding Bonds. Net Revenues consist of all Revenues of the Port Authority Properties in excess of Current Expenses, all as defined in the Trust Agreement. Accordingly such payment depends primarily on the generation of Revenues by the Airport and other Port Authority Properties adequate to pay all Current Expenses of such properties plus the debt service on Outstanding Bonds. The generation and collection of such revenues is influenced by a wide range of factors affecting operations at the Airport, including the condition of the air transportation industry, security requirements affecting both the Airport and airlines, and local, national and international economic conditions. Certain of these factors are discussed below.

Factors Affecting Air Transportation Industry

General

The generation of Net Revenues is heavily dependent on the volume of the commercial flights, passengers and cargo at the Airport. Such volume reflects a wide range of factors including (1) local, national and international economic conditions, including international trade volume, (2) regulation of the airline industry, (3) passenger reaction to disruptions and delays arising from security concerns, (4) airline operating and capital expenses, including security, labor and fuel costs, (5) environmental regulations, (6) the capacity of the national air traffic control system and (7) currency values. The airline industry has faced and continues to face severe economic challenges, reflecting both increased costs and overall economic conditions. Results have included major airline financial losses and in some cases, bankruptcy. See "Airline Economic Considerations—*American Airlines and*

Recent Bankruptcy Filing," "—"*Airline Bankruptcies*" and "—*AMR Bankruptcy*" below. Increased costs and other factors arising from the September 11, 2001 terrorist attacks and related regulatory reaction are discussed separately below in "Security Requirements."

[The Report of the Traffic Engineers included as Appendix A takes into account certain of the factors affecting the air transportation system as set forth in such report. As noted therein, the degree and duration of such effects on individual traffic segments vary. See "REPORT OF THE TRAFFIC ENGINEERS" and "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS."]

Particular factors are discussed below.

Airline Economic Considerations

[TO BE UPDATED TO COMPORT WITH FEASIBILITY STUDY]

The financial strength and stability of airlines serving the Airport will affect future airline traffic. For the last two years, the U.S. airline industry has been profitable, following 10 years during which these carriers accumulated a combined $50 billion in losses. To mitigate those losses, U.S. carriers merged, reduced their route networks and flight schedules, and negotiated with employees, lessors and vendors to cut costs, mostly under Chapter 11 bankruptcy protection.

These measures have contributed to the recent return to industry profitability. The most recent mega-mergers have consisted of Delta and Northwest in 2008, Southwest and AirTran in 2010 and United and Continental in 2010. Largely as a result of these consolidations, U.S air carriers' overall domestic capacity, measured by available seat miles, declined 8.4% from 2007 to 2012.

In addition to consolidation by U.S. carriers, some Latin American carriers have also merged, including Avianca (Colombia) and Taca (Central America) in 2009 and LAN (Chile) and TAM (Brazil) in 2010. These four carriers, taken together, represented 5% of all enplaned passengers at the Airport in 2011.

The volatility in jet fuel prices, which track just above crude oil prices, has significantly affected airlines' operating costs over the last five years. The price of jet fuel peaked in the second quarter of 2008 to just below $180 per barrel and the current price (as of June 29, 2012) is $114 per barrel. Based on the past two years financial results, however, the US airline industry has been able to offset fuel cost increases through increased load factors, route reductions, delays in new aircraft deliveries, and consolidation.

[However, fuel costs are expected to continue to increase and the current economic downturn could continue,] which could force airlines to further retrench, seek bankruptcy protection, discontinue marginal operations, or liquidate. The restructuring, merging or liquidation of one or more of the large network airlines could drastically affect air service at many connection hub airports, offer business opportunities for the remaining airlines and change air travel patterns throughout the U.S. and the world aviation system. For additional discussion of the factors affecting both domestic and international traffic see "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS."

American Airlines and Recent Bankruptcy Filing

American Airlines is one of the largest international carriers in the world as measured in terms of enplaned passengers. American Airlines, American Eagle and the AmericanConnection carrier serve 250 cities in more than 40 countries and territories with, on average, more than 3,400 daily flights. The following information regarding American Airlines' financial results of operations, and those of its parent company, AMR Corporation ("AMR"), has been derived from AMR's filings with the SEC, including its Annual Report on Form 10-K for the year ended December 31, 2011, its Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 and June 30, 2011. See "CONTINUING DISCLOSURE - Airline Information."

By using the Airport as a major connecting international hub within its route system, American Airlines is the predominant carrier at the Airport. Including the operation of its affiliate, American Eagle, American Airlines accounted for approximately 67.88% and 68.39% of the enplaned passengers at the Airport during the 12 month periods ended June 30, 2012 and June 30, 2011, respectively. American and American Eagle collectively also accounted for approximately 35% and 39% of Revenues through fiscal year to date June 2012 and June 2011, respectively.

AMR, the parent company of American Airlines, reported a net loss of $1.9 billion for the six months ended June 30, 2012. *See* information regarding inspection of SEC Reports related to AMR and certain airlines under "*—Additional Information on Airlines*" below. Excluding reorganization costs of $1.6 billion, the net loss was $309 million, which compares to a net loss of $715 million in the same period of 2011. For the quarter ended June 30, 2012, American Airlines' mainline load factor was 85.1%, which was a record for any quarter. Latin America, the Company's largest international entity, posted a unit revenue increase of 6.7 percent in second quarter 2012 driven by yield improvements in Mexico, Central and South America. Fuel costs were higher for the second quarter 2012 as compared to the same quarter in 2011; AMR paid approximately $3.24 per gallon for jet fuel versus approximately $3.12 in the second quarter of 2011, which is a 3.8 percent increase or $81 million more for fuel assuming the prevailing prices from the prior year period. For the first six months of 2012, AMR incurred jet fuel costs that were approximately $331 million (or 8.2 percent) more than the same period in 2011.

At June 30, 2012 AMR had $5.7 billion in cash and short-term investments compared to $5.6 billion at June 30, 2011.

Airline Bankruptcies

[TO BE UPDATED]

Airlines using the Airport may file for protection under U.S. or foreign bankruptcy laws, and any such airline (or a trustee on its behalf) would have the right to seek rejection of any executory airport lease or contract within certain specified time periods after the filing, unless extended by the bankruptcy court. In addition, during the pendency of a bankruptcy proceeding, a debtor airline using the Airport typically may not, absent a court order, make any payments to the Aviation Department on account of services or use of airport facilities provided to the airline prior to bankruptcy. Thus, the Aviation Department's stream of payments from a debtor airline may be interrupted to the extent such payments are for pre-petition services to, and use of the airport facilities by, airlines in bankruptcy, including any accrued rent, Landing Fees, aviation fees, and PFCs.

Rejection of any executory lease or contract by a debtor in bankruptcy is typically sought to avoid long-term commitments, unusual contract terms or high fixed fees. Passenger airlines operating at MIA typically have two primary payment obligations: (1) rent and use charge payments under a TBLA and (2) landing fees and aviation charge payments under the AUA. The TBLAs give an airline a month-to-month right to lease specifically identified premises in the Terminal Building, subject to cancellation by either party upon 30 days' notice. The TBLAs also require the airlines to pay annually-adjusted rents for use of the Terminal Building monthly in advance and other charges, including 7% of their gross revenues for general aeronautical handling services to other airlines under the terms of a separate permit, monthly in arrears. Thus, for an airline desiring to keep operating at the Airport while it is in bankruptcy, little is gained by an airline's rejecting its TBLA, which gives the airline the right to use the Terminal Building at a cost that is the same for all similarly situated airlines. The AUA sets forth the conditions under which an airline can operate at the Airport and requires the airlines to pay the annually or twice-annually adjusted level of Landing Fees and aviation charges for its use of the Airport, based on its level of activity with the charges being the same for all similarly-situated airlines. More importantly, the AUA contains a credit program that permits airlines to avoid having to pay in cash each time they land at the Airport if they self-report and self-pay their Landing Fees in the month following the month in which the charges are incurred. As is the case with TBLAs, it is not expected that an airline having filed for bankruptcy but desiring to continue operating at the Airport would seek rejection of the AUA, inasmuch as to do so would eliminate the vitally-important credit program for the airline. Moreover, rejection gains the airline nothing economically, inasmuch as the County separately requires the airline on a regulatory basis to pay the same charges imposed under the AUA. There can be no assurance, however, that an airline in bankruptcy will not seek to avoid its contractual obligations under its TBLA or the AUA, but even if an airline should do so, the airline is subject to regulatory obligations imposed by County law that require the rejecting

airline to pay the same charges reflected in the rejected agreements for the airline's continued use of the Airport. See "SECURITY FOR THE SERIES 2012 BONDS – Airline Use Agreement" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT."

For a description of the possible effects of airline bankruptcies on PFC collections see below "PFC Collections – Possible Bankruptcy Effects."

AMR Bankruptcy

In November 2011, AMR filed for Chapter 11 bankruptcy protection, citing a need to reduce costs. In February 2012, AMR presented a restructuring plan that envisions annually reducing costs by $2 billion through restructuring debt and leases, grounding inefficient aircraft, improving supplier contracts, and reducing employee costs. The plan calls for an approximate reduction of 13,000 employees, outsourcing, work rule and productivity improvements, and changes to pension and other benefit programs. The plan also envisions annual revenue improvements of $1 billion from increased flying, to be made possible by the relaxation of work rules and scope provisions, fleet renewal and optimization, and service improvements. In June 2012, AMR reached a tentative deal with its pilots union, but is still in negotiation with the flight attendants and mechanics unions. The bankruptcy recently granted the company permission to have its reorganization filing deadline moved from the end of September 2012 to December 28, 2012. Although US Airways has publicly stated its interest in merging with American Airlines, it has yet to make a formal bid. In response, American Airlines has stated its interest in a merger with another carrier, but has not named a specific air carrier. The bankruptcy court will eventually rule on AMR's restructuring plan and alternatives proposed by the unions or others.

As part of its plan to increase revenues, AMR has stated that it plans eventually to increase departures, particularly from its "cornerstone" airports of Chicago O'Hare, Dallas/Fort Worth, Los Angeles, Miami, and New York Kennedy by up to 20% over the next 5 years (including service by alliance and code-share partners), with much of the increase attributable to expanded international service. However, in the near term, reductions in seat capacity on American and American Eagle airlines at the five cornerstone airports will be reduced from New York Kennedy (-8.8%), Chicago O'Hare (-4.4%), and Dallas/Fort Worth (-1.9%) and increased from Miami (1.1%) and Los Angeles International (9.0%).

In a stipulation and agreed order entered into between AMR and the County in connection with the bankruptcy proceeding, AMR and its affiliated companies, specifically American Airlines and American Eagle, have agreed to assume all critical leases and agreements related to the Airlines' use of the Airport and the Airport System. As of June 30, 2012, American Airlines and American Eagle are current on all of their obligations to the Airport incurred since the filing of the AMR bankruptcy petition (the "Petition"). American Airlines and American Eagle had pre-Petition obligations owing to the Airport in the amount of approximately $26,018,100.

The long-term impact of the AMR bankruptcy on American Airlines' operations at the Airport cannot be determined as this time.

International Traffic

International traffic constitutes almost 50% of the Airport's passenger traffic. From December 31, 2002 through December 31, 2011, international passenger volume increased by 29%, primarily representing the strength of the Central and South American passenger markets. In 2011, the Airport continues to be the second largest U.S. airport in terms of total international passengers, surpassing Los Angeles International Airport. See "AIRPORT TRAFFIC ACTIVITY" and "AVIATION DEPARTMENT FINANCIAL INFORMATION – Historical Financial Results."

Additional Information on Airlines

Certain of the Signatory Airlines under the AUA and other airlines operating at the Airport (or their respective parent corporations) file reports and other information (collectively, the "SEC Reports") with the SEC. Certain information, including financial information, as of particular dates, concerning each airline (or their

respective parent corporations) is included in the SEC Reports. The SEC Reports can be inspected in the Public Reference Room of the SEC at 100 F Street, N.E., Washington, DC 20549, and at the SEC's regional offices at 175 W. Jackson Boulevard, Suite 900, Chicago, Illinois 60604 and 3 World Financial Center, Suite 400, New York, New York 10281. Copies of the SEC Reports can be obtained from the SEC's Public Reference Section at the above address at prescribed rates, or at www.sec.gov.

In addition, each Signatory Airline and certain other airlines are required to file periodic reports of financial and operating statistics with the United States Department of Transportation. Such reports can be inspected at the following location: Research and Innovative Technology Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590 or at http://www.rita.dot.gov/contacts/, and copies of such reports can be obtained from the Department of Transportation at prescribed rates. The foreign airlines also provide certain information concerning their operations and financial affairs, which may be obtained from the respective airlines.

PFC Collections

General

Pursuant to federal authorization, the Airport collects passenger facility (or passenger facilities) charges ("PFCs") on each qualifying enplaned passenger. The Airport currently collects a PFC of $4.50 per passenger, subject to certain exceptions. The applicable airline collects the PFCs and remits them monthly to the Airport net of a $0.11 per PFC administrative charge.

PFCs constitute a substantial portion of revenues collected by the Aviation Department, providing $61.7 million and $67.4 million for the fiscal years ending September 30, 2010 and 2011, respectively. Such collections are subject to federal regulation and control, and their volume is affected by the economic and other conditions affecting passenger volume at the Airport.

Use of PFCs; Rate Covenant

PFCs provide a portion of the funding for the CIP, including terminal construction. Also, while PFCs do not constitute Revenues under the Trust Agreement and are therefore not pledged to the payment of the Bonds, the Aviation Department anticipates continuing its practice of depositing PFC revenues into the Sinking Fund's Bond Service Account and Redemption Account each year to reduce the Principal and Interest Requirements on the Bonds. Such deposits effectively reduce the amount of Revenues that must be collected to comply with the rate covenant under the Trust Agreement. The Report of the Traffic Engineers, attached as APPENDIX A, makes certain assumptions regarding the collection and use of PFCs as set forth therein. See also "SECURITY FOR THE SERIES 2012 BONDS – Rate Covenant" and "FUNDING SOURCES FOR THE CIP – Passenger Facility Charges."

Possible Bankruptcy Effects

Applicable federal legislation and regulations provide that PFCs collected and held by an airline constitute a trust fund for the benefit of the applicable airport and create additional protections intended to ensure the regular transfer of PFCs to airports in the event of an airline bankruptcy. There can be no assurance, however, that during the bankruptcy of any airline, payment to the Airport of PFCs will not be delayed or blocked.

Federal Legislation

Federal legislation affects the grant funding that the Airport receives from the Federal Aviation Administration ("FAA"), the Airport's PFC collections, and the operational requirements imposed on the Airport. The FAA Modernization and Reform Act of 2012 (the "Act") was signed into law on February 14, 2012 as the permanent legislative solution to the temporary short-term extensions that had been enacted as a funding stop-gap over the last five years. This $63.6 billion reauthorization, which runs until 2015, provides $13.4 billion in funding for airport improvement projects, provides $11 billion in funding for the "Next Gen GPS" system, [which will

modernize the air traffic control system and accelerate the integration of drones into the domestic airspace] **[PROVIDE SOURCE]**.

The Act continues the federal cap on PFCs at $4.50 and authorizes $3.35 billion per year for the Airport Improvement Program ("AIP") through Fiscal Year 2015, which is $150 million per year less than the funding level for the past five years. However, a study was commissioned and funded for the U.S. General Accountability Office (the "GAO") to study alternative means of collecting PFCs. Currently, PFCs are collected by the air carriers as part of the ticket price and remitted to the airports. The GAO study is to be submitted to Congress not later than one year after enactment of the Act.

Provisions affecting security costs are discussed in the following subsection.

Airport Security Requirements

General

Legislative and regulatory requirements since 2001 have imposed substantial costs on the Airport and its airlines relating to security, some of which are discussed below. Federal legislation created the Transportation Security Administration (the "TSA"), an agency within the Department of Homeland Security ("DHS"). Mandates of federal legislation, TSA and DHS have imposed extensive new requirements related to, among other things, screening of baggage and cargo (including explosive detection), screening of passengers, employees and vehicles, and airport buildings and structures.

The Federal Aviation and Transportation Security Act ("ATSA") makes airport security the responsibility of the TSA. The Homeland Security Act of 2002 (the "HSA") and subsequent directives issued by DHS have mandated, among other things, stronger cockpit doors on commercial aircraft, an increased presence of armed federal marshals on commercial flights, establishment of 100% checked baggage screening, and replacement of all passenger and baggage screeners with federal employees who must undergo criminal history background checks and be U.S. citizens.

ATSA also mandates additional airport security measures, including: (1) screening or inspection of all individuals, goods, property, vehicles and equipment before entry into secured and sterile areas of the airport, (2) security awareness programs for airport employees, (3) screening all checked baggage for explosives with explosives detection systems ("EDS") or other means or technology approved by the Undersecretary of the United States Department of Transportation, (4) deployment of sufficient EDS for all checked baggage, and (5) operation of a system to screen, inspect or otherwise ensure the security of all cargo to be transported in all-cargo aircraft. Due to a lack of TSA funding, airports have borne some or all of the cost of design, construction, and installation of automated in-line baggage screening systems and passenger screening checkpoints to meet the specifications that the TSA screening process requires for operation at full design capacity.

EDS equipment purchased by the federal government has been installed at the Airport. In some cases, installation of EDS equipment necessitated structural modifications to the Terminal Building. Substantially all of the costs of those modifications and the installation were borne by the TSA during the initial deployment. The in-line EDS has been installed and is operational in the South Terminal. The in-line EDS is 92% complete at the North Terminal at a cost of approximately $78.1 million, of which TSA is funding $54.4 million.

The TSA also has issued additional unfunded mandates through TSA security directives including: (1) transmittal to the TSA of personal information on all employees holding, applying for or renewing an airport-issued identification badge for the performance of Security Threat Assessment ("STA") and retrieval of STA results prior to issuing badges and other forms of identification, (2) performance of inspections of all vendors and vendor products entering the sterile concourse areas of the airport, (3) reduction in the number of airport employees authorized to escort visitors in the secured areas, (4) annual audits of all airport-issued identification media, (5) the implementation of a substantive training program for all persons designated as an authorized signatory in the Airport's identification media system, and (6) recording and retention of personal identification media used to obtain an airport-issued identification badge.

Airport security programs have also been affected by an additional requirement for the Airport to control access at the TSA passenger screening checkpoint exit lanes during TSA non-operational hours and on a 24 hours/7days basis for exit lanes that are not co-located to the passenger screening checkpoints. This function was previously performed by TSA personnel. Additionally, any elevation of the national threat advisory level (currently at Code Orange) would impose significant additional law enforcement and overtime costs on the Aviation Department.

Cargo Security

Both federal legislation and TSA rules have imposed additional requirements relating to air cargo. These include providing information for a central database on shippers, extending the areas of the Airport subject to security controls, and criminal background checks on additional employees, which inhibits the ability of operators to hire temporary workers during peak periods.

The TSA also requires carriers to screen 100% of all loaded cargo on passenger and all-cargo aircraft. The TSA has developed a Certified Cargo Screening Program ("CCSP") for a "supply chain-wide solution" to cargo security that will certify shippers to screen cargo earlier in the chain. The Airport currently is actively participating in the CCSP program.

TSA also has initiated an explosive detection canine program at the Airport dedicated to cargo screening. Currently the Airport has one of the largest TSA Canine Units in the country. The Miami-Dade Police Department's Canine Unit also dedicates 25% of its operations to cargo screening. American Airlines, the Airport's largest carrier, and Continental Airlines are participating in a TSA pilot program to screen cargo utilizing explosive detection screening equipment.

Airport management believes it is well positioned to meet the new cargo screening requirements. A Cargo Security Consortium for the Airport involving the relevant agencies and business partners meets quarterly to discuss issues, and the TSA, both nationally and locally, has been working with airports and carriers to develop security options that meet the regulatory mandates while minimizing the adverse effect on air cargo operations.

Costs

The Aviation Department has included in its current budget funds for a substantial amount of the costs imposed by the requirements described above. The Fiscal Year 2012 operating budget includes approximately $13.8 million for security costs. To date, the Airport has been able to meet the additional financial burdens imposed by new security requirements, but the Aviation Department anticipates additional unfunded security directives that may impose substantial costs. Such requirements may include biometric credentialing in employee screening and access control and additional security requirements at the general aviation airports.

Airport Competition

[TO BE UPDATED TO COMPORT WITH FEASIBILITY STUDY]

The Airport competes with other airports for domestic and international passengers. Fort Lauderdale-Hollywood International Airport ("FLL") is the closest competing airport, and MIA's biggest competitor for domestic origin-destination ("O&D") passengers, i.e., those that begin or end their trips at an airport rather than connecting through the airport en route to their destination. FLL also has substantially more low-cost carrier service than MIA. Low-cost carriers accounted for 63% (7.6 million) of all domestic scheduled departing seats at FLL in 2011 (up from 30% in 2000), while low-cost carriers accounted for just 0.4% (50,000) of all domestic scheduled departing seats at MIA in 2011 (down from 3% in 2000). In the years 2006 through 2011, FLL averaged 4.2 million more domestic O&D passengers per year than MIA. Average domestic airfares at MIA tend to be 20-30% higher than those at FLL, for trips of similar distance, due largely to the higher number of premium-fare passengers at MIA and the greater concentration of low-cost carrier service at FLL. In calendar year 2011, average domestic airfares increased year-over-year at both airports; DOT airfare data increasingly understate the true cost of air travel, however, as they do not include ancillary charges (e.g., checked baggage fees), which were increasingly

implemented throughout the industry in 2008 and 2009. The significant increase in low-cost carrier service and the associated relatively low fares charged at FLL are the major factors underlying the market share decline in domestic O&D passengers at MIA from 40.4% of the South Florida region in 2000 to 34.1% in 2011.

For passengers traveling between other parts of the United States and international destinations in the Caribbean and Latin America, there are an increasing number of alternative routings, both nonstop flights and connecting services, via other U.S. and Latin American gateway airports. For a further discussion of such competition, see "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS."

Environmental Liabilities

For a discussion of the environmental liabilities of the Aviation Department, see "LITIGATION – Aviation Environmental Matters."

Airport Insurance

The Aviation Department maintains insurance in accordance with industry standards, but the operations of the Airport create risks of significant losses that may not be fully covered by insurance (see "AIRPORT SYSTEM FACILITIES – Airport Insurance").

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AVIATION RELATED DEBT

Outstanding Bonds Under The Trust Agreement

Upon the issuance of the Series 2012 Bonds, the total aggregate principal amount of Outstanding Bonds under the Trust Agreement is as set forth below. See also below "Double-Barreled Aviation Bonds."

Outstanding Bonds	Dated Date of Issue	Principal Amount Issued	Principal Amount Outstanding
Series 1997C Bonds	October 1, 1997	$ 63,170,000	$ 63,170,000
Series 1998A Bonds(1)	July 1, 1998	192,165,000	85,675,000
Series 1998C Bonds	October 1, 1998	150,000,000	135,900,000
Series 2000A Bonds	March 1, 2000	78,110,000	75,735,000
Series 2000B Bonds	March 1, 2000	61,890,000	59,970,000
Series 2002 Bonds	May 30, 2002	299,000,000	296,200,000
Series 2002A Bonds	December 19, 2002	600,000,000	600,000,000
Series 2003A Bonds	May 28, 2003	291,400,000	291,400,000
Series 2003B Bonds(1)	May 28, 2003	61,160,000	28,460,000
Series 2003D Bonds(1)	May 28, 2003	85,640,000	67,595,000
Series 2003E Bonds(1)(2)	May 28, 2003	139,705,000	126,900,000
Series 2004A Bonds	April 14, 2004	211,850,000	211,850,000
Series 2004B Bonds	April 14, 2004	156,365,000	156,365,000
Series 2005A Bonds	November 2, 2005	357,900,000	357,900,000
Series 2005B Bonds(1)	November 2, 2005	180,345,000	141,870,000
Series 2005C Bonds(1)	November 2, 2005	61,755,000	26,840,000
Series 2007A Bonds	May 31, 2007	551,080,000	551,080,000
Series 2007B Bonds	May 31, 2007	48,920,000	48,920,000
Series 2007C Bonds(1)	December 20, 2007	367,700,000	332,280,000
Series 2007D Bonds(1)	December 20, 2007	43,650,000	27,300,000
Series 2008A Bonds	June 26, 2008	433,565,000	433,565,000
Series 2008B Bonds	June 26, 2008	166,435,000	166,435,000
Series 2009A Bonds	May 7, 2009	388,440,000	387,940,000
Series 2009B Bonds	May 7, 2009	211,560,000	211,060,000
Series 2010A Bonds	January 28, 2010	600,000,000	600,000,000
Series 2010B Bonds	August 5, 2010	503,020,000	503,020,000
TOTAL		$6,304,825,000	$5,987,430,000

(1) Denotes Refunding Bonds issues.

(2) On March 17, 2008, the County converted its Series 2003E auction rate securities to fixed rate bonds. The County currently has no Outstanding Bonds that are variable rate debt.

Double-Barreled Aviation Bonds

On March 4, 2010, the County issued its Double-Barreled Aviation Bonds (General Obligation), Series 2010 (the "Double-Barreled Aviation Bonds"), in the aggregate principal amount of $239,775,000. Debt service on the Double-Barreled Aviation Bonds will be secured by a pledge of both (1) Net Available Airport Revenues (as such term is defined below), a lien that is subordinate to the lien securing the Bonds, and (2) ad valorem taxes levied on all taxable property in the County. "Net Available Airport Revenues" is defined to mean any unencumbered funds held for the credit of the Improvement Fund created under the Trust Agreement after the payment of all obligations of the County pertaining to the County airports which are payable pursuant to, and subject to the restrictions of (i) the Trust Agreement, (ii) any Airline Use Agreement then in effect or (iii) any other indenture, trust agreement or contract.

Debt Service Schedule

The following table shows the annual Principal and Interest Requirements on all Outstanding Bonds, including the Series 2012 Bonds, as of the date of delivery of the Series 2012 Bonds for the Fiscal Years ended September 30, 2012 through the final maturity of the Series 2012 Bonds. The table does not include debt service on other Airport related debt.

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MIAMI-DADE COUNTY AVIATION REVENUE BONDS
(OUTSTANDING BONDS UNDER THE TRUST AGREEMENT)
PRINCIPAL AND INTEREST REQUIREMENTS

[TO BE UPDATED]

Fiscal Year Ended September 30[1]	Principal and Interest on Outstanding Bonds[2]	Principal on Series 2012A Bonds	Interest on Series 2012A Bonds[2]	Principal on Series 2012B Bonds	Interest on Series 2012B Bonds[2]	Total Principal and Interest on Series 2012 Bonds[2]	Total Aggregate Principal and Interest[2]
2012	$ 216,601,567			$	$	$	$
2013	372,261,239						
2014	374,341,241						
2015	376,407,061						
2016	378,336,330						
2017	392,865,530						
2018	404,544,036						
2019	404,545,279						
2020	404,547,616						
2021	404,543,331						
2022	404,544,129						
2023	404,546,441						
2024	404,544,868						
2025	404,546,199						
2026	404,543,134						
2027	404,546,246						
2028	404,543,296						
2029	404,545,548						
2030	404,543,391						
2031	404,545,616						
2032	404,543,429						
2033	404,545,548						
2034	404,543,848						
2035	404,544,504						
2036	404,545,898						
2037	404,545,921						
2038	404,545,959						
2039	404,543,581						
2040	404,543,163						
2041	404,546,550						
TOTALS[2]	$ 11,819,890,499	$	$	$	$	$	$

(1) With respect to each Fiscal Year, excludes payments due on October 1 of such Fiscal Year and includes payments due on October 1 of the following Fiscal Year.

(2) Numbers may not add due to rounding.

The following table shows the annual principal and interest requirements on the Double-Barreled Aviation Bonds for the Fiscal Years ended September 30, 2012 through their final maturity. The table does not include debt service on other Airport related debt.

MIAMI-DADE COUNTY AVIATION REVENUE BONDS
DOUBLE-BARRELED BONDS
PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year Ended September 30	Principal and Interest On Double-Barreled Aviation Bonds
2012	$ 9,687,714
2013	15,431,527
2014	15,430,527
2015	15,431,277
2016	15,430,477
2017	15,432,087
2018	15,432,337
2019	15,430,837
2020	15,433,512
2021	15,433,512
2022	15,434,012
2023	15,430,512
2024	15,432,512
2025	15,430,262
2026	15,432,012
2027	15,431,762
2028	15,433,762
2029	15,432,012
2030	15,430,762
2031	15,431,087
2032	15,432,837
2033	15,431,837
2034	15,432,075
2035	15,434,750
2036	15,431,250
2037	15,430,500
2038	15,431,000
2039	15,431,250
2040	15,434,750
2041	15,429,750
TOTALS[1]	$ 457,212,511

[1] Numbers may not add up due to rounding.

Other Airport Related Debt

FDOT State Infrastructure Bank Loan

On February 6, 2007, the Board approved the construction of the NW 25th Street Viaduct Project ("Viaduct Project") by the Florida Department of Transportation ("FDOT") and approved a County loan in the amount of $50 million from the FDOT State Infrastructure Bank to fund the County's share of the total cost of the Viaduct Project. FDOT and the County subsequently entered into a joint participation agreement on March 12, 2007 whereby FDOT agreed to construct the Viaduct Project. The loan closed on March 21, 2007. The Viaduct Project consisted of an elevated roadway over NW 25th Street, the only major access from the Palmetto Expressway (State Road 826) to MIA's Westside and Northside air cargo handling facilities, so that trucks entering and exiting the air cargo area

could travel on the Viaduct and avoid the NW 25th Street congestion. The Viaduct Project was completed and opened to traffic on July 12, 2011.

The FDOT loan is secured by a County covenant to annually budget and appropriate from County legally available non-ad valorem revenues funds sufficient to pay debt service costs. As of June 30, 2012, the Aviation Department on behalf of the County has paid $15 million for annual debt service payments, which commenced October 1, 2009, and intends to earmark approximately $5 million per year over the balance of the eleven year life of the loan (last payment is October 1, 2019) from the Aviation Capital Account to pay FDOT. This payment is subordinate to all other Aviation Department funding requirements, including all other debt to be paid from the Improvement Fund.

TIFIA Loan

In August 2005 and August 2007, FDOT, in cooperation with the County, closed on $270 million in loans from the United States Department of Transportation under the Transportation Infrastructure Financing Innovation Act ("TIFIA") loan program. Under various agreements, FDOT agreed to procure the financing, acquired the land, and construct the Rental Car Center ("RCC") (formerly known as the Rental Car Facility), at the Miami Intermodal Center ("MIC"). The loan proceeds were used by FDOT to design and construct the RCC which commenced operations in July 2010. The revenues pledged for repayment of the loan are the proceeds of the Customer Facility Charges ("CFC") collected from car rental company customers at the Airport and, if required, rent payments from the car rental companies. There are sufficient funds available for the first loan payment due October 1, 2012 without the need for any rent payment from the rental car companies. The repayment of the TIFIA loan is not secured by Revenues or any other revenues of the Aviation Department. See "AIRPORT SYSTEM FACILITIES – Roadway Access to MIA."

Third-Party Obligations

The County may issue revenue bonds related to the Airport System outside the provisions of the Trust Agreement and not payable from Revenues pledged under the Trust Agreement, subject to the condition, among others, that it will not construct, or consent to the construction of, any project, whether at the Airport or any other site, unless there is filed with the Clerk of the Board a statement signed by the Traffic Engineers and the Consulting Engineers certifying that, in their respective opinions, the operation of such additional project will not affect the County's compliance with the Rate Covenant Requirement or impair the operating efficiency of the Port Authority Properties. The Miami-Dade County Industrial Development Authority has issued revenue bonds in the combined aggregate principal amount of $223,590,000 for the benefit of conduit borrowers, the proceeds of which have been used to finance the construction of air cargo and other facilities at the Airport. As of June 30, 2012, such bonds were outstanding in the aggregate principal amount of $160,636,958. Neither the Airport nor the County has any obligation with respect to these bonds. See "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT – Bonds Secured Otherwise than by the Trust Agreement."

Possible Future Indebtedness; Other Capital Expenditures

As noted, the Capital Improvement Program (the "CIP") is substantially complete and fully funded. See "FUNDING SOURCES FOR THE CIP." The Aviation Department, however, has identified a number of potential capital projects related primarily to maintenance of existing assets and safety and security programs. The current project list includes improvements for runways, aprons, and roadways and replacement of an existing automatic people mover system. A significant portion of the costs of the projects identified are eligible for funding by state and/or federal grants, though there can be no assurance that any such grants will be forthcoming. Most of these projects are still in the planning phase and, thus, have not been prioritized or approved internally or by the Board.

In addition, the Aviation Department is in the final stages of having a Strategic Master Plan (SMP) completed by an outside consultant. Any needs identified as part of the SMP are in the infancy stage and have not reached the planning stage.

Any contingency funds not used in the CIP may be available for such projects under the SMP. However, additional indebtedness may also be required to finance on a temporary or permanent basis costs of such projects if they are approved, as well as other capital expenditures appropriate for the maintenance of a large international airport. Any such indebtedness would likely be secured on a parity basis with the Series 2012 Bonds and other Bonds Outstanding under the Trust Agreement and could affect coverage under the rate covenant in the Trust Agreement. The incurrence of any such indebtedness as parity debt would be subject to the requirements for the issuance of Additional Bonds. See "SECURITY FOR THE SERIES 2012 BONDS – Issuance of Additional Bonds."

AIRPORT SYSTEM GOVERNANCE AND MANAGEMENT

Governance

The Aviation Department is a department of the County, which is a political subdivision of the State and a home rule county authorized by the Florida Constitution. Pursuant to Florida Statutes and the Home Rule Amendment and Charter of Miami-Dade County, as amended (the "Home Rule Charter"), the elected 13-member Board is the legislative and governing body of the County. On January 23, 2007, the electors of the County approved an amendment to the Home Rule Charter which established a strong mayor form of government. This amendment expands the Mayor's powers over administrative matters. The County Manager, who previously was chief administrator now reports directly to the Mayor who has the authority to hire, fire and set the salary of the County Manager. Under this new system, the Mayor also appoints all department heads, including the Aviation Director.

Management

Brief descriptions of the director of the County Finance Department and the executive staff and selected division managers of the Aviation Department follow.

Edward Marquez
Miami-Dade County Deputy Mayor/Finance Director

Edward Marquez is Deputy Mayor of Miami-Dade County and Director of the Finance Department. Mr. Marquez oversees the Finance, Management and Budget, Audit and Management Services, Information Technology and Internal Services Departments as well as the Housing Finance Authority, Clerk of the Board and Eleventh Judicial Circuit of Florida.

Mr. Marquez has served as an investment banker and financial advisor, and he has comprehensive knowledge of a wide range of business operations and complex financial transactions.

Prior to joining the County, Mr. Marquez was a Senior Vice President of First Southwest Company where his clients included the Miami-Dade Expressway Authority, City of Miami and North Miami Community Redevelopment Districts, among others. He held the post of Chief Financial Officer at the Miami-Dade County Public Schools, the fourth largest school district in the Unites States with operating and construction budgets of $2.6 and $1.7 billion, respectively.

When Mr. Marquez was Manager of the City of Miami, he directed development of the City's five-year fiscal and operational recovery plan.

Mr. Marquez was Finance Director of Miami-Dade County from 1986 to 1996. During his tenure, he was responsible for all financial and controllership operations of County government.

Mr. Marquez holds a Bachelor of Business Administration from Florida International University and an Associate of Arts in Business Administration from the University of Florida.

[José Abreu, P.E.
Aviation Department, Aviation Director]

[NEED TO DISCUSS POSSIBLE RETIREMENT OF MR. ABREU]

[José Abreu joined the Aviation Department on July 11, 2005 as Aviation Director. In this capacity, Mr. Abreu is directly responsible for overseeing the day-to-day operation of the Aviation Department's Airport System. His duties and areas of responsibility include management of operations, engineering, facilities development, business development, financial management, and safety and security. Prior to joining the Aviation Department, Mr. Abreu served as Secretary of FDOT, appointed by Governor Jeb Bush on March 5, 2003. Prior to serving as Secretary, Mr. Abreu served in progressively senior positions at FDOT, including eight years as FDOT's District Six Secretary for Miami-Dade and Monroe Counties. Mr. Abreu received a Bachelor of Science Degree in Civil Engineering from the University of Miami. He is a licensed professional engineer and a certified engineering contractor in Florida, active in his profession. Mr. Abreu serves on several University of Miami boards, including the Industrial Advisory Board of the College of Engineering and the Alumni Association. He also serves on the Board of the Association of Cuban-American Civil Engineers and is a Fellow of the American Society of Civil Engineers. Mr. Abreu has received numerous awards and proclamations, including the 1996 Distinguished Alumnus Award from the University of Miami College of Engineering, the 1996 Outstanding Contributions Award from Florida International University College of Engineering, the 2000 Wilbur S. Smith Award, the 2000 National Highway Engineering honor and the 2004 Civil Government Award presented by the American Society of Civil Engineers, the Florida Engineering Society award for outstanding service to the profession-government and the Miami-Dade Community College Hall of Fame. Mr. Abreu was named one of "The 100 Most Influential Hispanics" by Hispanic Business magazine in 2003 and a top Newsmaker for 2007 by *Engineering News-Record*.]

Anne Syrcle Lee
Aviation Department, Chief Financial Officer

Anne Syrcle Lee first came to the Airport in 1989 to supervise the audit team for Coopers and Lybrand, LLP (now PricewaterhouseCoopers), the Aviation Department's prior independent auditor. In 1992, after joining the County's internal audit department, Audit and Management Services, Ms. Lee became the manager in charge of the internal audit team permanently located at the Airport. Seven years later, Ms. Lee joined the Aviation Department's newly-organized Professional Compliance Division, becoming Associate Aviation Director in 2001. Ms. Lee was named Interim Chief Financial Officer in March 2006 and Chief Financial Officer in January 2007. During Ms. Lee's tenure in public accounting, she worked in the governmental, not-for-profit, manufacturing, and high tech sectors and as an internal auditor conducted a number of high-profile forensic investigations in the County's proprietary departments. Ms. Lee is an honors graduate of the University of Miami and became a certified public accountant in Massachusetts in 1987.

Sergio San Miguel, CPA
Aviation Department, Capital Finance Manager

Sergio San Miguel joined the Aviation Department in 2009 as Assistant Controller for the Department, responsible for overseeing day-to-day accounting functions such as revenue control, statistical reporting and internal audit.

In 2010, Mr. San Miguel assumed the role of Capital Finance Manager for the Aviation Department, responsible for managing and administering debt issuance for the Aviation Department. In this position, Mr. San Miguel also ensures that cash needs are met in order to maintain the capital program schedule and debt service is managed in order to minimize the Aviation Department's cost per enplaned passenger.

Before joining the Aviation Department, Mr. San Miguel served as the Chief Financial Officer for Miami-Dade County's Transit Department beginning in 2007, supervising a staff of 100 employees responsible for business management functions such as budgeting, financial and performance auditing, grant management, accounting and revenue collections and processing. He was also responsible for overseeing the department's overall $388 million operating budget and $425 million capital budget.

Prior to his positions with Miami-Dade County government, Mr. San Miguel served in similar roles in the private sector as an independent management consultant and chief financial officer for organizations in numerous industries, including banking, construction and real estate development, importing and distribution, marketing and advertising and cargo airline business. His work experience also includes positions as an audit manager with Coopers & Lybrand and as an auditor and accountant with Jackson Memorial Hospital.

Mr. San Miguel has been a certified public accountant in the State of Florida since 1981 and earned a bachelor's degree in business administration from Florida International University. He is a member of the American Institute of Certified Public Accountants and Florida Institute of Certified Public Accountants.

Juan Carlos Arteaga, AIA
Program Director, North Terminal Development Program

Juan Carlos Arteaga has served as the Program Director for Miami International Airport's North Terminal Development (NTD) Program since December 2005. His duties include managing and directing the design and construction of the NTD Program, which will expand and renovate concourses A, B, C and D, at MIA into a state-of-the-art, 1.3 mile-long linear terminal. Prior to joining the Aviation Department, Mr. Arteaga was the Airport Division Director for the Miami-Dade Building Department from 2001 to 2005. Mr. Arteaga has a broad range of experience as a professional architect, urban planner, general contractor, design-builder and construction manager spanning 28 years. Prior to his years of County service, he served in various capacities for numerous architectural firms in the private sector (including his own).

Mr. Arteaga currently serves as an adjunct professor at Florida International University. He has received numerous design awards for his architectural and urban development contributions, including the best town landmark for the Bell Tower at Weston Town Center in Ft. Lauderdale; Urban Development of the Year for North Satellite City in Santa Cruz, Bolivia; and Best Master Plan Award from the Association of Building Code Officials in 2004. Mr. Arteaga is a Registered Architect, Urban Planner, Certified General Contractor, Threshold Building Inspector, Building Plans Examiner, Building Inspector, Certified Building Official and a LEED accredited professional. He holds bachelor's and master's degrees in Architecture from the University of Virginia, a master's degree in Urban Planning and an international degree in Urban Design from the Universidad Autonoma Gabriel Rene Moreno.

Ken Pyatt
Aviation Department, Deputy Aviation Director for Operations

Mr. Ken Pyatt joined the Aviation Department on July 12, 2010 as Deputy Director for Operations. He is responsible for overseeing all operations, facilities management and facilities development divisions at MIA and the County's general aviation airports.

Prior to joining the Aviation Department, Mr. Pyatt spent 36 years with American Airlines in various management positions of increasing responsibility at major hub airports, including JFK, LaGuardia, Chicago O'Hare and MIA. Most recently, he was Managing Director at LaGuardia Airport from 2007 to 2010, where he was responsible for all phases of airport operations, including but not limited to employee safety, security, prevention of aircraft damage and customer relations. He oversaw 48 daily aircraft operations and 300 employees, including 25 members of American Airlines management. In addition, he oversaw a facilities maintenance department of 50 employees plus contractors responsible for nearly one million square feet of terminal and hangar space.

From 1997 to 2007, Mr. Pyatt served as Managing Director of Passenger Services and Ramp Operations for American Airlines at MIA, where he was responsible for customer service, security, baggage, international and ramp operations, on-time performance, contract management and vendor oversight. He also served as corporate liaison with the Transportation Security Administration, oversaw 200 daily aircraft operations and managed nearly 1,800 unionized employees and 45 members of management.

Mr. Pyatt holds a Bachelor of Arts degree from Queens College in New York.

Miguel A. Southwell

Aviation Department, Deputy Aviation Director for Business Retention and Development

Miguel A. Southwell is the Deputy Director of Business for the County's system of airports that includes Miami International and four general aviation (GA) airports. His responsibilities include generating revenue from a variety of airport business operations that include: Real Estate Leasing and Management; Food, Beverage and Retail Concessions; Parking; the Miami International Airport Hotel; and new Air Service Development. He joined the Aviation Department in July 2001. Before joining the Aviation Department, Mr. Southwell spent 11 years at Hartsfield-Jackson Atlanta International Airport in numerous positions, including Interim Assistant Director of Business and Finance. He also served for five years as an Adjunct Professor of Aviation at Georgia State University.

Prior to his airport career, Mr. Southwell worked in the banking and airline industries. He was a Regional Branch Manager and Assistant Vice President of Willamette Savings in Portland, Oregon. Also, he worked with British West Indian Airways in Antigua, British West Indies.

Mr. Southwell holds a bachelor's degree in management from Portland State University and a master's degree in international business from City University of New York.

Among the international and civic organizations in which he serves, Mr. Southwell is a World Governing Board member of Airports Council International (ACI) and President of ACI - Latin America and the Caribbean Region. ACI is the five-region official association of airports around the world. He is also a member of the Executive Committee of the Beacon Council, Miami-Dade County's economic development agency, and a Board member of the Greater Miami Convention & Visitors Bureau.

José A. Ramos, R.A., LEED AP

Division Director for Aviation Planning, Land-Use and Grants Division

Mr. José A. Ramos is currently the Division Director for Aviation Planning, Land-Use and Grants Division. He has 18 years of professional airport planning experience including airfield, terminal, and airport operations gained steadily during his tenure with the Miami-Dade Aviation Department (MDAD).

Mr. Ramos is responsible for overseeing the orderly and efficient development of MIA and the MDAD general aviation airports to meet aviation demands and assure compatibility with the surrounding communities. He is responsible for all aviation system and master (strategic) planning and forecasting of aircraft activity, airfield planning, on-airport facility development and off-airport proposed land use development reviews. He directs and manages the Strategic Airport Master Planning 2015-2050 effort for the Aviation Department's system of airports, and is the lead technical liaison with the responsibility of coordinating with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) in administering the Federal and State grants-in aid program for the County's system of airports.

Mr. Ramos is a State of Florida registered, LEED AP certified architect. He earned a Master of Architecture degree in 1985 from the University of Florida.

Employees

The Aviation Department has approximately 1,168 employees as of June 2012. Collective bargaining units represent approximately 1,027 of the 1,168 employees. Florida Statutes prohibit public employees from striking against their employers. Police and fire services are provided by their respective County departments through dedicated Aviation Department forces, with supplemental services provided and paid for as needed.

AIRPORT SYSTEM FACILITIES

Introduction

The Airport is located in the unincorporated area of the County, approximately seven miles west of the downtown area of the City of Miami and nine miles west of the City of Miami Beach. Its close in-city location provides convenient and immediate access to the Greater Miami area.

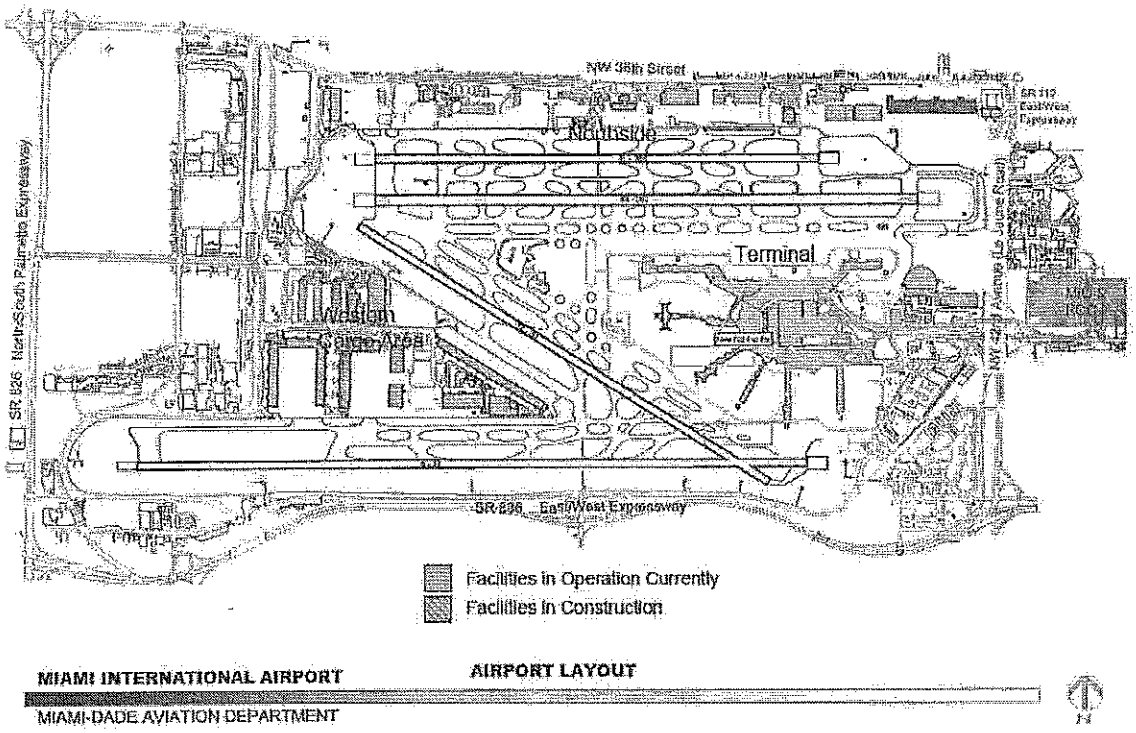
During the 12-month period ended March 31, 2012, a total of 34,487,330 passengers traveled through MIA, of which 16.1 million or 47% were international, and 18.0 million or 53% were domestic. MIA maintains one of the highest international to domestic passenger ratios of any U.S. airport, supported by South Florida's culturally diverse population and international tourist destination status. The Airport supports multiple airline and multiple daily frequencies to virtually every capital and secondary city/business center in the Latin American/Caribbean region. According to the most recent statistics compiled by the Airports Council International, MIA, in calendar year 2010, ranked 28th and in calendar year 2011, ranked 26th worldwide in terms of total passengers (both arriving and departing).

MIA includes approximately 3,300 acres and approximately 183 buildings, ranging from airfield lighting vaults, aircraft engine test cells, chiller plants, cargo warehouses, office buildings, and hangars, to a main terminal building. The North and South Terminal additions provided by the CIP are adding more than 4 million square feet to the pre-existing 3.5 million square feet.

Terminal Building

This subsection describes terminal facilities in operation as of June 30, 2012. The only major program still in process is the North Terminal Development (NTD), although it has over 90% of its budget expended. For a discussion of terminal facilities under construction, see "CAPITAL IMPROVEMENT PROGRAM."

The Terminal Building consists of six concourses (D, E/Satellite, F, G, H and J), with 102 passenger loading bridge gates and 3 commuter ground gates. Concourse D has 47 gates (with 3 additional gates scheduled to open in March 2013); Concourse E has 18 gates; Concourse F has 19 gates; Concourse G has 14 gates (3 of which are commuter ground gates); Concourse H has 13 gates, and Concourse J has 15 gates. A map of the Airport is below. A new Federal Inspection Services ("FIS") in the area of Concourse D is scheduled to open on July 31, 2012 **[will update when open]**. The first level of the Terminal Building includes the arrivals area with domestic baggage claim and ground transportation, as well as outbound baggage systems. The second level is the departure level with security checkpoints, gate hold rooms and 522 ticket positions, the majority of which had common use equipment. The Airport differs from many airports in that the Airport does not have a separate international terminal. Accordingly, the Terminal Building's third level is capable of moving international passengers from Concourses D, E, and F to the FIS located in the Terminal Building area near Concourse E and moving international passengers from Concourses H and J to the FIS near Concourse J.



MIAMI INTERNATIONAL AIRPORT **AIRPORT LAYOUT**

MIAMI-DADE AVIATION DEPARTMENT

Commercial Operations Facilities at the Airport

The Terminal Building has 187 permanent and 12 temporary concession locations occupying approximately 242,991 square feet of duty-free, food and beverage and retail space; there are another 25 locations either in the concepting, design or construction phases. Approximately 30% of the concession locations are located pre-security and approximately 70% of the concessions are located post-security. The current concession locations are consistent with a concessions master plan.

The Terminal Building also provides locations for services such as advertising, banks and ATM machines, currency exchanges, shoeshine, baggage wrap machines, luggage carts, baggage checkroom, hotel with restaurant, and airline clubs.

In the past, most of the commercial operations operated under a management agreement structure. Under this structure, the Aviation Department pays a company a management fee to operate the commercial operation, while the Aviation Department receives all revenues and pays all expenses (including the management fee). Through the solicitation process, the Aviation Department has transitioned from the management agreement structure to concession agreements pursuant to which the operator pays the Airport the greater of a percentage of gross revenues or a minimum amount guaranteed in the contract. Solicitations have been issued and concession agreements awarded resulting in new master concessionaires, operators and/or developers with national, regional and local brands. The costs associated with the buildout of concession locations and on-going maintenance have been shifted to the concessionaire which is a cost-saving to the Aviation Department.

The transition to the concession agreement structure began in 2003 when Westfield Concessions Management, Inc. was awarded the Central Terminal Retail agreement to develop and operate a total of 36 locations. As the need for new concessions continued, solicitations were issued with awards to firms that had no previous presence in the Airport. Competition is created with a larger variety of concessionaires within each category of products or services. Areas USA and Concessions Miami were awarded agreements for the food/beverage program for the South and North Terminals. Faber, Coe & Gregg and HMS Host were awarded agreements for the retail program in the North and the South Terminals and The Hudson Group, Newslink/Adler and Newslink of South Florida were also awarded agreements in the North Terminal. Concession agreements were also awarded to a number of small businesses and/or local firms for locations in the North, Central and South Terminals.

The Central Terminal Retail program has been completed. Construction in the Central Terminal (before security from Concourse E to Concourse H) provided new concession signage identification of the stores to assist in identifying pre-security stores and improve the image of the area.

The South Terminal is supported by a 50,000 square-foot Concession Hall and features an 8,900 square-foot food court. The South Terminal also includes a Bank of America service center and other amenities such as ATMs and a business center. Fifty-five (55) permanent concession locations are open and an additional six (6) permanenet locations are expected to open in late 2012.

In the North Terminal, the capital improvements program is nearly complete and 95% of the permanent concession locations are open and operating.. All of the principal concession solicitations have been completed and all of the locations have been awarded. The Department is currently soliciting concessionaires for the six (6) locations in the Miami Marketplace, a series of modular units offering products that represent the South Florida market. Of the 98 post security permanent locations, 79 have opened; of the 8 pre-security locations, 5 have been opened with the remainder to open in the fourth quarter of 2012. All remaining North Terminal concessions are expected to be open by Spring 2013.

Throughout Fiscal Year 2011 and the eight months ended June 30, 2012, concessions totalling 54,842 square feet were added throughout the Airport. These new locations will enable the Department to meet the passenger demands for additional food/beverage, retail and duty free concessions.

There are sixteen rental car companies, including the national brands of Alamo, Avis, Budget, Dollar, Enterprise, Hertz, National, Royal and Thrifty operating at the Rental Car Center ("RCC"). The RCC is the first

phase of the Miami Intermodal Center (the "MIC") immediately east of the Airport's main entrance. The RCC is connected to the Airport by the MIA Mover, an elevated automated people mover system which commenced operation this past fall, was constructed by the Aviation Department over Central Boulevard between the Airport's Dolphin and Flamingo parking garages. Another phase of the program consisting of the County's elevated heavy rails system (Metrorail) is scheduled to commence operating this summer. See "AIRPORT SYSTEMS FACILITIES — Roadway Access to MIA" for a description of the MIC and "CAPITAL IMPROVEMENT PROGRAM — Landside Programs - MIA Mover Program" for a description of the MIA Mover.

The MIA Hotel, located on the second level of Terminal E, is currently operated through a management agreement. The Hotel has 259 rooms and includes the Top of the Port restaurant, a lobby bar and a sushi bar which collectively occupy approximately 118,500 square feet. The Hotel is a successful, independently branded hotel with the distinct advantage of its in-terminal location, over the rest of the airport-district area hotels. It continues to be the airport-district market leader in both occupancy and average daily rate. As of June 30, 2012 MIA Hotel occupancy for the last twelve consecutive months was 91.8% as compared to 84.9% for the comparable set comprised of nine area hotels. Likewise, the average daily rate for the same period was $126.11 as compared to $109.56 for the comparable set.

Airside Facilities

The Airport has four commercial service air carrier runways, consisting of three parallel east-west runways and one diagonal runway oriented in the northwest to southeast heading. For a map of the runways, see "AIRPORT SYSTEMS FACILITIES – Terminal Building." These runways provide operational facilities to cover 97% of the prevailing wind conditions at MIA and are connected by a system of dual taxiways and aprons. The runways are equipped with high-intensity runway lighting systems. Category I Instrument Landing Systems are provided for five of the eight runway approach directions to permit operations under poor weather conditions. The newest, northernmost Runway 8L-26R runs east-west and is 8,600 feet long and 150 feet wide. Runway 8R-26L, also on the north side of the Airport, and located 800 feet south of Runway 8L-27R centerline, with a taxiway Lima (L) separating them, runs east-west and is 10,500 feet long and 200 feet wide. The south parallel east-west Runway 9-27, more than a mile to the south of Runway 8R-26L, is 13,000 feet long and 150 feet wide. The diagonal northwest-southeast Runway 12-30 is 9,355 feet long and 150 feet wide and is used sequentially with the parallel runways during easterly operations with the application of Land-and-Hold-Short (LAHSO) procedures on the longer Runway 9-27 permitting converging landings. A runway rehabilitation project for Runway 12-30 is scheduled to start construction third quarter of 2013 to provide reliability and safety improvements and to mitigate recurring pavement maintenance issues thus reducing associated operational impact closures. **[QUESTION: HOW WILL THIS PROJECT BE FUNDED?]** These runways are capable of handling any size commercial passenger or cargo aircraft planned or currently in use, with Runway 8R-26L and 9-27 approved as contingency and primary runways, respectively, for handling the Airbus A380 and the Boeing 747-8. MIA's four-runway layout permits peak hour aircraft movements of up to 149 flight operations per hour during optimal weather conditions.

The four runways are flexible pavement facilities constructed with bituminous asphalt surfacing, over a compacted lime rock base sub-grade, and can be strengthened as necessary by additional overlays of bituminous asphalt to accommodate sustained operations by heavier aircraft in the future. All runways are grooved, permitting all-weather landing and optimal wet runway condition braking performance.

To minimize take-off delays, all runways are supplemented at each end with large holding taxiways, which permit the bypassing of most aircraft facing delay by other departing aircraft except in the case of the very large aircraft, including the Airbus A380 and the Boeing 747-8. A system of numerous high-speed exits (turnoffs) from the runways has been provided, permitting landing aircraft to make smooth exits from the runways to the taxiway system, minimizing runway occupancy times and enhancing airfield performance and capacity. An extensive system of dual parallel taxiways has been constructed to support all four runways and serve the entire area of the Airport's terminal complex. These dual-parallel taxiways provide by-pass taxiway capability for all but the largest aircraft during high airfield utilization periods such as during peak periods when air traffic control needs to reshuffle departure queues to enable the most delayed departures to take-off prior to other flights.

Parking Facilities

The Airport offers several public parking facilities: North and South Valet, nested within the respective Dolphin and Flamingo garages, two stacked lots perpendicular to the west end of the garages, with the top lot exposed to the elements, a surface lot across from South Terminal, and economy parking. All facilities operate 24 hours a day, seven days per week. The covered parking facilities known as the Dolphin and Flamingo parking garages are positioned within the linear horseshoe configuration of the Terminal Building. The ground transportation and curbside services are situated along the main access roadway across from the parking garages. The Economy Park and Ride surface lot is located in a remote area of the Airport near the employee parking and offers 554 public parking spaces with free shuttle service to and from the Terminal Building.

As of June 30, 2012, the Airport had 8,724 public parking spaces allocated for valet surface lots, garages and economy parking at MIA's parking facilities. A unified rate structure implemented October 1, 2011 eliminates the necessity to differentiate between short and long term parking. The surface lot across from South Terminal has 348 parking spaces of which 129 spaces being used as a staging area for the construction of the automated people mover station built over Central Boulevard between the Dolphin and Flamingo parking garages, which will be returned to service this Fall. The main exit from the parking garages is through a centrally-located revenue collection plaza, which this year serves all facilities, except the remote economy lot. This plaza allows for centralized ticketing access to and from the garages with the state-of-the-art parking revenue control system. The economy lot effective the start of this calendar year has its own newly built, "collection plaza" to process all entry/exit transactions. In addition to cash and credit card payment options include Pay On Foot, SunPass Plus® and PayPass. Pay On Foot allows patrons to pay for parking prior to entering the collection plaza. SunPass is a prepaid toll program, which expedites a patron's exit through the collection plaza with the use of transponders. PayPass is MasterCard's "contactless" way to pay by simply tapping the PayPass credit card at the point of service device, which then processes payment without further interaction. It is anticipated that these payment options will reduce the number of staffed cash lanes and reduced labor expenses.

Roadway Access to MIA

The primary ingress and egress routes for passengers and visitors to MIA are (1) from LeJeune Road (NW 42nd Avenue, the eastern geographic boundary of the Airport) to NW 21st Street, and (2) the Dolphin Expressway - SR 836 (the southern boundary of the Airport) to LeJeune Road and (3) a direct connection to Interstate I-95 from the Airport Expressway State Road 112 (SR 112) with dedicated ramps from the North, South and East all leading to the Terminal Building and the revenue parking Central Collection Plaza via the MIA main access roadway "Central Boulevard" (which is an extension of NW 21st Street). The Central Boulevard roadway connects to all passenger landside and terminal facilities and on approach to the terminal is grade separated with access to the first (ground) level for all arrivals and an elevated roadway level serving the entire second level for all departures.

Airport roadway access infrastructure includes the Central Collection Plaza and the Terminal South Drives Extension Projects. The Central Collection Plaza provides a centralized point of entry and exit from the revenue parking garages with an automated payment system. The Southside Drives Extension project, which extended the grade separated terminal roadway system with additional curb frontage for arriving and departing passengers to support the South Terminal building and Concourse J expansion which opened for service in 2007. The Southside Drives Extension project greatly improved the circulation, weaving and way finding for passengers accessing the new terminal and exiting the Airport.

Other Airport surface access improvements have some CIP contributions but are primarily funded by entities other than the County to enhance the surface accessibility and functionality of roadways serving the Airport and include the Airport's interface with the Rental Car Center (RCC) and the transit oriented Miami Intermodal Center (MIC), and improved ingress and egress for both passengers and cargo both on the east (terminal) and west (air-cargo terminus) sides of the airport. Significant access improvements include:

- The Florida Department of Transportation (FDOT) and the Miami-Dade County Expressway Authority (MDX) are funding several projects to enhance access to the Airport from adjoining roads. These include completed projects such as the RCC, the widening of LeJeune Road (Northwest 42nd Avenue), direct connect ramps from the Airport to State Roads 836 and 112, the SR 826/Northwest 36th

Street Interchange, widening Perimeter Road from NW 72nd Avenue to NW 57th Avenue to four lanes (which also serve as a maintenance of traffic for the FDOT and Miami-Dade Expressway Authority's SR 826/Northwest 36th Street Interchange), and the widening of the Northwest 25th Street air-cargo corridor with at-grade improvements and construction of a dedicated elevated automobile and cargo trucks viaduct (the "Viaduct East Project") from the MIA cargo area to SR 826, which was completed in July 2011. Ongoing projects include the MIC core building and the rebuilding of the SR826/SR836 Interchange, and the final phase of the Viaduct Project extending the viaduct westward over the Palmetto Expressway to just east of NW 82nd Avenue (the "Viaduct West Project"), which began construction in June 2012, and is expected to be completed in November 2015.

- The projected $72 million capacity improvements of the primary access to the Airport's passenger terminal, known as the "MIA Central Boulevard Widening, Re-alignment and Service Loop Project," is needed to balance MIA's terminal roadway system with the Airport's increased airfield and terminal capacity. It is being designed and constructed by MDX at no cost to the Aviation Department. That roadway system, mainly consisting of the Central Boulevard, is currently adequate but is anticipated to become inadequate in the foreseeable future. A Joint Participation Agreement between MDX and the Aviation Department was approved by the MDX Board on June 30, 2009, to accomplish MDX's assumption of the project in exchange for a perpetual easement and assignment of a $48.5 million FDOT grant to MDX. See "FUNDING SOURCES FOR THE CIP – State Grants." The Central Boulevard improvement project calls for enhancement of "at grade" and elevated roadways along the airport's main access corridors. It includes the widening and realignment of Central Boulevard and a separation of service and commercial traffic from the public traffic lanes. Specifically, the project widens Central Boulevard from three to four lanes in the west-bound ingress direction and from four to five lanes in the east-bound egress direction. When complete, the improved roadway will provide links to the Airport's major feeder roads and highways, such as LeJeune Road (NW 42nd Avenue), State Road 836, and State Road 112. Central Boulevard will also be the direct link to the RCC and the Miami Intermodal Center when it opens in 2013. A design-build contract for the project is scheduled for completion in late 2013.

- The MIC is a multi-phased development program intended to relieve area roadway congestion and improve access to the Airport by creating a regional transportation center east of LeJeune Road. The MIC will act as a remote ground transportation hub for MIA by relieving terminal curbside congestion. Its estimated cost is $2.1 billion. The primary structures include a separate MIC core building and the RCC, both of which are being constructed by FDOT with loan proceeds from the United States Department of Transportation under the TIFIA loan program. The MIA Mover, funded through the CIP and $101.2 million in FDOT grants, connects the RCC to the Terminal Building. It began operations in September 2011. FDOT plans to construct other transportation-related facilities in the immediate area, all of which will be made commercially compatible with the RCC and the MIC core building.

The County's responsibilities for the MIC project are primarily limited to:

- Designing, constructing and operating the MIA Mover;

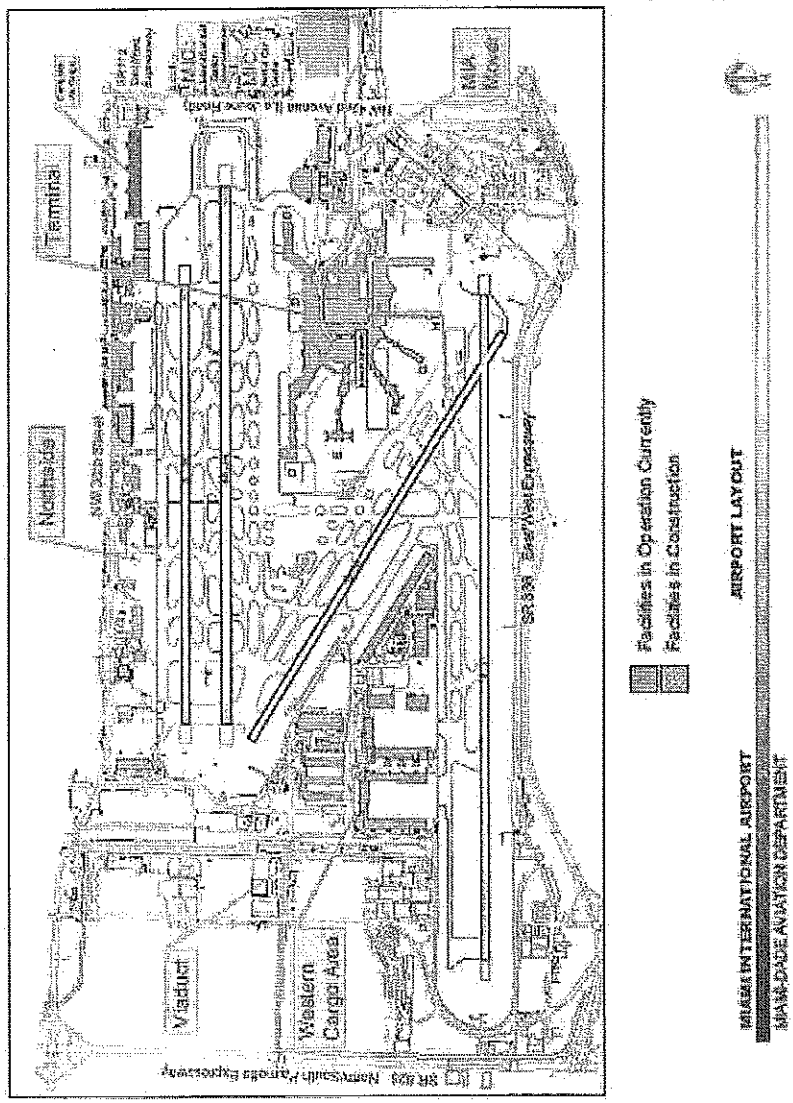
- Calculating Customer Facility Charges ("CFCs") sufficient to pay off the TIFIA loan secured by FDOT and imposing upon car rental companies the obligation to collect CFCs from their customers and remit them to a trustee; and

- Operating and maintaining the RCC and paying for the costs thereof from the CFCs. The CFCs are not Revenues.

Another roadway improvement currently in Project Development and Environment (PD&E) phase by FDOT consists of the widening and re-alignment of the eastern section of Perimeter Road from NW 57th Avenue to NW 42nd Court (parallel and to the east of LeJeune Road) and connecting to NW 20th Street allowing the aviation fuel-farm to be enclosed within the Airport's Airfield Operations Area. The design and construction of this section of Perimeter Road is subject to federal and state funding.

See "AVIATION RELATED DEBT – Other Airport-Related Debt – FDOT State Infrastructure Bank Loan" for a description of the NW 25th Street Viaduct Project.

Figure I.1
Airport Layout Plan
Miami International Airport
Roadway Access Improvements



Cargo and Other Facilities at the Airport

The Airport has a number of facilities that are used for cargo operations (mostly warehouse space), testing aircraft engines (aircraft engine test cell facilities), aircraft maintenance (both narrow-body and wide-body aircraft hangars), and aircraft flight crew training (flight simulators). These facilities are in three areas of the Airport: (i) the northeast area, which covers approximately 146 acres, (ii) the north central corridor, which covers 79 acres, and (iii) the northwest and west areas, which comprise 573 acres.

As of June 30, 2012, the Aviation Department managed approximately 7.5 million square feet of potentially rentable cargo and other facilities space including maintenance facilities as well as hangars, office space, simulator bays and other training areas, engine repair and testing facilities outside of the Terminal at the Airport. Storage areas and operational support facilities make up the rest of the square footage managed by the Aviation Department. The leased facilities produced approximately $49.4 million in annual rental revenues ($33.7 million from buildings; $14.2 million from land; and $1.4 million from pavement), which constitute approximately 8.7% of Fiscal Year 2011 Revenues. This total includes the general aviation airports.

Cargo plays a significant role in the financial health of the Airport. Annual revenues generated from the rental of cargo facilities combined with Landing Fees of all-cargo airlines operating at MIA, totaled $57.67 million for fiscal year ended September 30, 2009.

From July 2011 through June 2012, cargo handled at the Airport increased 3.8% when compared to the same preceding 12-month period. Cargo handled from January 2012 through June 2012 increased by 4.95% over the same period last year. [Due to global economic factors, it is too early to predict whether this positive trend will continue and the impact it will have on Revenues. [REFER TO FEASIBILITY STUDY]]

The majority of the MIA airfield development in the last 20 years has been for cargo handling facilities on the west side of the Airport known as the belly cargo buildings and the Western and Eastern "U." The three belly cargo buildings and the four buildings making up the Western "U" were developed by the Aviation Department and are leased to cargo tenants.

All of the buildings in the Eastern "U" were developed and are operated by tenants or third parties under lease development agreements. United Airlines built a 118,000 square foot cargo facility (and has transferred its interest in this facility to AMB Codina MIA Cargo Center, LLC); Arrow Air completed a 127,089 square foot facility; and LAN built an approximately 410,000 square foot cargo and office complex, which stands as the largest single-tenant cargo facility at the Airport and serves as LAN's headquarters for its U.S. operations. These lease development agreements typically have terms of 20 to 30 years, and provide that each company pays ground rent to the Aviation Department during the period of the lease, and fair market rents on the facilities at the conclusion of the initial term. Each company constructed its facilities at its own cost, using its own source of financing.
Source: Miami-Dade Aviation Department

Other facilities financed under lease development agreements include a 35,000 square foot courier facility built by UPS in 2001 located in the northwest area of the Airport and adjacent to the 157,000 square foot cargo facility the company acquired with its purchase of Challenge Air Cargo. These facilities serve as UPS's Latin American gateway hub. FedEx also built a new 189,000 square foot facility along the north side of the Airport that was completed in 2004. Currently, the Airport has over 2.6 million square feet of cargo facilities.

In addition to the cargo facilities, the Aviation Department has a number of cargo loading (aircraft apron) positions located throughout the airfield that serve to support the cargo operations at the Airport. As of June 30, 2012, the Airport has 64 such positions, 44 of which are common-use positions that are assigned by the Aviation Department's Airside staff. The remaining 20 are on airline leasehold property. Assignment of the common-use cargo loading positions is based on the location of airline cargo warehouse leaseholds, aircraft types and operating schedules of the cargo airlines.

In 2007, the Aviation Department completed negotiation of a development lease with Centurion Air Cargo, Inc. ("Centurion"). This $110 million development (the "Development") will be located on a 46-acre site at the northeast corner of the Airport that was a major portion of the former Eastern Airlines leasehold. The lease has been

reviewed and approved by the FAA and the resolution to adopt it was passed by the Board in September 2007. The development includes a 250,000 square foot warehouse, rehabilitation of 65,000 square feet of office space, 140,000 square feet of hangar space, construction of 350,000 square feet of paved aircraft ramp and ground services equipment storage and the purchase of Buildings 890 and 891 for the fair market value of $6.4 million. Centurion is also required to extend Taxiway "K" but, under the terms of the lease, the Aviation Department is required to reimburse Centurion for such extension up to $6.4 million. The cap on reimbursable costs related to the extension of Taxiway "K" does not apply to costs related to remediation of any unforeseen environmental conditions. Phase II of the lease gives Centurion the option to expand its cargo warehouse development into the area now occupied by Building 5A with the provision that it either replaces or purchases Building 5A from the Aviation Department. In either case, Centurion is obligated to bear the cost of relocating all operations currently housed in Building 5A. The lease term is 30 years with two five-year renewal options, for a total of 40 years. Under the terms of the lease, Centurion will assign the lease to Aero Miami, LLC ("Aeroterm") for the financing, design, construction and management of the Development. Centurion will remain liable with Aeroterm as joint lessees under the lease. As of June 30, 2012, the project is 60% complete.

[Public Private Investor Partnership

[TO BE UPDATED]

In calendar year 2007, the Aviation Department initiated a multi-phased Public Private Investor Partnership (PPIP) program in an effort to address unfunded capital needs not included in the CIP and generate additional revenues. Through the PPIP program, the Aviation Department is seeking qualified investors/developers to finance, design, construct, renovate, manage and/or operate projects in undeveloped and/or underutilized land and facilities in certain designated investment areas within the boundaries of the Aviation Department's airports.

The Aviation Department issued a competitive Request for Proposal for Phase I of the PPIP program, which included seven investment areas, ranging in size from 2 to 62 acres, located at Miami International Airport and one general aviation airport. Respondents showed interest in developing four of the seven offered sites and the Aviation Department is currently in negotiation with the two top-ranked developers.

A request for Expression of Interest (EOI) was issued for PPIP Phase II, seeking a qualified developer for available investment areas in the vicinity of the Airport's Central Boulevard. The Aviation Department received EOIs from five qualified respondents, all of whom were invited to submit a proposal and discuss their EOIs further with the selection and negotiation committee. Two of the five qualified respondents submitted a proposal. Negotiations are currently underway with the top-ranked developer for development of a 400-room stand-alone hotel, a 600-room conference hotel, office buildings and a retail shopping area that will include a gas station, a pet hotel and a dry cleaner.]

General Aviation Airports and Training Airports

In addition to MIA, the Aviation Department operates five general aviation airports. Three such general aviation airports are used for traditional general aviation activities such as fixed base operations and aircraft storage and maintenance facilities. One airport is used primarily for training purposes, while another has been decommissioned for the purpose of mining the limestone deposits located on its premises. The following narrative describes the facilities at each of these airports.

Opa-locka Executive Airport

The County obtained Opa-locka Executive Airport ("OPF") from the United States government in 1961 and the former Naval Air Station Miami (Marine Corps Air Station Miami) has been operated for general aviation activity since then. OPF is a designated reliever airport for MIA. OPF's property contains 1,810 acres.

The Airfield consists of three active runways. The two east-west runways are 8,002 feet and 4,306 feet long, respectively, and 150 and 100 feet wide, respectively, with one runway having two instrument landing systems ("ILS") and Category I capabilities. The southeast-northwest runway is 6,800 feet long and 150 feet wide, and also

has ILS and Category I capability. Other facilities include corporate hangars, an Aircraft Rescue and Fire Fighting building and a CBP private aircraft clearance building. In addition, third parties operate or are in the process of developing a number of the facilities at OPF including corporate hangars. The U.S. Coast Guard and Miami-Dade County Police and Fire ("Air Rescue") have operations at OPF.

At OPF, there are currently over 500 acres leased for development, the Aviation Department has taken measures to release large tracts of land held by five developers since the late 1990s, to accommodate such requests to construct hangar/office facilities, fuel farms, warehouses, retail/industrial facilities and fixed based operations. The total planned public and private investment since 2007 is approximately $127 million.

Kendall-Tamiami Executive Airport

Since its opening in 1967, Kendall-Tamiami Executive Airport ("TMB") has become one of the busiest general aviation airports in Florida. TMB is a designated reliever airport for MIA. TMB's property contains 1,360 acres.

TMB's airfield consists of three active runways: two east-west runways of 5,999 feet and 5,003 feet in length and 150 feet in width, and a southeast-northwest runway of 4,001 feet in length and 150 feet in width. The primary east-west runway is equipped with high intensity runway lighting; the secondary runways have medium intensity runway edge lighting. Facilities include T-hangar bays, corporate hangars a small restaurant, an aviation museum and office space, which have been built by the Aviation Department and private parties. The County's Police and Fire Departments' aircraft are headquartered there, and the FAA operates the air traffic control tower and the International Flight Service Station. Miami-Dade College has a satellite campus located at TMB at which it operates flight training programs. The airport also has a CBP facility to service international traffic.

In 2007, six private development projects were approved by the County. The combined projects will utilized a total of 42.15 acres. The total planned private investment as of June 2012 was approximately $14 million.

Homestead General Aviation Airport

Homestead General Aviation Airport ("X-51"), which was completed in 1963, and was rebuilt after suffering significant windstorm damage from Hurricane Andrew in 1992, serves the public, agricultural users and recreational sports aviation needs in the southern portion of the County. X-51's property contains 960 acres. Since 1992 more than five million dollars has been invested in improvements including new airfield signage and lighting, two Fixed Based Operators (FBO) and aircraft hangars.

X-51's airfield consists of three general aviation runways: an east-west runway that is 3,000 feet long and 75 feet wide, a parallel east-west grass runway that is 2,500 feet long and 150 feet wide, reserved for ultra light and glider activity, and a north-south runway that is 4,000 feet long and 100 feet wide. The main runways each have parallel lighted taxiways and medium intensity edge lighting.

The Dade-Collier Training and Transition Airport

The Dade-Collier Training and Transition Airport ("TNT'), located partially within the County and partially within Collier County, is approximately 33 miles west of the Miami International Airport, was opened on January 20, 1970, and is used for commercial air carrier and military flight training purposes. The Dade-Collier Airport property contains 24,960 acres, which includes approximately 900 acres of developed and operational land.

The Dade-Collier Airport consists of a single east-west runway (10,500 feet long and 150 feet wide), which is equipped with high-intensity lights, and pavement geometry configured for efficient operation of wide-body aircraft. The County owns all facilities at this airport, which are limited, excluding the ILS.

The undeveloped property of the Dade-Collier Airport is managed and operated by the Florida Game and Freshwater Fish Commission. Environmental concern for the safety of the Everglades resulted in the negotiations of the Everglades Jetport Pact, which is a multi-party agreement among the County, the State, and the United States

acting through the Secretary of Transportation and the Secretary of the Interior, that restricts the development of the Dade-Collier Airport to a single runway.

The County is currently examining options to determine how best to maximize revenue from these extremely environmentally sensitive premises.

Opa-locka West Airport

The Opa-locka West Airport was decommissioned in 2006. The County entered into an agreement with the Florida Department of Transportation ("FDOT") on April 23, 2008 whereby FDOT serves as the manager for the purpose of mining limestone rock at the 422-acre airport site. Under the 10-year agreement, FDOT will secure all federal, state and County rock mining permits, assist the County in obtaining a competent extraction company to mine and sell the limestone rock, and assist the County in developing a marketing program for the rock. FDOT will receive no management fee; instead, FDOT will receive a volume discount for contractors working on FDOT projects. FDOT has submitted the required permit applications to mine the limestone, including one to the U.S. Army Corps of Engineers. FDOT, along with many other mining companies in the Opa-locka West Airport area, are awaiting the outcome of federal litigation challenging the order of the U.S. Army Corps of Engineers that would allow continued limestone rock mining in the area. The federal district court struck down the permits initially, and, following a reversal of that decision by the Eleventh Circuit Court of Appeals, the same federal district court struck down the permits again. An appeal of that second decision is pending.

Meanwhile, as an interim revenue producing measure, the Aviation Department has granted a permit to an operator to conduct drag racing activities sanctioned by the International Hot Rod Association.

Airport Insurance

General Liability

The County maintains third party liability insurance coverage for bodily injury and property damage arising from aviation operations at all of its airports. The coverage limit is $500 million per occurrence, with a self-insured retention of $50,000 per occurrence, for a total annual retention aggregate of $500,000. War risk liability is included in the program with a limit of $150 million per occurrence and in the aggregate.

The general liability self-insurance program is administered by the County's Internal Services Department – Risk Management Division. The program complies with and is subject to the limitations of Florida Statutes, Section 768.28, regarding claims against governmental bodies.

Property Insurance

Most property of the Aviation Department is insured under the countywide master program (the "Countywide Master Program"), which covers most County properties subject to policy terms and conditions. The program covers physical damage to real and personal property, including boiler and machinery, flood and terrorism coverage. Related loss prevention services are also provided under this program. The property insurance coverage limit is $335 million countywide, including a $5 million deductible per occurrence for most perils. Named windstorm coverage is provided with a limit of $135 million after a deductible of $200 million. The current Countywide Master Program, is effective through April 15, 2013.

Effective April 15, 2011, the County is self-insured for runways, taxiways and aprons. There is no coverage for damage caused by named windstorms or floods. [IS THIS REASONABLE?]

Report of Insurance Consultant

The County has covenanted in the Trust Agreement to maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the Aviation Director determines, with the approval of an independent risk management consultant ("Insurance Consultant"), will afford adequate protection against loss

caused by damage to or destruction of all or any part of the Port Authority Properties and also such comprehensive public liability insurance on such properties for bodily injury and property damage and in such amounts as may be approved by the Insurance Consultant. See "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT – Insurance."

In its Trust Report and Insurance Program Review dated March 15, 2012 (the "2012 Insurance Review"), the Insurance Consultant, Siver Insurance Consultants, St. Petersburg Florida, concluded that, subject to comments included in the 2012 Insurance Review, the Aviation Department's current insurance program has made significant improvements over the past few years, and complies with the requirements of the Trust Agreement.

While the 2012 Insurance Review makes a number of recommendations, it identifies four priority recommendations, all of which reflect the fact that all property of the Aviation Department is covered by the Countywide Master Program. The priority recommendations are as follows:

(1) Provide a separate property insurance program insuring only the Aviation Department's facilities.

(2) Increase limits under the Countywide Master Program for named windstorm damage above the current limits.

(3) Decrease the deductible for named windstorm damage under the Countywide Master Program.

(4) Increase the coverage limits under the Countywide Master Program for property damage caused by terrorism above the current limits.

All such priority recommendations are subject to availability of such changes at a reasonable cost, [and the Insurance Consultant has noted that, due to the current insurance market, it does not expect the changes proposed in (2), (3) and (4) to be available at a reasonable cost [CONFIRM]]. The Aviation Director has forwarded the 2012 Insurance Review to the Trustee and Co Trustee as a part of the annual insurance report required by the Trust Agreement.

Representatives of the County, the County Internal Services Department and the Aviation Department continue to explore practical measures to address the concerns and recommendations of the Insurance Consultant. These measures include reducing the property insurance deductible, investigating other means to secure the deductible, and developing a plan for the allocation of property loss recoveries between the Airport System and other County properties. Neither the County nor the Aviation Department can, however, give any assurances that it will be practical to improve the insurance program to meet all the concerns and recommendations of the Insurance Consultant, within reasonable terms, conditions, provisions and costs.

To comply with certain federal regulations, on an annual basis, the County submits detailed information on the County's property insurance programs to and requests that the Office of Insurance Regulation of the Florida Department of Financial Services review for adequacy. If the Office of Insurance Regulation determines the Countywide Master Program is not adequate, the County must acquire additional coverage or provide the Office of Insurance Regulation with a reasonable basis for not obtaining such coverage. The Office of Insurance Regulation has never determined the Countywide Master Program to be not adequate.

AIRPORT TRAFFIC ACTIVITY

The Airport offers an extensive air service network, enhanced by multiple daily scheduled and non-scheduled flight frequencies covering nearly 150 cities on four continents. Based on Official Airline Guide data for flights scheduled from April 1, 2012 through June 30, 2012, the Airport's stronghold market, the Latin America/Caribbean region, was served by more passenger flights from the Airport than from any other U.S. airport. The Airport is a major transshipment point by air for the Americas. During 2011, the Airport handled 82% of all air imports and 81% of all air exports between the USA and the Latin American/Caribbean region. In the rankings for

calendar year 2011, the Airport was the nation's number one airport in international freight* (excluding mail) and second in international passenger traffic.

The Airport stimulates a host of industries such as tourism, the cruise industry and international banking and commerce. The Airport's activities resonate throughout the State. In calendar year 2011, the most recent period for which such information is available, the Airport was the port of entry for 69% of all international passenger traffic arriving by air to the State. In terms of trade, Department of Commerce data for 2011 showed that the Airport handled 96% of the dollar value of the State's total air imports and exports, and 42% of the State's total air and sea trade internationally. The Airport is American Airline's largest international hub operation, both for international passengers and international cargo. American Airlines accounted for approximately 63% of the enplaned passengers at the Airport during the 12 month period ended June 30, 2012 and together with its affiliate, American Eagle, approximately 68% of all enplaned passengers during such period.** See "REPORT OF THE TRAFFIC ENGINEERS."

* Airports Council International Airports Council International ("ACI") includes Anchorage International Airport ("ANC") in its rankings. MIA excludes ANC from its rankings because of ANC's particular methodology of accounting for freight. MIA's total freight only reflects enplaned and deplaned freight, while ANC chooses to include a large amount of transit (same aircraft) freight. Source: Miami-Dade County Aviation Department.

** Unless otherwise noted, statistical data in this section was compiled by the Aviation Department's Marketing Division from data collected by ACI and 2011 calendar-year traffic reports from the respective airports and is available online at http://www.miami-airport.com/html/airport_statistics_.html. As set forth more specifically therein, certain of the statistical data in the Report of the Traffic Engineers was compiled using sources other than ACI and the 2011 calendar-year traffic reports and, accordingly, the data may vary significantly.

The table set forth below provides statistical information related to the Airport's activity trends, including enplaned and deplaned passengers, landings and take-offs and enplaned and deplaned cargo.

AIRPORT TRAFFIC ACTIVITY TRENDS
MIAMI INTERNATIONAL AIRPORT
(FOR THE 12 MONTHS ENDED SEPTEMBER 30)

Fiscal Year	Total Enplaned and Deplaned Passengers	Percentage Change	Landings and Take-Offs	Percentage Change	Total Enplaned and Deplaned Cargo (Tons)	Percentage Change
2011	37,633,119	7.4%	386,233	6.3%	2,006,722	0.8%
2010	35,029,106	3.4	363,322	4.3	1,991,467	17.2
2009	33,875,470	-0.6	348,487	-7.7	1,699,219	-18.3
2008	34,065,830	2.4	377,568	-1.3	2,079,999	-0.9
2007	33,277,778	3.7	382,714	1.8	2,099,364	6.5
2006	32,094,712	3.8	376,007	-0.4	1,970,928	0.3
2005	30,912,091	2.2	377,630	-1.1	1,965,501	1.2
2004	30,244,119	2.4	381,670	0.1	1,942,119	9.4
2003	29,532,547	0.6	381,248	-1.9	1,775,087	0.7
2002	29,349,913	-11.2	388,738	-10.0	1,763,292	-4.2

Source: Miami-Dade County Aviation Department.

The wide range of international air service, along with positive international air route development programs, contribute to the Airport's importance as a worldwide international-to-international connecting hub for many air carriers. As indicated in the following table, the Airport in calendar year 2011 ranked first in the United States in the number of tons of international cargo, excluding mail, and second in the number of international passengers. These statistics, in addition to the Airport's percentage of international passengers and cargo, are summarized in the tables below:

TOP FIVE US AIRPORTS' INTERNATIONAL ACTIVITY RANKINGS
CALENDAR YEAR 2011

International Enplaned/Deplaned Passengers		International Enplaned/Deplaned Freight (U.S. Tons) [1]	
1. New York Kennedy	23,920,483	1. Miami International	1,763,690
2. Miami International	18,417,513	2. New York Kennedy	1,133,819
3. Los Angeles	16,731,324	3. Los Angeles	1,049,247
4. Newark	11,511,319	4. Chicago O'Hare	948,558
5. Chicago O'Hare	9,969,801	5. Atlanta	424,582

[1] ACI rankings include the Ted Stevens Anchorage International Airport ("ANC") in its rankings. The Airport excludes ANC from its rankings because of ANC's particular methodology of accounting for freight. The Airport's total freight reflects only enplaned and deplaned freight, while ANC chooses to include a large amount of transit (same aircraft) freight.

Source: Airports Council International and Miami-Dade County Aviation Department.

TOP TEN MARKETS AND TOTAL PASSENGERS
CALENDAR YEAR 2011

DOMESTIC		INTERNATIONAL	
City	Passengers	Country	Passengers
1. New York, New York	3,051,538	1. Brazil	1,527,749
2. Atlanta, Georgia	1,364,197	2. Mexico	1,168,301
3. Washington, D.C.	1,178,143	3. Colombia	1,031,683
4. Chicago, Illinois	1,157,849	4. United Kingdom	921,603
5. Dallas/Fort Worth, Texas	1,112,694	5. Dominican Republic	917,568
6. Los Angeles, California	1,005,354	6. Venezuela	892,036
7. Orlando, Florida	989,727	7. Canada	751,204
8. San Juan, Puerto Rico	854,497	8. Cuba	690,505
9. Boston, Massachusetts	800,892	9. Bahamas	601,775
10. Charlotte, North Carolina	600,562	10. Ecuador	599,846

Source: USDOT, T100 Database 2011

AIRPORT INTERNATIONAL ACTIVITY
PERCENTAGES OF PASSENGERS AND CARGO

Fiscal Year Ended September 30	Enplaned and Deplaned International Passengers as a Percentage of Total Passengers	Enplaned and Deplaned International Cargo as a Percentage of Total Cargo
2011	48%	88%
2010	47	88
2009	47	87
2008	47	86
2007	46	84
2006	45	84
2005	46	83
2004	46	82
2003	47	81
2002	48	80

Source: Miami-Dade County Aviation Department.

Airlines Serving the Airport

As of June 30, 2012, scheduled service was provided at the Airport by 67 airlines; of these, 44 provide domestic or international passenger or passenger-cargo combination service, and 23 provide scheduled all-cargo service. The number of carriers providing scheduled service varies monthly.

44 SCHEDULED PASSENGER/CARGO COMBINATION CARRIERS

08 U.S. Scheduled Passenger/Cargo Combination Carriers, including Commuters

American Airlines*
American Eagle*
Delta Air Lines*
IBC Airways (provides separate freighter service)
Shuttle America (United Express)
Sun Country*(1)
United Airlines*
US Airways*

36 Foreign Scheduled Passenger/Cargo Combination Carriers

Aerolineas Argentinas (Argentina)*
Aeromexico (Mexico)*
Air Berlin (Germany)*
Air Canada (Canada)*
Air France (France)*
Alitalia (Italy)*
Arkefly (Netherlands)
Avianca (Colombia)*
Avior (Venezuela)
Bahamasair (Bahamas)*
British Airways (United Kingdom)*
Caribbean Airlines (Trinidad and Tobago)*
Cayman Airways (Cayman Islands)*
COPA (Panama)*
Corsairfly (France)
Dutch Antilles Express (Curacao)
Iberia (Spain)*
Insel Air International (Curacao)
Interjet (Mexico)
LACSA (Costa Rica)*
LAN Argentina (Argentina)
LAN (Chile)*
LAN Colombia (Colombia)
LAN Ecuador (Ecuador)
LAN Peru (Peru)
Lufthansa (Germany)*
Santa Barbara Airlines (Venezuela)*
Surinam Airways (Suriname)*
Swiss International Airlines (Switzerland)*
TACA International (El Salvador)*
TACA Peru (Peru)
TAM (Brazil)*
TAP Air Portugal (Portugal)
Transaero Airlines (Russia)
Virgin Atlantic (United Kingdom)*
WestJet (Canada)

Source: Miami-Dade County Aviation Department.
* Signatory Airline
(1) These airlines generally operates flights seasonally.

23 SCHEDULED ALL CARGO CARRIERS

9 U.S. Scheduled All Cargo Carriers
ABX Air*
Ameriflight
Amerijet*
Centurion Air Cargo
DHL Express*
Federal Express (FedEx)*
Mountain Air Cargo (FedEx Feeder)
SkyLease (Tradewinds Airlines)
United Parcel Service (UPS)*

14 Foreign Scheduled All Cargo Carriers
ABSA (Brazil)
Asiana Airlines (Korea)
Cargolux Airlines Int'l (Luxembourg)
Cathay Pacific Airways (Hong Kong)
China Airlines (Taiwan)
DHL Aeroexpreso (Panama)*
Estafeta (Mexico)*
Korean Air (Korea)*
LAN Cargo (Chile)*
LANCO (Colombia)
Martinair Cargo (Holland)
Mas Air (Mexico)
Tampa Cargo (Colombia)
Transportes Aereos Bolvianos (Bolivia)

Source: Miami-Dade County Aviation Department.
* Signatory Airline

As of June 30, 2012, non scheduled service on charter authority was provided by 21 airlines, six of which provide domestic or international passenger or passenger cargo combination service, and 15 of which provide all cargo service.

21 NON SCHEDULED SERVICE CARRIERS

06 U.S. Passenger/Cargo Combination Carriers

Falcon Air Express
Miami Air International*
Sky King*(1)
Sun Air Express (dba Sun Air Int'l)
World Atlantic Airlines
Xtra Airways

12 U.S. All Cargo Carriers

Air Transport International*
Ameristar
Atlas Air*(provides separate passenger charter service)
Capital Cargo International
Florida West*
IFL Group
Kalitta Air
Martinaire Aviation
Miami Air Lease*
Prams Air*
Sky Way Enterprises
Southern Air*

3 Foreign All Cargo Carriers
Aerounion (Mexico)
Aviaieasing (Uzbekistan)
Exce Direct Aviation (Jamaica)

Source: Miami-Dade County Aviation Department.
* Signatory Airline
(1) Sky King generally operate flights seasonally.

Selected Carrier Activity

ENPLANED PASSENGERS

	Nine Months Ended June 30				Fiscal Year Ended September 30					
	2012		2011		2011		2010		2009	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
American	9,398,472	63.15	8,761,711	63.08	11,797,691	63.09	11,144,289	64.03	11,002,707	65.17
Delta	890,297	5.99	832,978	6.00	1,123,049	6.01	927,766	5.33	645,293	3.82
American Eagle	721,924	4.85	722,109	5.20	936,838	5.01	792,298	4.55	684,832	4.06
Continental	308,050	2.07	315,188	2.27	411,777	2.20	399,968	2.30	379,097	2.24
US Airways	307,102	2.06	302,001	2.17	390,611	2.09	386,785	2.22	405,872	2.40
TAM	261,095	1.75	244,153	1.76	327,869	1.75	262,031	1.50	223,292	1.32
British Airways	211,361	1.42	166,420	1.20	224,187	1.20	215,742	1.24	222,371	1.32
Avianca	207,861	1.40	213,866	1.54	290,349	1.55	273,541	1.57	276,739	1.64
Sky King	186,737	1.25	157,669	1.14	227,544	1.22	90,152	0.52	62,592	0.37
Lufthansa	143,574	0.96	151,684	1.09	193,454	1.03	159,993	0.92	147,244	0.87
All Others	2,247,098	15.10	2,021,514	14.55	2,777,751	14.85	2,752,765	15.82	2,834,060	16.79
Total	14,883,571	100.00	13,889,293	100.00	18,701,120	100.00	17,405,330	100.00	16,884,099	100.00

Source: Miami-Dade County Aviation Department.
Note: Percentages may not total 100% due to rounding.

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COMMERCIAL AIRCRAFT LANDED WEIGHT (1,000 LBS.)

	Nine Months Ended June 30				Fiscal Year Ended September 30					
	2012		2011		2011		2010		2009	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
American	11,977,614	46.91	11,538,310	47.30	15,386,003	47.32	14,995,743	48.14	14,889,853	49.35
Delta	1,088,592	4.26	1,071,863	4.39	1,429,165	4.39	1,091,452	3.50	787,667	2.61
American Eagle	797,629	3.13	821,185	3.37	1,071,462	3.29	914,073	2.94	784,413	2.60
United Parcel Service	683,925	2.68	624,449	2.56	834,917	2.57	787,486	2.53	827,834	2.74
LAN f/k/a Lan Chile	624,300	2.45	597,566	2.45	792,290	2.44	733,298	2.35	759,912	2.52
ABX Air	491,130	1.92	370,062	1.52	503,028	1.55	336,153	1.08	393,825	1.31
TAM	473,078	1.85	464,629	1.90	627,038	1.93	515,691	1.66	516,899	1.71
Federal Express	414,033	1.62	359,322	1.47	486,950	1.50	479,069	1.54	425,280	1.41
Tradewinds Airlines	396,043	1.55	341,077	1.40	466,499	1.43	0	0.00	47,352	0.16
British Airways	378,636	1.48	329,536	1.35	441,962	1.36	435,728	1.40	443,178	1.47
All Others	8,209,765	32.15	7,877,383	32.29	10,477,218	32.22	10,859,067	34.86	10,295,469	34.12
Total	25,534,745	100.00	24,395,382	100.00	32,516,532	100.00	31,147,760	100.00	30,171,682	100.00

Source: Miami-Dade County Aviation Department.
Note: Percentages may not total 100% due to rounding.

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FLIGHT OPERATIONS (TAKE-OFFS AND LANDINGS)

	Nine Months Ended June 30				Fiscal Year Ended September 30					
	2012		2011		2011		2010		2009	
	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total	Number	% of Total
American	125,469	41.93	120,310	41.16	160,456	41.55	154,000	42.39	148,023	42.47
American Eagle	36,392	12.16	37,201	12.73	48,557	12.57	40,840	11.24	34,679	9.95
Delta	15,609	5.22	15,519	5.31	21,530	5.57	14,520	4.00	9,956	2.86
United Parcel Service	5,354	1.79	5,271	1.80	6,964	1.80	6,698	1.84	7,179	2.06
US Airways	5,145	1.72	5,026	1.72	6,580	1.70	6,556	1.80	6,558	1.88
IBC Airways	5,090	1.70	5,341	1.83	7,132	1.85	5,626	1.55	6,012	1.72
Continental	4,766	1.59	5,024	1.72	6,560	1.70	6,740	1.85	6,825	1.96
LAN f.k.a. Lan Chile	3,667	1.23	3,519	1.20	4,677	1.21	4,308	1.19	4,769	1.37
ABX Air	3,659	1.22	2,772	0.95	3,768	0.98	2,518	0.69	2,950	0.85
Sky King	3,649	1.22	3,055	1.05	4,479	1.16	2,053	0.57	1,590	0.46
All Others	90,412	30.22	89,235	30.53	115,530	29.91	119,463	32.88	119,946	34.42
Total	299,212	100.00	292,273	100.00	386,233	100.00	363,322	100.00	348,487	100.00

Source: Miami-Dade County Aviation Department.
Notes: Table reflects only commercial flights and excludes military and general aviation flights. Percentages may not total 100% due to rounding.

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Air Service Incentive Program

On October 20, 2010, the Board adopted the Airport's third Air Service Incentive Program ("ASIP3") developed by the Aviation Department. ASIP3 provides incentives for air carriers to establish scheduled domestic and international passenger flights and certain seasonal passenger flights, as well as freight flights from targeted international markets, by offering credits on Landing Fees for a maximum period of 12 months. The primary goal of ASIP3 is to stimulate domestic passenger and international passenger and cargo service at the Airport, and to increase revenues at the Airport. Even with a waiver of Landing Fees, each new flight generates revenue, including, but not limited to, concourse user fees, terminal rental and other fees, and PFCs. As of June 30, 2012, Delta (US passenger carrier), and American Airlines (US passenger carrier) will be receiving aggregate landing fee benefits totaling $712,858 at the conclusion of the promotional periods.

CAPITAL IMPROVEMENT PROGRAM

Airport System Master Plan

Today's state-of-the-art Miami International Airport is rooted in the Airport System Master Plan (the "Master Plan"), which was initiated in 1994. The Capital Improvement Program (CIP), managed by the Aviation Department, has implemented the Master Plan (projects financed by third parties, such as certain tenant improvement projects, are not considered part of the CIP). The CIP consisted of a number of programs that made improvements to the airside and landside areas as well as to terminal and non-terminal (e.g., cargo and aircraft maintenance) facilities.

Summary of CIP Programs

At present, 95% of the CIP budget has been expended with most major programs completed. The only major program still in process is the North Terminal Development (NTD), although it too has over 90% of its budget expended.

The NTD area previously consisted of Concourses A, B, C and D in a pier configuration, which has been transformed into a widened linear terminal(known as Concourse D) that increased gate utilization and connection efficiencies, so as to support a major hub facility for American Airlines and its Oneworld Alliance partners. The North Terminal has 48 international/domestic swing gates, two regional jet gates, a Federal Inspection Facility (FIS) facility capable of processing over 2,000 international passengers per hour, 278 ticketing positions (including 126 self-service units), a new baggage handling system (BHS) with over 10 miles of conveyors capable of handling 6,400 bags per hour, an Automated People Mover (APM) system with capacity to carry 9,000 passengers per hour through four stations and support systems capable of handling an international hub operation of 250 flights per day or more.

The NTD construction work is in its final stages and all areas except for the FIS facility are completed and open to the traveling public. All terminal areas and gates from D1 to D60, with the exception of D26, D27 and D28 are operational. The FIS will be partially opened in the summer of 2012 and be completed by the first quarter of 2013. Gates D26-28 will be opened in conjunction with the completion of the FIS and the Phase 3 of the BHS. The BHS Phases 1 and 2 are complete and American Airlines is utilizing the system for all of its domestic and international operations. The final phase of the BHS, which is tied to the final build out of the FIS facility, is also projected for completion in the first quarter of 2013. With no claims and timely delivery of Terminal areas, gate openings and Skytrain service, NTD has received a number of awards and accolades for being one of the successful aviation projects in the Country.

The table below compares the budget and status of development for the NTD (core and support projects) from March 31, 2010, the date of the most recent status update, to June 30, 2012. The construction costs are categorized to aid in understanding the status of ongoing work versus work completed. The distinction between "core" and "support" is a holdover from the period when American Airlines managed a majority of work (deemed "core"), while the Aviation Department managed the balance of the work (deemed "support"). Approximately 94% of the $3.073 billion of the estimated cost has been expended through June 30, 2012.

NORTH TERMINAL DEVELOPMENT PROGRAM
BUDGET AND STATUS OF DEVELOPMENT
(in millions of dollars)

	March 31, 2010 Update	June 30, 2012 Update
NTD CORE PROGRAM		
To-Be-Awarded Construction	$ 0.0	$ 0.0
Ongoing Construction	$ 1,817.5*	$ 125.4*
Completed Work	$ 672.5	$ 2,470.8
Program Contingency	$ 16.0**	$ 2.2**
Professional Services	$ 346.7	$ 347.7
Subtotal NTD Core	$ 2,852.7	$2,946.1
NTD SUPPORT PROGRAM		
Completed Work	$ 22.4	$ 22.4
Other Work	$ 14.3	$ 14.3
Indirect Costs	$ 76.9	$ 76.9
Professional Services	$ 13.5	$ 13.5
Subtotal NTD Support	$ 127.1	$ 127.1
TOTAL NTD PROGRAM	$ 2,979.8	$ 3,073.2

* The major changes from March 31, 2010 to June 30, 2012 include the reconciliation of expenditures deviations in various accounting systems and replenishment of several allowance accounts ($54.4M); change orders for BHS and TWI ($16.4M); reconciliation of OCIP actuals ($2.5M); additional funds for the North Terminal Market Place ($3.3M); and settlement of contract duration for BHS ($5.9M) .

** Recent utilization of these contingency funds is mostly attributed to change orders ($5.5M) and amendments for the Baggage Handling System ($4.5M), and Terminal Wide Improvements, POJV and OCIP Premium renewal ($2.9M).

The only other programs with work to be completed include the Central Terminal for life safety and security upgrades (approximately $8 million), environmentally based projects (approximately $xx million), and security related projects (approximately $xx million). Most of this work is anticipated to be completed before the end of Fiscal Year 2013. [CONFIRM W/ MDAD WHETHER THIS IS A CIP PROJECT]

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CIP Expenditures

The following table is an overview of the status of the CIP expenditures, by major programs. As of [May 31, 2012], expenditures on all projects in the CIP totaled $6.2 billion.

CIP BUDGETS AND EXPENDITURES BY MAJOR PROGRAM [1]
(in millions)[TO BE UPDATED WITH JUNE 30, 2012 INFO]

Programs	Expended to Date (March 31, 2010)	Expended to Date (May 31, 2012)	Forecast at Completion as of May 31, 2012
Airside Program	$ 309.0	$ 352.1	$ 385.2
Terminal Facilities Program:			
North Terminal [2]	2,449.7	2,794.4	3,047.2
South Terminal [2]	1,041.9	1,037.2	1,041.1
Other Terminal Projects	453.6	459.0	476.8
Landside Program:			
Roadways & Parking	146.4	152.8	155.2
MIA Mover	98.7	271.9	284.1
Support Programs [3]	644.5	857.0	864.9
Cargo and Aircraft Maintenance Program	178.7	177.1	177.4
General Aviation Airports Program	53.0	57.7	60.1
Total CIP Budget [4], [5]	$5,375.4	6,159.2	$6,491.9

(1) All data is as of May 31, 2012. Capital projects funded by discretionary monies from the Improvement Fund are not included in this table.
(2) Includes support projects.
(3) Indirect costs are budgeted in each CIP program but actually charged to the Support Program only. For purposes of this table, most of the indirect costs that have been charged through May 31, 2012 have been allocated among the CIP program in proportion to the direct costs incurred by each program.
(4) Columns may not add due to rounding.

Long-term planning continues to be challenged by the rapidly changing aviation industry. See "CERTAIN INVESTMENT CONSIDERATIONS - Developments Affecting Air Transportation System." It is possible that some new projects not now reflected in the CIP could be added to the CIP.

FUNDING SOURCES FOR THE CIP

Funding for the CIP has been provided from proceeds of Bonds issued under the Trust Agreement, proceeds of the Double-Barreled Aviation Bonds, federal and state aviation grants, PFC revenue, a contribution from American Airlines, and interest income. The County and the Aviation Department currently expect that final funding for the CIP will be provided by federal and state aviation grants and that no further series of Bonds will be issued under the Trust Agreement for such purpose after issuance of the Series 2012 Bonds. Factors that may alter this proposed funding approach include, but are not limited to: differences in the actual amounts of federal and State grants; the risk of termination of PFCs; and the addition and deletion of projects from the CIP.

CIP FUNDING SOURCES [a]

Miami-Dade County Aviation Department
as of June 30, 2012
(in thousands)

		Funding Sources							
		Pay-as-you-go					Aviation Revenue Bonds		General Obligation Backed
Program Description	Program Total	AIP Grants	TSA OTA	FDOT Grants	PFC Revenue [b]	Other Funds [c]	Paid with PFC Revenue [d]	Paid with Airport Revenue	Paid with Airport Revenue
Airside	$ 374,284	$2217,106		$ 78,832	$ 12,675			$ 65,671	
Terminal & Concourse Facilities:									
• North Terminal [e]	2,979,776		$54,400	7,166		$105,000	$847,386	1,879,963	$ 85,861
• South Terminal [e]	1,123,655	23,206	19,120	52,087	18,731		446,256	564,255	
• Other Terminal Projects [f]	504,775	18,950		13,175	82,207			390,443	
Landside:									
• Roadways & Parking	157,384			32,107	44,103			81,174	
• MIA Mover	299,381			106,065				64,399	128,917
Support Programs	866,690	34,087	2,688	33,008	11,743			725,164	
Cargo and Aircraft Maintenance	186,943	15,389		30,425				141,129	
General Aviation Airports	58,990	21,484		6,820				30,686	
Total CIP:	$6,491,878	$330,222	$76,208	$359,685	$169,459	$105,000	$1,293,642	$3,942,884	$214,778

(a) All data is as of June 30, 2012. This table reflects only the $6.4 billion CIP forecast and excludes any capital projects paid with Reserve Maintenance Fund or Improvement Fund monies.
(b) Based on the FAA approved PFC applications (#1, #2 and Amended #3).
(c) Represents the American Airlines contribution of $105 million.
(d) Based on the FAA approved PFC application #4, which also includes the financing and issuance costs related to these programs that are not included in this table.
(e) Includes "support" projects.
(f) Includes a portion of Concourse A, Phase 1 and all of Concourse A, Phase 2.

Source: Miami-Dade County Aviation Department

Federal Grants

The Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway and Safety and Capacity Expansion Act of 1987, created the Airport Improvement Program (AIP) administered by the Federal Aviation Administration (FAA) and funded by the Airport and Airway Trust Fund financed through federal aviation user fees and taxes. Grants-in-aid funds for airport infrastructure improvements to enhance safety, security, capacity and access are made available to airport sponsors in the form of "entitlements" and "discretionary" allocations for eligible projects. The AIP "entitlement" grant amounts vary annually and are based upon an airport's level of enplaned passengers in the prior calendar year and air-cargo landed weight in the prior calendar year, the amount of funds, appropriated by Congress and any revisions to the statutory formula for calculating such funding. The AIP "discretionary" funds are selectively disbursed based on the competitiveness of the project within the national priority system established by the FAA and are also affected by Congressional actions.

The American Recovery and Reinvestment Act of 2009 (the Recovery Act), which became law in February 2009, included $1.1 billion in stimulus AIP funding through FAA discretionary grants with priority projects expected to be completed within two years of enactment. The Opa-Locka New Airport Control Tower received $1,882,128 in stimulus monies.

On February 14, 2012, the FAA Modernization and Reform Act of 2012 was signed into law (Pub. L.112-95). This is a four-year reauthorization, retroactive to the beginning of the Fiscal Year (October 1, 2011). Passage of this bill provides stability and predictability for the AIP program for the next 4 years. Furthermore, it provides tools such as "multi-year" grants that allows an airport to commence projects and be confident that future funding will be available to the complete the projects. The bill authorizes $3.35 billion dollars for AIP. This is less than the previous years when AIP was $3.5 billion. The overall reduction in AIP funding will result in less overall discretionary funds being available.

Federal aviation grants apportioned (for entitlements) and awarded (for discretionary) to the County for the last five Fiscal Years are as follows:

	Entitlement		Discretionary	Total
Fiscal Year	(Passenger)	(Cargo)		
2012	$3,009,000			$ 3,009,000
2011	3,462,000			3,462,000
2010 [1]			$ 8,540,000	8,540,000
2009	6,364,043	$5,757,575	13,435,528	25,557,146
2008	3,466,041	4,348,557	4,000,000	11,814,598

[1] A portion of the Fiscal Year 2010, 2011 grant funds were rolled over for Fiscal Year 2012.

Source: FAA website and Miami-Dade County Aviation Department.

In Fiscal Years 2010 and 2011, the Aviation Department requested to FAA to roll over entitlement funds to Fiscal Year 2012 because the Department had planned to proceed with the design and construction of MIA Runway 12/30 and Taxiways "P", "Q" and "R" rehabilitation project. The Program Verification Report project cost estimate is $45.4 million in 2012 dollars to reflect current market values for the South Florida area airport construction. FAA will contribute 75% of the project costs in a multi-year grant agreement.

State Grants

Aviation projects throughout the state are funded by the State through fuel taxes. Approximately 60% of state airport funding comes from the aviation fuel tax, with the remaining 40% generated by highway fuel taxes. State funding of aviation projects is made through the Florida Department of Transportation (FDOT) under Chapter 332 of the Florida Statutes. Florida's aviation grant funds are non-competitive grants for non-exclusive use capital projects that are similar to the scope and eligibility criteria of projects eligible for FAA funding. These grants are generally used to supplement federal and local funds by providing 50% of the County's local share of eligible

project costs at the Airport and at the general aviation airports when federal funds are available or 50% of the County's eligible project costs at MIA and 80% at the general aviation airports when federal funds are not available. FDOT personnel are authorized to commit State aviation grant funds through its five-year capital improvement program, known as the five-year work plan, to publicly owned, public use airports in the State. FDOT bases its grant allocations on FDOT funding policies that give priority to matching federal funds and projects involving safety, security, preservation and maintenance of facilities and capacity.

All FDOT grants received by the County for the last five Fiscal Years are as follows:

Fiscal Year	AIP	Discretionary	Total Collected
2012	$6,705,700	$2,350,191	$9,055,891
2011	6,508,296	8,140,000	14,648,296
2010	6,897,000	9,698,000	16,595,000
2009	3,000,000	5,993,000	8,993,000
2008	5,949,000	6,361,000	12,310,000

N/A = Not applicable

The County's five-year work plan for Fiscal Years 2013 through 2017 contemplates the receipt of FDOT aviation grants between $93.0 million and $93.8 million. In earlier 5-year work programs, FDOT allocated $80 million, which was increased in 2012 to $105 million, including the value of certain work performed by FDOT and therefore not in the CIP, for the MIA Mover Design, Build, Operate and Maintain Project through a requested reallocation of funds in the approved five-year work program. In addition, FDOT has allocated grant funds in the amount of $48.5 million for the construction of the MIA Central Boulevard Widening, Re-alignment and Service Loop Project under a Joint Participation Agreement pursuant to which MDX is assuming the cost of the project in exchange for a perpetual easement and assignment of the FDOT grant to MDX. Over the last two fiscal years, the State budget deficit caused FDOT to reduce its statewide funding commitments under its Five Year Work Program by an estimated $2.5 billion, resulting in FDOT reducing the Aviation Department's work-program allocation by $19.5 million through FY 2014. The County has amended the five-year work plan as needed, to reprioritize projects to fund projects that are the most readily feasible.

To date, as the FDOT reductions have taken place in consultation with the Aviation Department, the reductions have had no material impact on the current CIP funding, as most of the reductions were taken from projects that are not funded in the CIP and lack the local share apportionment.

Passenger Facility Charges

The Airport currently collects passenger facility charges ("PFCs") with a charge of $4.50 on each passenger enplaned on an air carrier at the Airport, subject to certain limitations. PFCs must be used to finance specific eligible projects as described below. Currently, PFCs are capped at $4.50 per segment of flight (up to a maximum of $18.00 on round trip). In the past, proposed federal legislation has contemplated an increase to $7.00 per segment, but to date, no such increase has been authorized. See "CERTAIN INVESTMENT CONSIDERATIONS – Federal Legislation."

The amount of actual PFC revenues will vary depending on actual levels of passenger enplanements at the Airport and, accordingly, no assurance can be given as to the timing or amount of PFC revenues that will be available. The FAA may terminate the Aviation Department's ability to collect PFCs if the FAA determines that the Aviation Department is in violation of the PFC Act or the regulations promulgated under the PFC Act ("PFC Regulations") or certain provisions of the Airport Noise and Capacity Act of 1990 (the "Noise Act"). Both the PFC Regulations and the Noise Act, however provide procedural safeguards that limit the FAA's ability to summarily terminate the Aviation Department's ability to impose PFCs.

Under the PFC Regulations, PFC revenues can only be used to pay the costs of approved projects or debt service and financing costs associated with bonds issued for such projects. PFC revenues are currently not defined as Revenues under the Trust Agreement and must be applied specifically as required by the PFC Regulations. Accordingly, PFC revenues are not pledged to or held by the Trustee for the benefit of the owners of the Bonds

unless and until they are specifically pledged pursuant to a resolution of the Board. However, the County intends to continue its current practice of depositing a portion of the PFCs into the Sinking Fund at the beginning of each Fiscal Year, which is credited against the Principal and Interest Requirements on the Bonds for that particular Fiscal Year. Under the definition of Principal and Interest Requirements in the Trust Agreement, the County is allowed to exclude from the computation of Principal and Interest Requirements any funds set aside or deposited for purposes of paying debt service in that Fiscal Year. Therefore, in calculating its rate covenant requirement, the County reduces the Principal and Interest Requirements by the amount of PFC revenue set aside per the Annual Budget for debt service payment in that Fiscal Year thus reducing the coverage amount otherwise required.

The Aviation Department transferred $85 million in PFC revenues to the Sinking Fund for payment of the Fiscal Year 2012 Principal and Interest Requirement, with such revenues primarily generated from PFCs collected in the prior fiscal year. The balance in the PFC Revenue Account as of June 30, 2012 was $94,665,937.

The FAA authorized the Aviation Department to impose a PFC of $3 per passenger commencing November 1, 1994. On October 21, 2001, the FAA approved a PFC collection level of $4.50 with an effective date of January 1, 2002. On December 2002, the FAA approved an application that enables the Aviation Department to use PFC revenues to pay debt service related to the North and South Terminal Programs.

The Aviation Department has been authorized to collect PFCs in the estimated aggregate amount of $2.6 billion. The authorization is currently scheduled to expire in October 2035. The amount of PFC collections from inception through June 30, 2012 was $865.0 million and with interest was $936.1 million. Of this amount, the Aviation Department has expended $837.0 million as of June 30, 2012. Under generally accepted accounting principles, PFCs are reported as non-operating revenues. Aviation Department annual PFC collections since inception through September 30, 2011, along with Fiscal Year to date ("FYTD") through June 30, 2012 are as follows:

Fiscal Year	PFC Collections
1995	$24,338,247
1996	38,187,434
1997	35,491,604
1998	36,424,124
1999	39,164,381
2000	35,707,692
2001	37,298,407
2002	42,868,403
2003	50,746,842
2004	53,877,379
2005	53,969,695
2006	51,978,979
2007	59,295,761
2008	60,822,212
2009	58,476,343
2010	61,682,383
2011	67,376,838
FYTD 2012	57,251,051

The forecast PFC revenue, which does not take into account any increase in the authorized PFC collection rate, for Fiscal Year 2012 through Fiscal Year 2020 as determined by the Traffic Engineers based on its underlying enplaned passenger forecast during this period (see "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS") is as follows:

Fiscal Year	Estimated PFC Revenue To Be Collected
2012	[to come]
2013	
2014	
2015	
2016	
2017	
2018	

Other Revenues

American Airlines has agreed to contribute $105 million toward the costs of settling claims and completing NTD. Its contribution will be paid over 10 years effective July 1, 2005 as delineated in the Claims Administration Agreement between American Airlines and the County and acknowledged by American Airlines in the First Amendment to its AUA. If American Airlines fails to make any payment according to schedule, the Amendment to the AUA provides that the County shall be entitled to recover the unpaid balance of the $105 million payment through a surcharge due by American Airlines for its use of facilities at MIA. As of June 30, 2012, the Aviation Department had received $90 million from American Airlines.

In Fiscal Year 2006, TSA issued a $20 million "other transaction agreement" (OTA) for in-line EDS for the South Terminal. The County received $19.7 million, which represented the full amount of reimbursable costs for the OTA. In Fiscal Year 2008, TSA committed a $54.4 million OTA for in-line EDS and security enhancements of the baggage handling and gate delivery system for the North Terminal Program, of which $32.8 million has been received through June 30, 2012.

Bond Authorizations

[Ordinances previously enacted by the Board have authorized the issuance of up to $6.2 billion in aviation revenue bonds, of which approximately $5,844,535,000 will have been issued [after] the issuance of the Series 2012 Bonds, with the remaining $355,465,000 authorized but not issued to fund projects at the Airport. The issuance of aviation revenue bonds beyond the authorized amounts would require enactment of an additional ordinance or ordinances by the Board. Refunding bonds are not limited by such authorizations.]

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AVIATION DEPARTMENT FINANCIAL INFORMATION

The financial exhibits in "APPENDIX A – REPORT OF THE TRAFFIC ENGINEERS" set forth the forecasted operating results of the Port Authorities Properties. The tables included in this section present a summary of the historical operating results of the Port Authority Properties for Fiscal Year 2007 through Fiscal Year 2011 and for the nine-month periods ended June 30, 2012 and 2011.

Historical Financial Results

The following table presents a summary of revenues and expenses from Port Authority Properties for the five fiscal years ended September 30, 2011 and for the nine-month periods ended on June 30, 2012, and June 30, 2011, and includes debt service coverage ratios for the five fiscal years. The method of presentation required under the Trust Agreement and presented in the following table is on a cash basis, which differs from the Aviation Department's financial statements, which are prepared on an accrual basis in accordance with generally accepted accounting principles. The numbers in the summary do not constitute part of the audited financial statements of the Aviation Department. Attached as APPENDIX B are audited financial statements for the Aviation Department for the Fiscal Years ended September 30, 2011 and September 30, 2010.

The information for the nine-month periods ended June 30, 2012 and 2011 respectively is unaudited. Operating results for the nine-month period ended June 30, 2012, are not necessarily indicative of the results that may be expected for the entire year ending September 30, 2012. The data should be read in conjunction with the financial statements and related notes included in "APPENDIX B - AUDITED FINANCIAL STATEMENTS."

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PORT AUTHORITY PROPERTIES
HISTORICAL OPERATING RESULTS
(in thousands)*
(Cash Basis)

	Nine Months Ended June 30 (Unaudited)		Fiscal Year Ended September 30				
	2012	2011	2011	2010	2009	2008	2007
MIA Aviation Fees	$320,957	$303,805	$385,669	$331,833	$311,888	$322,975	$300,738
Commercial Operations:							
Management Agreements	$ 68,719	$ 58,685	$ 80,589	$ 72,968	$ 72,628	$ 77,158	$ 78,885
Concessions	124,837	107,621	146,590	110,855	99,096	99,335	91,629
Total Commercial Operations	$193,556	$166,306	$227,179	$183,823	$171,724	$176,493	$170,514
Rentals	$ 88,133	$ 77,817	$ 102,947	$ 99,688	$ 95,626	$ 97,369	$ 93,118
Other Revenues	8,769	10,423	17,886	16,868	17,885	22,438	21,783
Sub-total Revenues	$611,415	$558,351	$733,681	$632,212	$597,123	$619,275	$586,153
General Aviation Airports	5,119	4,510	6,315	6,135	4,758	4,373	5,616
Gross Revenues	$616,534	$562,861	$739,996	$638,347	$601,881	$623,648	$591,769
Expenses:							
Current Expenses	$201,375	$191,272	$298,309	$293,456	$300,079	$311,914	$285,244
Current Expenses under Mgmt. Agmt.	23,644	24,517	41,139	28,779	27,944	31,557	29,654
Current Expenses under Oper. Agmt.	25,873	24,232	34,090	39,398	39,491	35,092	31,307
Total Current Expenses	$250,892	$240,021	$373,538	$361,633	$367,514	$378,563	$346,205
Net Revenues:	$365,642	$322,840	$366,458	$276,714	$234,367	$245,085	$245,564
Less: Reserve Maintenance Fund Deposit	12,000	25,000	25,000	19,250	15,000	23,000	17,000
Net Revenues After Deposits	$353,642	$297,840	$341,458	$257,464	$219,367	$222,085	$228,564
Total Debt Service	N/A	N/A	$329,035	$284,044	$251,049	$229,984	$230,239
Less: PFC Revenue (used for d/s)	N/A	N/A	100,000	100,000	100,000	81,608	73,641
Debt Service	N/A	N/A	$229,035	$184,044	$151,049	$148,376	$156,598
Debt Service Coverage[1][2]	N/A	N/A	1.49x	1.40x	1.45x	1.50x	1.46x

(1) During each Fiscal Year, certain monies from the previous Fiscal Year remaining in the Improvement Fund are deposited in the Revenue Fund. The amount of such deposit is included as Revenues and is required by the AUA to be taken into account in determining the amount of the landing fee rate required for the next succeeding Fiscal Year.

(2) Calculated in accordance with the Trust Agreement by dividing Net Revenues after deposits by the required Debt Service amount.

* Numbers may not total due to rounding.

N/A = not applicable.

Source: Miami-Dade County Aviation Department.

Six Months Ended March 31, 2010

For the six months ended March 31, 2010, the significant items affecting the financial results were:

- Aviation fees, consisting mostly of landing fees, increased during the six month period ending March 31, 2010 when compared to the same period ending March 31, 2009 by $14.6 million, or 8.6%. This increase was primarily due to an increase in the landing fee rate charged to MIA air carriers from $1.18 in Fiscal Year 2009 to $1.92 in Fiscal Year 2010. Total commercial operation and rental revenues also increased during the six month period ending March 31, 2010 when compared to the same period ending March 31, 2009 by $5 million, or 3.6%, primarily attributable to increased concession revenue, including increased rental car, food and beverage and retail revenues, as well as increased terminal-related rental revenues.

- Expenses during the six month period ending March 31, 2010 when compared to the same period ending March 31, 2009 remained flat.

Fiscal Year 2009

For Fiscal Year 2009, the significant items affecting the financial results were:

- Aviation fees decreased in Fiscal Year 2009 when compared to Fiscal Year 2008 by $11 million, or 3.4%. The Landing Fee rate charged to MIA air carriers decreased from $1.94 in Fiscal Year 2008 to $1.18 in Fiscal Year 2009, primarily due to an increase in surplus monies from Fiscal Year 2008 that were transferred back to the Revenue Fund in Fiscal Year 2009 and served as an offset to the landing fee requirement. In addition, aviation fees declined due the decrease in the Reserve Maintenance Fund deposit from $23 million to $15 million.

- As part of its agreement to relinquish program management control over the North Terminal, American Airlines agreed to contribute $105 million over a ten-year period of annual payments so as to pay claims and construction costs related to the NTD capital project. In accordance with this agreement, American Airlines has made $60 million in payments to the Aviation Department including $15 million in June 2005, $15 million in July 2006, $10 million in July 2007, $10 million in July 2008 and $10 million in 2009.

- The Aviation Department's discretionary cash position decreased in Fiscal Year 2009 as noted below, primarily due to lesser revenues being received from landing fees and lesser surplus build-up in the Improvement Fund than in prior years. As of September 30, 2009, September 30, 2008 and September 30, 2007, the Aviation Department's operating cash position was as follows:

	2009	2008	2007
Revenue Fund [1]	$ 51,372,019	$ 66,740,051	$ 59,396,481
Reserve Maintenance Fund	28,798,565	32,949,068	29,047,384
Improvement Fund [2]	116,383,418	137,233,412	125,594,816
Total	$196,554,002	$236,922,531	$214,038,681

(1) Includes the operating reserve requirement, which, as required by the Trust Agreement, was based on 14.0% of the Current Expense annual budget amount in 2009 and 13.5% of the Current Expense annual budget amount in 2008 and 2007. However, for Fiscal Year 2007, the amount includes $23 million earmarked for a transfer to the Revenue Fund on 09/28/2007 that was in fact recorded and applied for purposes of the Trust Agreement on 10/01/2007, which was the first day of Fiscal Year 2008.

(2) The Fiscal Year 2007 amount includes $64.1 million that was transferred to the Revenue Fund in Fiscal Year 2008. The Fiscal Year 2008 amount includes $72.0 million that was transferred to the Revenue Fund in Fiscal Year 2009. $57.2 million of the Fiscal Year 2009 balance is earmarked to be transferred in Fiscal Year 2010. All of these transfers are required per the AUA.

In September 2009, the Board approved the Aviation Department's Fiscal Year 2010 budget. This budget reflects the Aviation Department's expectation of a 2.4% increase in passengers or 17.0 million enplaned

passengers; an increase of 2.5% in landed weight; an $18.7 million or 4.5% decrease in Current Expenses, primarily attributable to a $7.5 million or 5.1% reduction in Salaries and Fringes due to a reduction of 79 positions; a $7.1 million or 10.9% reduction in Outside Contracts; use of $100.0 million in PFC revenues to pay debt service (compared to $100.0 million used in Fiscal Year 2009); and a increase from $15.0 million to $19.25 million in the annual deposit to the Reserve Maintenance Fund.

During Fiscal Year 2007, the Aviation Department, in conjunction with other County departments, implemented Enterprise Resource Planning ("ERP"), a new financial system. ERP is an integrated software platform that runs on a single database and enables the Aviation Department to replace its financial systems with a fully integrated suite of financial applications that will produce more timely and valuable financial data. In addition, ERP gives the Aviation Department more flexibility in producing financial reports and makes data more readily available through the internet to all authorized users. The total estimated budget for the project is approximately $12 million. Approximately $8 million of the costs were financed in Fiscal Year 2007 with a loan from the Sunshine State Financing Commission. The repayment of the Sunshine State loan is not secured by Revenues or any other revenues of the Aviation Department and is being made with monies deposited into the Improvement Fund. Two million dollars for ERP has been included in the Current Expense budgets for Fiscal Years 2009 and 2010.

Commercial Operations Revenues at the Airport

In the six months ended March 31, 2010, the Aviation Department received $90.5 million in commercial revenues as compared to $89.1 million in six months ended March 31, 2009. Revenues for the six months ended March 31, 2010 in the major categories include $17.6 million in parking revenues and $14.3 million in rental car revenues. In this period, retail concessions generated approximately $6.7 million in total sales under a management agreement and the Hotel and related Top-of-the-Port Restaurant generated $6.3 million in revenues.

The Aviation Department received $171.7 million in commercial revenues in Fiscal Year 2009, as compared to $176.5 million in Fiscal Year 2008. The decrease in revenues reported reflects a decrease in revenues from the parking management agreement of $4.2 million. Fiscal Year 2009 revenues in the major categories include $37.4 million in parking revenues and $25.1 million in rental car revenues. Retail concessions generated approximately $10.6 million in total sales under a management agreement. The Hotel and related Top-of-the-Port Restaurant generated $12.9 million in revenues in Fiscal Year 2009.

Other Post Employment Benefits

In June 2004, the Governmental Accounting Standards Board ("GASB") issued Statement No. 45 ("GASB 45"), which addresses how state and local governments should account for and report their costs and obligations related to post-employment health care and other non-pension benefits referred to as other post employment benefits ("OPEB"). GASB 45 generally requires that state and local government employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner they currently do for pensions. Annual OPEB costs for most state and local government employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. The provisions of GASB 45 establish disclosure requirements for information about the plans in which an employer participates, the funding policy followed, the actuarial valuation process and assumptions, and for certain employers, the extent to which the plan has been funded over time.

The County provides paid medical and dental plans to active employees of the County. The County has approximately 37,000 active employees. The County also provides retirees the opportunity to participate in the group employee health plans. The County has approximately 1,600 pre-age 65 and approximately 1,900 post-age 65 retired employees participating in the plans. Employees who retire and begin receiving benefits under the Florida Retirement System and who were participants in the existing medical plan at the time of retirement are entitled to participate in the plan. The County contributes to both the pre-65 and post-65 retiree medical coverage. Retirees pay the full cost of dental coverage. Medical contributions vary based on plan and tier selected by the retiree. The County also provides paid health benefits to elected officials, employees who were offered an early retirement program, retirees who were injured in the line of duty and meet requirements defined in collective bargaining agreements, as well as a very small group of executive level employees.

GASB 45 reporting requirements became effective with the County's Fiscal Year ending September 30, 2008. An actuarial study estimated the County's OPEB liability to be $300.8 million as of October 1, 2008 and the annual OPEB cost to be $28.8 million (assuming a 30-year amortization and level percentage of payroll, closed, amortization method, 4.75% discount rate). The accrued actuarial OPEB liability estimated for the approximate 1,270 eligible employees of the Aviation Department is $11.8 million and the annual OPEB cost is $1.112 million. Currently, the County's policy is to fund the benefits on a pay-as-you-go basis and those estimates assume the County will continue that policy. As of September 30, 2009, no assets have been segregated and restricted to provide postretirement benefits. During the fiscal years ended September 30, 2009 and 2008, the County contributed $21.8 million and $11.3 million, respectively, towards retirees' medical benefits on the pay-as-you-go basis, of which $836,000 and $371,000, respectively, was allocated to the Aviation Department. The Aviation Department reported an OPEB liability of $956,000 and $679,000 as of September 30, 2009 and 2008 respectively.

[DISCUSS FURTHER DISCLOSURE REGARDING PENSION FUNDING AND LIABILITY]

REPORT OF THE TRAFFIC ENGINEERS

[TO BE UPDATED]

The Report of the Traffic Engineers (the "Series 2012 Report") included in APPENDIX A to this Official Statement was prepared by Jacobs Consultancy, Inc. (the "Traffic Engineers") in connection with the issuance of the Series 2012 Bonds. The Series 2012 Report should be read in its entirety for an understanding of the information and underlying assumptions. The Series 2012 Report includes an examination of the underlying economic base of the Air Trade Area, analyses of historical and projected air traffic activity at the Airport, a description of planned new facilities and various financial analyses, including a computation of debt service coverage ratios during the forecast period (Fiscal Year 2012 through Fiscal Year 2018, inclusive). The Series 2012 Report concluded, based on various assumptions described in the Series 2012 Report, that the Aviation Department would generate Revenues sufficient to satisfy the requirements of the Rate Covenant under the Trust Agreement during the forecast period.*

Set forth below is a chart reflecting the projected debt service coverage for the Port Authority Properties based on the $6.492 billion current CIP spending plan. The payment of debt service on the Double-Barreled Aviation Bonds is treated as an expense in the following chart.

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RATE COVENANT COMPLIANCE – AVIATION REVENUE BONDS

Miami-Dade County Aviation Department
For Fiscal Years Ending September 30
(dollars in thousands)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by Aviation Department, as described in the accompanying test. Inevitably, some of the assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Estimated	Forecast							
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Rate Covenant compliance									
Revenues	$ 638,086	$ 727,055	$ 860,137	$ 895,000	$ 928,932	$ 960,705	$ 1,003,640	$ 1,057,879	$ 1,112,770
Current Expenses	(378,062)	(419,210)	(465,021)	(492,412)	(521,504)	(552,409)	(585,245)	(620,139)	(657,230)
Net Revenues	$ 260,024	$ 307,845	$ 395,116	$ 402,587	$ 407,427	$ 408,296	$ 418,396	$ 437,739	$ 455,540
Reserve Maintenance Fund	(19,250)	(25,000)	(20,850)	(21,675)	(22,550)	(23,905)	(25,350)	(26,875)	(29,025)
1.20 X Principal and Interest Requirements (a)	(220,853)	(274,843)	(348,250)	(356,713)	(359,209)	(361,688)	(370,004)	(387,439)	(402,653)
Reserve Account	-	-	-	-	-	-	-	-	-
Must not be less than zero	$ 19,921	$ 8,003	$ 26,016	$ 24,199	$ 25,668	$ 22,703	$ 23,042	$ 23,426	$ 23,862
Additional information									
Net Revenues	$ 260,024	$ 307,845	$ 395,116	$ 402,587	$ 407,427	$ 408,296	$ 418,396	$ 437,739	$ 455,540
Reserve Maintenance Fund	(19,250)	(25,000)	(20,850)	(21,675)	(22,550)	(23,905)	(25,350)	(26,875)	(29,025)
Reserve Account	-	-	-	-	-	-	-	-	-
Subtotal	$ 240,774	$ 282,845	$ 374,266	$ 380,912	$ 384,877	$ 384,391	$ 393,046	$ 410,864	$ 426,515
Principal and Interest Requirements	184,044	229,035	290,208	297,261	299,341	301,407	308,336	322,866	335,544
Debt service coverage ratio (b)	1.31	1.23	1.29	1.28	1.29	1.28	1.27	1.27	1.27

(a) Net of PFCs deposited in the Sinking Fund.
(b) Calculated pursuant to Section 501 of the Trust Agreement, where a ratio no less than 120% demonstrates compliance to the Rate Covenant.

Also presented below is a chart depicting the projected cost per enplaned passenger for the Port Authority Properties during the forecast period.

	Passenger Airline Payments	Enplaned Passengers	Cost per Enplaned Passenger
		(in thousands)	
	[A]	[B]	[A]/[B]
2010	$307,881	17,070	$18.04
2011	390,643	17,628	22.16
2012	509,197	18,106	28.12
2013	523,148	18,562	28.18
2014	546,437	18,975	28.80
2015	569,702	19,367	29.42
2016	602,833	19,767	30.50
2017	645,120	20,169	31.99
2018	684,261	20,584	33.24

The Series 2012 Report was based on a number of assumptions and contains projections and statements relating to operating and financial results that may not be realized. The assumptions used reflect the best information available to the Aviation Department and reliance on the knowledge and experience of the Traffic Engineers. Investors should review carefully the assumptions in the Series 2012 Report, which includes assumptions made by the Financial Advisor about the principal amount of and interest rate on debt to be issued during the period of the forecast and on estimates of CIP costs and schedule provided by the Aviation Department. The Aviation Department's future operating performance, including enplaned passengers, and financial performance, however, may vary from the projections and such variances may be material. Among other things, the Series 2012 Report assumed the issuance of future debt by the Aviation Department at particular interest rates and the completion of certain planned construction at assumed costs. The Series 2012 Report also assumed only the cost of constructing the components of the CIP then planned by the Aviation Department and the issuance of the debt necessary to finance such projects. It assumed that no additional projects would be financed with bonds payable from Revenues of the Aviation Department during the forecast period.

Various factors may adversely affect the ability of the Aviation Department to achieve the projections in the Series 2012 Report, including, without limitation, the Aviation Department's ability to incur debt at assumed interest rates and unexpected construction delays or cost increases (which may reflect special costs of the Aviation Department's projects as well as general increase in construction costs). Such projections also may be affected by the factors affecting the Airport and the airline industry in general. See "DEVELOPMENTS AFFECTING THE AIR TRANSPORTATION SYSTEM" and "CERTAIN INVESTMENT CONSIDERATIONS."

The Series 2012 Report has been included herein in reliance upon the knowledge and experience of Jacobs Consultancy, Inc. as the Traffic Engineers. As noted in the Series 2012 Report, any forecast is subject to uncertainties. Therefore, there are likely to be differences between forecast and actual results, and those differences may be material. The Series 2012 Report should be read in its entirety for a complete understanding of its contents. See the information regarding forward looking statements on the disclaimer page at the beginning of this Official Statement.

COUNTY INVESTMENT POLICY

Pursuant to Florida Statutes, Section 218.45, which requires a written investment policy by the Board, the County adopted an investment policy (the "Investment Policy") which applies to all funds held by or for the benefit

of the Board in excess of those required to meet short-term expenses, except for proceeds of bond issues (including the Series 2012 Bonds) which are specifically exempted by Board ordinance or resolution.

The primary objectives of the Investment Policy, listed in order of importance are:

1. the safety of principal;

2. the liquidity of funds; and

3. the maximization of investment income.

The Investment Policy limits the securities eligible for inclusion in the County's portfolio to a maximum maturity of five years. The Investment Policy allows investments in repurchase agreements with a maximum length to maturity of 14 days from the date of purchase; the collateral shall be "marked to market" as needed.

To enhance safety, the Investment Policy requires the diversification of the portfolio to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which the instruments are bought and sold. The Investment Policy also requires the monthly performance reports to be presented to the County Clerk and to the County's Finance Director, quarterly performance reports to be submitted to the Investment Advisory Committee and an annual report to be presented to the Board within 120 days of the end of the Fiscal Year.

The Investment Policy may be modified by the Board as it deems appropriate to meet the needs of the County.

TAX MATTERS

The following discussion is a summary of the opinions of Bond Counsel to the County that are to be rendered on the tax status of interest on the Series 2012A Bonds and the Series 2012B Bonds (together, the "Series 2012 Bonds") and of certain federal income tax considerations that may be relevant to prospective purchasers of the Series 2012 Bonds. This summary is based on existing law, including current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), existing and proposed regulations under the Code, and current administrative rulings and court decisions, all of which are subject to change.

Upon issuance of the Series 2012 Bonds, Bond Counsel to the County will provide their opinions, expected to be in the proposed forms set forth in APPENDIX E hereto, to the effect that, under existing law, (i) interest on the Series 2012A Bonds is excluded from gross income for federal income tax purposes, except for any period during which such Series 2012A Bonds are held by a person who is a "substantial user" of the facilities financed or a "related person," as those terms are used in Section 147(a) of the Code, but is an item of tax preference in calculating the federal alternative minimum tax liability of individuals, trusts, estates and corporations, and (ii) interest on the Series 2012B Bonds is excluded from gross income for federal income tax purposes, and is not included in the computation of the federal alternative minimum tax imposed on individuals, trusts, estates and, except as provided in the following paragraph, corporations.

For corporations only, the Code requires that alternative minimum taxable income be increased by 75% of the excess (if any) of the corporation's adjusted current earnings over its other alternative minimum taxable income. Adjusted current earnings include interest on the Series 2012B Bonds. An increase in a corporation's alternative minimum taxable income could result in imposition of tax to the corporation under the corporate alternative minimum tax provisions of section 55 of the Code.

The foregoing opinions will assume compliance by the County with certain requirements of the Code that must be met subsequent to the issuance of the Series 2012 Bonds. The County will certify, represent and covenant to comply with such requirements. Failure to comply with such requirements could cause the interest on the Series 2012 Bonds to be included in gross income, or could otherwise adversely affect such opinions, retroactive to the date of issuance of the Series 2012 Bonds.

Certain of the Series 2012 Bonds (the "Discount Bonds") are being offered and sold to the public in their original public offering at an original issue discount. Generally, original issue discount is the excess of the stated redemption price at maturity of any Discount Bond over the issue price of the Discount Bond. Bond Counsel have advised the County and the Underwriters that, under existing laws and to the extent interest on any Discount Bond is excluded from gross income for federal income tax purposes, the original issue discount on any such Discount Bond that accrues during the period such person holds the Discount Bond will be treated as interest that is excluded from gross income for federal income tax purposes with respect to such holder, and will increase such holder's tax basis in any such Discount Bond. Purchasers of any Discount Bond should consult their tax advisors regarding the proper computation and accrual of original issue discount. In particular, purchasers of any Series 2012A Bonds should be aware that the accrual of original issue discount in each year may be treated as an item of tax preference in calculating any alternative minimum tax liability.

If a holder purchases a Series 2012 Bond for an amount that is greater than its stated redemption price at maturity, such holder will be considered to have purchased the Series 2012 Bond with "amortizable bond premium" equal in amount to such excess. A holder must amortize such premium using a constant yield method over the remaining term of the Series 2012 Bond, based on the holder's yield to maturity. As bond premium is amortized, the holder's tax basis in such Series 2012 Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or other disposition of the Series 2012 Bond prior to its maturity. No federal income tax deduction is allowed with respect to amortizable bond premium on a Series 2012 Bond. Purchasers of the Series 2012 Bonds with amortizable bond premium should consult with their own tax advisors regarding the proper computation of amortizable bond premium and the state and local tax consequences of owning such Series 2012 Bonds.

The opinions of Bond Counsel also will provide to the effect that, under existing law, the Series 2012 Bonds and the income thereon are not subject to taxation under the laws of the State of Florida, except estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein.

Other than the matters specifically referred to above, Co-Bond Counsel will express no opinions regarding the federal, state, local or other tax consequences of the purchase, ownership and disposition of the Series 2012 Bonds. Prospective purchasers of the Series 2012 Bonds should be aware, however, that the Code contains numerous provisions under which receipt of interest on the Series 2012 Bonds may have adverse federal tax consequences for certain taxpayers. Such consequences include the following: (1) Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Series 2012 Bonds or, in the case of financial institutions, a portion of a holder's interest expense allocated to interest on the Series 2012 Bonds; (2) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B)(i) reduces the deduction for loss reserves by 15% of the sum of certain items, including interest on the Series 2012 Bonds; (3) interest on the Series 2012 Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code; (4) passive interest income, including interest on the Series 2012 Bonds, may be subject to federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income; and (5) Section 86 of the Code requires recipients of certain Social Security and certain railroad retirement benefits to take into account, in determining the inclusion of such benefits in gross income, receipts or accrual of interest on the Series 2012 Bonds.

The IRS has an ongoing program of auditing state and local government obligations, which may include randomly selected bond issues for audit, to determine whether interest paid to the holders is properly excludable from gross income for federal income tax purposes. It cannot be predicted whether the Series 2012 Bonds will be audited. If an audit is commenced, under current IRS procedures the holders of the Series 2012 Bonds may not be permitted to participate in the audit process. Moreover, public awareness of an audit of the Series 2012 Bonds could adversely affect their value and liquidity.

Bond Counsel to the County will render their opinions as of the issuance date, and will assume no obligation to update their opinions after the issuance date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. Moreover, the opinions of Bond Counsel are not binding in the courts

on the IRS; rather, such opinions represent Bond Counsel's legal judgment based upon their review of existing law and upon the certifications, representations and covenants referenced above.

Amendments to federal and state tax laws are proposed from time to time and could be enacted, and court decisions and administrative interpretations may be rendered, in the future. For example, the Obama Administration recently released a legislative proposal which, for tax years beginning on or after January 1, 2013, could result in additional federal income tax being imposed on certain holders of state or local obligations, including the Series 2012 Bonds, if enacted. Other proposal have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on state and local obligations such as the Series 2012 Bonds. There can be no assurance that any such future amendments or actions will not adversely affect the value of the Series 2012 Bonds, the exclusion of interest on the Series 2012 Bonds from gross income, alternative minimum taxable income, or any combination thereof from the date of issuance of the Series 2012 Bonds or any other date, or that such changes will not result in other adverse federal or state tax consequences.

Prospective purchasers of the Series 2012 Bonds should consult their own tax advisors as to the applicability and extent of federal, state, local or other tax consequences of the purchase, ownership and disposition of the Series 2012 Bonds, including the potential consequences of any pending or proposed legislation, in light of their particular tax situation.

CONTINUING DISCLOSURE

The County has covenanted in the Series 2012 Resolution, in accordance with the provisions of, and to the degree necessary to comply with, the continuing disclosure requirements of Rule 15c2-12, as amended (the "Rule") of the Securities and Exchange Commission ("SEC"), to provide or cause to be provided for the benefit of the Beneficial Owners of the Series 2012 Bonds to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable legislation, from time to time (each such information repository, a "MSIR"), the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ending after the issuance of the Series 2012 Bonds:

(1) Revenues and Net Revenues of the Aviation Department and operating information for the prior Fiscal Year of the type and in a form which is generally consistent with the presentation of such information in this Official Statement for the Series 2012 Bonds, and such additional operating information as may be determined by the Aviation Department; and

(2) The audited general purpose financial statements of the Aviation Department utilizing generally accepted accounting principles applicable to local governments.

The information in paragraphs (1) and (2) above is expected to be available on or before June 1 of each year for the preceding Fiscal Year and will be made available, in addition to the Trustee and each MSIR, to each Beneficial Owner of the Series 2012 Bonds who requests such information in writing. The audited general purpose financial statements of the Aviation Department referred to in paragraph (2) above are expected to be available separately from the information in paragraph (1) above and will be provided by the County as soon as practical after the acceptance of such statements from the auditors by the Aviation Department. The audited general purpose financial statements of the Aviation Department are generally available within eight (8) months from the end of the Fiscal Year.

The County has agreed to provide or cause to be provided, in a timely manner (not in excess of ten (10) business days) after the occurrence of the event, to each MSIR in the appropriate format required by law or applicable regulation, notice of the occurrence of any of the following events with respect to the Series 2012 Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit facility providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax status of the Series 2012 Bonds;

(7) modifications to rights of Registered Owners of the Series 2012 Bonds, if material;

(8) Series 2012 Bond calls, if material, and tender offers;

(9) defeasance;

(10) release, substitution, or sale of any property securing repayment of the Series 2012 Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the County (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County);

(13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

The County has agreed to provide or cause to be provided, in a timely manner, to each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to June 1 following the end of the preceding Fiscal Year.

The foregoing obligations of the County shall remain in effect only so long as the Series 2012 Bonds are Outstanding. The County has reserved the right to terminate its obligation to provide the Annual Information and notices of material events, as set forth above, if and when the County no longer remains an "obligated person" with respect to the Series 2012 Bonds within the meaning of the Rule.

The County has agreed that its undertaking pursuant to the Rule set forth in this Official Statement is intended to be for the benefit of the Beneficial Owners of the Series 2012 Bonds and shall be enforceable by the Trustee on behalf of such Beneficial Owners in the manner provided in the Trust Agreement if the County fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the County's obligations in a Federal or State court located within the County and any failure by the County to comply with the provisions of this undertaking shall not be a default with respect to the Series 2012 Bonds.

Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the SEC prior to the issuance of the Series 2012 Bonds. In the event that the SEC approves any additional MSIRs after the date of issuance of the Series 2012 Bonds, the County will, if the County is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide such information to any new MSIR whose status as a MSIR is unknown to the County shall not constitute a breach of this covenant.

The requirements of filing the Annual Information do not necessitate the preparation of any separate annual report addressing only the Series 2012 Bonds. The requirements may be met by the filing of an annual information statement or the audited general purpose financial statements of the Aviation Department or the County's Comprehensive Annual Financial Report, provided such report includes all of the required Annual Information and is available by June 1 of each year for the preceding Fiscal Year. Additionally, the County may incorporate any information in any prior filing with each MSIR or included in any official statement of the County, provided such official statement is filed with the MSRB.

The County has reserved the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, provided that the County has agreed that any such modification will be done in a manner consistent with the Rule.

Obligated Persons

The County has determined that as of the issuance of the Series 2012 Bonds, the County will be the sole Obligated Person (as defined in the Rule) with respect to the Series 2012 Bonds.

Because the County will be the sole Obligated Person with respect to the Series 2012 Bonds at the time of their issuance, the Covenants do not provide for, and no undertaking is being made by the County or the Aviation Department to update, any information contained in this Official Statement with respect to any individual airline. Under the AUA, each signatory airline is contractually obligated to make payments only to the extent of its use of the Airport during any Fiscal Year.

Airline Disclosure

Copies of the SEC filings (including (i) an Annual Report on Form 10-K, and (ii) a Quarterly Report on Form 10-Q, annual, quarterly and special reports, information statements and other information) for any individual airline which is required to file such reports pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934, as amended, are available over the Internet at the web site of the Securities and Exchange Commission at http://www.sec.gov; or at the SEC's public reference room in Washington, D.C. See also "CERTAIN INVESTMENT CONSIDERATIONS – Airline Economic Considerations - Additional Information on Airlines" for the location of other financial and operating data which may be available as to individual airlines operating at the Airport.

Continuing Disclosure Compliance; Limited Information

The County has complied in all material respects with all continuing disclosure requirements previously made by the County with respect to issued obligations. The County's obligation under the continuing disclosure requirements is to supply limited information at specified times and may not provide all information necessary to determine the value of the Series 2012 Bonds.

EMMA System

Under existing law, County filings of continuing disclosure under the Covenants must be made through the EMMA system (Electronic Municipal Market Access), established and maintained by the Municipal Securities Rulemaking Board. Investors can access the EMMA system at www.emma.msrb.org and follow the instructions provided on such website to locate filings by the County with respect to the Series 2012 Bonds.

While all filings under the Rule must be made through EMMA, filings made by the County prior to July 1, 2009 with respect to its continuing disclosure obligations relating to the Outstanding Bonds, cannot be found through the EMMA system and must be located through the pre-existing Nationally Recognized Municipal Securities Information Repositories.

RATINGS

Standard & Poor's Ratings Services ("S&P") and Moody's Investors Service, Inc. ("Moody's") are expected to assign the ratings of "___" (_____ outlook) and "___" (_____ outlook), respectively, to the Insured Series 2012 Bonds, [with the understanding that upon delivery of the Series 2012 Bonds, the Bond Insurance Policy guaranteeing the payment when due of the principal of and interest on the related Insured Series 2012 Bonds will be issued by the Bond Insurer. See "BOND INSURANCE FOR CERTAIN SERIES 2012 BONDS."]

[S&P has assigned an underlying rating of "___"(_____ outlook), Moody's has assigned an underlying rating of "___"(_____ outlook) and Fitch Ratings (together with S&P and Moody's, the "Rating Agencies") has assigned an underlying rating of "___"(_____ outlook) to the Series 2012 Bonds, without regard to the Bond Insurance Policy.]

The ratings reflect only the view of the Rating Agencies. Any desired explanation of the significance of such ratings should be obtained from the Rating Agency furnishing the same. Generally, the Rating Agencies base their ratings on the information and materials furnished to them and on investigations, studies and assumptions by them. There is no assurance that the ratings will continue for any given period of time or that the same will not be revised downward or withdrawn entirely by the Rating Agency furnishing the same if, in its judgment circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2012 Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Series 2012 Bonds upon an event of default under the Trust Agreement are in many respects dependent upon regulatory and judicial actions, which are often subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for under the Trust Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2012 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2012 Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by equitable remedies and proceedings generally.

UNDERWRITING

[TO BE UPDATED]

The Series 2012 Bonds are being purchased by the Underwriters listed on the cover page hereof, for whom Merrill Lynch, Pierce, Fenner & Smith, Incorporated is acting as representative. Subject to certain conditions, the Underwriters have agreed to purchase all of the Series 2012 Bonds at a purchase price of: (i) with respect to the Series 2012A Bonds, $_____ representing the original principal amount of the Series 2012A Bonds of $_____ [plus/less] [net premium/original issue discount] of $_____ less Underwriters' discount of $_____ (approximately _____% of the principal amount of the Series 2012A Bonds); and (ii) with respect to the Series 2012B Bonds, $_____ representing the original principal amount of the Series 2012B Bonds of $_____ [plus/less] [net premium/original issue discount] of $_____ less Underwriters' discount of $_____ (approximately _____% of the principal amount of the Series 2012B Bonds). The purchase contract between the Underwriters and the County provides that the Underwriters will purchase all of the Series 2012 Bonds, if any are purchased. The yields for the Series 2012 Bonds set forth on the inside cover page may be changed after the initial offering by the Underwriters.

FINANCIAL ADVISOR

First Southwest Company, Aventura, Florida, and Frasca & Associates, L.L.C., New York, New York, served as financial advisors (collectively, the "Financial Advisor") to the Aviation Department with respect to the offering of the Series 2012 Bonds. The Financial Advisor has assisted in the preparation of this Official Statement

and in other matters relating to the planning of the offering of the Series 2012 Bonds. The fee payable to the Financial Advisor is contingent upon the issuance and delivery of the Series 2012 Bonds.

RELATIONSHIPS OF PARTIES

A number of the firms serving as Bond Counsel, Disclosure Counsel or Underwriters' Counsel (1) have represented and may continue to represent the Trustee and one or more of the Underwriters in connection with other transactions in jurisdictions other than the County and (2) represent the County on certain other matters and represent certain other clients in matters adverse to the County.

FINANCIAL STATEMENTS

The financial statements of the Aviation Department as of and for the Fiscal Years ended September 30, 2011 and September 30, 2010 included in Appendix B have been audited by KPMG LLP, independent auditors, as stated in their report appearing in Appendix B. Such financial statements speak only as of September 30, 2011 and September 30, 2010, respectively, and have been included as a matter of public record. KPMG LLP (1) has not been engaged to perform and has not performed since the date of its report on such financial statements any procedures with respect to such financial statements and (2) has not performed any procedures relating to this Official Statement. The consent of KPMG LLP for the use of the financial statements herein has not been sought. See "APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE AVIATION DEPARTMENT FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010."

EXPERTS

The report of the Traffic Engineers to the Aviation Department included in APPENDIX A to this Official Statement was prepared by Jacobs Consultaney, Inc., Burlingame, California, in connection with the offering of the Series 2012 Bonds.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2012 Bonds, including their legality and enforceability and the exclusion of interest on the Series 2012 Bonds from gross income for federal income tax purposes, are subject to the approval of Hogan Lovells US LLP., Miami, Florida and the Law Offices of Steve E. Bullock, P.A., Miami, Florida, Bond Counsel, whose opinions will be delivered with the Series 2012 Bonds. Certain legal matters will be passed upon for the County by the Office of the Miami-Dade County Attorney. Certain other legal matters relating to disclosure will be passed upon for the County by Edwards Wildman Palmer LLP, West Palm Beach, Florida, and Rasco Klock Reininger Perez Esquenazi Vigil & Nieto, Coral Gables, Florida, Disclosure Counsel, whose opinions will be delivered with the Series 2012 Bonds. Broad and Cassel, Orlando, Florida, is acting as counsel to the Underwriters. The fees payable to Bond Counsel, Disclosure Counsel and Underwriters' counsel are contingent upon the issuance and delivery of the Series 2012 Bonds.

The proposed text of the separate legal opinions of Bond Counsel and Disclosure Counsel are set forth as "APPENDIX E – PROPOSED FORM OF BOND COUNSEL OPINION" and "APPENDIX F – PROPOSED FORM OF DISCLOSURE COUNSEL OPINION," respectively. The actual legal opinions to be delivered may vary from the text of APPENDIX E and F, if necessary, to reflect facts and law on the date of delivery of the Series 2012 Bonds. The opinions will speak only as of their date and subsequent distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the opinions Bond Counsel has affirmed its opinion or that Disclosure Counsel has reviewed or expressed any opinion concerning any of the matters referenced in this Official Statement.

The opinion of Bond Counsel will be limited to matters relating to the authorization and validity of the Series 2012 Bonds and the tax-exempt status of interest on the Series 2012 Bonds, as described under "TAX MATTERS," and will make no statement regarding the accuracy and completeness of this Official Statement.

The legal opinions of Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney as of the date thereof. Bond Counsel, Disclosure Counsel and the Office of the Miami-Dade County Attorney assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2012 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the attorneys providing such opinion do not become insurers or guarantors of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

LITIGATION

[TO BE UPDATED]

General

The County is a party, from time to time, to various lawsuits relating to the Airport and the Aviation Department, all of which the County has, and will continue to, vigorously defend and/or prosecute. There is not now pending any litigation restraining or enjoining the issuance or delivery of the Series 2012 Bonds or questioning or affecting the validity of the Series 2012 Bonds or the proceedings and authority under which they are to be issued. Neither the creation, organization or existence, nor the title of the present members of the Board or other officers of the County to their respective offices, is being contested. Except as noted below, there is no litigation pending, or to the knowledge of County officials threatened, which, if it were decided against the County or the Aviation Department, would have a material adverse effect upon the financial affairs of the County or the Aviation Department, with regard to Port Authority Properties. There is not now pending, or to the knowledge of County officials threatened, any claim that the Landing Fees or any other rates and charges at the Airport are not in accordance with federal, state or local law.

Aviation Environmental Matters

In August 1993, the Aviation Department and the County's Department of Environmental Resources Management ("DERM") entered into a Consent Agreement (the "DERM Consent Agreement"). Under the DERM Consent Agreement, the Aviation Department became liable to address and correct subsurface contamination resulting from various Airport tenants' operations and failure to comply with their legal obligations at the Airport, including facilities previously occupied by Eastern Air Lines and Pan American World Airways. In addition, the Aviation Department had a preliminary study performed by an independent engineering firm to estimate the Aviation Department's damages imposed by the DERM Consent Agreement. This study, known as the "Opinion of Cost," was used as a basis to record the cost of environmental remediation at the Airport as of September 30, 1993.

In each subsequent year, the Aviation Department received an updated study performed by MACTEC Engineering and Consulting, Inc. formerly known as LAW Engineering and Environmental Services, Inc. ("MACTEC"), an independent engineering firm, to further update the estimated costs to correct the environmental violations noted in the Consent Order based on additional information and further refinement of estimated costs to be incurred.

During Fiscal Year 1998, the Florida Department of Environmental Protection (the "FDEP") required the Aviation Department to enter into a Consent Order ("FDEP Consent Order"). The FDEP Consent Order, which encompasses and replaces the DERM Consent Agreement, requires the Aviation Department to address and correct subsurface contamination at all locations at the Airport that are contaminated as well as additional sites where contamination is suspected. Under these and other consent orders/agreements, environmental regulatory agencies are entitled to penalties for violations of these consent orders/agreements by the Aviation Department.

In 1999, the Board authorized the Aviation Department's Environmental Cost Recovery Program to recover the costs of remediation of environmental contamination at MIA from responsible parties, insurers, and regulatory programs. As part of that program, the County proceeded with demand for payment and litigation against current and former users of the airport, including the U.S. government. It also pursued payments from FDEP under its Inland Protection Trust Fund which allows for the reimbursement or pre-approval for payment of certain qualified petroleum cleanups. A more detailed discussion of some of those efforts follows.

The Aviation Department also applied for $40 million of reimbursable costs from the Inland Protection Trust Fund for eligible petroleum cleanup costs. Initially, $24 million was approved. The Aviation Department appealed approximately $10.1 million in denied supplemental payment requests for reimbursement and audited amounts, which was settled for an additional $4.6 million that brought the total reimbursed to $28.6 million. In addition, certain Airport sites where contamination is suspected are recorded in the FDEP Consent Order under a "Protective Filing." If contamination were documented at these sites, the State would be required to incur the costs of remediation after the first $200,000 of costs incurred by the Aviation Department. Because the State will be required to pay for remediation of sites filed in the Protective Filing and because the contamination at these sites is unknown at this time, these sites appear in the Opinion of Cost report with no dollar amounts. To date, the airlines and the other tenants have complied with all actions requested of them by the Aviation Department in order to comply with the FDEP Consent Order.

As noted above, in addition to the state regulatory administrative challenges, the Aviation Department has commenced various lawsuits against responsible parties and insurers to recover damages arising out of the costs associated with environmental contamination addressed by the DERM Consent Agreement and FDEP Consent Order. The County has settled claims against numerous responsible parties and insurers and litigation remains pending or will be brought against others. The County has recovered approximately $30 million as a result of these settlements, which, along with the IPTF recoveries, brings the total recovered under the Cost Recovery Program to approximately $60 million.

In February 2012, the Opinion of Cost report was further updated to reflect changes that occurred during [FY2011]. The estimated cost to the Aviation Department to address the contamination as of September 30, 2011 ranges from $52 million to $121 million, about two-thirds of which is capital and one-third of which is operating. The estimated range is due largely to uncertainties at this time as to the nature and extent of groundwater contamination beneath the Airport and the methods that must be employed for remediation. Such amounts are scheduled by MACTEC to be incurred by the County over 8 years, but based on recent historical spending levels, it will take longer to accomplish the work. Management believes that no specific amount in the range represents a better estimate of the ultimate liability. As a result, the Aviation Department has recorded a liability of $86,088,000 in the Port Authority Properties at September 30, 2011. Management has allocated a portion of bond proceeds to fund this obligation and believes that the remaining amount can be funded from the operations of the Aviation Department, which would include any amounts received as a result of environmental cost recovery efforts, including lawsuits that the County has commenced against responsible parties.

In addition to the studies conducted to determine the environmental damage to the sites formerly occupied by Eastern Air Lines and Pan American World Airways, the Aviation Department caused studies to be performed to determine the amount required to remove or otherwise contain the asbestos in certain buildings occupied by the airlines. The Aviation Department has also estimated the amount required to remove or otherwise encapsulate the asbestos in buildings other than those formerly occupied by Eastern Airlines and Pan American Airlines. The studies estimate the cost to correct such damage related to all buildings to be approximately $4.5 million. Such amounts do not represent a liability of the Aviation Department until such time as a decision is made by the Aviation Department's management to make certain modifications to the buildings, which would require the Aviation Department to correct such matters.

North Terminal Claims

Effective July 1, 2005, the County entered into the Fourth Amendment to the Lease, Construction and Financing Agreement, as well as the Claims Administration Agreement, with American Airlines. Pursuant to these Agreements, the County assumed responsibility to complete the construction of the NTD project which was previously managed by American Airlines, and additionally assumed responsibility for defending American Airlines

and paying up to $205 million dollars to resolve claims related to American Airlines' management of the construction of North Terminal through 2005. American Airlines in turn agreed to, over ten years, pay $105 million dollars to resolve these claims, and agreed that claims against American Airlines would be initially allocated against these payments. To date, the County has spent $54,601.728 of the American Airlines payment to resolve such claims. The County believes that there are minimal outstanding claims related to American Airlines' management of the North Terminal Construction, and believes that all such claims are likely time-barred in any event. The County does not anticipate that any claims exist or can be asserted which would result in judgments in excess of the Claims Administration Agreement payments made by American to date.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the County to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). The County is not and has not been in default as to principal and interest on bonds or other debt obligations that it has issued as the principal obligor.

There are several special purpose governmental authorities that serve as conduit issuers of private activity bonds for purposes such as housing, industrial development, education and health care. Defaults have occurred in connection with some of those private activity bonds; however, such defaults affect only the defaulted issues and will have no effect on the payment of the Series 2012 Bonds. The County has no obligation to pay such bonds and the conduit issuers had only a limited obligation to pay such bonds from the payments made by the underlying obligors with respect to such issues. Defaults relating to conduit issuers are not material with regard to the Series 2012 Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by the Financial Advisor on behalf of the County relating to the computation of forecasted receipts of principal and interest on the Government Obligations and the forecasted payments of principal and interest to pay or redeem, as applicable, the Refunded Bonds and supporting the conclusion of Bond Counsel that the Series 2012 Bonds do not constitute "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, was examined by [The Arbitrage Group, Inc., Buhl, Alabama]. Such computations were based solely upon assumptions and information supplied by the Financial Advisor on behalf of the County. [The Arbitrage Group, Inc.] has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

CERTIFICATE OF FINANCE DIRECTOR AND AVIATION DIRECTOR CONCERNING THIS OFFICIAL STATEMENT

Concurrently with the delivery of the Series 2012 Bonds, the Finance Director and the Aviation Director will furnish a certificate to the effect that, to the best of their knowledge, this Official Statement, as of its date and as of the date of delivery of the Series 2012 Bonds, does not contain an untrue statement of a material fact and does not omit to state a material fact which should be included in this Official Statement for the purpose for which this Official Statement is to be used, or which is necessary to make the statements contained in this Official Statement, in light of the circumstances in which they were made, not misleading.

MISCELLANEOUS

This Official Statement is not to be construed as a contract with the purchasers of the Series 2012 Bonds. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and potential investors should refer to all such documents for full and complete statements of all matters relating to the Series 2012 Bonds, the security for the payment of the Series 2012 Bonds and the rights and obligations of the owners of the Series 2012 Bonds. The information set forth

in this Official Statement has been obtained from the County and other sources that are believed to be reliable. The information and expressions of opinion in this Official Statement are not subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

The delivery of this Official Statement by the County has been duly authorized by the Board.

APPENDIX A

REPORT OF THE TRAFFIC ENGINEERS

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE AVIATION DEPARTMENT FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2011 AND SEPTEMBER 30, 2010

KPMG LLP (1) has not been engaged to perform and has not performed since the date of its report on the financial statements set forth below any procedures with respect to such financial statements, and (2) has not performed any procedures relating to this Official Statement. The attached financial statements have been included as a matter of public record. These financial statements speak only as of September 30, 2011 and September 30, 2010, respectively. The consent of KPMG LLP for the use of the financial statements herein has not been sought.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT

SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT

The following summaries and statements are brief outlines of certain provisions of the Amended and Restated Trust Agreement dated as of December 15, 2002, by and among the County and The Bank of New York Mellon (successor in interest to JPMorgan Chase Bank), as Trustee, and U.S. Bank National Association (successor in interest to Wachovia Bank, National Association), as Co-Trustee (the "Trust Agreement"). Such outlines do not purport to be complete, and reference is made to the Trust Agreement, copies of which are on file and available for examination at the offices of the Aviation Department, the Trustee and the Co-Trustee, for the complete terms thereof. Terms not defined below or in the Official Statement shall have the meanings set forth in the Trust Agreement.

The Trust Agreement authorizes the issuance, from time to time, in one or more Series, of revenue bonds of the County subject to the conditions set forth in the Trust Agreement. The provisions and covenants of the Trust Agreement are for the equal and proportionate benefit and security of the holders of all of the revenue bonds issued thereunder, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any of the revenue bonds over any other thereof, except as otherwise expressly provided in the Trust Agreement.

Defined Terms

The following are certain defined words and terms used by the Trust Agreement:

"Accreted Value" means, as of any date of computation with respect to any capital appreciation bond, an amount equal to the principal amount of such capital appreciation bond at its initial offering plus the interest accrued on such capital appreciation bond from the date of delivery to the original purchasers thereof to the Compounding Date next preceding the date of computation or the date of computation if a Compounding Date plus, with respect to matters related to the payment upon redemption or acceleration of the capital appreciation bond, if such date of computation shall not be a Compounding Date, a portion of the difference between the Accreted Value as of the immediately preceding Compounding Date (or the date of original issuance if the date of computation is prior to the first Compounding Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Compounding Date, calculated based on the assumption that Accreted Value accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of 12 months of thirty days each. Interest shall accrue on any capital appreciation bond and be compounded periodically at such rate and at such times as provided in, or pursuant to, the resolution authorizing the issuance of said capital appreciation bond.

"Amortization Requirement" means for any fiscal year, as applied to the term bonds of any Series, the principal amount fixed for such fiscal year by resolution of the Board prior to the delivery of such bonds for the retirement of such term bonds by purchase or redemption.

"Annual Budget" means the budget adopted or in effect for each fiscal year.

"Appreciated Value" means, with respect to any capital appreciation and income bond: (a) as of any date of computation prior to the Interest Commencement Date, an amount equal to the principal amount thereof on the date of original issuance plus the interest accrued on such capital appreciation and income bond from the date of original issuance of such capital appreciation and income bond to the Compounding Date next preceding the date of computation or the date of computation if a Compounding Date, such interest to compound periodically at the times and at the rate provided in, or pursuant to, the resolution authorizing the issuance of said capital appreciation and income bond, plus, if such date of computation shall not be a Compounding Date, a portion of the difference between the Appreciated Value as of the immediately preceding Compounding Date (or the date of original issuance if the date of computation is prior to the first Compounding Date succeeding the date of original issuance) and the Appreciated Value as of the immediately succeeding Compounding Date, calculated based upon an assumption that Appreciated Value accrues during any period in equal daily amounts on the basis of a year of 360 days consisting of 12 months of thirty days each; and (b) as of any date of computation on and after the Interest Commencement Date, the Appreciated Value on the Interest Commencement Date.

"Authorized Investments" include: (i) direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (ii) bonds, debentures or notes issued by any of the following Federal agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association, Federal Land Banks or the Federal National Mortgage Association (including participation certificates issued by such Association), (iii) all other obligations issued or unconditionally guaranteed as to principal and interest by an agency or persons controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress, (iv) repurchase agreements with financial institutions fully secured by Government Obligations, (v) all other obligations which are permitted investments of public funds under Florida law, (vi) time deposits, certificates of deposits or similar arrangements with any bank or trust company which is a member of the Federal Deposit Insurance Corporation and any Federal or State of Florida savings and loan association which is a member of the Savings Association Insurance Fund and which are secured in the manner provided in the Trust Agreement, and (vii) any obligations as directed by Section 218.415, Florida Statutes, unless otherwise authorized by state law or by county ordinance, in which event or events any obligations so authorized by such law or ordinance.

"bond," "bonds," "revenue bond" or "revenue bonds" means any bond or bonds or all of the bonds, as the case may be, issued under the provisions of the Trust Agreement. For purposes of the Trust Agreement, bonds issued under the provisions of the Trust Agreement include bonds issued under the provisions of the Prior Agreement.

"capital appreciation bonds" means any bonds as to which interest is compounded periodically on each Compounding Date and which are payable in an amount equal to the then current Accreted Value only at maturity, earlier redemption or other payment date therefor, all as designated by, or pursuant to, the resolution authorizing the issuance of such bonds, and which may be either serial bonds or term bonds.

"capital appreciation and income bonds" means any bonds as to which accruing interest is not paid prior to the Interest Commencement Date specified in, or pursuant to, the resolution authorizing the issuance of such bonds and with respect to which, until such Interest Commencement Date, the Appreciated Value is compounded periodically on each Compounding Date, and which may be either serial bonds or term bonds.

"Compounding Date" means, with respect to any capital appreciation bond or capital appreciation and income bond, the dates on which interest shall compound, as specified in the resolutions authorizing the issuance of such bond.

"convertible bonds" means bonds which are convertible, at the option of the County, into a type of bonds permitted by the Trust Agreement other than the type of such bonds at the time they were issued.

"Counterparty" means a financial institution who enters into a Hedge Agreement with the County in connection with any bonds issued under the Trust Agreement and whose senior long-term debt obligations, or whose payment obligations under such Hedge Agreement are guaranteed by an entity whose senior long-term debt obligations, are rated on the date the Hedge Agreement is entered into in one of the three highest rating categories (without regard to any gradations within such categories) of a nationally recognized rating agency.

"Credit Facility" means each and every irrevocable letter of credit, policy of municipal bond insurance, surety bond, guaranty, purchase agreement, credit agreement or similar facility in which the entity providing such facility irrevocably agrees to provide funds to make payment of the principal of and interest on bonds when due.

"Current Expenses" means the County's reasonable and necessary current expenses of maintenance, repair and operation of the Port Authority Properties and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, all administrative expenses and any reasonable payments to pension or retirement funds properly chargeable to the Port Authority Properties, insurance premiums, engineering expenses relating to maintenance, repair and operation, fees and expenses of the Trustee, the Co-Trustee and the Paying Agents, legal expenses, fees of consultants, fees, expenses and other amounts payable to any bank or other financial institution for the issuance of a Credit Facility, Liquidity Facility or Reserve Facility, and to any indexing agent, depository, remarketing agent,

tender agent or any other person or institution whose services are required with respect to the issuance of bonds of any Series, any taxes which may be lawfully imposed on the Port Authority Properties or the income therefrom and reserves for such taxes, and any other expenses required to be paid by the County under the provisions of the Trust Agreement or by law, but shall not include any reserves for extraordinary maintenance or repair, or any allowance for depreciation, or any Hedge Obligations or Hedge Charges, or any deposits to the credit of the Sinking Fund, the Reserve Maintenance Fund and the Improvement Fund.

"Director" means the person employed by the County to supervise the operation of the Port Authority Properties and to perform the duties imposed on the Director by the Trust Agreement.

"Effective Date" means December 15, 2002.

"fiscal year" means the period commencing on the first day of October and ending on the last day of September of the following year.

"Hedge Agreement" means an interest rate exchange agreement, an interest rate swap agreement, a forward purchase contract, a put option contract, a call option contract or any other financial product which is used by the County as a hedging device with respect to its obligation to pay debt service on any of the bonds, entered into between the County and a Counterparty; provided that such arrangement shall be specifically designated in a certificate of the Director and the County's Finance Director as a "Hedge Agreement" for purposes of the Trust Agreement.

"Hedge Charges" means charges payable by the County to a Counterparty upon the execution, renewal or termination of any Hedge Agreement, any periodic fee payable by the County to keep such Hedge Agreement in effect and all other payments required under such Hedge Agreement, including, to the extent permitted by law, indemnification payments, tax-gross up payments and default related payments, but excluding Hedge Obligations.

"Hedge Obligations" means net payments required to be made by the County under a Hedge Agreement from time to time as a result of fluctuation in hedged interest rates, or fluctuation in the value of any index of payment, but not including Hedge Charges.

"Hedge Receipts" means net payments received by the County from a Counterparty under a Hedge Agreement.

"Improvements" means such buildings, structures and equipment and such renewals, replacements, additions, extensions and betterments, other than ordinary maintenance and repairs, as may be deemed necessary by the County to place or to maintain any Project in proper condition for its safe, efficient and economic operation, or to preserve, extend, increase or improve the service rendered by it, including any property acquired therefor.

"Interest Commencement Date" means, with respect to any particular capital appreciation and income bonds, the date specified in, or pursuant to, the resolution authorizing the issuance of such bonds (which date must be prior to the maturity date for such bonds) after which interest accruing on such bonds shall be payable on a periodic basis, with the first such payment date being the applicable interest payment date immediately succeeding such Interest Commencement Date.

"Liquidity Facility" means a letter of credit, policy of insurance, surety bond, guaranty, purchase agreement, credit agreement or similar facility in which the entity providing such facility agrees to provide funds to pay the purchase price of, or agrees to purchase, put bonds upon their tender by the holders thereof, and which facility is acceptable to the provider of any Credit Facility issued in connection with such put bonds.

"Net Revenues" for any particular period means the amount of the excess of the Revenues of the Port Authority Properties over the total of the Current Expenses.

"Outstanding" when used with reference to bonds means, as of a particular date and unless otherwise provided in, or pursuant to, a resolution authorizing a particular Series of bonds, all bonds theretofore issued under the Trust Agreement, except:

(1) bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) bonds for the payment of which money, Government Obligations, or a combination of money and Government Obligations, in an amount sufficient to pay on the date when such bonds are to be paid or redeemed the principal or redemption price of, and the interest accruing to such date on, the bonds to be paid or redeemed, have been deposited with the Trustee in trust for the holders of such bonds; Government Obligations, shall be deemed to be sufficient to pay or redeem bonds on a specified date if the principal of and interest on such Government Obligations, when due, will be sufficient to pay on such date the principal or redemption price of, and the interest accruing on, such bonds to such date;

(3) bonds to be redeemed and deemed to be not Outstanding in accordance with the Trust Agreement; and

(4) bonds in exchange for or in lieu of which other bonds have been issued; provided, that in determining whether the holders of the requisite Outstanding bonds have given any request, demand, authorization, direction, notice, consent or waiver under the Trust Agreement bonds owned by the County or any affiliate of the County shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only bonds that an authorized officer of the Trustee either actually knows to be so owned or has received written notice thereof shall be so disregarded. Bonds so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such bonds and that the pledgee is not the County or any affiliate of the County.

In determining whether bonds are not "Outstanding" under clauses (2) and (3) above:

(a) in the case of variable rate bonds, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such variable rate bonds; provided, however, that if on any date, as a result of such variable rate bonds having borne interest at less than such maximum rate for any period, the total amount of monies and/or Government Obligations on deposit for the payment of interest on such variable rate bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such variable rate bonds in order to fully pay the principal or redemption price of, and the interest accruing on, such bonds, and so long as no event of default or other event, which with the passage of time or the giving of notice, or both, would become an event of default with respect to such variable rate bonds has occurred and is continuing, the County may use the amount of such excess, free and clear of any trust, lien, security interest, pledge or assignment securing said variable rate bonds or otherwise existing under the Trust Agreement; and

(b) in the case of put bonds, either the principal or redemption price of, and the interest accruing on, said bonds shall have been paid as they became due and payable or there shall have been deposited monies and/or Government Obligations which shall be sufficient at the time of such deposit to pay when due the maximum amount of principal or redemption price of, and interest accruing on, such put bonds which could become payable to the holders of such bonds, including upon the exercise of any tender options provided to the holders of such bonds; provided, however, that if, at the time a deposit is made, the tender options originally exercisable on the put bonds are no longer exercisable, such bonds shall not be considered put bonds for these purposes.

"Passenger Facilities Charges" means any fees which the United States Secretary of Transportation may grant the County authority to impose upon passengers of air carriers enplaned at airports controlled by the County in order to finance eligible airport-related projects pursuant to 49 U.S.C. § 40117, as amended, including investment earnings thereon, or any similar fee or charge authorized by any amendment thereto or by any successor federal law.

"Port Authority Properties" means Miami International Airport, the airports owned and/or operated by the County known as Homestead General Aviation Airport, Kendall-Tamiami Executive Airport, Opa-locka Airport, Opa-locka West Airport and the Training and Transition Airport, and such other Projects as shall be financed or refinanced under the provisions of the Trust Agreement together with all improvements thereof (excluding any buildings, structures or other facilities constructed at Miami International Airport or other airports of the County and financed by obligations not issued under the provisions of the Trust Agreement) and any other airport or airport related properties or facilities (including any facilities financed by obligations not issued under the provisions of the Trust Agreement) that may be added to the Port Authority Properties under the provisions of the Trust Agreement.

"Principal and Interest Requirements" for any fiscal year, as applied to the bonds of any Series, means the sum of:

(a) the amount required to pay the interest on all bonds of such Series, both serial and term, then Outstanding which is payable from October 2 in such fiscal year through October 1 in the next succeeding fiscal year;

(b) the amount required to pay the principal of all serial bonds of such Series then Outstanding which is payable from October 2 in such fiscal year through October 1 in the next succeeding fiscal year, and

(c) the Amortization Requirement for the term bonds of such Series for such fiscal year.

In computing "Principal and Interest Requirements," for any fiscal year, the following rules shall apply:

(i) in the case of variable rate bonds, interest shall be computed at the average rate of interest which was payable on such bonds in the last 12 months during which such bonds were Outstanding or the actual number of months that such bonds were Outstanding if less than 12, except that (i) with respect to any variable rate bonds which are being issued on the date of computation, interest shall be computed at the estimated initial rate of interest of such bonds upon issuance thereof, as set forth in a certificate of the principal underwriters with respect to such bonds delivered to the Trustee and the Co-Trustee, and (ii) with respect to deposits to the Reserve Account, interest on any Outstanding variable rate bonds shall be computed (A) with respect to such bonds which were Outstanding in the preceding fiscal year or portion thereof, at the average rate of interest which was payable on such bonds in the preceding fiscal year or portion thereof and (B) with respect to such bonds which were not Outstanding in the preceding fiscal year or portion thereof, at the initial rate of interest on such bonds upon issuance thereof;

(ii) in the case of put bonds, the date or dates on which the holders of such put bonds may elect or be required to tender such bonds for payment or purchase shall be ignored and the stated dates for Amortization Requirements and principal payments thereof shall be used for purposes of this calculation so long as the source for said payment or purchase is a Liquidity Facility and the provider of such facility maintains a rating in one of the three highest short-term rating categories (without regard to any gradations within such categories) of a nationally recognized rating agency; provided, however, that notwithstanding the foregoing or the provisions of clause (i) above, during any period of time after the provider of a Liquidity Facility has advanced funds under a Liquidity Facility and before such amount is repaid, Principal and Interest Requirements shall include the principal amount so advanced and interest thereon, in accordance with the principal repayment schedule and interest rate or rates specified in the reimbursement or other similar agreement relating to such Liquidity Facility;

(iii) in the case of capital appreciation bonds, the principal and interest portions of the Accreted Value becoming due at maturity or by virtue of an Amortization Requirement shall be included when due and payable;

(iv) in the case of capital appreciation and income bonds, the principal and interest portions of the Appreciated Value becoming due at maturity or by virtue of an Amortization Requirement shall be included when due and payable;

(v) in the case of convertible bonds, the calculations shall be based on the type of the bonds as of the time of the calculation without regard to any unexercised conversion feature;

(vi) if all or a portion of the principal or Amortization Requirement of or interest on bonds is payable from funds set aside or deposited for such purpose (other than funds on deposit in the Reserve Account), including funds deposited to the credit of the Construction Fund as provided in the Trust Agreement, together with projected earnings thereon, such principal, Amortization Requirement or interest shall not be included in computing Principal and Interest Requirements if such funds, together with the investment earnings thereon, will provide sufficient monies to pay when due such principal, Amortization Requirement or interest, as applicable; and

(vii) to the extent that the County has entered into a Hedge Agreement with respect to any bonds and notwithstanding the provisions of clauses (i) through (vi) above, while the Hedge Agreement is in effect and so long as the Counterparty has not defaulted thereunder and so long as the senior-long term debt obligations of the Counterparty or of any entity guaranteeing the payment obligations of the Counterparty under the Hedge Agreement are rated in one of the three highest rating categories (without regard to any gradations within such categories) of three nationally recognized rating agencies (or such lesser number of nationally recognized rating agencies as are then in existence), for the purpose of determining the Principal and Interest Requirements the interest rate with respect to the principal amount of such bonds equal to the "notional" amount specified in the Hedge Agreement shall be assumed to be (A) if the County's Hedge Obligations under the Hedge Agreement are computed based upon a fixed rate of interest, the actual rate of interest upon which the County's Hedge Obligations are computed under such Hedge Agreement, and (B) if the County's Hedge Obligations under the Hedge Agreement are computed based upon a variable rate of interest, the average rate of interest for the County's Hedge Obligations under the Hedge Agreement for the prior fiscal year or portion thereof while the Hedge Agreement was in effect or if the Hedge Agreement was not in effect during such prior fiscal year, then the lesser of (X) the initial rate of interest for the County's Hedge Obligations under the Hedge Agreement and (Y) the average rate of interest for the prior fiscal year under a published variable interest rate index selected by the County which is generally consistent with the formula which shall be used to determine the County's Hedge Obligations; "average rate" with respect to the County's Hedge Obligations for the prior fiscal year means the rate determined by dividing the total annualized amount paid by the County under the Hedge Agreement in such fiscal year or portion thereof (without taking into account Hedge Receipts during such prior fiscal year or portion thereof) by the "notional" amount specified in the Hedge Agreement for such fiscal year.

"Project" means any project which shall be financed or refinanced under the provisions of the Trust Agreement, including, without limitation, any project permitted under Chapter 125, Florida Statutes, or Chapter 166, Florida Statutes.

"put bonds" means all bonds which in accordance with, or pursuant to, the resolution authorizing the issuance of a Series of bonds, may be tendered for payment or purchase by or on behalf of the County prior to the stated maturities thereof.

"Reserve Account Requirement" means, as of any date of calculation, one half (1/2) of the maximum amount of Principal and Interest Requirements for any fiscal year thereafter on account of all bonds then Outstanding.

"Reserve Facility" means any insurance policy, surety bond, irrevocable letter of credit or other credit agreement or similar facility maintained by the County in lieu of or in substitution for cash or securities on deposit in the Reserve Account, which is issued by a provider rated on the date of deposit of such facility into the Reserve Account created in the Sinking Fund in one of the two highest rating categories (without regard to any gradations within such categories) of a nationally recognized rating agency, including in every case the nationally recognized rating agency which rated the bonds on account of which such facility is obtained.

"Revenues" means all monies received or earned by the County for the use of, and for the services and facilities furnished by, the Port Authority Properties and all other income derived by the County from the operation or ownership of said Properties, including any ground rentals paid for land on which buildings or structures may be constructed, whether such buildings or structures shall be financed by bonds issued under the provisions of the Trust Agreement or otherwise, and Hedge Receipts, but shall not include any monies received as a grant or gift from the United States of America or the State of Florida or any department or agency of either thereof or any monies received from the sale of property under the provisions of the Trust Agreement or, unless otherwise provided by resolution of the Board, any Passenger Facilities Charges. The County may select whether to use a cash or accrual

basis of accounting, but if it chooses a method that is different than the method then being used, it may only make a change to the extent such change is presented retroactively for each year as if it had been in effect for the last five years.

"variable rate bonds" means bonds issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue and which may be convertible to a fixed interest rate.

Application of Bond Proceeds

The Trust Agreement provides for the creation of the Construction Fund held by the Co-Trustee to the credit of which shall be deposited the proceeds of any bonds issued for Projects or Improvements. Separate Series Accounts are required to be created in the Construction Fund with respect to each Series of bonds issued. The monies in the Construction Fund shall be disbursed to pay the cost of Improvements or Projects upon submission by the County to the Co-Trustee of requisitions therefor or to pay interest on bonds as provided in, or pursuant to, the resolution authorizing such bonds. Monies in the Construction Fund shall be subject to a lien and charge in favor of the holders of the bonds until paid out or transferred.

Collection and Disposition of Revenues

Revenue Fund, Annual Budget and Payment of Current Expenses

The Trust Agreement provides for all Revenues to be deposited with the Co-Trustee in the Revenue Fund and to be disbursed only in accordance with the terms of the Trust Agreement. Funds in the Revenue Fund are to be applied first to the payment of Current Expenses as the same become due and payable. Monies on deposit to the credit of the Revenue Fund shall be invested by the Co-Trustee, at the direction of the County, in Authorized Investments having such maturities as specified by the County.

The Trust Agreement requires the preparation and adoption by the County of an Annual Budget of Current Expenses and Capital Expenditures for each fiscal year. The Trust Agreement provides that all expenditures for Current Expenses shall be made only upon the filing with the Co-Trustee of the requisitions required by the Trust Agreement. The County may requisition from the Co-Trustee, at one time or from time to time, a sum or sums aggregating not more than $100,000 (exclusive of reimbursement) to be used as a revolving fund for the payment of Current Expenses as cannot conveniently otherwise be paid. The County covenants that it will at all times maintain and operate the Port Authority Properties in an efficient and economical manner and keep the same in good repair and sound operating condition and make all necessary repairs, renewals and replacements. The County covenants that the Current Expenses incurred in any fiscal year will not exceed the reasonable and necessary amount thereof.

In addition to the Revenue Fund, the Trust Agreement creates three other funds: the Sinking Fund (and three accounts therein - the Bond Service Account, the Reserve Account and the Redemption Account), the Reserve Maintenance Fund and the Improvement Fund. After reserving in the Revenue Fund as of the end of each month an amount up to 20% of the Current Expenses for the current fiscal year as shown by the Annual Budget, the Co-Trustee shall remit to the Trustee the balance of the monies in the Revenue Fund. The Trustee shall deposit the money so received to the credit of the following Accounts or Funds in the order set forth below:

Bond Service Account

There is required to be deposited to the credit of the Bond Service Account in the Sinking Fund an amount equal to 1/6 of the amount of the next interest payment on all bonds Outstanding and (beginning with the twelfth month preceding the first maturity of any serial bonds of a Series) an amount equal to 1/12 of the amount of the next principal payment on account of any such serial bonds.

This requirement shall be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Account in each month thereafter until such time as such deficiency shall be made up.

The Trustee shall from time to time withdraw sufficient monies from the Bond Service Account to pay the interest on all Outstanding bonds and the principal of all serial bonds as the same become due.

Redemption Account

From the monies remaining after making the required deposit to the Bond Service Account, there is required to be deposited to the credit of the Redemption Account in the Sinking Fund an amount equal to 1/12 of the Amortization Requirement, if any, for such fiscal year for any term bonds then Outstanding, plus an amount equal to 1/12 of the premium, if any, which shall be payable on the redemption date with respect to such Amortization Requirement if such principal amount of bonds should be redeemed on such date from monies in the Sinking Fund.

This requirement shall be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Account in each month thereafter until such time as such deficiency shall be made up.

Monies held for the credit of the Redemption Account shall be used to retire bonds issued under the Trust Agreement as follows:

(a) Subject to paragraph (c) below, the Trustee shall endeavor to purchase bonds, whether or not such bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having due regard to interest rate and price, such price not to exceed the principal and premium, if any, which would be payable on the next redemption date with respect to such bonds. (Accrued interest on such bonds shall be paid from the Bond Service Account, with the purchase price payable from the Redemption Account.)

(b) Subject to the provisions of the Trust Agreement relating to the redemption of bonds and to paragraph (c) below, the Trustee shall call for redemption on each interest payment date on which bonds are subject to redemption from monies in the Sinking Fund such amount of bonds then subject to redemption as, with the redemption premium, if any, will as nearly as possible exhaust the Redemption Account, provided that not less than $50,000 principal amount of bonds shall be called at any one time.

(c) Monies in the Redemption Account shall be applied to the purchase or redemption of bonds in the following order:

First, term bonds of each Series, if any, in the order of their issuance, to the extent of the Amortization Requirement, if any, of the then current fiscal year for such term bonds plus the applicable premium, if any, and any deficiency in preceding fiscal years in the purchase or redemption of such term bonds; provided, however, that if none of the term bonds of a Series shall be subject to redemption from monies in the Sinking Fund and if the Trustee shall at any time be unable to exhaust the monies applicable to the bonds of any such Series in the purchase of such bonds under the provisions of paragraph (a) above, such monies or the balance of such monies, as the case may be, shall be retained in the Redemption Account and, as soon as it is feasible, applied to the retirement of the term bonds of such Series;

Second, to the purchase of any bonds secured under the provisions of the Trust Agreement and then Outstanding, whether or not such bonds shall be subject to redemption, in accordance with the provisions of paragraph (a) above;

Third, term bonds of each Series in proportion (as nearly as practicable) to the aggregate principal amount of the bonds of each such Series originally issued; and

Fourth, after the retirement of all Outstanding term bonds, serial bonds issued under the provisions of the Trust Agreement in the inverse order of their maturities and, to the extent the serial bonds of different Series mature on the same date, in proportion (as nearly as practicable) to the principal amount of the bonds of each Series maturing on such date.

Reserve Account

From the monies remaining in the Revenue Fund after making the required monthly deposits to the Bond Service Account and Redemption Account described above, there shall be deposited to the credit of the Reserve Account in the Sinking Fund an amount equal to 1/60 of the Reserve Account Requirement under the Trust Agreement until the amount to the credit of the Reserve Account (including amounts available under any Reserve Facilities) shall be equal to the Reserve Account Requirement; provided, however, that if the required deposit to the Reserve Account is being satisfied by the reinstatement of any amount drawn under a Reserve Facility, there shall be paid to the provider thereof such amount as shall be required to cause the provider to reinstate no less than the required deposit for such month.

This requirement shall be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Account in each month thereafter until such time as such deficiency shall be made up.

Monies in the Reserve Account shall be used by the Trustee to pay the interest due on the Outstanding bonds and maturing principal of serial bonds whenever and to the extent that the monies held for the credit of the Bond Service Account are insufficient for such purpose, and, immediately following the use of such monies for the payment of such interest and principal for the purpose of making up any prior deficiencies in deposits to the credit of the Redemption Account whenever the monies in the Revenue Fund are insufficient for such purpose. If at any time the balance in the Reserve Account shall exceed the Reserve Account Requirement, such excess shall be transferred to the credit of the Redemption Account or withdrawn by the Trustee and deposited with the Co-Trustee to the credit of the Improvement Fund as may be specified by the County.

In lieu or in satisfaction of any required deposit into the Reserve Account or in substitution for all or a portion of the amounts on deposit therein, the County may cause to be deposited into the Reserve Account a Reserve Facility for the benefit of the holders of the bonds, which Reserve Facility shall be available to be drawn (upon the giving of notice as required thereunder) on any payment date on which a deficiency exists for payment of the bonds, which deficiency is payable from the Reserve Account and which cannot be cured by monies in the Reserve Account or any other fund or account held pursuant to the Trust Agreement and available for such purpose. If any such Reserve Facility is substituted for monies on deposit in the Reserve Account, the excess monies in the Reserve Account shall be applied to satisfy any deficiency in any of the funds and accounts, and any remaining balance shall be deposited with the Co-Trustee to the credit of the Improvement Fund. If a disbursement is made from a Reserve Facility, the County shall be obligated, in accordance with the provisions of the Trust Agreement, to either (i) reinstate such Reserve Facility, (ii) deposit monies in the Reserve Account, or (iii) undertake a combination of such alternatives.

In the event the Reserve Account is at any time funded with more than one Reserve Facility, any required draw under such facilities shall be made on a pro-rata basis thereunder; provided, however, that if at the time of such draw the Reserve Account is only partially funded with one or more Reserve Facilities, prior to drawing on such facilities, there shall first be applied any cash and securities on deposit in the Reserve Account and, if after such application a deficiency exists, the Trustee shall make up the deficiency by drawing on such facilities as provided in this paragraph. Amounts drawn or paid under a Reserve Facility shall be reimbursed to the provider thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such facility entered into between the County and such provider.

Reserve Maintenance Fund

From the monies remaining in the Revenue Fund after making the required deposits to the Bond Service Account, Redemption Account and Reserve Account described above, there shall be deposited with the Co-Trustee to the credit of the Reserve Maintenance Fund the amount required to make the amount deposited during such fiscal year equal to the amount recommended by the Consulting Engineers in a report prepared after an annual inspection of the Port Authority Properties by the Consulting Engineers or such greater amount as may from time to time be directed by the Director in writing to the Co-Trustee, such amount to be increased or decreased in accordance with any amendments to the Annual Budget of Capital Expenditures.

Monies held for the credit of the Reserve Maintenance Fund shall be used only for paying all or part of the cost of unusual or extraordinary maintenance or repairs, renewals and replacements, the cost of replacing equipment, and premiums on insurance required by the Trust Agreement; provided, however, that monies in said Fund may also be disbursed:

(a) To meet an emergency caused by some extraordinary occurrence, so characterized by a certificate signed by the Consulting Engineers and filed with the Co-Trustee and accompanied by a certificate from the Director stating that funds to the credit of the Revenue Fund are insufficient to meet such emergency,

(b) To pay interest due on the Outstanding bonds and the principal on serial bonds, or the deposits required to be made to the credit of the Redemption Account, in the event the monies to the credit of the Bond Service Account and the Reserve Account are insufficient for such purpose, and

(c) To pay any additional amount necessary to repair, replace or reconstruct damaged or destroyed property over and above any proceeds of insurance covering such damaged or destroyed property.

Monies may also be transferred from the Reserve Maintenance Fund to the Revenue Fund if the County shall direct the same by resolution and the Consulting Engineers shall certify that the amount to be transferred is not required for the purposes for which the Reserve Maintenance Fund was created.

Improvement Fund

The balance of any monies remaining in the Revenue Fund after making the required deposits to the Bond Service Account, the Redemption Account, the Reserve Account and the Reserve Maintenance Fund described above shall be deposited with the Co-Trustee to the credit of the Improvement Fund; provided, however, that the County may by resolution direct the Trustee to deposit all or part of such balance from the Revenue Fund to the credit of the Redemption Account.

Monies held for the credit of the Improvement Fund may be disbursed by the County from time to time for any airport or airport-related purpose, and for the retirement of any bonds issued under the provisions of the Trust Agreement or may be pledged by the County to the payment of any bonds or other obligations issued or assumed by it. Unencumbered funds in the Improvement Fund shall be used to make up a deficiency in any Series Account in the Construction Fund in the amount required to complete payment of the cost of any Improvements or Project payable from such Series Account.

There may also be deposited to the credit of the Improvement Fund any monies received by the County from any property or facilities owned or operated by it which do not constitute a part of the Port Authority Properties.

Alternate Provisions for Certain Bonds and Hedge Agreements

A resolution authorizing the issuance of a particular Series of bonds may provide alternative provisions relating to the payment of the principal of and interest on such bonds, in which event deposits to the credit of the Bond Service Account, the Redemption Account and the Reserve Account on account of the bonds of such Series, shall, if and to the extent provided in, or pursuant to, such resolution, be made at such times and in such amounts, and may be set aside and held for the account of and disposition by the County, all as shall be provided in such resolution.

The County may authorize, by resolution, a Hedge Agreement with respect to any Series of bonds, including any Outstanding bonds and any bonds thereafter issued under the Trust Agreement. Such resolution may provide for deposits to the credit of the Bond Service Account under the Trust Agreement for the payment of Hedge Obligations (but not Hedge Charges) to be made at such time and in such amounts, and to be set aside and held for the account of and for the disposition by the County all as shall be provided in such resolution; provided, however, that the Counterparty shall under no circumstances be granted a lien upon or pledge of Net Revenues ranking prior

to or on a parity with the lien or pledge created by the Trust Agreement; and provided further, however, that Hedge Charges shall only be payable from the Improvement Fund.

Investment of Funds

Monies on deposit to the credit of any funds and accounts held under the Trust Agreement, including the Construction Fund, shall as nearly as may be practicable, be invested and reinvested, at the direction of the County, in Authorized Investments. Monies on deposit to the credit of the Reserve Account shall, as nearly as practicable, be invested and reinvested by the Trustee, at the direction of the County, in Authorized Investments which shall mature or which shall be subject to redemption at the option of the holder not later than fifteen (15) *years* after the date of such investment.

Monies on deposit to the credit of the Revenue Fund, the Reserve Maintenance Fund and the Improvement Fund shall be invested by the Co-Trustee, at the direction of the County, in Authorized Investments having such maturities as specified in a certificate of the County.

Temporary Financing

The County may at any time or times issue its notes or other obligations to finance temporarily any of the Improvements or Projects for which it may issue additional bonds under the Trust Agreement, payable not from Revenues, but solely from the proceeds of such bonds or from any unencumbered monies in the Improvement Fund. If additional bonds are issued under the Trust Agreement to pay such notes or obligations, the Improvements or Project financed with such notes or other obligations shall then constitute a part of the Port Authority Properties.

Issuance of Additional Bonds

The County may issue additional bonds payable on a parity with the bonds under the Trust Agreement (the "Additional Bonds") at any time or times for the purpose of paying all or part of the cost of any additional Improvements or Project or any portions thereof, including the payment of any notes or other obligations of the County or the repayment of any advances made from any source to temporarily finance such cost, and for making a deposit to the Reserve Account in an amount not to exceed the increase in the Reserve Account Requirement related to the issuance of such Series of bonds. Such bonds shall not be authenticated by the Trustee, in accordance with the then-current form of the Trust Agreement, until the following documents, among others, have been received and the following conditions have been met:

(a) A copy of the resolution authorizing the issuance of the Additional Bonds.

(b) If not provided in the resolution under (a) above, a copy of the resolution awarding such Additional Bonds and directing the authentication and delivery of such Additional Bonds to or upon the order of the principal underwriters upon payment of the purchase price therefor.

(c) A statement, signed by the Consulting Engineers certifying that the construction or acquisition of the Improvements or Project described in the resolution authorizing the issuance of such Additional Bonds is, in their opinion, necessary to place or maintain the Port Authority Properties in proper condition for their safe, efficient and economic operation or to preserve, extend, increase or improve the service rendered by the Port Authority Properties, and giving their estimate of the total cost of the Improvements or Project or portions thereof (including a reserve for contingencies), to be financed in whole or in part by the issuance of such Additional Bonds.

(d) To the extent necessary for purposes of (h)(ii) below, a statement, signed by the Traffic Engineers, giving their estimates (taking into account the information contained in item (iv) of the certificate of the Director mentioned in (e) below) of:

(i) The amounts of the Current Expenses in each of the five fiscal years immediately following the date of said statement or, if interest on the Additional Bonds is to be paid from proceeds of such Additional Bonds,

in each of the five fiscal years immediately following the last date on which interest on such Additional Bonds is to be paid from proceeds of such Additional Bonds, and

(ii) The amount of annual Net Revenues in each of the five fiscal years immediately following the date of said statement or, if interest on the Additional Bonds is to be paid from proceeds of such Additional Bonds, in each of the five fiscal years immediately following the last date on which interest on such Additional Bonds it to be paid from proceeds of such Additional Bonds.

(e) A certificate, signed by the Director (and approved by the Trustee as to item (i) below and by the Traffic Engineers as to any adjustments described in item (iii) below), setting forth:

(i) The amount of the Principal and Interest Requirements for each succeeding fiscal year on account of all bonds then Outstanding and the Additional Bonds,

(ii) The amount, if any, which is then available or will be made available for paying the cost of such Improvements or Project or portions thereof and the source or sources from which such amount has been or will be received,

(iii) To the extent necessary for purposes of (h)(ii) below, the amount of Net Revenues for any period of 12 consecutive calendar months selected by the County out of the eighteen calendar months immediately preceding the date of said certificate (the "Computation Period"); provided, however, that if the rates and charges for the use of, and for the services and facilities furnished by, the Port Authority Properties shall have been revised prior to the date of such certificate, the Net Revenues for the Computation Period may be adjusted to reflect the amounts which would have been received had such rates and charges been in effect throughout the Computation Period, and

(iv) If interest on the Additional Bonds is to be paid from proceeds of such Additional Bonds, the last date on which interest on such Additional Bonds is expected to be paid from proceeds of such Additional Bonds.

(f) A certificate of the Director stating that the County is not in default under any provisions of the Trust Agreement.

(g) An opinion of the County Attorney stating that the proposed Additional Bonds have been duly authorized and all conditions to their delivery have been met.

(h) The Trustee has determined that:

(i) The proceeds (excluding accrued interest) of such Additional Bonds to be applied to the costs of the Improvements or Project or portions thereof to be financed in whole or in part by the Additional Bonds, together with any other funds made available therefor, shall be not less than the estimated total cost of the Improvements or Project or portions thereof to be financed in whole or in part by the Additional Bonds;

(ii) Either: (a) the percentage derived by dividing the amount of Net Revenues shown in item (iii) of the certificate of the Director mentioned in (e) above by the largest amount of Principal and Interest Requirements shown for any fiscal year in item (i) of said certificate mentioned in (e) above shall not be less then 120%, or (b) the percentages derived by dividing the amount of Net Revenues for each of the fiscal years shown in item (ii) of the statement of the Traffic Engineers mentioned in (d) above by the amount of Principal and Interest Requirements shown for the corresponding fiscal years in item (i) of the certificate of the Director mentioned in (e) above shall not be less than 120%; and

(iii) The amount to the credit of the Reserve Account in the Sinking Fund (including amounts available under any Reserve Facilities) shall be not less than the amount then required to be on deposit to the credit of the Reserve Account at such time under the terms of the Trust Agreement.

The proceeds of any such Additional Bonds, exclusive of accrued interest, are to be deposited in the Reserve Account to the extent necessary and the balance is to be deposited with the Co-Trustee to the credit of the related Series Account in the Construction Fund.

The Trust Agreement also provides an alternative for the issuance of Additional Bonds for completion of any Improvements or a Project in the event that the bonds initially issued for such Improvements or Project are insufficient to complete that Improvement or Project. Such Additional Bonds may be issued without meeting the requirements set forth in (a) through (h) above in order to provide additional funds for completion of Improvements or Projects, as shown by a resolution of the Board and a statement of the Consulting Engineers. Such Additional Bonds shall constitute a part of the same Series of the bonds as the bonds initially issued for the uncompleted Improvement or Project. Such Additional Bonds shall bear the same date as the bonds initially issued for such Improvements or Projects, but may be made subject to redemption at different times and prices. If the bonds initially issued were serial bonds, then the Additional Bonds shall be serial bonds maturing in annual installments beginning not earlier than one year after their delivery and ending in the year of the latest stated maturity of the bonds initially issued, and the annual installments shall be in such amounts that the Principal and Interest Requirements of such Additional Bonds shall be as nearly equal as the County deems practicable. If the bonds initially issued shall consist of term bonds or both serial bonds and term bonds, then the Additional Bonds shall be term bonds maturing on the same date as the term bonds initially issued, and the resolution authorizing the Additional Bonds shall fix, or provide for the fixing of, the Amortization Requirements for such Additional Bonds, beginning not earlier than one year after the date of delivery of such Additional Bonds and being that percentage, as nearly as practicable, of the Amortization Requirements for the term bonds initially issued which is derived by dividing the principal amount of the Additional Bonds by the principal amount of the term bonds initially issued. If an issue of Additional Bonds meets the requirements set forth in (a) through (h) above, such Additional Bonds do not have to meet the requirements set forth in this paragraph.

Issuance of Refunding Bonds

The County may issue revenue refunding bonds payable on a parity with the bonds under the Trust Agreement (the "Refunding Bonds") to:

(a) Refund at their maturity all or any portion of the Outstanding bonds of any Series which mature within 3 months thereafter. Such Refunding Bonds shall mature in a year not earlier than the year of the latest stated maturity of any bonds then Outstanding under the Trust Agreement.

(b) Redeem prior to or paying at their maturity all or any portion of the Outstanding bonds of any Series issued under the provisions of the Trust Agreement, including the payment of any redemption premium thereon and interest to accrue thereon to the date fixed for their redemption or maturity, as applicable, paying costs of issuance with respect thereto and making a deposit to the Reserve Account in an amount not to exceed the increase, if any, in the Reserve Account Requirement relating to the issuance of such Series Refunding Bonds.

(c) Refund all or any portion of obligations then outstanding which have not been issued under the provisions of the Trust Agreement for the payment of which there are pledged revenues of any airport or airport-related project or projects.

Refunding Bonds may be issued only if there shall be filed with the Trustee (i) a copy of the resolution authorizing such Refunding Bonds, (ii) if not provided in the resolution under (i) above, a copy of the resolution awarding such Refunding Bonds and directing the authentication and delivery of such Refunding Bonds, (iii) an opinion of the County Attorney stating that the issuance of such Refunding Bonds has been duly authorized and all conditions precedent thereto have been fulfilled and (iv) if such Refunding Bonds are to be issued for the purpose of redeeming bonds of any Series prior to their stated maturity, such documents as shall be required by the Trustee to show that provision has been duly made in accordance with the Trust Agreement for the redemption of all bonds to be refunded which are to be redeemed prior to their stated maturity.

Refunding Bonds may only be issued for the purpose described in (b) above if, among other conditions described in the Trust Agreement, either (A) the total Principal and Interest Requirements for the Refunding Bonds during their term is less than the total Principal and Interest Requirements for the bonds to be refunded during their

term, (B) the percentage derived by dividing (i) the Net Revenues for the Computation Period by (ii) the maximum amount of Principal and Interest Requirements for any succeeding fiscal year on account of all bonds theretofore issued under the provisions of the Trust Agreement and then Outstanding (other than the refunded bonds) and the proposed Refunding Bonds, as set forth in a certificate of the Director, approved by the Traffic Engineers as to (i) above to the extent of any adjustments to Net Revenues and approved by the Trustee as to item (ii) above, shall not be less than 120%, or (C) the percentages derived by dividing (i) the estimated amount of annual Net Revenues in each of the five fiscal years immediately following delivery of the Refunding Bonds (such Net Revenues to be determined from the Revenues and Current Expenses as estimated by the Traffic Engineers in a statement signed by the Traffic Engineers) by (ii) the amount of the Principal and Interest Requirements for each of such five fiscal years on account of all bonds theretofore issued under the provisions of the Trust Agreement and then Outstanding (other than the refunded bonds) and the proposed Refunding Bonds, as set forth in a certificate of the Director, shall not, in each such year, be less than 120%.

Issuance of Refunding Bonds for the purpose described in (c) above may be undertaken only if, among other conditions described in the Trust Agreement, (A) the percentages derived by dividing the estimated amount of annual Net Revenues of the Port Authority Properties, including the project or projects financed with the obligations to be refunded, in each of the five fiscal years immediately following delivery of such Refunding Bonds, as estimated by the Traffic Engineers in accordance with the terms of the Trust Agreement, by the amount of the Principal and Interest Requirements for the corresponding fiscal years for all bonds then Outstanding and the proposed Refunding Bonds shall not, in each such year, be less than 120%, and (B) the County is not then in default under the Trust Agreement and there is no deficiency in the Reserve Account in the Sinking Fund.

Refunding Bonds issued for any of the above purposes shall mature not later than forty years from their date and may be subject to redemption prior to maturity (including from Amortization Requirements for any term bonds).

Other Types of Bonds, Credit Enhancement and Hedge Agreements

The County may (i) provide that any bonds authorized to be issued under the Trust Agreement may be issued as capital appreciation bonds, capital appreciation and income bonds, convertible bonds, put bonds, variable rate bonds or such other types of bonds as may be marketable from time to time, or any combination thereof, (ii) provide that such bonds shall be additionally secured by a Credit Facility and/or Liquidity Facility, (iii) enter into agreements with any bank, dealer in tax exempt bonds or other institution for the remarketing of bonds which have been tendered for payment, (iv) enter into agreements with any bank or other financial institution providing a Credit Facility or Liquidity Facility for the reimbursement of funds advanced under such Credit Facility or Liquidity Facility, and (v) enter into Hedge Agreements.

For purposes of determining the principal amount of a capital appreciation bond or a capital appreciation and income bond for redemption, acceleration or computation of the amount of bonds held by the holder thereof in giving any notice, consent, request or demand pursuant to the Trust Agreement for any purpose whatsoever, the principal amount of a capital appreciation bond shall be deemed to be its Accreted Value and the principal amount of a capital appreciation and income bond shall be deemed to be its Appreciated Value.

Use of Port Authority Properties

The County covenants that it will establish and enforce reasonable rules and regulations governing the use of the Port Authority Properties and the operation thereof, that all compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the Port Authority Properties will be reasonable, that no more persons will be employed by it than are necessary, and that it will maintain and operate the Port Authority Properties in an efficient and economical manner, that it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements.

Disposal of Port Authority Properties

The County covenants that except as otherwise permitted in the Trust Agreement it will not sell or otherwise dispose of or encumber the Port Authority Properties or any part thereof and will not create or permit to be created any charge or lien on the Revenues thereof ranking equally with or prior to the charge or lien on such Revenues of the bonds issued under and secured by the Trust Agreement; provided, however, that the County may, from time to time, sell or otherwise dispose of property forming part of the Port Authority Properties, if the Director shall determine that such property is no longer needed or is no longer useful in connection with the construction or operation and maintenance of the Port Authority Properties (with any proceeds thereof to be applied to the replacement of the property so sold or disposed of or deposited to the credit of the Redemption Account in the Sinking Fund, the Reserve Maintenance Fund or the Revenue Fund as the Board shall determine by resolution).

Bonds Secured Otherwise Than by the Trust Agreement

Nothing in the Trust Agreement is to be construed as preventing the issuance by the County of obligations secured by other than the revenues pledged as security for the bonds issued under the provisions of the Trust Agreement. The County covenants, however, that: (1) none of the Revenues of the Port Authority Properties will be used for any purpose other than as provided in the Trust Agreement, (2) it will not construct or consent to the construction of any project (including any building or structure at Miami International Airport) other than such projects as shall be financed by Additional Bonds under the Trust Agreement unless there shall be filed with the Clerk of the Board (a) a statement, signed by the Traffic Engineers, certifying that in their opinion, the operation of such project will not affect the County's compliance with the rate covenant set forth in the Trust Agreement and (b) a statement, signed by the Consulting Engineers, certifying that the operation of such project will not impair the operating efficiency of the Port Authority Properties, and (3) no contracts will be entered into or any action taken that would impair or diminish the rights of the Trustee, the Co-Trustee, and the bondholders. An airport or airport-related project financed by obligations not issued under the Trust Agreement may be added to the Port Authority Properties by resolution of the Board if the amount of the annual Net Revenues of the Port Authority Properties including such project in each of the five fiscal years immediately following the inclusion of such project in the Port Authority Properties, as estimated by the Traffic Engineers in accordance with the terms of the Trust Agreement, after deducting the amount of the average annual deposits estimated by the Consulting Engineers to be required to be made to the credit of the Reserve Maintenance Fund in such five fiscal years, will, in each such fiscal year, be not less than 120% of the Principal and Interest Requirements for such fiscal year on account of all bonds then Outstanding under the Trust Agreement.

Insurance

The County covenants that it will maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the Director determines, with the approval of an independent risk management consultant having a nationwide and favorable repute for skill and experience in such work selected by the County, will afford adequate protection against loss caused by damage to or destruction of the Port Authority Properties or any part thereof and also such comprehensive public liability insurance on the Port Authority Properties for bodily injury and property damage and in such amounts as may be approved by such independent risk management consultant.

All such insurance policies shall be carried in a responsible insurance company or companies authorized and qualified under the laws of the State of Florida to assume the risks thereof.

The proceeds of all such insurance covering damage to or destruction of Port Authority Properties shall be deposited with the Co-Trustee and shall be available for and shall, to the extent necessary and in the opinion of the Consulting Engineers desirable, be applied to the repair, replacement or reconstruction of the damaged or destroyed property, and shall be paid out in the manner provided in the Trust Agreement for payments from the Construction Fund. If such proceeds are more than sufficient for such purpose, the balance remaining shall be deposited to the credit of the Reserve Maintenance Fund. If such proceeds shall be insufficient for such purpose, the deficiency shall be supplied out of any monies in the Reserve Maintenance Fund.

Engineers

The County covenants to employ an independent engineer or engineering firm or corporation having a nationwide and favorable repute for skill and experience in such work for the purpose of carrying out the duties imposed on the Consulting Engineers as detailed in the Trust Agreement, and to employ an independent engineer or engineering firm or corporation having a nationwide and favorable repute for skill and experience in such work to perform the duties imposed on the Traffic Engineers by the Trust Agreement.

Audits and Reports

The County covenants to keep accurate records and accounts of the Revenues of the Port Authority Properties, of the application of such Revenues and of all items of costs and expenditures relating to the Port Authority Properties. Such records and accounts shall be open to the inspection of all interested persons.

The County also covenants to file monthly with the Trustee and Co-Trustee and mail to the Consulting Engineers and each bondholder who has filed his name and address with the County for such purpose, any revisions of the rates and charges for the Port Authority Properties made during the preceding calendar month and a report of the preceding calendar month setting forth the Revenues and Current Expenses of the Port Authority Properties, the deposits to, and withdrawals from, each special fund and account created under the Trust Agreement, the details of all bonds issued, paid, purchased or redeemed, a balance sheet as of the end of such month, the balance in each fund and account and the details of investments thereof and the proceeds received from any sales of property.

The County further covenants that it will cause an audit of its books and accounts to be made annually by an independent firm of certified public accountants of recognized ability and standing, and that it will cause an annual report of the operations of the Port Authority Properties covering matters usually contained in annual reports for similar properties, to be prepared and filed with the County, the Consulting Engineers, the Trustee, the Co-Trustee, each provider of a Credit Facility and each bondholder who shall have filed his name and address with the County for such purposes. Such annual reports shall be open to the inspection of all interested persons.

Defeasance

If, in addition to any requirements set forth in any resolution authorizing the issuance of a particular Series of bonds, when the bonds secured under the Trust Agreement shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the bonds for redemption shall have been given by the County to the Trustee, the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the bonds and coupons then Outstanding shall be paid or sufficient monies, Government Obligations, or a combination of monies and Government Obligations, shall be held by the Trustee or the Paying Agents for such purpose, and provision shall also be made for paying all other sums payable under the Trust Agreement by the County, then and in that case the right, title and interest of the Trustee and of the Co-Trustee shall thereupon cease, determine and become void, and the Trustee and the Co-Trustee in such case, on demand of the County, shall release the Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by the County, and shall turn over to the County or to such officer, board or body as may then be entitled by law to receive the same any surplus in any account in the Sinking Fund and all balances remaining in any other funds or accounts other than monies held for redemption or payment of bonds or coupons; otherwise the Trust Agreement shall be, continue and remain in full force and effect.

For purposes of the above paragraph, Government Obligations shall be deemed sufficient to pay or redeem bonds if the principal of and interest on such Government Obligations, when due, will be sufficient to pay the principal and the interest and the redemption premium, if any, due on the bonds.

Amendments or Modifications

Any of the provisions of the Trust Agreement may be modified or amended from time to time by supplemental agreements entered into by the County and Trustees upon the consent of the holders of not less than two-thirds in an aggregate principal amount of the bonds then Outstanding, provided that any such modification or

amendment will not permit (a) extension of the maturity of the principal of or the interest on any bond, (b) a reduction of the principal amount of any bond or the redemption premium or the rate of interest of any bond, (c) the creation of a lien or a pledge of revenues ranking prior to or on a parity with the lien or pledge created by the Trust Agreement, (d) a preference or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental agreements.

The County and the Trustees may, without the consent of the bondholders, enter into supplemental agreements to cure any ambiguity, formal defect or omission in the Trust Agreement or any supplemental agreement or to grant to or confer upon the Trustees or either of them for the benefit of the bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the bondholders or the Trustees or either of them.

So long as the provider of a Credit Facility has not defaulted in its obligations thereunder, such provider will be deemed the holder of all bonds secured by such Credit Facility for purposes of any required consents and approvals to such supplemental agreements from the holders of bonds.

The holders of any Series of bonds to be issued under the Trust Agreement shall be deemed to have consented to a supplemental agreement if the principal underwriters of such Series of bonds shall consent in writing to such supplemental agreement and the nature of such supplemental agreement is disclosed in any offering document pursuant to which such Series of bonds is being offered for sale.

Remedies of Bondholders

The Trust Agreement defines events of default as (i) the failure to pay the principal of and any redemption premium on any of the bonds and, if provided in, or pursuant to, the resolution authorizing the issuance of a particular Series of bonds, payment of the purchase price thereof, when the same shall become due and payable, whether at maturity, pursuant to optional or mandatory tender or upon call for redemption or otherwise, (ii) the failure to pay interest within 10 days after the same shall become due and payable, (iii) the failure to deposit to the credit of the Redemption Account in any fiscal year an amount equal to the Amortization Requirement for such fiscal year for the term bonds of each Series then Outstanding, (iv) the County shall for any reason be rendered incapable of fulfilling its obligations under the Trust Agreement, (v) a final judgment for the payment of money shall be rendered against the County as a result of the ownership, control or operation of the Port Authority Properties and not discharged, appealed or stayed within 60 days from the entry thereof, (vi) a receiver of the Port Authority Properties or the Revenues shall have been appointed and, if such appointment was without the consent or acquiescence of the County, shall not have been vacated, stayed, or discharged within 60 days after the entry of an order or decree appointing said receiver, (vii) any proceeding shall be instituted with the consent and acquiescence of the County, for the purpose of effecting a composition or adjustment of claims between the County and creditors pursuant to any federal or state statute, if such claims are payable out of Revenues, and (viii) the default by the County, after 30 days' notice thereof by the Trustee, in the due and punctual performance of any of the covenants or provisions in the bonds or in the Trust Agreement, provided that if such default shall be of a type which can be remedied but not within 30 days, it shall not constitute an event of default if the County in good faith begins and diligently pursues to remedy such default within such 30-day period.

The Trust Agreement provides that failure to meet the minimum requirements, set forth in subparagraphs (ii) and (iii) under the caption "SECURITY FOR THE SERIES 2012 BONDS – Rate Covenant" in the main body of the Official Statement, in any fiscal year, of the Reserve Maintenance Fund or the Sinking Fund does not in itself constitute an event of default if the County shall comply with all recommendations of the Traffic Engineers as to rates and charges; however, the Trustee or the holders of not less than 15%, or after none of the bonds issued prior to the Effective Date are Outstanding, the holders of not less than a majority, in principal amount of bonds Outstanding may, or upon the request of not less than ten percent (10%), or after none of the bonds issued prior to the Effective Date are Outstanding, the holders of not less than a majority, in principal amount of bonds Outstanding, and upon being indemnified to its satisfaction, the Trustee shall institute appropriate action to compel the County to revise the rates and changes.

In the event of default, the Trustee may, and upon the request of the holders of not less than 20%, or after none of the bonds issued prior to the Effective Date are Outstanding, the holders of not less than a majority, in

principal amount of the Outstanding bonds shall, declare the principal of all Outstanding bonds to be due and payable immediately. The Trustee may, and upon the request of the holders of not less than ten percent (10%), or after none of the bonds issued prior to the Effective Date are Outstanding, the holders of not less than a majority, in principal amount of the Outstanding bonds shall, proceed to protect and enforce its rights and the rights of the bondholders by such suits, actions or special proceedings in equity or at law as the Trustee being advised by counsel shall deem most effectual to protect and enforce such rights. Anything in the Trust Agreement to the contrary notwithstanding, the holders of a majority in principal amount of bonds then Outstanding shall have the right, subject to the obligation to indemnify the Trustee pursuant to the terms of the Trust Agreement, to direct the method and place of conducting all remedial proceedings, to the extent lawful and in the opinion of the Trustee not unjustly prejudicial to other bondholders not parties to such directions. No remedy is intended to be exclusive of any other remedy or remedies, and each and every remedy is cumulative and is in addition to every other remedy given under the Trust Agreement or existing at law.

No holder of any of the bonds, except as described above, shall have any right to institute any suit, action, mandamus or other proceedings in equity or at law for the enforcement of any right under the Trust Agreement or the laws of Florida, unless such holder previously shall have given to the Trustee written notice of the event of default or breach of trust or duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than ten percent (10%), or after none of the bonds issued prior to the Effective Date are Outstanding, the holders of not less than a majority, in principal amount of the Outstanding bonds shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to exercise its granted powers or to institute such action, suit or proceedings, and unless there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

So long as the provider of a Credit Facility has not defaulted in its obligations thereunder, such provider will be deemed the holder of all bonds secured by such Credit Facility for purposes of exercising the rights of the holders of bonds upon the occurrence of any event of default.

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE AIRLINE USE AGREEMENT

The following is a summary of certain provisions of the Airline Use Agreement and does not purport to be complete. Reference is made to the Airline Use Agreement, a copy of which is on file and available at the office of the Aviation Department, for a review of its complete terms. Terms not defined in this Summary or in this Official Statement shall have meanings set forth in the Airline Use Agreement.

The Airline Use Agreement ("AUA") sets forth the operating privileges and responsibilities at Miami International Airport ("MIA" or the "Airport") for an airline operating at MIA which has signed the AUA (a "Signatory Airline"). The AUA does not lease or convey any property interest to the Signatory Airline and is effective as to any successor governing authority of the Airport.

The term of the AUA is for fifteen years from its effective date, which is defined as being May 1, 2002. All AUAs, no matter when actually executed by the airline, bear the effective date of May 1, 2002. Each Signatory Airline agrees that its obligations to pay Landing Fees and charges, whether incurred for operations at MIA or any other airport within the County's Airport System, shall continue beyond any expiration of the agreement for so long as the Signatory Airline operates at MIA or such other airport and bonds are outstanding under the Trust Agreement or any successor trust indenture. Conversely, if the Signatory Airline discontinues its operations at a County airport, the Signatory Airline has no further obligation to the airport at which it operated other than for payment of incurred charges.

The Signatory Airline agrees to whatever Landing Fee Rates and charges are established by the County from time to time, and agrees that (1) the Landing Fee Rate may be based on a residual method of calculating Landing Fees set forth in Tab G of the AUA and discussed below, and (2) Terminal Building fees may be based on the cost-based equalized rate-setting methodology described in Tab H of the AUA. The County may modify such methodologies in order to comply with its requirements under the Trust Agreement or under federal law, or as a result of a Board-approved modification resulting from consultation with the Airlines at MIA and consented to by the Trustee.

Each Signatory Airline agrees that the Passenger Facility Charge revenue belongs to the Airport and not the airline. Each Signatory Airline further agrees that it will (1) comply with all rules and regulations of the Airport, (2) indemnify and reimburse the County for any failure to so comply, (3) comply with all applicable noise abatement regulations, (4) obtain appropriate airline operating certificates and liability insurance, (5) comply with all security requirements and directives, (6) not discriminate in violation of applicable law, and (7) control its employees in the use of the Airport. The Signatory Airline acknowledges the primacy of the Trust Agreement.

Each Signatory Airline agrees that the Miami Airport Affairs Committee (the "MAAC") shall represent the interests of all airlines at MIA for voting on matters on which the AUA requires a decision and that any Majority-In-Interest ("MII") decision by the MAAC required by the AUA shall be binding on the Signatory Airline. MIIs consist of those airlines on the MAAC that are not less than 51% of existing MAAC members and that collectively with their non-signatory Affiliated Airlines represent more than 25% of total landed weight for which Landing Fees were paid during the previous Fiscal Year by all MAAC airlines and their non-signatory Affiliated Airlines. An "Affiliated Airline" is defined to be any airline of a designated relationship to the Signatory Airline that is shown on Tab F of the AUA as being an airline for which the Signatory Airline has agreed to be financially responsible.

The Aviation Department may incur costs without MII approval to design and construct any capital project that (1) is a Non-Port Authority Properties facility provided it will cause no increase in Airline Costs Per Enplaned Passenger, (2) has net costs (i.e., project costs less equity sources such as grants or PFC revenue) that do not exceed $15 million, (3) is financed by special facility revenue bonds not payable from Airport System funds, (4) is financed by a tenant or third-party source and not subject to reimbursement, (5) is in connection with the reclassification to Port Authority Properties, (6) is required under the Trust Agreement as certified by the Consulting Engineers, (7) is required to comply with a rule, regulation, order or requirement of any federal, state or governmental agency, (8) is

necessary to settle lawful claims, satisfy judgments or comply with judicial orders against the County by reason of its ownership, operation, maintenance or use of the Port Authority Properties or parts thereof, (9) is needed as a result of an emergency, (10) is needed to repair or replace casualty damage, (11) is a capital project previously approved by the MIIs, although if the scope materially changes and the revised construction estimate increases by more than 25% of the approved construction cost, the MIIs may review the increment in construction costs; and (12) is part of the approved CIP listed in Exhibit A of the AUA, with MIIs, however, having the right to review any increase in estimates of Exhibit A project costs, if such costs at the program level are more than 25% of original estimated program costs.

MII review of all other projects is based on whether projected costs per enplaned passenger ("CEP") are above a stated level, as expressed in all cases in 1998 dollars.

(a) If the projected CEP does not exceed $30 (in 1998 dollars) in five (5) or more years of the ten (10) year projection period, then a project is deemed approved by the MIIs unless the Aviation Department receives written responses from the MIIs that they disapprove the project within forty-five (45) days of the request for approval. If disapproval occurs, the Aviation Department must defer the project for one hundred eighty (180) days and then re-submit the project to the MIIs for the same review process. Each such re-submitted project shall be deemed to be approved unless the Aviation Department receives written responses from the MIIs that they disapprove the project within forty-five (45) days of the re-submission. After one hundred eighty (180) days following resubmission, the Aviation Department may proceed with any such project that was disapproved by the MIIs on re-submission.

(b) If the projected CEP exceeds $30 (in 1998 dollars) but does not exceed $35 (in 1998 dollars) in six (6) or more years of the ten (10) year projection period, then the project is not deemed approved unless the MIIs signify their approval in writing within forty-five (45) days. Late responses and non-responses are deemed to signify approval of such project. If non-approval occurs, the Aviation Department must defer the project for one hundred eighty (180) days and then re-submit the project to the MIIs for the same review process within forty-five (45) days of the request for approval. No re-submitted project shall be deemed approved by the MIIs unless the MIIs provide written approval thereof within forty-five (45) days of resubmission. Late responses and non-responses are deemed to signify approval of such project. If construction of such project is not approved by the MIIs, the Aviation Department may still construct the project upon approval thereof by the Board of County Commissioners.

(c) If the CEP exceeds $35 (in 1998 dollars) in six (6) or more years of the 10-year projection period, a construction moratorium occurs during the next Fiscal Year except for those 12 categories of projects listed above. However, the Aviation Department may present capital projects during such time period, and if it obtains MII approval then the Aviation Department may construct such projects.

The AUA permits each Signatory Airline to participate in the Aviation User Credit Program ("AUCP"). The Aviation Department is entitled to collect all fees applicable thereto in cash each time an airline uses the Airport. To avoid the administrative inconvenience to the Aviation Department and to the airline of collecting such cash payments at each time of use, the Aviation Department permits the Signatory Airline to participate in the AUCP under which the airline self-reports and self-pays the designated Aviation Activity fees by the 10th day of the month following the month in which the fees were incurred.

The AUA provides that an airline operating at MIA may be obligated to pay 100%, 105% or 150% of the Landing Fee Rate and certain aviation use fees (collectively, the "Aviation Activities" fees). An airline that both signs the AUA and participates in the AUCP pays only 100% of the established Aviation Activities fees. An airline that does not sign the AUA but is allowed to participate in the AUCP pays 105% of such fees, and an airline that fails to participate in or is removed from the AUCP is placed on a cash payment basis and must pay 150% of such fees, even if the airline has signed the AUA.

The Aviation Department calculates the Landing Fee Rate to be effective as of October 1 of each year based upon the annual budget for the Port Authority Properties and estimates of Total Landed Weight. The Landing Fee Rate may be adjusted semi-annually effective April 1. If the County is required because of emergency conditions to adjust the Landing Fee Rate effective at a time other than October 1 or April 1, the Aviation Department after proper notification of the MIA air carriers, may adjust the Landing Fee Rate. Promptly upon the cessation of the emergency conditions requiring any such adjustment, the Aviation Department will notify the air

carriers to the adjustment that can be made because of the cessation of such conditions and the effective date upon which the adjustment will take effect.

For the use of the airfield at the Airport, each airline shall pay the County monthly Landing Fees determined by multiplying its Total Landed Weight during the month by the then-current Landing Fee Rate. Landing Fees are calculated by determining the difference between anticipated Revenue Credits and the total Revenue Requirement for the forthcoming year. The Revenue Requirement for the period of the fee calculation is estimated on a cash basis by totaling the following amounts:

(i) Estimated Principal and Interest Requirements on Bonds issued under the Trust Agreement then outstanding and on Bonds to be issued during the period of the fee calculation;

(ii) A coverage margin calculated as 20% of the estimated Principal and Interest Requirements;

(iii) Estimated Current Expenses;

(iv) Estimated change in the operating reserve for Current Expenses, which reserve is calculated as a percentage (not to exceed 20%) of estimated Current Expenses;

(v) Estimated deposit, if any, from Revenues to the Bond Reserve Account required to meet the reserve requirement;

(vi) Deposit to the Reserve Maintenance Fund in the amount recommended by the Consulting Engineers;

(vii) Estimated debt service payable from Revenues on commercial paper then outstanding and on commercial paper to be issued during the period of the fee calculation, including amounts necessary to make hedge or termination payments;

(viii) Estimated debt service and revenue covenant requirements payable from Revenues on other indebtedness (including, for example, subordinate debt, Passenger Facility Charge debt, or general obligation bonds) then outstanding and on other indebtedness to be issued during the period of the fee calculation;

(ix) Estimated deposits to funds and accounts payable from Revenues that may be required in connection with commercial paper or other indebtedness; and

(x) Costs of Prior Aviation Development Facilities ("Prior ADF"), if any, that may be payable from Revenues pursuant to a merger of the Port Authority Properties and Prior ADF, net of Prior ADF revenues related to such costs.

The total Revenue Credits for the period of the Landing Fee calculation is estimated on a cash basis by totaling the following amounts:

(i) Revenues to be received during the period of the fee calculation from all sources, including the transfer from the Improvement Fund and Revenues from the Non-Signatory Differential, but exclusive of Revenues from (a) Landing Fees, (b) interest earnings on monies in the Reserve Maintenance Fund, and (c) interest earnings on monies in the Improvement Fund; and

(ii) Revenues to be received from landing fees for aircraft landings conducted prior to the effective date of the revised Landing Fee Rate (which, for example, includes Revenues received in October for landings conducted in September when computing the October 1 Landing Fee Rate).

The resulting differential between Revenue Requirement and Revenue Credits is then divided by estimated Total Landed Weight for the period to determine the Landing Fee Rate per one thousand (1,000) pounds of aircraft

weight. (When computing the October 1 Landing Fee Rate, Total Landed Weight covers the 11-month period from October through August.)

In the AUA, the Signatory Airline acknowledges that the County (1) may deduct from the monies remaining in the Improvement Fund at the end of each Fiscal Year the sum of $5 million to be deposited into the Retainage Sub-account up to a cumulative maximum balance of $15 million, to be used by the Airport for any lawful airport purpose, (both of these dollar amounts are subject to an annual percentage adjustment, up or down, as defined in the AUA) and (2) may deposit to the Performance Sub-account 50% of the revenue amounts that exceed the break-even costs of the Cargo and Commercial Aviation Support Facilities. No maximum cumulative amount applies to the amounts in this sub-account, and monies in this sub-account may be used for any lawful purpose.

[End of AUA Summary]

APPENDIX E

PROPOSED FORM OF BOND COUNSEL OPINION

On the date of issuance of the Series 2012 Bonds, Hogan Lovells US LLP and the Law Offices of Steve E. Bullock, P.A., Bond Counsel, propose to render their opinion in substantially the following form, which is subject to change.

[TO BE PROVIDED]

APPENDIX F

PROPOSED FORM OF DISCLOSURE COUNSEL OPINION

On the date of issuance of the Series 2012 Bonds in definitive form, Edwards Wildman Palmer LLP and Rasco Klock Reininger Perez Esquenazi Vigil & Nieto, Disclosure Counsel, propose to render their approving opinion in the following form:

_____ ___, 2012

Board of County Commissioners
of Miami-Dade County, Florida
Miami, Florida

$_____
MIAMI-DADE COUNTY, FLORIDA
Aviation Revenue Refunding Bonds
Series 2012A (AMT)

$_____
MIAMI-DADE COUNTY, FLORIDA
Aviation Revenue Refunding Bonds
Series 2012B (NON-AMT)

Ladies and Gentlemen:

We have served as disclosure counsel to Miami-Dade County, Florida (the "County") in connection with the issuance by the County of its $_____ Miami-Dade County, Florida Aviation Revenue Refunding Bonds, Series 2012A (AMT) (the "Series 2012A Bonds") and $_____ Miami-Dade County, Florida Aviation Revenue Refunding Bonds, Series 2012B (NON-AMT) (the "Series 2012B Bonds" and together with the Series 2012A Bonds, the "Series 2012 Bonds").

In connection with the issuance and delivery of this opinion, we have considered such matters of law and fact and have relied upon such certificates and other information furnished to us as we deemed appropriate. We are not expressing any opinion or views herein on the authorization, issuance, delivery or validity of the Series 2012 Bonds and we have assumed, but not independently verified, that the signatures on all documents and certificates that we have examined are genuine.

To the extent that the opinions expressed herein relate to or are dependent upon the determination that the proceedings and actions related to the authorization, issuance and sale of the Series 2012 Bonds are lawful and valid under the laws of the State of Florida, or that the Series 2012 Bonds are valid and binding obligations of the County enforceable in accordance with their respective terms, we understand that you are relying upon the opinions delivered on the date hereof of Hogan Lovells US LLP and the Law Offices Steve E. Bullock, P.A., Bond Counsel, and no opinion is expressed herein as to such matters.

The scope of our engagement with respect to the issuance of the Series 2012 Bonds was not to establish factual matters and because of the wholly or partially non-legal character of many of the determinations involved in the preparation of the Official Statement, dated _____, 2012 (the "Official Statement"), we are not passing on and do not assume any responsibility for, except as set forth in the next paragraph, the accuracy or completeness of the contents of the Official Statement (including, without limitation, any appendices, schedules, and exhibits thereto) and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. As your counsel, we have participated in the preparation of the Official Statement and in discussions and conferences with representatives of the County from the Finance Department, the County Attorney's Office and the Aviation Department of Miami-Dade County, Florida, First Southwest Company and Frasca & Associates, L.L.C., Financial Advisors to the Aviation Department, Jacobs Consultancy, Inc., Traffic Engineers for the Aviation Department, Hogan Lovells US LLP and the Law Offices Steve E. Bullock, P.A., Bond Counsel, and representatives

of Broad and Cassel, Orlando, Florida (as representative of the Underwriters for the Series 2012 Bonds), in which the contents of the Official Statement and related matters were discussed.

Based solely on the basis of our participation in the preparation of the Official Statement, our examination of certificates, documents, instruments and records and the above-mentioned discussions, nothing has come to our attention which would lead us to believe that the Official Statement (except for the financial and statistical data in the Official Statement, including, without limitation, the appendices thereto, and the matters set forth therein under the captions "THE SERIES 2012 BONDS – Book-Entry- Only System," and in APPENDICES A, B, C, D, E and G as to which no opinion is expressed) is not a fair and accurate summary of the matters purported to be summarized therein or that the Official Statement (except as set forth above) contained as of its date or as of the date hereof, any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. We are also of the opinion that the continuing disclosure undertaking set forth in the Series 2012 Resolution satisfies the requirements set forth in Rule 15c2-12(b)(5)(i) of the Securities Exchange Act of 1934, as amended.

In reaching the conclusions expressed herein, we have with your concurrence, assumed and relied on the genuineness and authenticity of all signatures not witnessed by us; the authenticity of all documents, records, instruments, items and letters submitted to us as originals; the conformity with originals of all items submitted to us as certified or photostatic copies and examined by us; the legal capacity and authority of the persons who executed the documents; the accuracy of all warranties, representations and statements of fact contained in the documents and instruments submitted to us in connection with the purchase and sale of the Series 2012 Bonds; that neither you nor the Underwriters have any actual knowledge or any reason to believe that any portion of the Official Statement is not accurate; and the continuing accuracy on this date of any certificates supplied to us regarding the matters addressed herein, which assumptions we have not verified. As to questions of fact material to our opinions, we have relied upon and assumed the correctness of the public records and certificates by and representations of public officials and other officers and representatives of various parties to this transaction. We have no actual knowledge of any factual information that would lead us to form a legal opinion that the public records or the certificates which we have relied upon contain any untrue statement of a material fact.

We are further of the opinion that, assuming the Series 2012 Bonds are the legal, valid and binding obligations of the County, the Series 2012 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

The opinions set forth herein are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the United States of America. The only opinions rendered hereby shall be those expressly stated herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion may be relied upon solely by the County and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent.

Respectfully submitted,

[APPENDIX G

SPECIMEN BOND INSURANCE POLICY]

EXHIBIT "C"

ESCROW DEPOSIT AGREEMENT

(on file with the Clerk's Office)