SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Board Members
C. April Boling
Chairman

Greg Cox
Mark Kersey
Robert T. Lloyd
Paul Robinson
Johanna S. Schiavoni
Michael Schumacher
Mark B. West

Ex-Officio Board Members
Cory Binns
Col. Charles B. Dockery
Gayle Miller

President / CEO
Kimberly J. Becker

EXECUTIVE/FINANCE COMMITTEE
and
SPECIAL BOARD MEETING

AGENDA

Monday, October 28, 2019
9:00 A.M.

San Diego International Airport
SDCRAA Administration Building -- Third Floor
Board Room
3225 N. Harbor Drive
San Diego, CA 92101

This Agenda contains a brief general description of each item to be considered. The indication of a recommended action does not indicate what action (if any) may be taken. If comments are made to the Committee without prior notice or are not listed on the Agenda, no specific answers or responses should be expected at this meeting pursuant to State law. ***Please note that agenda items may be taken out of order.***

Staff Reports and documentation relating to each item of business on the Agenda are on file with the Board Services department and are available for public inspection.

***NOTE:** This Committee Meeting also is noticed as a Special Meeting of the Board to (1) foster communication among Board members in compliance with the Brown Act; and (2) preserve the advisory function of the Committee.

Board members who are not members of this Committee may attend and participate in Committee discussions. Since sometimes more than a quorum of the Board may be in attendance, to comply with the Brown Act, this Committee meeting also is noticed as a Special Meeting of the Board.

To preserve the proper function of the Committee, only members officially assigned to this Committee are entitled to vote on any item before the Committee. This Committee only has the power to review items and make recommendations to the Board. Accordingly, this Committee cannot, and will not, take any final action that is binding on the Board or the Authority, even if a quorum of the Board is present.

PLEASE COMPLETE A "REQUEST TO SPEAK" FORM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE AUTHORITY CLERK. ***PLEASE REVIEW THE POLICY FOR PUBLIC PARTICIPATION IN BOARD AND BOARD COMMITTEE MEETINGS (PUBLIC COMMENT) LOCATED AT THE END OF THE AGENDA.***

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Executive Committee

Committee Members: Boling (Chairman), Robinson, Schumacher

Finance Committee

Committee Members: Cox (Chairman), Lloyd, Schiavoni, West

NON-AGENDA PUBLIC COMMENT

Non-Agenda Public Comment is reserved for members of the public wishing to address the Committee on matters for which another opportunity to speak **is not provided on the Agenda**, and which is within the jurisdiction of the Committee. Please submit a completed speaker slip to the Authority Clerk. ***Each individual speaker is limited to three (3) minutes. Applicants, groups and jurisdictions referring items to the Board for action are limited to five (5) minutes.***

Note: Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Committee.

NEW BUSINESS:

EXECUTIVE COMMITTEE:

1. APPROVAL OF MINUTES:
RECOMMENDATION: Approve the minutes of the September 23, 2019 regular meeting.

FINANCE COMMITTEE:

2. REVIEW OF THE UNAUDITED FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019:
RECOMMENDATION: Forward to the Board with a recommendation for acceptance.
Presented by: Kathy Kiefer, Senior Director, Finance and Asset Management

3. REVIEW OF THE AUTHORITY'S INVESTMENT REPORT AS OF SEPTEMBER 30, 2019:
RECOMMENDATION: Forward to the Board with a recommendation for acceptance.
Presented by: Geoff Bryant, Manager, Airport Finance

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4. SUMMARY OF OUTSTANDING REVOLVING OBLIGATIONS AS OF SEPTEMBER 30, 2019:
Presented by: Geoff Bryant, Manager, Airport Finance

5. AUTHORIZATION AND APPROVAL OF BOND DOCUMENTS AND SALE OF UP TO $ 950 MILLION AIRPORT REVENUE AND REVENUE REFUNDING BONDS, INCLUDING DELEGATION OF PRICING AUTHORITY AND APPROVAL OF RELATED DOCUMENTS, TO REFUND THE AUTHORITY'S OUTSTANDING 2010 REVENUE BONDS AND A PORTION OF THE OUTSTANDING SUBORDINATE REVOLVING OBLIGATIONS AND TO FUND PROJECTS IN THE CAPITAL PROGRAM:
RECOMMENDATION: Forward to the Board with a recommendation for approval to (1) authorize the issuance and sale of not-to-exceed $950 million in aggregate principal amount of one or more series of San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds and Revenue Refunding Bonds; and (2) approving the forms of a Sixth and Seventh Supplemental Subordinate Trust Indenture, Preliminary and Final Official Statements, a Purchase Contract, a Forward Delivery Purchase Contract, Escrow Agreements and Continuing Disclosure Certificates, and certain related matters.
Presented by: John Dillon, Director, Financial Planning and Budget

EXECUTIVE COMMITTEE:

6. PRE-APPROVAL OF TRAVEL REQUESTS AND APPROVAL OF BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT REQUESTS FOR BOARD MEMBERS, THE PRESIDENT/CEO, THE CHIEF AUDITOR AND GENERAL COUNSEL:
RECOMMENDATION: Pre-approve travel requests and approve business and travel expense reimbursement requests.
Presented by Tony R. Russell, Director, Board Services/Authority Clerk

REVIEW OF FUTURE AGENDAS:

7. REVIEW OF THE DRAFT AGENDA FOR THE NOVEMBER 7, 2019 BOARD MEETING:
Presented by: Kimberly J. Becker, President/CEO

8. REVIEW OF THE DRAFT AGENDA FOR THE NOVEMBER 7, 2019 AIRPORT LAND USE COMMISSION MEETING:
Presented by: Kimberly J. Becker, President/CEO

COMMITTEE MEMBER COMMENTS:

ADJOURNMENT:

Policy for Public Participation in Board, Airport Land Use Commission (ALUC), and Committee Meetings (Public Comment)

Persons wishing to address the Board, ALUC, and Committees shall complete a "Request to Speak" form prior to the initiation of the portion of the agenda containing the item to be addressed (e.g., Public Comment and General Items). Failure to complete a form shall not preclude testimony, if permission to address the Board is granted by the Chair.

The Public Comment Section of the agenda is reserved for persons wishing to address the Board, ALUC, and Committees on any matter for which another opportunity to speak is not provided on the Agenda, and on matters that are within the jurisdiction of the Board.

Persons wishing to speak on specific items listed on the agenda will be afforded an opportunity to speak during the presentation of individual items. Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board, ALUC and Committees.

If many persons have indicated a desire to address the Board, ALUC and Committees on the same issue, then the Chair may suggest that these persons consolidate their respective testimonies. Testimony by members of the public on any item shall be limited to **three (3) minutes per individual speaker and five (5) minutes for applicants, groups and referring jurisdictions.**

Pursuant to Authority Policy 1.33 (8), recognized groups must register with the Authority Clerk prior to the meeting.

After a public hearing or the public comment portion of the meeting has been closed, no person shall address the Board, ALUC, and Committees without first obtaining permission to do so.

Additional Meeting Information

NOTE: This information is available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter, or an Assistive Listening Device (ALD) for the meeting, please telephone the Authority Clerk's Office at (619) 400-2400 at least three (3) working days prior to the meeting to ensure availability.

For your convenience, the agenda is also available to you on our website at www.san.org.

For those planning to attend the Board meeting, parking is available in the public parking lot located directly in front of the SDCRAA Administration Building. Bring your ticket to the third floor receptionist for validation.

You may also reach the SDCRAA Administration Building by using public transit via the San Diego MTS system, Route 992. For route and fare information, please call the San Diego MTS at (619) 233-3004 or 511.

DRAFT
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
SPECIAL EXECUTIVE COMMITTEE MEETING MINUTES
MONDAY, SEPTEMBER 23, 2019
BOARD ROOM

CALL TO ORDER: Chairman Boling called the Special Executive Committee Meeting to order at 10:00 a.m., on Monday, September 23, 2019, in the Board Room of the San Diego International Airport, Administration Building, 3225 N Harbor Drive, San Diego, CA 92101.

PLEDGE OF ALLEGIANCE: Chairman Boling led the Pledge of Allegiance.

ROLL CALL:

Present:	Committee Members:	Boling (Chairman), Schumacher
Absent:	Committee Members:	Robinson
Also Present:		Angela Shafer-Payne, Vice President/COO; Amy Gonzalez, General Counsel; Tony R. Russell, Director, Board Services/Authority Clerk, Martha Morales, Assistant Authority Clerk I

Tony R. Russell, Director, Board Services/Authority Clerk announced that the Finance portion of this meeting was canceled due to the lack of a quorum of the Committee.

NON-AGENDA PUBLIC COMMENT: KAMRAN HAMIDI, SAN DIEGO, provided a presentation regarding the passage and signing of AB 5 and the impact it will have on ground transportation at San Diego International Airport.

NEW BUSINESS:

1. **APPROVAL OF MINUTES:**
   RECOMMENDATION: Approve the minutes of the August 26, 2019 regular meeting.

   ACTION: Moved by Board Member Schumacher and seconded by Chairman Boling to approve staff's recommendation. Motion carried unanimously, noting Board Member Robinson as ABSENT.

2. **PRE-APPROVAL OF TRAVEL REQUESTS AND APPROVAL OF BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT REQUESTS FOR BOARD MEMBERS, THE PRESIDENT/CEO, THE CHIEF AUDITOR AND GENERAL COUNSEL:**
   RECOMMENDATION: Pre-approve Travel Requests and approve Business and Travel Expense Reimbursement Requests.

   ACTION: Moved by Board Member Schumacher and seconded by Chairman Boling to approve staff's recommendation. Motion carried unanimously, noting Board Member Robinson as ABSENT.

REVIEW OF FUTURE AGENDAS:

6. REVIEW OF THE DRAFT AGENDA FOR THE OCTOBER 3, 2019 BOARD MEETING:

Angela Shafer-Payne, Vice President/COO, provided an overview of the draft agenda for the October 3, 2019, Board meeting.

Amy Gonzalez, General Counsel requested that Item 15 regarding the Sheila Culbreath case be removed from Closed Session.

Chairman Boling requested that the financial and investment reports that were to be provided to the Finance Committee today be presented at the October 3 Board meeting.

7. REVIEW OF THE DRAFT AGENDA FOR THE OCTOBER 3, 2019 AIRPORT LAND USE COMMISSION MEETING:

Angela Shafer-Payne, Vice President/COO, provided an overview of the draft agenda for the October 3, 2019, ALUC meeting.

COMMITTEE MEMBER COMMENTS: None.

ADJOURNMENT: The meeting was adjourned at 10:08 a.m.

APPROVED BY A MOTION OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY EXECUTIVE COMMITTEE THIS 28TH DAY OF OCTOBER, 2019.

ATTEST:

_____
TONY R. RUSSELL
DIRECTOR, BOARD SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

_____
AMY GONZALEZ
GENERAL COUNSEL

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Statements of Revenues, Expenses, and Changes in Net Position
For the Month Ended September 30, 2019
(Unaudited)

	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Operating revenues:					
Aviation revenue:					
Landing fees	$ 3,873,034	$ 3,875,836	$ 2,802	-	$ 2,112,031
Aircraft parking Fees	982,325	727,245	(255,080)	(26)%	293,925
Building rentals	9,276,434	9,486,651	210,217	2%	5,853,960
Security surcharge	-	-	-	-	2,920,455
CUPPS Support Charges	767,024	781,503	14,479	2%	114,983
Other aviation revenue	14,163	13,050	(1,113)	(8)%	14,163
Terminal rent non-airline	178,782	208,515	29,733	17%	179,709
Terminal concessions	2,347,740	2,507,236	159,496	7%	2,257,776
Rental car license fees	2,512,575	2,066,239	(446,336)	(18)%	2,807,186
Rental car center cost recovery	170,290	169,188	(1,102)	(1)%	168,659
License fees other	571,973	693,177	121,204	21%	572,466
Parking revenue	3,316,996	4,022,262	705,266	21%	3,778,718
Ground transportation permits and citations	1,627,106	1,638,222	11,116	1%	1,365,123
Ground rentals	1,443,982	1,449,319	5,337	0%	1,691,063
Grant reimbursements	39,057	24,000	(15,057)	(39)%	24,001
Other operating revenue	104,773	218,574	113,801	109%	110,894
Total operating revenues	**27,226,254**	**27,881,017**	**654,763**	**2%**	**24,265,112**
Operating expenses:					
Salaries and benefits	3,998,304	3,833,704	164,600	4%	3,691,095
Contractual services	3,909,614	3,469,180	440,434	11%	4,114,322
Safety and security	2,673,302	2,520,411	152,891	6%	2,516,624
Space rental	849,229	848,055	1,174	-	848,055
Utilities	1,374,319	1,356,937	17,382	1%	1,480,842
Maintenance	1,064,178	821,356	242,822	23%	1,146,648
Equipment and systems	24,567	6,989	17,578	72%	51,170
Materials and supplies	34,620	87,184	(52,564)	(152)%	62,671
Insurance	115,561	104,487	11,074	10%	91,171
Employee development and support	105,760	124,023	(18,263)	(17)%	79,047
Business development	226,092	186,997	39,095	17%	175,820
Equipment rentals and repairs	282,865	269,779	13,086	5%	234,470
Total operating expenses	**14,658,411**	**13,629,102**	**1,029,309**	**7%**	**14,491,935**
Total operating revenues	27,226,254	27,881,017	654,763	2%	24,265,112
Total operating expenses	14,658,411	13,629,102	1,029,309	7%	14,491,935
Income from operations	**12,567,843**	**14,251,915**	**1,684,072**	**-**	**9,773,177**
Depreciation	10,339,039	10,339,039	-	-	9,257,597
Operating income (loss)	**2,228,804**	**3,912,876**	**1,684,072**	**-**	**515,580**
Nonoperating revenue (expenses):					
Passenger facility charges	4,133,375	4,190,678	57,303	1%	4,035,735
Customer facility charges (Rental Car Center)	3,344,166	3,326,281	(17,885)	(1)%	3,448,138
Quieter Home Program	(206,081)	(288,195)	(82,114)	40%	(69,304)
Interest income	1,433,398	1,525,563	92,165	6%	1,371,321
BAB interest rebate	388,849	390,515	1,666	-	388,849
Interest expense	(6,760,560)	(6,608,728)	151,832	(2)%	(6,672,793)
Bond amortization costs	461,829	461,829	-	-	475,470
Other nonoperating income (expenses)	-	(194,432)	(194,432)	-	(736,967)
Nonoperating revenue, net	**2,794,976**	**2,803,511**	**8,535**	**0%**	**2,240,449**
Change in net position before capital grant contributions	**5,023,780**	**6,716,387**	**1,692,607**	**(34)%**	**2,756,029**
Capital grant contributions	166,125	224,503	58,378	35%	26,630
Change in net position	**$ 5,189,905**	**$ 6,940,890**	**$ 1,750,985**	**(34)%**	**$ 2,782,659**

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Statements of Revenues, Expenses, and Changes in Net Position
For the Three Months Ended September 30, 2019 and 2018
(Unaudited)

	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Operating revenues:					
Aviation revenue:					
Landing fees	$ 12,310,799	$ 12,550,368	$ 239,569	2%	$ 7,169,295
Aircraft parking fees	3,025,923	2,789,046	(236,877)	(8)%	871,641
Building rentals	29,920,370	30,443,862	523,492	2%	17,591,476
Security surcharge	-	-	-	-	8,761,364
CUPPS Support Charges	2,640,114	2,713,679	73,565	3%	344,949
Other aviation revenue	48,861	48,661	(200)	(0)%	48,861
Terminal rent non-airline	549,160	579,528	30,368	-	552,997
Terminal concessions	7,735,082	8,114,463	379,381	5%	7,571,372
Rental car license fees	9,747,450	9,061,061	(686,389)	(7)%	9,298,522
Rental car center cost recovery	510,869	507,564	(3,305)	(1)%	489,034
License fees other	1,689,303	1,932,092	242,789	14%	1,650,352
Parking revenue	10,669,120	12,422,422	1,753,302	16%	11,977,506
Ground transportation permits and citations	4,895,011	4,895,689	678	-	3,841,419
Ground rentals	4,331,945	4,347,959	16,014	-	5,145,444
Grant reimbursements	88,657	81,897	(6,760)	(8)%	110,095
Other operating revenue	315,479	455,601	140,122	44%	375,533
Total operating revenues	**88,478,143**	**90,943,892**	**2,465,749**	**3%**	**75,799,860**
Operating expenses:					
Salaries and benefits	12,538,176	12,077,282	460,894	4%	11,283,591
Contractual services	11,145,696	10,643,983	501,713	5%	11,970,100
Safety and security	8,379,370	8,120,415	258,955	3%	7,757,057
Space rental	2,547,688	2,547,465	223	-	2,547,207
Utilities	4,156,617	3,819,962	336,655	8%	4,084,533
Maintenance	3,419,040	3,219,374	199,666	6%	3,120,426
Equipment and systems	55,375	73,932	(18,557)	(34)%	69,691
Materials and supplies	105,392	174,497	(69,105)	(66)%	147,059
Insurance	465,746	415,700	50,046	11%	378,689
Employee development and support	357,242	287,353	69,889	20%	220,098
Business development	482,036	473,828	8,208	2%	434,898
Equipment rentals and repairs	899,102	911,565	(12,463)	(1)%	788,148
Total operating expenses	**44,551,480**	**42,765,356**	**1,786,124**	**4%**	**42,801,497**
Depreciation	31,126,439	31,126,439	-	-	27,781,261
Operating income (loss)	**12,800,224**	**17,052,097**	**4,251,873**	**(33)%**	**5,217,102**
Nonoperating revenue (expenses):					
Passenger facility charges	12,281,217	12,563,934	282,717	2%	11,963,074
Customer facility charges (Rental Car Center)	11,112,848	11,191,061	78,213	1%	11,135,803
Quieter Home Program	(759,938)	(1,011,821)	(251,883)	33%	(606,577)
Interest income	4,159,261	4,506,733	347,472	8%	4,006,209
BAB interest rebate	1,166,548	1,171,544	4,996	0%	1,166,548
Interest expense	(20,282,183)	(19,835,362)	446,821	(2)%	(20,035,354)
Bond amortization costs	1,398,159	1,398,159	-	-	1,439,401
Other nonoperating income (expenses)	-	2,032,789	2,032,789	-	(313,808)
Nonoperating revenue, net	**9,075,912**	**12,017,037**	**2,941,125**	**32%**	**8,755,296**
Change in net position before capital grant contributions	**21,876,136**	**29,069,134**	**7,192,998**	**(33)%**	**13,972,398**
Capital grant contributions	624,748	347,112	(277,636)	(44)%	1,048,395
Change in net position	**$ 22,500,884**	**29,416,246**	**$ 6,915,362**	**31%**	**$ 15,020,793**

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Statements of Net Position
as of September 30, 2019
(Unaudited)

ASSETS

	September 2019	September 2018
Current assets:		
Cash and investments [1]	$ 127,181,764	$ 108,617,025
Tenant lease receivable, net of allowance of 2019: ($212,244) and 2018: ($206,648)	25,936,622	10,786,243
Grants receivable	2,702,054	2,056,758
Notes receivable-current portion	2,006,052	1,903,323
Prepaid expenses and other current assets	10,355,618	14,104,527
Total current assets	**168,182,110**	**137,467,876**
Cash designated for capital projects and other [1]	24,044,019	42,584,223
Restricted assets:		
Cash and investments:		
Bonds reserve [1]	62,911,770	62,346,162
Passenger facility charges and interest unapplied [1]	66,749,323	82,970,995
Customer facility charges and interest unapplied [1]	45,727,902	45,459,597
SBD Bond Guarantee [1]	4,000,000	4,000,000
Bond proceeds held by trustee [1]	204,687,149	244,783,169
Passenger facility charges receivable	6,724,200	6,148,559
Customer facility charges receivable	3,993,069	3,937,433
OCIP insurance reserve	5,547,273	5,537,667
Total restricted assets	**400,340,686**	**455,183,582**
Noncurrent assets:		
Capital assets:		
Land and land improvements	135,850,387	135,086,591
Runways, roads and parking lots	698,595,118	646,939,284
Buildings and structures	1,695,520,195	1,679,690,969
Machinery and equipment	61,873,546	57,406,265
Vehicles	25,290,895	18,001,120
Office furniture and equipment	44,225,909	37,276,799
Works of art	13,784,607	12,411,889
Construction-in-progress	177,127,655	140,463,741
	2,852,268,312	**2,727,276,658**
Less accumulated depreciation	(1,128,331,753)	(1,020,753,192)
Total capital assets, net	**1,723,936,559**	**1,706,523,466**
Other assets:		
Notes receivable - long-term portion	28,843,822	30,876,382
Investments-long-term portion [1]	237,155,629	152,912,025
Net OPEB Asset	394,547	97,418
Security deposit	281,026	349,943
Total other assets	**266,675,024**	**184,235,768**
Deferred outflows of resources:		
Deferred pension outflows	29,260,126	22,337,559
Deferred OPEB outflows	1,239,596	1,220,606
Deferred POB outflows	556,018	505,326
Total assets and deferred outflows of resources	**$ 2,614,234,138**	**$ 2,550,058,406**

[1] *Total cash and investments, $772,457,556 for 2019 and $743,673,196 for 2018*

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Statements of Net Position
as of September 30, 2019
(Unaudited)

LIABILITIES AND NET POSITION

	September 2019	September 2018
Current liabilities:		
Accounts payable and accrued liabilities	$ 64,781,778	$ 56,811,570
Deposits and other current liabilities	7,569,574	10,627,894
Total current liabilities	**72,351,352**	**67,439,464**
Current liabilities - payable from restricted assets:		
Current portion of long-term debt	63,545,000	22,725,000
Accrued interest on bonds and variable debt	19,369,860	14,037,037
Total liabilities payable from restricted assets	**82,914,860**	**36,762,037**
Long-term liabilities:		
Variable debt	13,719,000	20,163,000
Other long-term liabilities	9,335,274	9,051,142
Long term debt - bonds net of amortized premium	1,527,860,759	1,568,726,295
Net pension liability	18,373,281	18,743,453
Total long-term liabilities	**1,569,288,314**	**1,616,683,890**
Total liabilities	**1,724,554,526**	**1,720,885,391**
Deferred inflows of resources:		
Deferred pension inflows	6,235,495	3,506,867
Deferred OPEB inflows	507,578	541,669
Deferred POB inflows	217,937	178,971
Total liabilities and deferred inflows of resources	**$ 1,731,515,536**	**$ 1,725,112,898**
Net Position:		
Invested in capital assets, net of related debt	350,779,413	332,607,879
Other restricted	195,636,772	207,247,563
Unrestricted:		
Designated	24,044,019	42,584,223
Undesignated	312,258,398	242,505,843
Total Net Position	**$ 882,718,602**	**$ 824,945,508**

San Diego County Regional Airport Authority
Authority Detail Income Statement - Supplemental Schedule
For the three months ended September 30, 2019
(Unaudited)

Print Date: 10/11/2019
Print Time: 10:36:07AM
Report ID: GL0012

	Month to Date					Year to Date				
	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Landing Fees										
41112 - Landing Fees	$3,897,973	$3,893,575	$(4,398)	0	$2,131,954	$12,395,994	$12,603,172	$207,178	2	$7,229,482
41113 - Landing Fee Rebate	(24,939)	(17,739)	7,199	29	(19,923)	(85,195)	(52,804)	32,391	38	(60,187)
Total Landing Fees	**3,873,034**	**3,875,835**	**2,801**	**0**	**2,112,031**	**12,310,799**	**12,550,368**	**239,569**	**2**	**7,169,296**
Aircraft Parking Fees										
41150 - Terminal Aircraft Parking	0	0	0	0	238,180	0	0	0	0	714,540
41155 - Remote Aircraft Parking	0	0	0	0	55,746	0	0	0	0	157,101
41160 - Aircraft Parking Position Rent	622,666	636,840	14,174	2	0	1,867,997	1,910,520	42,523	2	0
41162 - Parking Position Turn Fee	172,395	22,778	(149,617)	(87)	0	565,989	406,226	(159,763)	(28)	0
41165 - Overnight Parking Fee	187,264	67,627	(119,637)	(64)	0	591,937	472,300	(119,637)	(20)	0
Total Aircraft Parking Fees	**982,325**	**727,246**	**(255,079)**	**(26)**	**293,926**	**3,025,923**	**2,789,046**	**(236,878)**	**(8)**	**871,642**
Building and Other Rents										
41210 - Terminal Rent	8,927,189	9,065,651	138,462	2	5,575,433	28,829,225	29,272,377	443,152	2	16,722,007
41215 - Federal Inspection Services	349,245	421,000	71,755	21	278,525	1,091,145	1,171,485	80,340	7	869,469
Total Building and Other Rents	**9,276,434**	**9,486,651**	**210,217**	**2**	**5,853,958**	**29,920,370**	**30,443,862**	**523,492**	**2**	**17,591,476**
Security Surcharge										
41310 - Airside Security Charges	0	0	0	0	686,676	0	0	0	0	2,060,027
41320 - Terminal Security Charge	0	0	0	0	2,233,779	0	0	0	0	6,701,337
Total Security Surcharge	**0**	**0**	**0**	**0**	**2,920,455**	**0**	**0**	**0**	**0**	**8,761,364**
CUPPS Support Charges										
41400 - Common Use Fees	767,024	781,503	14,479	2	114,983	2,640,114	2,713,679	73,565	3	344,949
Total CUPPS Support Charges	**767,024**	**781,503**	**14,479**	**2**	**114,983**	**2,640,114**	**2,713,679**	**73,565**	**3**	**344,949**
Other Aviation Revenue										
43100 - Fuel Franchise Fees	14,163	13,050	(1,114)	(8)	14,163	48,861	48,661	(200)	0	48,861
Total Other Aviation Revenue	**14,163**	**13,050**	**(1,114)**	**(8)**	**14,163**	**48,861**	**48,661**	**(200)**	**0**	**48,861**
Non-Airline Terminal Rents										
45010 - Terminal Rent - Non-Airline	178,782	208,515	29,734	17	179,709	549,160	579,528	30,368	6	552,997
Total Non-Airline Terminal Rents	**178,782**	**208,515**	**29,734**	**17**	**179,709**	**549,160**	**579,528**	**30,368**	**6**	**552,997**

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	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Concession Revenue										
45111 - Term Concessions-Food & Bev	$1,061,983	$1,139,093	$77,110	7	$1,031,174	$3,532,504	$3,643,856	$111,352	3	$3,437,053
45112 - Terminal Concessions - Retail	640,813	661,923	21,109	3	646,235	2,156,033	2,151,408	(4,625)	0	2,155,535
45113 - Term Concessions - Other	227,628	251,919	24,290	11	188,538	767,369	1,010,858	243,489	32	755,935
45114 - Term Concessions Space Rents	80,803	84,709	3,906	5	78,062	242,408	254,139	11,731	5	235,727
45115 - Term Concessions Cost Recovery	139,050	171,893	32,842	24	120,447	423,282	447,682	24,400	6	388,604
45116 - Rec Distr Center Cost Recovery	138,057	135,223	(2,834)	(2)	134,203	414,441	403,912	(10,530)	(3)	401,443
45117 - Concessions Marketing Program	59,406	62,476	3,071	5	59,117	199,045	202,608	3,563	2	197,075
45120 - Rental car license fees	2,512,575	2,066,239	(446,336)	(18)	2,807,186	9,747,450	9,061,061	(686,389)	(7)	9,298,522
45121 - Rental Car Center Cost Recover	170,290	169,188	(1,102)	(1)	168,659	510,869	507,564	(3,305)	(1)	489,034
45130 - License Fees - Other	571,973	693,177	121,204	21	572,466	1,689,303	1,932,092	242,789	14	1,650,352
Total Concession Revenue	**5,602,578**	**5,435,839**	**(166,739)**	**(3)**	**5,806,089**	**19,682,706**	**19,615,181**	**(67,526)**	**0**	**19,009,279**
Parking and Ground Transportat										
45210 - Parking	3,316,996	4,022,262	705,266	21	3,778,718	10,669,120	12,422,422	1,753,302	16	11,977,506
45220 - AVI fees	1,606,192	1,604,385	(1,807)	0	1,343,782	4,832,270	4,791,737	(40,533)	(1)	3,762,336
45240 - Ground Transportation Pe	0	6,874	6,874	0	3,553	0	24,718	24,718	0	17,540
45250 - Citations	20,914	26,963	6,050	29	17,788	62,741	79,234	16,493	26	61,543
Total Parking and Ground Transportat	**4,944,101**	**5,660,485**	**716,383**	**14**	**5,143,841**	**15,564,131**	**17,318,112**	**1,753,981**	**11**	**15,818,926**
Ground Rentals										
45310 - Ground Rental Fixed - N	1,443,982	1,449,320	5,338	0	1,691,063	4,331,945	4,347,959	16,014	0	5,145,444
Total Ground Rentals	**1,443,982**	**1,449,320**	**5,338**	**0**	**1,691,063**	**4,331,945**	**4,347,959**	**16,014**	**0**	**5,145,444**
Grant Reimbursements										
45410 - TSA Reimbursements	24,000	24,000	0	0	24,000	73,600	73,600	0	0	73,600
45420 - Planning Grants	15,057	0	(15,057)	(100)	1	15,057	8,297	(6,760)	(45)	36,495
Total Grant Reimbursements	**39,057**	**24,000**	**(15,057)**	**(39)**	**24,001**	**88,657**	**81,897**	**(6,760)**	**(8)**	**110,095**

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	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Other Operating Revenue										
45510 - Finger Printing Fee	$18,926	$22,256	$3,330	18	$26,694	$56,778	$62,838	$6,060	11	$75,454
45520 - Utilities Reimbursements	17,631	16,686	(945)	(5)	17,117	52,892	50,058	(2,834)	(5)	51,352
45530 - Miscellaneous Other Reve	4,274	3,761	(513)	(12)	4,045	12,822	12,632	(190)	(1)	23,078
45540 - Service Charges	7,314	93,426	86,112	1,177	29,268	21,942	119,630	97,688	445	154,136
45550 - Telecom Services	40,500	41,380	880	2	14,889	121,500	123,944	2,444	2	14,889
45570 - FBO Landing Fees	16,128	41,064	24,936	155	18,881	48,385	85,339	36,955	76	55,464
45580 - Equipment Rental	0	0	0	0	0	1,160	1,160	0	0	1,160
Total Other Operating Revenue	**104,773**	**218,574**	**113,801**	**109**	**110,894**	**315,478**	**455,600**	**140,122**	**44**	**375,534**
Total Operating Revenue	**27,226,253**	**27,881,016**	**654,763**	**2**	**24,265,112**	**88,478,144**	**90,943,892**	**2,465,748**	**3**	**75,799,861**
Personnel Expenses										
Salaries										
51110 - Salaries & Wages	2,901,435	2,412,941	488,493	17	2,297,920	9,085,480	7,560,201	1,525,280	17	7,293,698
51210 - Paid Time Off	29,167	304,111	(274,944)	(943)	270,980	87,500	1,011,959	(924,459)	(1,057)	934,417
51220 - Holiday Pay	0	54,707	(54,707)	0	53,784	0	114,484	(114,484)	0	112,789
51240 - Other Leave With Pay	0	9,007	(9,007)	0	10,455	0	45,535	(45,535)	0	36,247
51250 - Special Pay	0	6,597	(6,597)	0	7,621	0	101,176	(101,176)	0	82,823
Total Salaries	**2,930,601**	**2,787,363**	**143,239**	**5**	**2,640,760**	**9,172,980**	**8,833,354**	**339,626**	**4**	**8,459,975**
52110 - Overtime	47,781	71,483	(23,702)	(50)	65,684	183,393	218,477	(35,084)	(19)	204,490

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	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Benefits										
54110 - FICA Tax	$217,756	$197,775	$19,981	9	$190,029	$685,624	$644,346	$41,278	6	$623,739
54120 - Unemployment Insurance-S	0	0	0	0	0	0	3,054	(3,054)	0	7,356
54130 - Workers Compensation Ins	22,801	14,088	8,713	38	14,235	70,572	45,030	25,542	36	49,154
54135 - Workers Comp Incident Expense	0	0	0	0	2,823	0	1,534	(1,534)	0	(52,010)
54210 - Medical Insurance	392,007	367,085	24,921	6	322,028	1,159,277	1,100,825	58,451	5	958,548
54220 - Dental Insurance	27,215	26,531	684	3	25,104	80,466	79,605	861	1	75,264
54230 - Vision Insurance	3,479	3,240	239	7	3,208	10,280	9,744	536	5	9,616
54240 - Life Insurance	7,895	7,185	710	9	8,811	23,553	21,568	1,986	8	26,465
54250 - Short Term Disability	10,065	11,438	(1,373)	(14)	10,464	29,984	30,774	(790)	(3)	31,261
54310 - Retirement	768,089	766,328	1,760	0	722,291	2,451,620	2,402,042	49,578	2	2,281,807
54315 - Retiree Health Benefits	14,040	13,000	1,040	7	12,400	41,145	38,900	2,245	5	36,700
54410 - Taxable Benefits	0	0	0	0	0	0	8,785	(8,785)	0	810
54430 - Accrued Vacation	0	(41,525)	41,525	0	7,704	0	(66,063)	66,063	0	(56,453)
54440 - Relocation	0	0	0	0	0	0	0	0	0	1,135
Total Benefits	**1,463,345**	**1,365,145**	**98,200**	**7**	**1,319,097**	**4,552,522**	**4,320,144**	**232,378**	**5**	**3,993,392**
Cap Labor/Burden/OH Recharge										
54510 - Capitalized Labor Recha	(399,595)	(229,359)	(170,236)	(43)	(105,748)	(1,228,651)	(791,498)	(437,153)	(36)	(377,966)
54515 - Capitalized Burden Rech	0	(105,885)	105,885	0	(48,853)	0	(351,584)	351,584	0	(164,553)
54599 - OH Contra	0	0	0	0	(129,216)	0	0	0	0	(657,322)
Total Cap Labor/Burden/OH Recharge	**(399,595)**	**(335,244)**	**(64,350)**	**(16)**	**(283,817)**	**(1,228,651)**	**(1,143,082)**	**(85,569)**	**(7)**	**(1,199,841)**
QHP Labor/Burden/OH Recharge										
54520 - QHP Labor Recharge	(43,831)	(25,363)	(18,468)	(42)	(22,765)	(142,067)	(79,140)	(62,927)	(44)	(90,939)
54525 - QHP Burden Recharge	0	(12,581)	12,581	0	(11,388)	0	(36,653)	36,653	0	(41,234)
54526 - QHP OH Contra Acct	0	(14,540)	14,540	0	(16,479)	0	(28,048)	28,048	0	(42,251)
Total QHP Labor/Burden/OH Recharge	**(43,831)**	**(52,483)**	**8,652**	**20**	**(50,632)**	**(142,067)**	**(143,841)**	**1,774**	**1**	**(174,425)**
MM&JS Labor/Burden/OH Recharge										
54530 - MM & JS Labor Recharge	0	(2,560)	2,560	0	0	0	(7,771)	7,771	0	(93)
54531 - Joint Studies - Labor	0	0	0	0	0	0	0	0	0	93
54535 - MM & JS Burden Recharge	0	0	0	0	0	0	0	0	0	(39)
54536 - Maintenance-Burden	0	0	0	0	0	0	0	0	0	39
Total MM&JS Labor/Burden/OH Recharge	**0**	**(2,560)**	**2,560**	**0**	**0**	**0**	**(7,771)**	**7,771**	**0**	**0**
Total Personnel Expenses	**3,998,302**	**3,833,703**	**164,599**	**4**	**3,691,091**	**12,538,177**	**12,077,281**	**460,896**	**4**	**11,283,591**

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	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Non-Personnel Expenses										
Contract Services										
61100 - Temporary Staffing	$31,383	$28,345	$3,038	10	$76,644	$135,450	$142,445	$(6,995)	(5)	$242,660
61110 - Auditing Services	35,417	25,000	10,417	29	37,500	86,250	72,000	14,250	17	75,000
61120 - Legal Services	85,000	(5,483)	90,483	106	61,715	160,000	81,517	78,483	49	192,458
61130 - Services - Professional	932,262	704,576	227,687	24	1,077,052	2,207,308	1,933,219	274,089	12	2,892,793
61150 - Outside Svs - Other	391,235	331,867	59,369	15	326,981	1,159,135	1,079,133	80,002	7	998,378
61160 - Services - Custodial	2,289,888	2,243,980	45,908	2	2,647,902	6,963,979	6,913,582	50,397	1	7,749,395
61190 - Receiving & Dist Cntr Services	144,430	140,896	3,534	2	141,049	433,574	422,087	11,487	3	422,049
61990 - OH Contra	0	0	0	0	(254,520)	0	0	0	0	(602,633)
Total Contract Services	**3,909,616**	**3,469,181**	**440,435**	**11**	**4,114,323**	**11,145,696**	**10,643,982**	**501,714**	**5**	**11,970,101**
Safety and Security										
61170 - Services - Fire, Police,	564,282	566,942	(2,661)	0	483,351	1,753,469	1,719,326	34,143	2	1,572,599
61180 - Services - SDUPD-Harbor	1,598,463	1,481,576	116,887	7	1,580,737	5,115,082	4,763,643	351,439	7	4,783,358
61185 - Guard Services	336,638	381,762	(45,124)	(13)	322,635	1,033,149	1,168,672	(135,523)	(13)	947,851
61188 - Other Safety & Security Serv	173,919	90,130	83,789	48	129,900	477,670	468,774	8,896	2	453,249
Total Safety and Security	**2,673,301**	**2,520,410**	**152,891**	**6**	**2,516,623**	**8,379,370**	**8,120,415**	**258,955**	**3**	**7,757,056**
Space Rental										
62100 - Rent	849,229	848,055	1,174	0	848,055	2,547,688	2,547,465	223	0	2,547,207
Total Space Rental	**849,229**	**848,055**	**1,174**	**0**	**848,055**	**2,547,688**	**2,547,465**	**223**	**0**	**2,547,207**
Utilities										
63100 - Telephone & Other Commun	46,987	44,149	2,837	6	37,017	138,998	126,130	12,868	9	124,699
63110 - Utilities - Gas & Electr	1,179,560	1,172,447	7,112	1	1,302,303	3,627,850	3,307,795	320,055	9	3,584,596
63120 - Utilities - Water	147,773	140,342	7,431	5	141,954	389,769	386,037	3,731	1	375,779
63190 - OH Contra	0	0	0	0	(432)	0	0	0	0	(541)
Total Utilities	**1,374,319**	**1,356,939**	**17,380**	**1**	**1,480,842**	**4,156,617**	**3,819,963**	**336,654**	**8**	**4,084,532**

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Maintenance										
64100 - Facilities Supplies	$79,700	$71,751	$7,949	10	$95,409	$199,200	$231,766	$(32,566)	(16)	$244,863
64110 - Maintenance - Annual R	835,600	705,236	130,364	16	812,913	2,507,955	2,366,033	141,922	6	2,458,438
64124 - Maintenance-Overhead	0	0	0	0	12	0	0	0	0	35
64125 - Major Maintenance - Mat	107,211	23,212	83,999	78	151,874	586,885	493,906	92,979	16	241,346
64140 - Refuse & Hazardous Waste	41,667	21,158	20,509	49	86,440	125,000	127,669	(2,669)	(2)	175,744
Total Maintenance	**1,064,177**	**821,357**	**242,820**	**23**	**1,146,648**	**3,419,040**	**3,219,375**	**199,665**	**6**	**3,120,426**
Equipment and Systems										
65100 - Equipment & Systems	24,567	6,989	17,578	72	50,368	55,375	73,932	(18,557)	(34)	68,889
65101 - OH Contra	0	0	0	0	802	0	0	0	0	802
Total Equipment and Systems	**24,567**	**6,989**	**17,578**	**72**	**51,170**	**55,375**	**73,932**	**(18,557)**	**(34)**	**69,692**
Materials and Supplies										
65110 - Office & Operating Suppl	21,757	77,691	(55,933)	(257)	49,523	72,262	134,940	(62,678)	(87)	116,446
65120 - Safety Equipment & Suppl	9,863	5,212	4,652	47	16,434	23,930	28,372	(4,442)	(19)	37,236
65130 - Tools - Small	3,000	4,281	(1,281)	(43)	0	9,200	11,185	(1,985)	(22)	0
65199 - OH Contra	0	0	0	0	(3,285)	0	0	0	0	(6,623)
Total Materials and Supplies	**34,621**	**87,183**	**(52,562)**	**(152)**	**62,672**	**105,392**	**174,497**	**(69,105)**	**(66)**	**147,059**
Insurance										
67170 - Insurance - Property	74,969	58,335	16,634	22	52,678	224,906	175,004	49,901	22	158,033
67171 - Insurance - Liability	13,008	13,599	(591)	(5)	11,825	39,023	40,796	(1,774)	(5)	35,475
67172 - Insurance - Public Offic	15,635	15,494	140	1	15,033	47,404	46,483	921	2	45,604
67173 - Insurance Miscellaneous	11,949	17,060	(5,111)	(43)	11,636	154,413	153,417	996	1	139,577
Total Insurance	**115,559**	**104,488**	**11,072**	**10**	**91,172**	**465,745**	**415,700**	**50,045**	**11**	**378,689**

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	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Employee Development and Suppo										
66120 - Awards - Service	$3,737	$7,594	$(3,856)	(103)	$3,782	$12,780	$7,994	$4,786	37	$3,883
66130 - Book & Periodicals	4,230	3,230	1,000	24	3,048	12,964	10,427	2,537	20	12,477
66220 - Permits/Certificates/Lic	1,258	1,388	(130)	(10)	1,000	65,750	8,198	57,552	88	25,169
66260 - Recruiting	2,500	1,349	1,151	46	1,144	10,917	11,359	(442)	(4)	7,040
66280 - Seminars & Training	45,316	70,336	(25,019)	(55)	30,489	122,672	96,709	25,964	21	74,456
66290 - Transportation	12,821	11,994	827	6	10,633	37,834	35,251	2,583	7	32,958
66299 - OH Contra	0	0	0	0	(1,961)	0	0	0	0	(6,271)
66305 - Travel-Employee Developm	25,916	23,348	2,568	10	21,167	65,430	78,951	(13,521)	(21)	49,093
66310 - Tuition	2,889	759	2,129	74	2,800	8,666	16,632	(7,966)	(92)	8,010
66320 - Uniforms	7,092	4,024	3,068	43	6,945	20,229	21,832	(1,603)	(8)	13,283
Total Employee Development and Suppo	**105,760**	**124,021**	**(18,262)**	**(17)**	**79,047**	**357,242**	**287,353**	**69,890**	**20**	**220,098**
Business Development										
66100 - Advertising	22,117	56,013	(33,896)	(153)	61,932	65,825	143,481	(77,656)	(118)	174,311
66110 - Allowance for Bad Debts	2,500	200	2,300	92	0	2,500	200	2,300	92	0
66200 - Memberships & Dues	23,977	13,034	10,942	46	24,425	71,303	68,891	2,412	3	60,979
66230 - Postage & Shipping	1,610	882	728	45	239	4,675	8,237	(3,562)	(76)	5,246
66240 - Promotional Activities	116,759	62,990	53,768	46	68,645	251,845	169,336	82,509	33	149,251
66250 - Promotional Materials	3,379	1,265	2,115	63	1,915	9,588	7,445	2,142	22	3,982
66300 - Travel-Business Developm	55,750	52,612	3,138	6	18,664	76,300	76,238	62	0	41,129
Total Business Development	**226,091**	**186,996**	**39,095**	**17**	**175,820**	**482,036**	**473,828**	**8,208**	**2**	**434,897**
Equipment Rentals and Repairs										
66140 - Computer Licenses & Agre	40,185	19,257	20,928	52	13,217	120,269	150,438	(30,169)	(25)	35,822
66150 - Equipment Rental/Leasing	17,879	18,600	(721)	(4)	17,568	78,388	66,313	12,075	15	73,075
66160 - Tenant Improvements	80,000	76,957	3,043	4	79,166	217,000	262,057	(45,057)	(21)	215,440
66270 - Repairs - Office Equipme	144,801	154,965	(10,164)	(7)	176,622	483,445	432,757	50,687	10	576,178
66279 - OH Contra	0	0	0	0	(52,103)	0	0	0	0	(112,367)
Total Equipment Rentals and Repairs	**282,865**	**269,779**	**13,086**	**5**	**234,469**	**899,102**	**911,565**	**(12,463)**	**(1)**	**788,147**
Total Non-Personnel Expenses	**10,660,105**	**9,795,397**	**864,708**	**8**	**10,800,842**	**32,013,302**	**30,688,074**	**1,325,229**	**4**	**31,517,904**
Total Departmental Expenses before	**14,658,406**	**13,629,100**	**1,029,306**	**7**	**14,491,933**	**44,551,479**	**42,765,355**	**1,786,125**	**4**	**42,801,495**

San Diego County Regional Airport Authority
Authority Detail Income Statement - Supplemental Schedule
For the three months ended September 30, 2019
(Unaudited)

	Month to Date					Year to Date				
	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Depreciation and Amortization										
69110 - Depreciation Expense	$10,339,039	$10,339,039	$0	0	$9,257,597	$31,126,439	$31,126,439	$0	0	$27,781,261
Total Depreciation and Amortization	**10,339,039**	**10,339,039**	**0**	**0**	**9,257,597**	**31,126,439**	**31,126,439**	**0**	**0**	**27,781,261**
Non-Operating Revenue/(Expense)										
Passenger Facility Charges										
71110 - Passenger Facility Charg	4,133,375	4,190,678	57,303	1	4,035,735	12,281,217	12,563,934	282,717	2	11,963,074
Total Passenger Facility Charges	**4,133,375**	**4,190,678**	**57,303**	**1**	**4,035,735**	**12,281,217**	**12,563,934**	**282,717**	**2**	**11,963,074**
Customer Facility Charges										
71120 - Customer facility charges (Con	3,344,166	3,326,281	(17,885)	(1)	3,448,138	11,112,848	11,191,061	78,213	1	11,135,803
Total Customer Facility Charges	**3,344,166**	**3,326,281**	**(17,885)**	**(1)**	**3,448,138**	**11,112,848**	**11,191,061**	**78,213**	**1**	**11,135,803**
Quiter Home Program										
71212 - Quieter Home - Labor	(45,850)	(25,395)	20,455	45	(22,765)	(137,550)	(79,172)	58,378	42	(90,939)
71213 - Quieter Home - Burden	0	(12,581)	(12,581)	0	(11,388)	0	(36,653)	(36,653)	0	(41,234)
71214 - Quieter Home - Overhead	0	(14,540)	(14,540)	0	(16,479)	0	(28,048)	(28,048)	0	(42,251)
71215 - Quieter Home - Material	(984,554)	(1,278,064)	(293,510)	(30)	(685,944)	(3,662,142)	(4,454,041)	(791,899)	(22)	(2,839,055)
71216 - Quieter Home Program	824,323	1,042,386	218,063	26	667,271	3,039,754	3,586,093	546,339	18	2,407,051
71224 - Joint Studies Overhead	0	0	0	0	0	0	0	0	0	(149)
71225 - Joint Studies - Material	0	0	0	0	0	0	0	0	0	(192)
71226 - Contractor Overhead	0	0	0	0	0	0	0	0	0	192
Total Quiter Home Program	**(206,081)**	**(288,192)**	**(82,112)**	**(40)**	**(69,305)**	**(759,938)**	**(1,011,821)**	**(251,883)**	**(33)**	**(606,578)**
Interest Income										
71310 - Interest - Investments	1,293,185	996,859	(296,326)	(23)	716,928	3,727,018	2,949,635	(777,383)	(21)	2,155,853
71340 - Interest - Note Receivab	140,213	140,213	0	0	148,897	432,243	432,243	0	0	458,751
71350 - Interest - Other	0	(1,284)	(1,284)	0	(1,559)	0	(1,284)	(1,284)	0	(1,559)
71361 - Interest Income - 2010 Bonds	0	120,686	120,686	0	111,030	0	324,938	324,938	0	365,573
71363 - Interest Income - 2013 Bonds	0	71,461	71,461	0	61,092	0	225,831	225,831	0	207,262
71364 - Interest Income - 2017 Bond A	0	115,177	115,177	0	264,976	0	351,584	351,584	0	589,475
71365 - Interest Income - 2014 Bond A	0	82,451	82,451	0	69,957	0	223,786	223,786	0	230,854
Total Interest Income	**1,433,398**	**1,525,563**	**92,165**	**6**	**1,371,321**	**4,159,261**	**4,506,733**	**347,472**	**8**	**4,006,210**
Interest income BAB's rebate										
71362 - BAB interest rebate	388,849	390,515	1,665	0	388,849	1,166,548	1,171,544	4,996	0	1,166,548
Total Interest income BAB's rebate	**388,849**	**390,515**	**1,665**	**0**	**388,849**	**1,166,548**	**1,171,544**	**4,996**	**0**	**1,166,548**

San Diego County Regional Airport Authority
Authority Detail Income Statement - Supplemental Schedule
For the three months ended September 30, 2019
(Unaudited)

	Month to Date					Year to Date				
	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Interest Expense										
71411 - Interest Expense- 2010 Bonds	$(2,439,900)	$(2,439,900)	$0	0	$(2,481,737)	$(7,319,700)	$(7,319,700)	$0	0	$(7,445,212)
71412 - Interest Expense 2013 Bonds	(1,506,779)	(1,506,779)	0	0	(1,514,513)	(4,520,337)	(4,520,338)	0	0	(4,543,538)
71413 - Interest Expense 2014 Bond A	(1,335,732)	(1,335,732)	0	0	(1,349,970)	(4,007,197)	(4,007,197)	0	0	(4,049,911)
71414 - Interest Expense 2017 Bond A	(1,174,208)	(1,174,208)	0	0	(1,192,792)	(3,522,625)	(3,522,625)	0	0	(3,578,375)
71420 - Interest Expense-Variable Debt	(246,269)	(23,936)	222,333	90	(35,836)	(738,807)	(174,978)	563,828	76	(120,197)
71430 - LOC Fees - C/P	(6,005)	(67,722)	(61,717)	(1,028)	(43,588)	(18,015)	(127,072)	(109,057)	(605)	(137,001)
71451 - Program Fees - Variable Debt	(417)	0	417	100	0	(1,250)	0	1,250	100	0
71460 - Interest Expense - Other	0	(9,200)	(9,200)	0	(1,200)	0	(9,200)	(9,200)	0	(1,200)
71461 - Interest Expense - Cap Leases	(51,252)	(51,252)	0	0	(53,156)	(154,252)	(154,252)	0	0	(159,920)
Total Interest Expense	**(6,760,563)**	**(6,608,730)**	**151,833**	**2**	**(6,672,792)**	**(20,282,183)**	**(19,835,362)**	**446,822**	**2**	**(20,035,354)**
Amortization										
69210 - Amortization - Premium	461,829	461,829	0	0	475,470	1,398,159	1,398,159	0	0	1,439,401
Total Amortization	**461,829**	**461,829**	**0**	**0**	**475,470**	**1,398,159**	**1,398,159**	**0**	**0**	**1,439,401**
Other Non-Operating Income (Expense)										
71530 - Gain/Loss On Investments	0	(190,062)	(190,062)	0	(737,516)	0	1,949,857	1,949,857	0	(322,453)
71540 - Discounts Earned	0	2,050	2,050	0	0	0	2,050	2,050	0	2,313
71610 - Legal Settlement Expense	0	(10,000)	(10,000)	0	0	0	(10,000)	(10,000)	0	0
71620 - Other non-operating revenue (e	0	3,580	3,580	0	549	0	66,548	66,548	0	6,332
71630 - Other Non-Operating Expe	0	0	0	0	0	0	0	0	0	0
73300 - DMJM and Auth OH Clearin	0	0	0	0	0	0	24,334	24,334	0	0
Total Other Non-Operating Income (Expense	**0**	**(194,433)**	**(194,433)**	**0**	**(736,967)**	**0**	**2,032,789**	**2,032,789**	**0**	**(313,808)**
Total Non-Operating Revenue/(Expense)	**2,794,973**	**2,803,510**	**8,537**	**0**	**(2,240,448)**	**9,075,912**	**12,017,037**	**2,941,124**	**32**	**(8,755,296)**
Capital Grant Contribution										
72100 - AIP Grants	166,125	224,503	58,378	35	26,630	624,748	347,112	(277,636)	(44)	1,048,395
Total Capital Grant Contribution	**166,125**	**224,503**	**58,378**	**35**	**26,630**	**624,748**	**347,112**	**(277,636)**	**(44)**	**1,048,395**
Total Expenses Net of Non-Operating Revenue/ (Expense)	**22,036,347**	**20,940,126**	**1,096,221**	**5**	**21,482,452**	**65,977,259**	**61,527,646**	**4,449,613**	**7**	**60,779,065**
Net Income/(Loss)	**5,189,905**	**6,940,890**	**1,750,985**	**34**	**2,782,660**	**22,500,885**	**29,416,246**	**6,915,361**	**31**	**15,020,797**

San Diego County Regional Airport Authority
Authority Detail Income Statement - Supplemental Schedule
For the three months ended September 30, 2019
(Unaudited)

	Month to Date					Year to Date				
	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual	Budget	Actual	Variance Favorable (Unfavorable)	Variance Percent	Prior Year Actual
Equipment Outlay										
73200 - Equipment Outlay Expendi	$(48,333)	$(273)	$48,061	99	$(4,894)	$(282,000)	$(34,512)	$247,488	88	$(11,749)
73299 - Capitalized Equipment Co	0	273	273	0	4,894	0	34,512	34,512	0	11,749
Total Equipment Outlay	**(48,333)**	**0**	**48,333**	**100**	**0**	**(282,000)**	**0**	**282,000**	**100**	**0**

ITEM 2

SAN DIEGO INTERNATIONAL AIRPORT

LET'S GO.

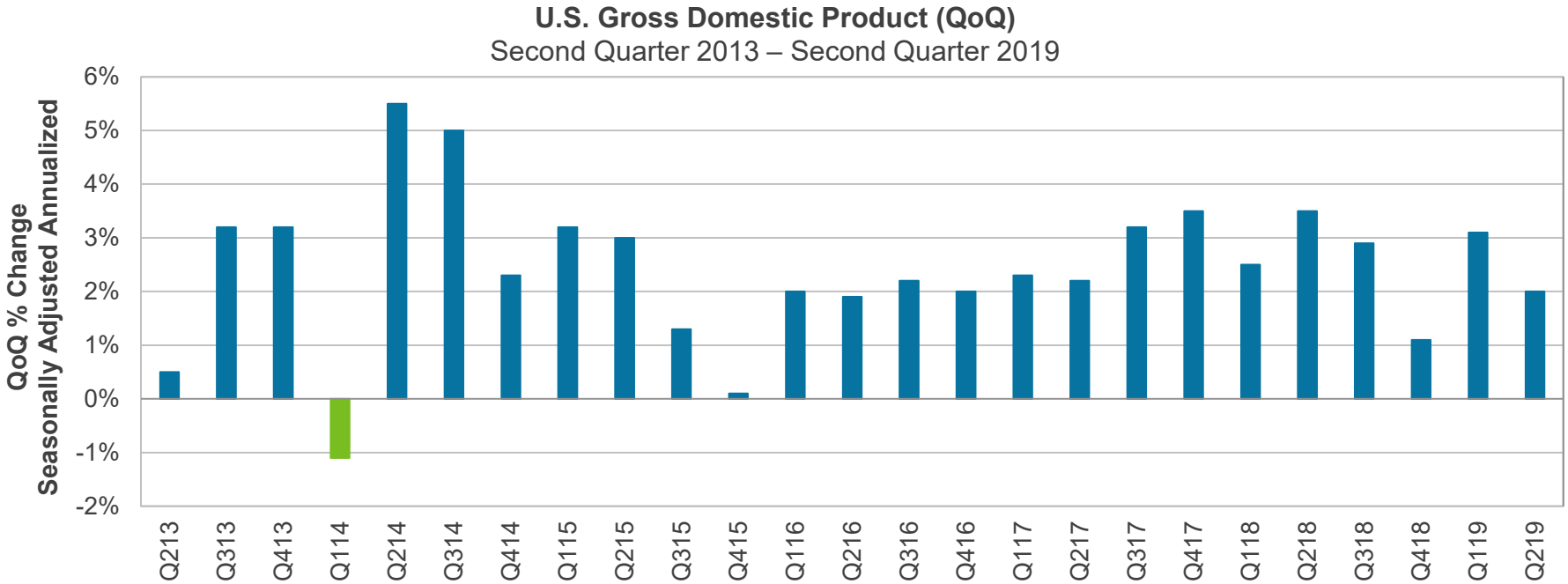
Review of the Unaudited Financial Statements for the Three Months Ended September 30, 2019 and 2018

Presented by:
Scott Brickner
Chief Financial Officer
Kathy Kiefer
Senior Director, Finance, Accounting, & Airline Relations

October 28, 2019

Second Quarter GDP

Second quarter GDP grew at an annualized rate of 2.0% following growth of 3.1% in the first quarter. Although the overall pace of GDP growth slowed in the second quarter (as expected), personal consumption expenditures accelerated and were up 4.6% in Q2, following sluggish growth of just 1.1% in Q1. Personal consumption expenditures contributed 3.00 percentage points to Q2 GDP, federal government spending contributed 0.53 percentage points, and state & local government spending contributed 0.29 percentage points. Meanwhile, gross private domestic investment and net exports were a drag on Q2 GDP growth. The consensus forecast calls for GDP growth of 1.9% in the third quarter and 1.7% in the fourth quarter, for full year growth of about 2.0-2.5% versus 2.9% growth in 2018.



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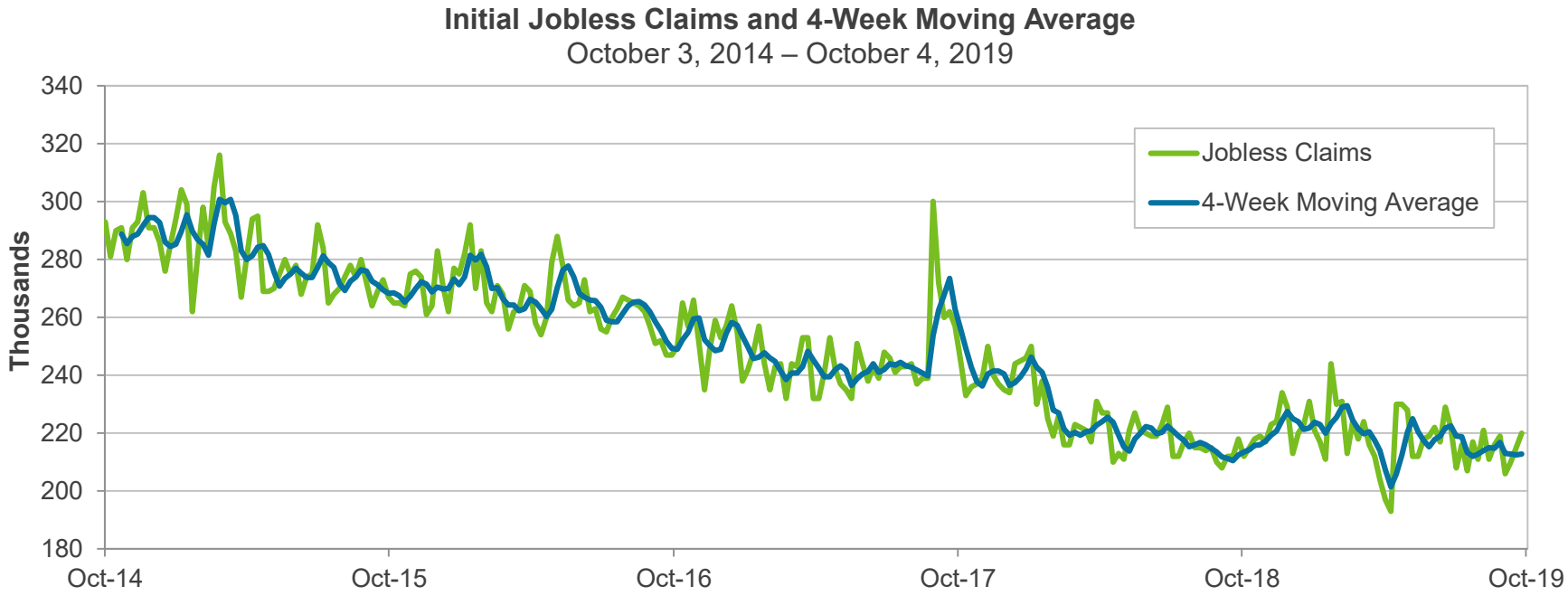
Source: Bloomberg.

Initial Claims For Unemployment

For the week ending October 5, initial jobless claims declined by 10,000 to 210,000. The 4-week moving average increased by 1,000 to 213,750. Initial jobless claims remain low and are consistent with a strong labor market.



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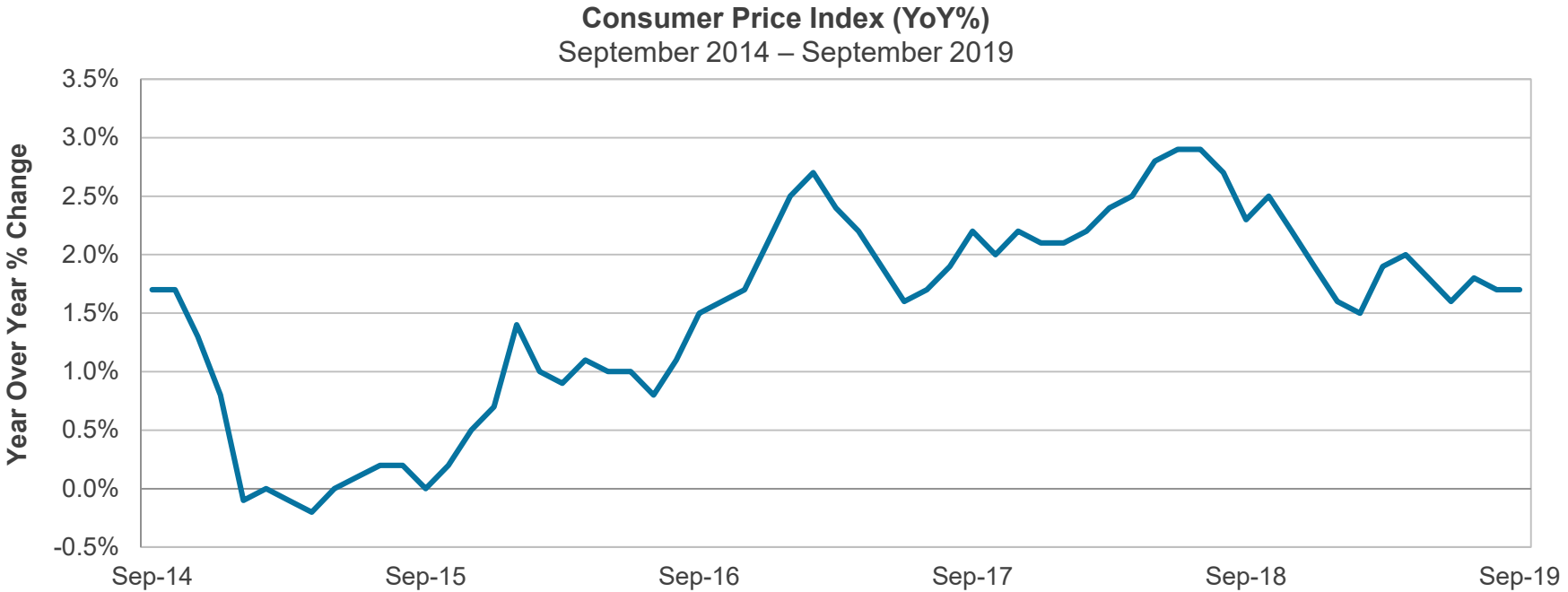
Source: Bloomberg.

Consumer Price Index

The Consumer Price Index (CPI) was up 1.7% year-over-year in September, unchanged from August. Core CPI (CPI less food and energy) was up 2.4% year-over-year in September, also unchanged from August. Overall, inflationary pressures remain subdued.



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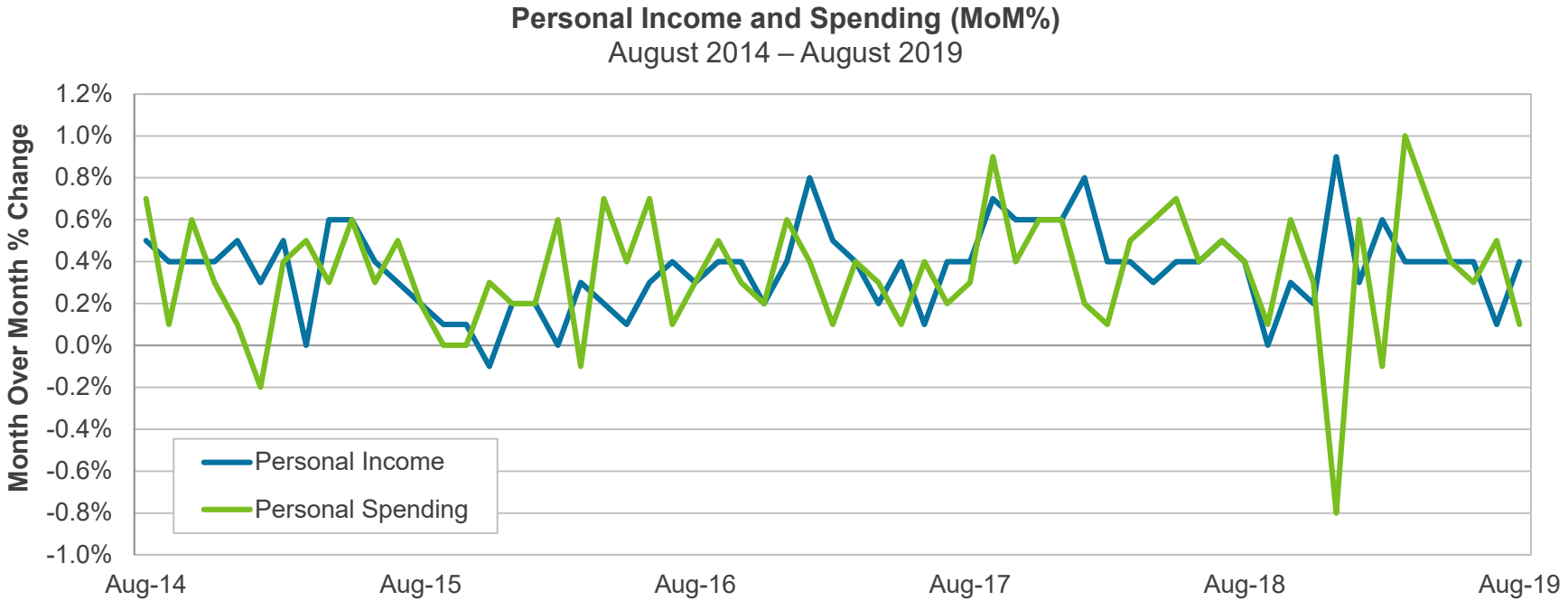
Source: Bloomberg.

Personal Income and Spending

Personal income rose by 0.4% in August (in line with expectations), following a 0.1% increase in July. Consumer spending increased 0.1% in August (weaker than expected), following growth of 0.5% in July. Consumer spending trends softened, despite modest income gains.



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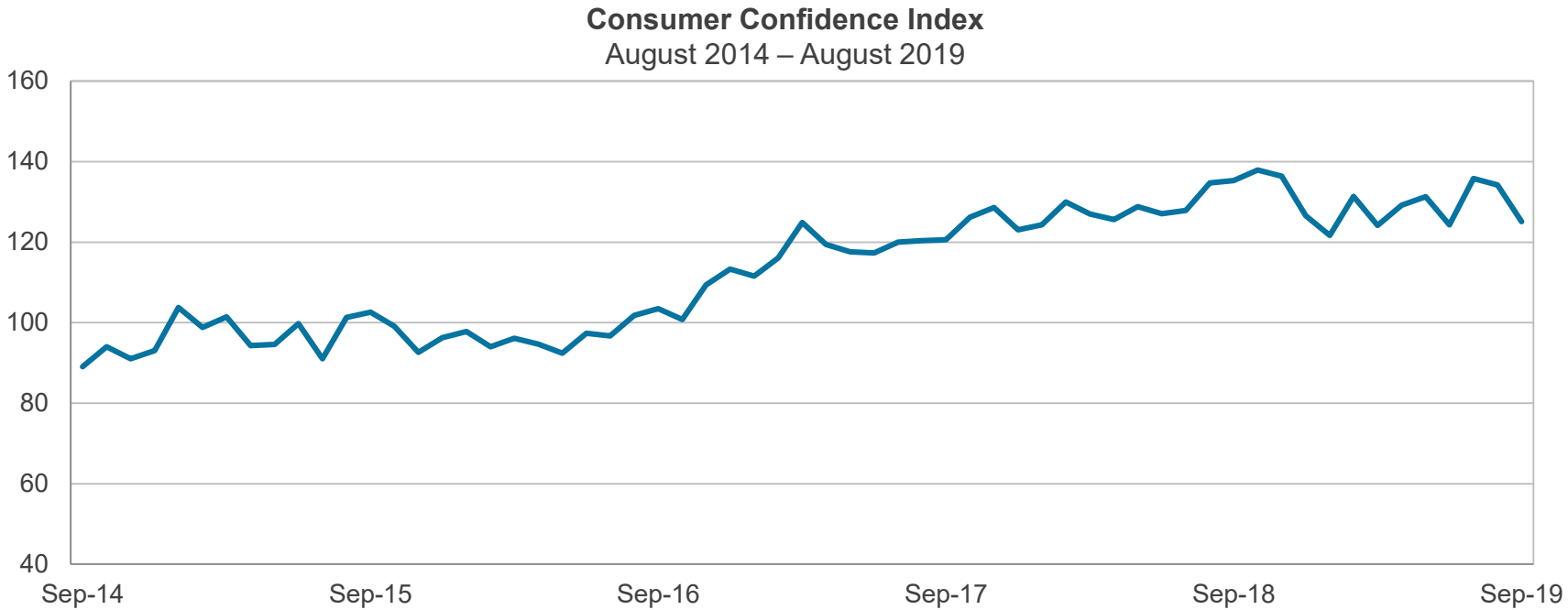
Source: Bloomberg.

Consumer Confidence Index

The Consumer Confidence Index unexpectedly declined to 125.1 in September from 134.2 in August. Nevertheless, the index remains at a strong level.



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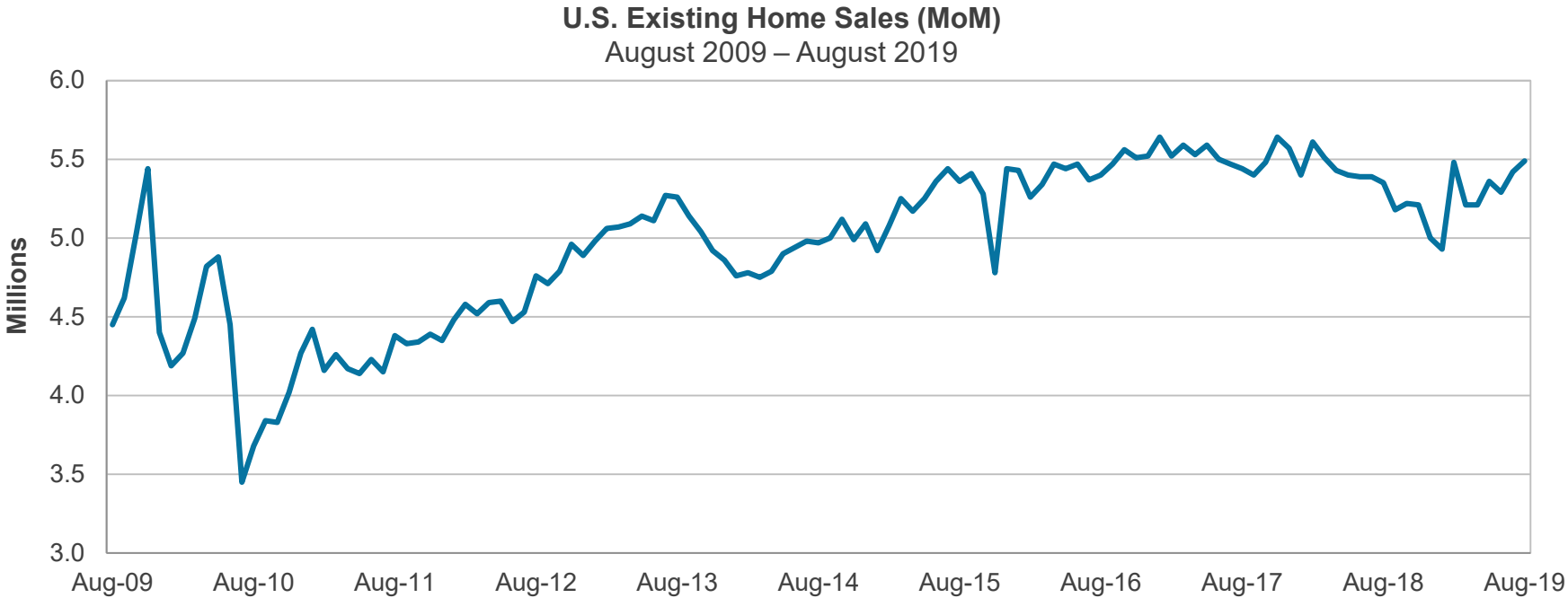
Source: Bloomberg.

Existing Home Sales

Existing home sales rose 1.3% in August to a seasonally adjusted rate of 5.490 million units (greater than expected), following a 2.5% increase in July. On a year-over-year basis, sales of existing homes were up 2.6% in August. Housing trends have been soft in recent months, but this report suggests that momentum may be accelerating modestly.



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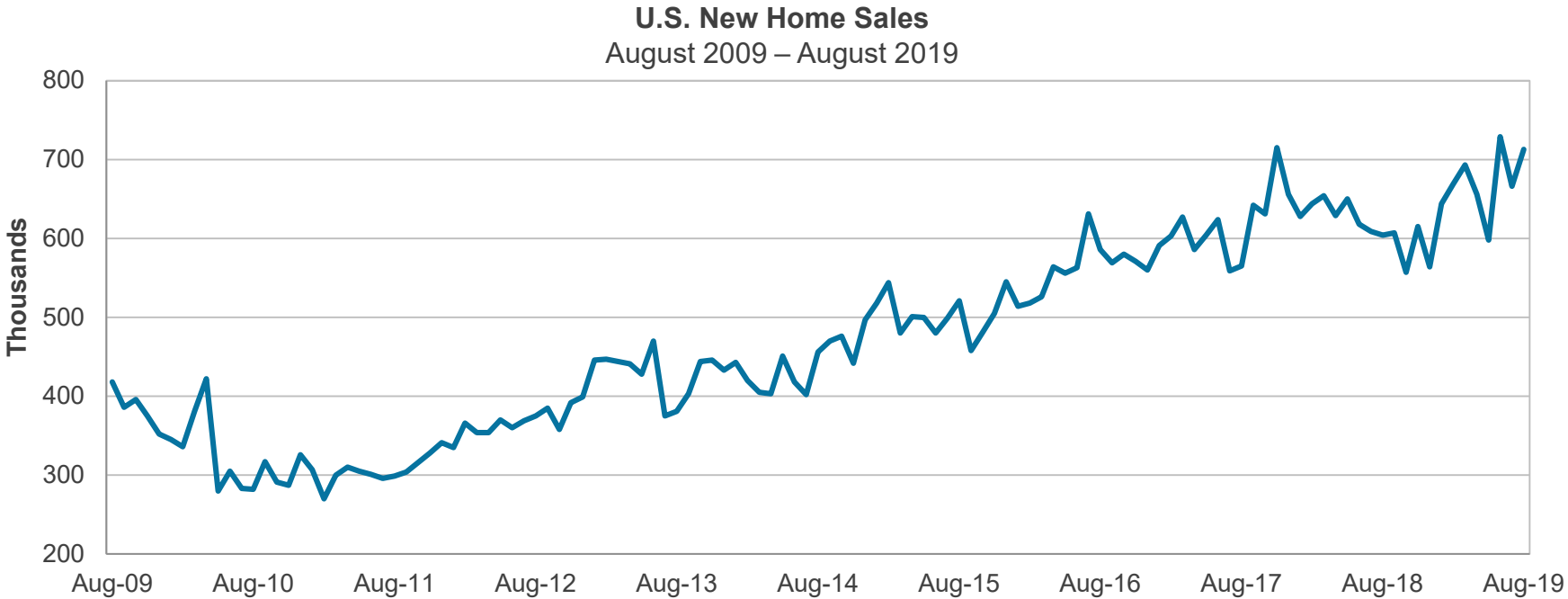
Source: Bloomberg.

New Home Sales

New home sales rose 7.1% in August to an annualized rate of 713,000 units. The trailing 3-month average, which helps to smooth some of the month-to-month volatility, rose to 703,000 in August from 664,000 units in July. We believe the housing market is benefiting from lower mortgage rates and increased affordability.



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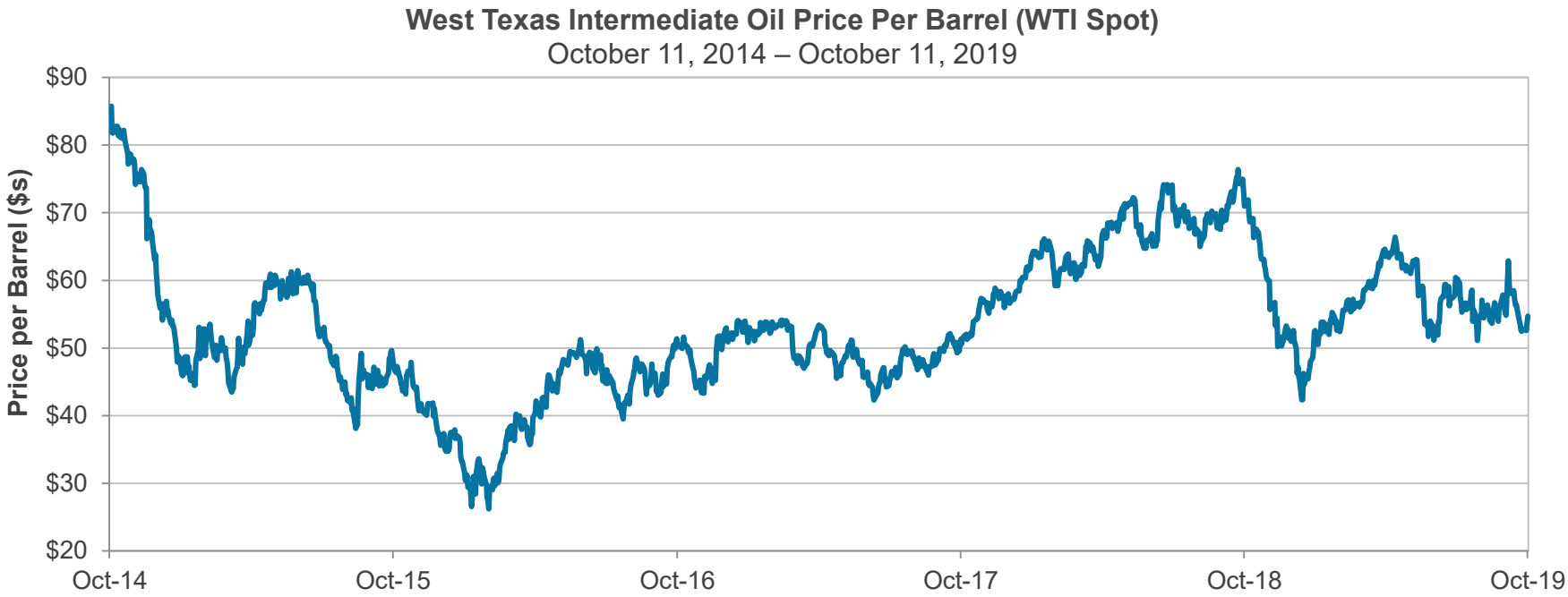
Source: Bloomberg.

Crude Oil Prices

U.S. West Texas Intermediate (WTI) crude settled at $54.70 per barrel on October 11, below its one month average of $55.65 and its one year average of $56.94. Oil prices have been under pressure due to concerns about global demand and rising supply.



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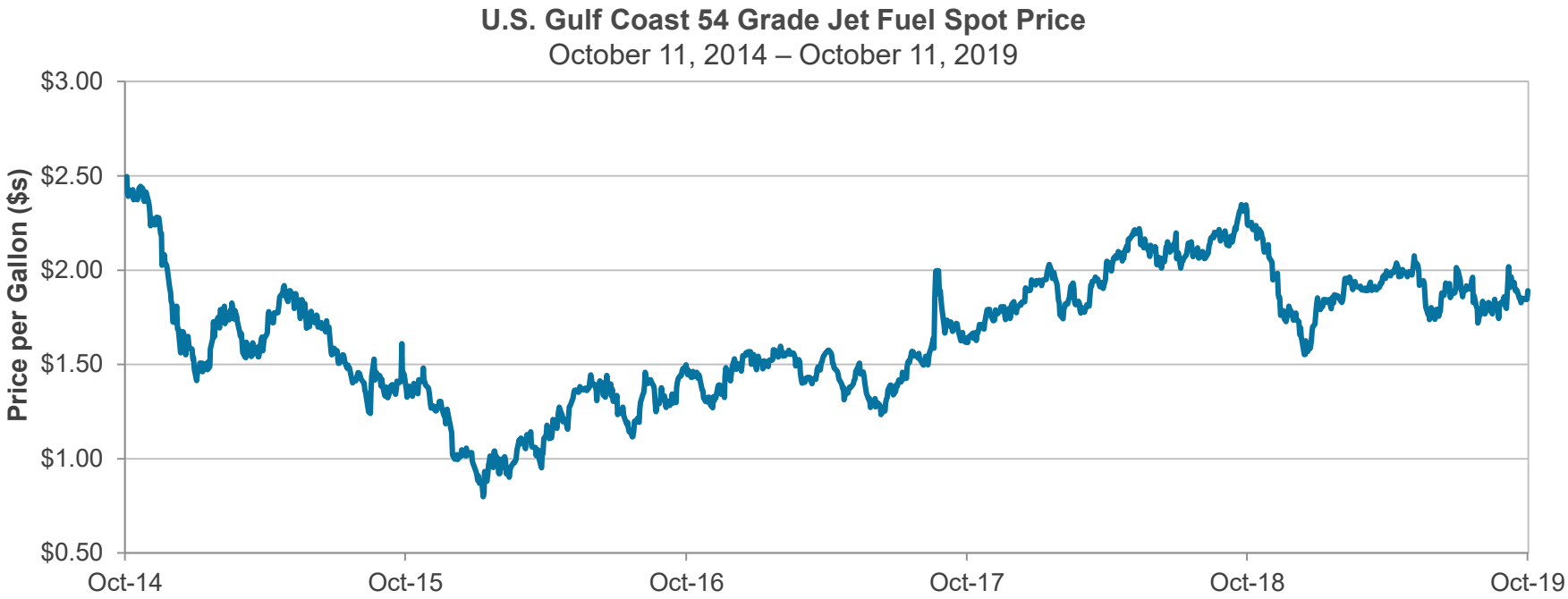
Source: Bloomberg.

Jet Fuel Prices

Jet fuel (U.S. Gulf Coast Spot) closed at $1.890 per gallon on October 11, which was slightly above its one month average of $1.887 but below its one year average of $1.892.



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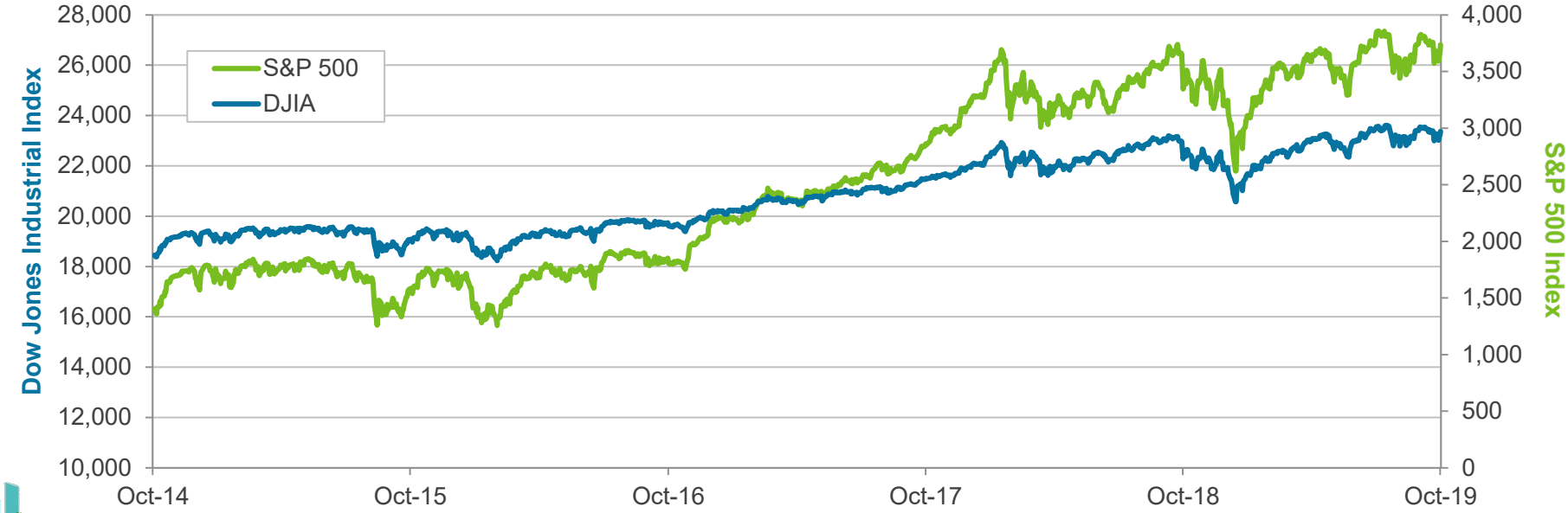
Source: Bloomberg.

U.S. Equity Markets

Year-over-year, the DJIA and S&P 500 indices are up 7.0% and 8.9%, respectively. Year-to-date, the DJIA and S&P 500 indices are up 15.0% and 18.5%, respectively. Uncertainty about trade, Brexit, and central bank policy have fueled financial market volatility this year.

Dow Jones Industrial Average (DJIA) and S&P 500 Indices
October 11, 2014 – October 11, 2019



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Source: Bloomberg.

Treasury Yield History

The yield on 5-year Treasuries is currently about four basis points below the yield on 2-year Treasuries. The yield on 5-year Treasuries is about eleven basis points below the yield on 3-month T-bills. We believe the current partial inversion of the Treasury yield curve reflects a high level of market participants' nervousness about the outlook for economic growth and the expectation of future rate cuts. To some extent, we believe increased short-term Treasury issuance to fund the US fiscal deficit and negative sovereign bond yields in many other countries is distorting the curve.

2- and 5-year U.S. Treasury Yields

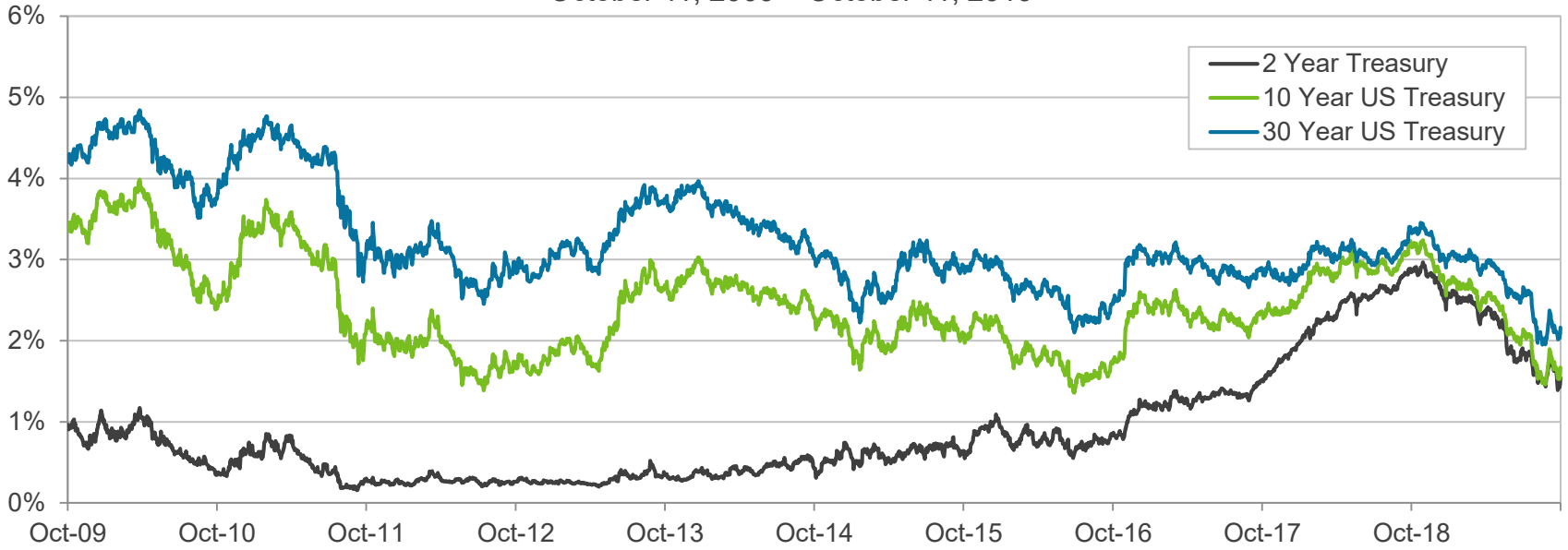
October 11, 2018 – October 11, 2019

SAN DIEGO INTERNATIONAL AIRPORT. LET'S GO.

Treasury Yield History

Year-over-year, the yield on 3-month T-bills is down about 60 basis points, the yield on 2-year Treasuries is down 126 basis points, the yield on 5-year Treasuries is down 145 basis points, and the yield on 10-year Treasuries is down 142 basis points. Historically, yield curve inversions have been a strong predictor of recession and we believe downside risks to the economy are elevated.

2-, 10- and 30-year U.S. Treasury Yields
October 11, 2009 – October 11, 2019



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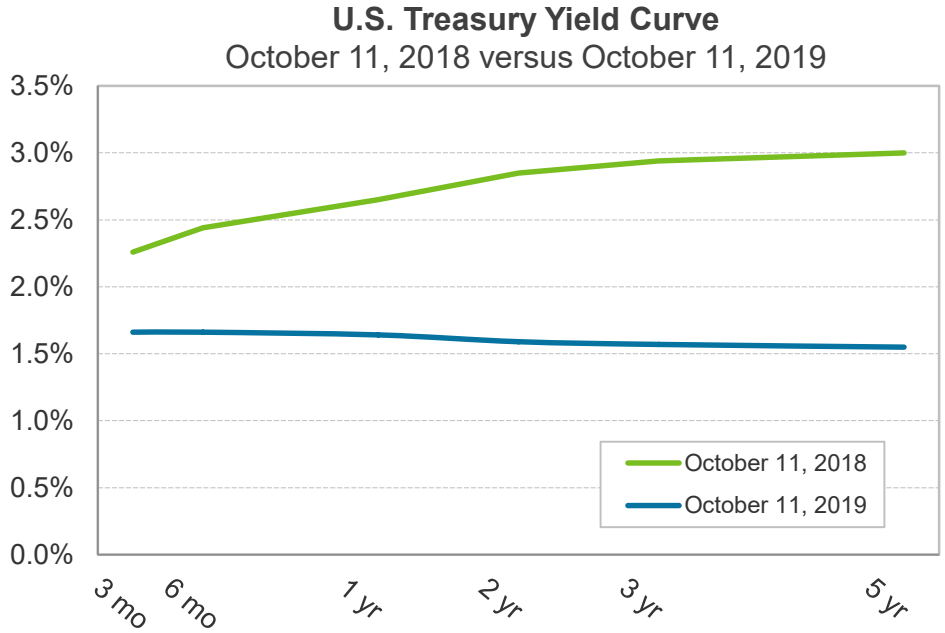
Source: Bloomberg.

U.S. Treasury Yield Curve

Year-over-year, the shape of the yield curve has changed significantly. The yield curve is partially inverted with the yield on 5-year Treasuries below the yield on 3-month T-bills. However, the yield on 10-year Treasuries has increased and is back above the yields on 3-month T-bills, as well as 2- and 5-year Treasuries. The Fed has cut the fed funds target rate by a total of 50 basis points so far this year and the market is pricing in additional rate cuts.

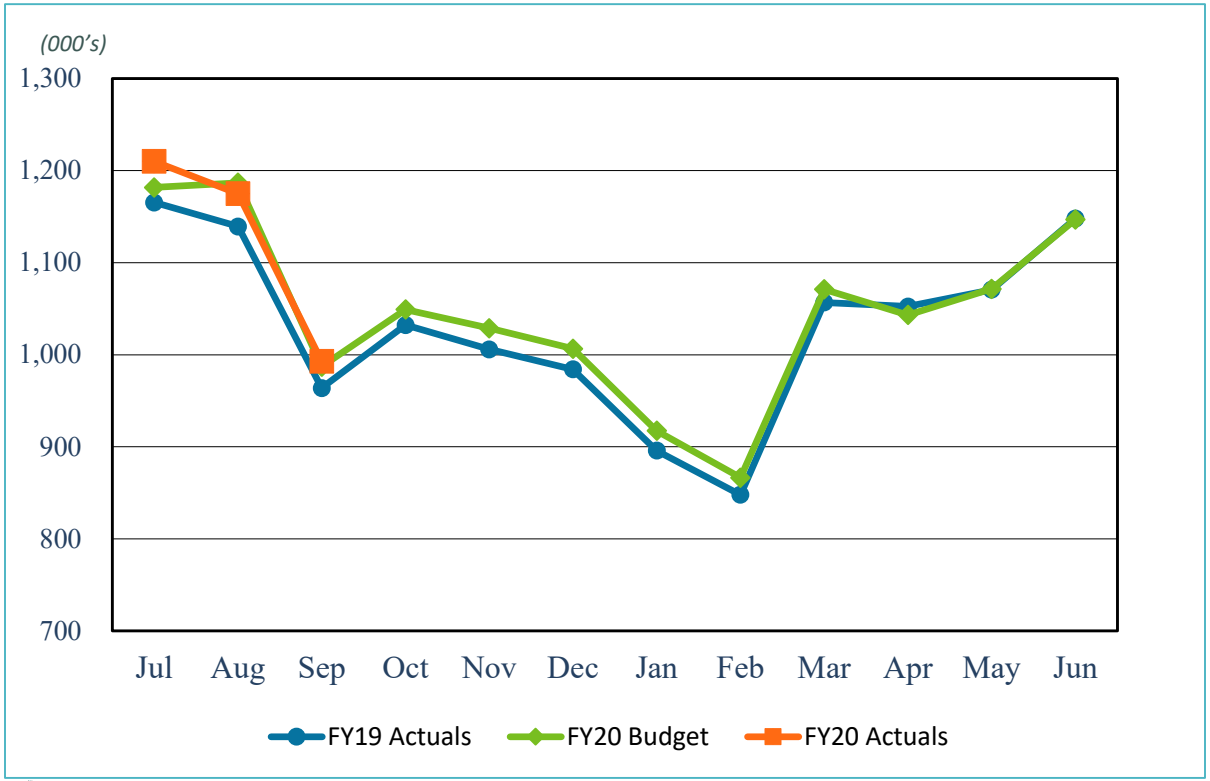


	10/11/18	10/11/19	Change
3-Mo.	2.26%	1.66%	(0.60%)
6-Mo.	2.44%	1.66%	(0.78%)
1-Yr.	2.65%	1.64%	(1.01%)
2-Yr.	2.85%	1.59%	(1.26%)
3-Yr.	2.94%	1.57%	(1.37%)
5-Yr.	3.00%	1.55%	(1.45%)
10-Yr.	3.15%	1.73%	(1.42%)
30-Yr.	3.32%	2.19%	(1.13%)

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

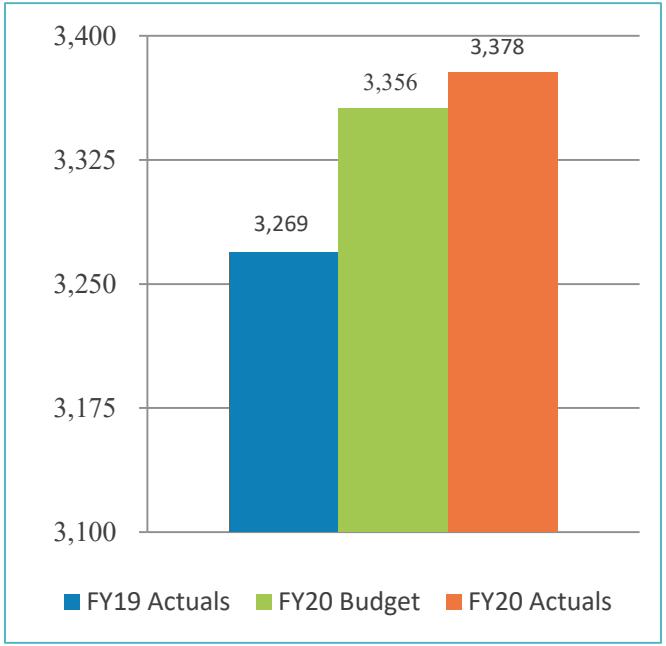
Source: Bloomberg.

Enplanements



FY20 YTD Act Vs. FY19 YTD Act
3.3%

FY20 YTD Act Vs. FY20 YTD Budget
0.7%



SAN DIEGO INTERNATIONAL AIRPORT
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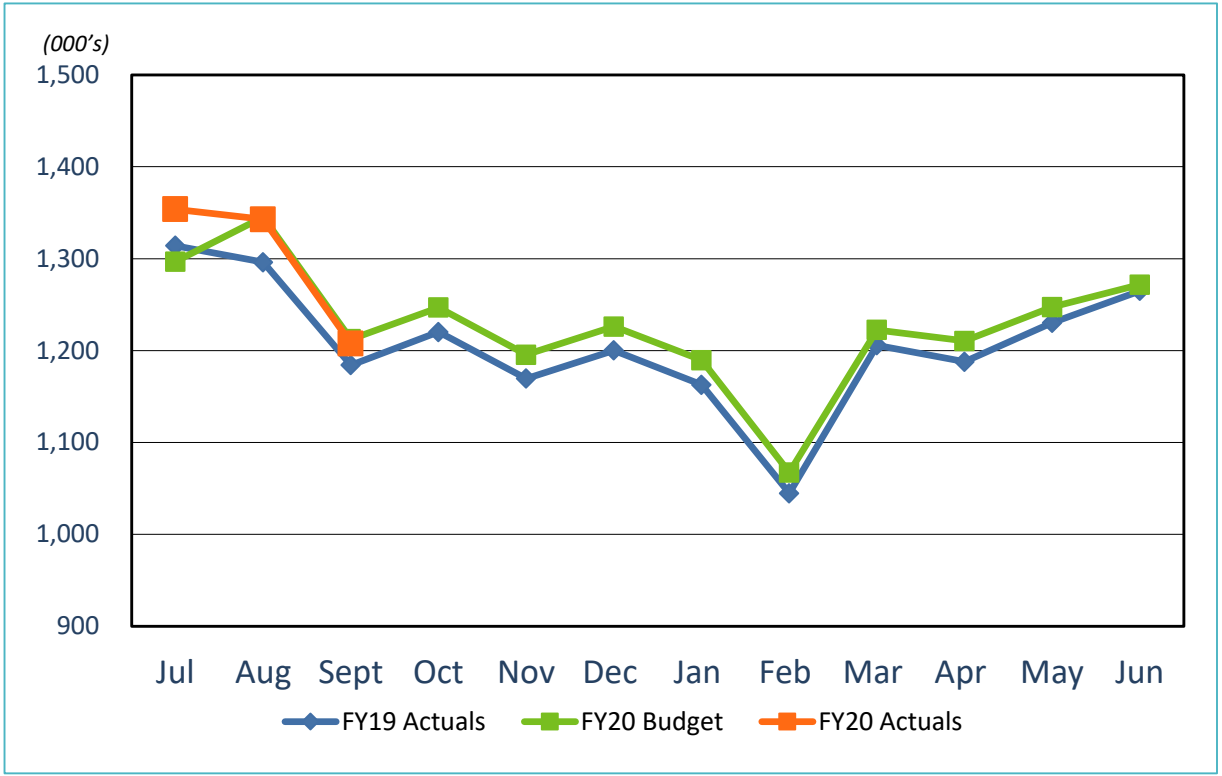
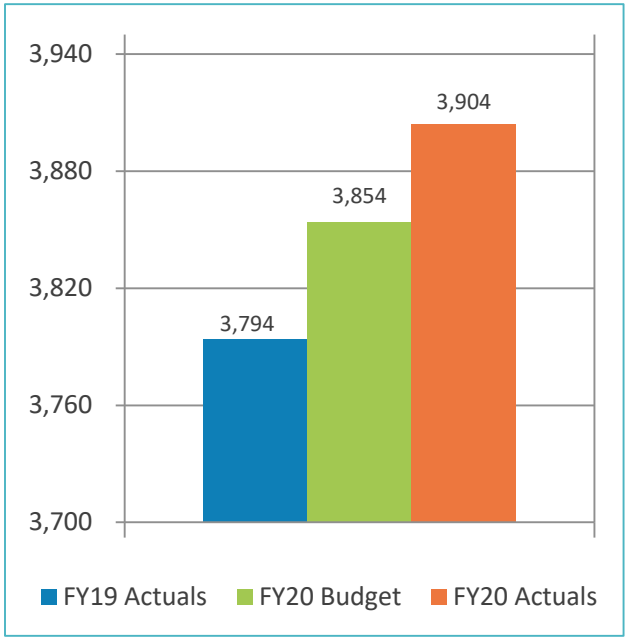
Gross Landing Weight Units (000 lbs)



FY20 YTD Act Vs. FY19 YTD Act
2.9%

FY20 YTD Act Vs. FY20 YTD Budget
1.3%



SAN DIEGO INTERNATIONAL AIRPORT
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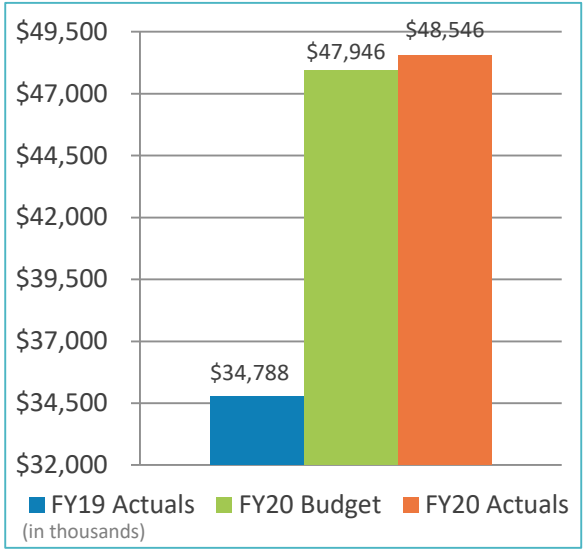
Operating Revenue (Unaudited)

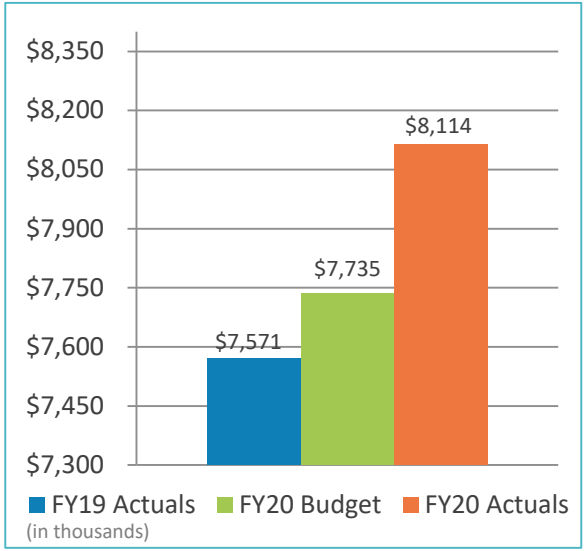
Aviation

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
39.5%	1.3%



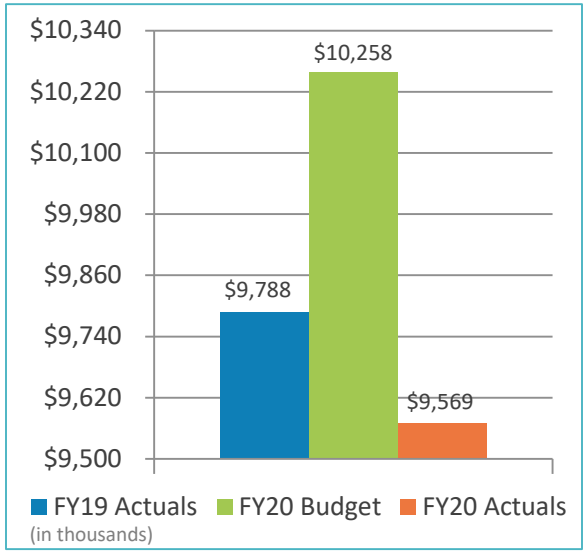
Terminal Concessions

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
7.2%	4.9%



Rental Car

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
-2.2%	-6.7%



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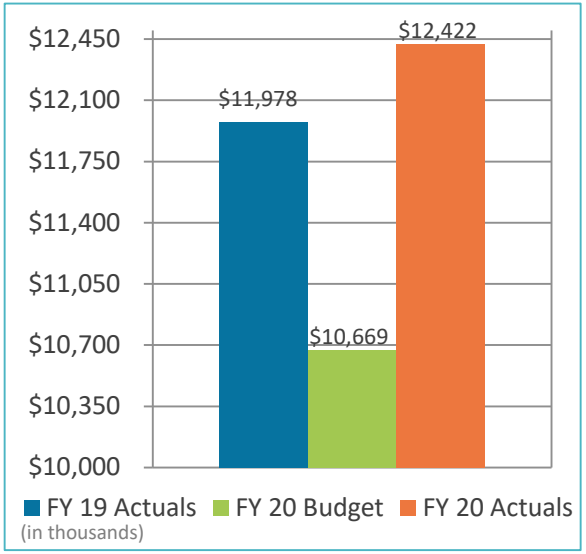
Operating Revenue (Unaudited)

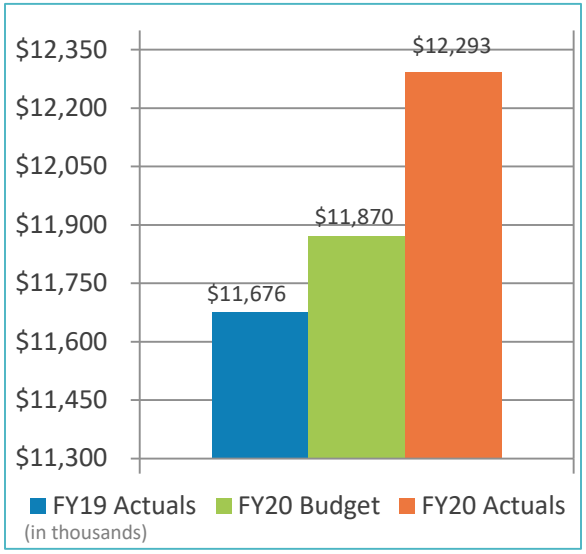
Parking Revenue

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
3.7%	16.4%



Other

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
5.3%	3.6%



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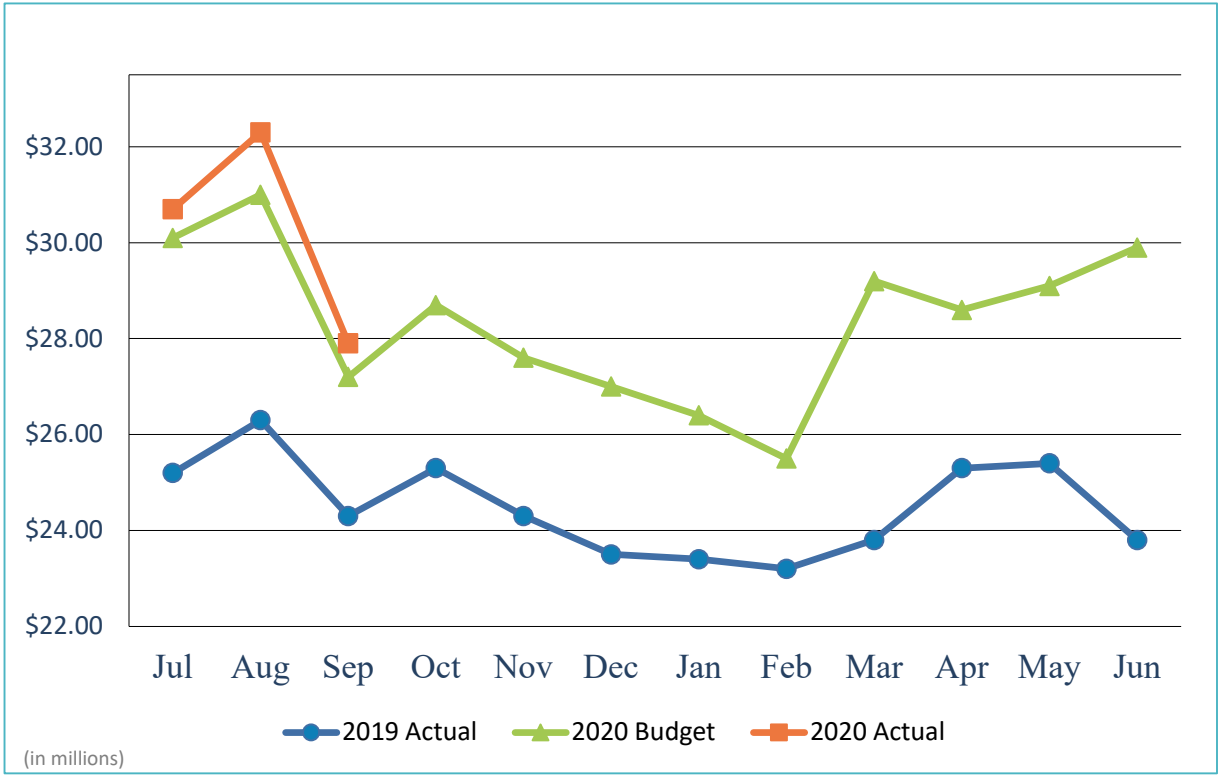
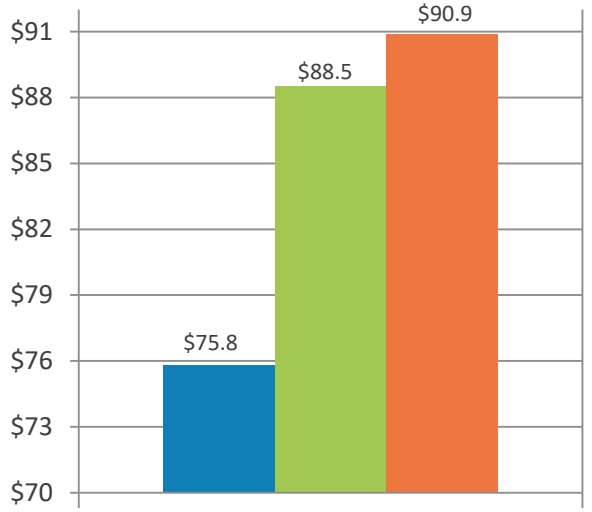
Total Operating Revenue (Unaudited)



(in millions)

FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
19.9%	2.7%



(in millions)

SAN DIEGO INTERNATIONAL AIRPORT
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Operating Revenues
for the Three Months Ended September 30, 2019 (Unaudited)

(In thousands)	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Aviation	$ 47,946	$ 48,546	$ 600	1%	$ 34,788
Terminal concessions	7,735	8,114	379	5%	7,571
Rental car	10,258	9,569	(689)	(7)%	9,788
Parking	10,669	12,422	1,753	16%	11,978
Other operating	11,870	12,293	423	4%	11,676
Total operating revenues	$ 88,478	$ 90,944	$ 2,466	3%	$ 75,801

SAN DIEGO INTERNATIONAL AIRPORT
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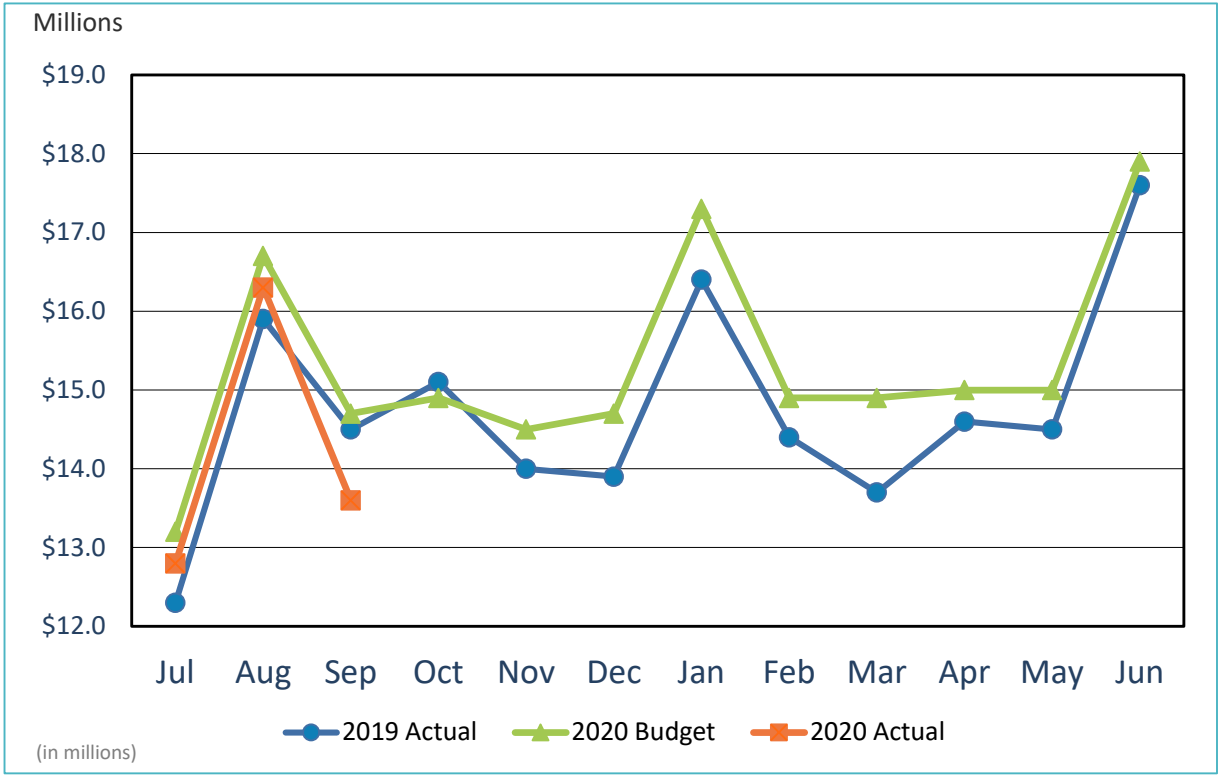
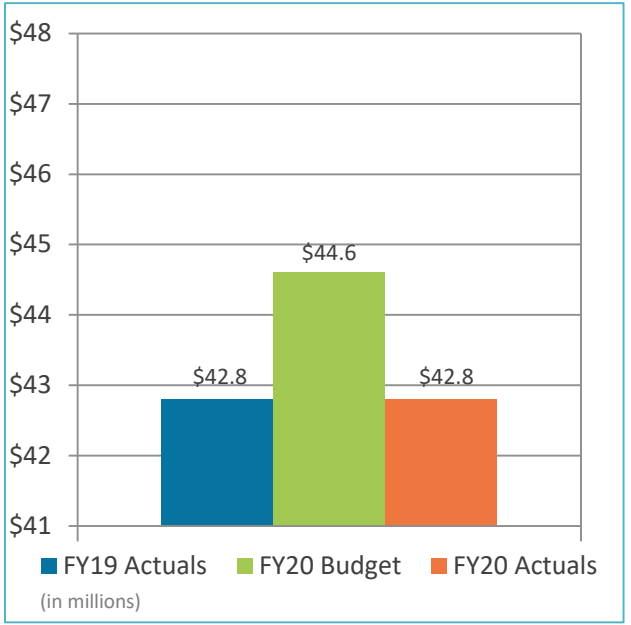
Total Operating Expenses (Unaudited)



FY20 YTD Act Vs. FY19 YTD Act	FY20 YTD Act Vs. FY20 YTD Budget
0.0%	4.0%



SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Operating Expenses
for the Three Months Ended September 30, 2019 (Unaudited)

(In thousands)	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Salaries and benefits	$ 12,538	$ 12,077	$ 461	4%	$ 11,284
Contractual services	11,146	10,644	502	5%	11,970
Safety and security	8,379	8,120	259	3%	7,757
Space rental	2,548	2,547	1	-	2,547
Utilities	4,157	3,820	337	8%	4,085
Maintenance	3,419	3,219	200	6%	3,120
Equipment and systems	55	74	(19)	(35)%	70
Materials and supplies	105	174	(69)	(66)%	147
Insurance	466	416	50	11%	379
Employee development and support	357	287	70	20%	220
Business development	482	474	8	2%	435
Equipment rental and repairs	899	912	(13)	(1)%	788
Total operating expenses	**$ 44,551**	**$ 42,764**	**$ 1,787**	4%	**$ 42,802**

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Net Operating Income (Loss) Summary for the Three Months Ended September 30, 2019 (Unaudited)

(In thousands)	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Total operating revenues	$ 88,478	$ 90,944	$ 2,466	3%	$ 75,801
Total operating expenses	44,551	42,764	1,787	4%	42,802
Income from operations	**43,927**	**48,180**	**4,253**	**10%**	**32,999**
Depreciation	31,126	31,126	-	-	27,781
Operating income (loss)	**$ 12,801**	**$ 17,054**	**$ 4,253**	**33%**	**$ 5,218**

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Nonoperating Revenues & Expenses for the Three Months Ended September 30, 2019 (Unaudited)

(In thousands)	Budget	Actual	Variance Favorable (Unfavorable)	% Change	Prior Year
Passenger facility charges	$ 12,281	$ 12,564	$ 283	2%	$ 11,963
Customer facility charges (Rental Car Center)	11,113	11,191	78	1%	11,136
Quieter Home Program, net	(760)	(1,012)	(252)	(33)%	(607)
Interest income	4,159	4,507	348	8%	4,006
Interest expense (net)	(17,717)	(17,266)	451	3%	(17,429)
Other nonoperating revenue (expense)	-	2,033	2,033	-	(314)
Nonoperating revenue, net	**9,076**	**12,017**	**2,941**	32%	**8,755**
Change in net position before grant contributions	**21,877**	**29,071**	**7,194**	33%	**13,973**
Capital grant contributions	625	347	(278)	(44)%	1,048
Change in net position	**$ 22,502**	**29,418**	**$ 6,916**	**31%**	**$ 15,021**

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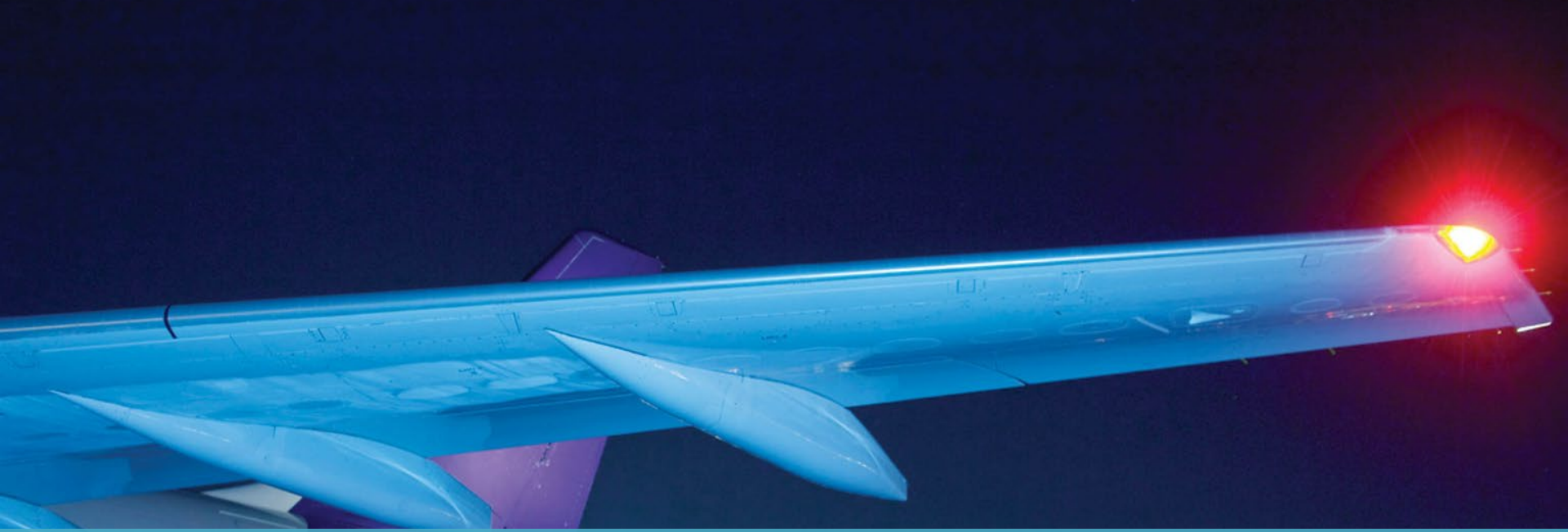

Statements of Net Position (Unaudited)
September 30, 2019 and 2018

Statements of Net Position (Unaudited)
As of September 30, 2019 and 2018
(In Thousands)

	2019	2018
Assets and Deferred Outflows of Resources		
Current assets	$ 168,182	$ 137,468
Cash designated for capital projects and other	24,044	42,584
Restricted assets	400,341	455,184
Capital assets, net	1,723,937	1,706,523
Other assets	266,675	184,236
Deferred outflows of resources	31,055	24,063
Total assets and deferred outflows of resources	**$ 2,614,234**	**$ 2,550,058**

SAN DIEGO INTERNATIONAL AIRPORT
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Statements of Net Position (Unaudited)
As of September 30, 2019 and 2018
(In Thousands)

	2019	2018
Liabilities and Deferred Inflows of Resources		
Current liabilities	$ 72,351	$ 67,439
Liabilities payable from restricted assets	82,915	36,762
Long term liabilities	1,569,288	1,616,684
Deferred inflows of resources	6,961	4,228
Total liabilities and deferred inflows of resources	**$ 1,731,515**	**$ 1,725,113**
Total net position	**$ 882,719**	**$ 824,945**

SAN DIEGO INTERNATIONAL AIRPORT
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Questions?

SAN DIEGO INTERNATIONAL AIRPORT

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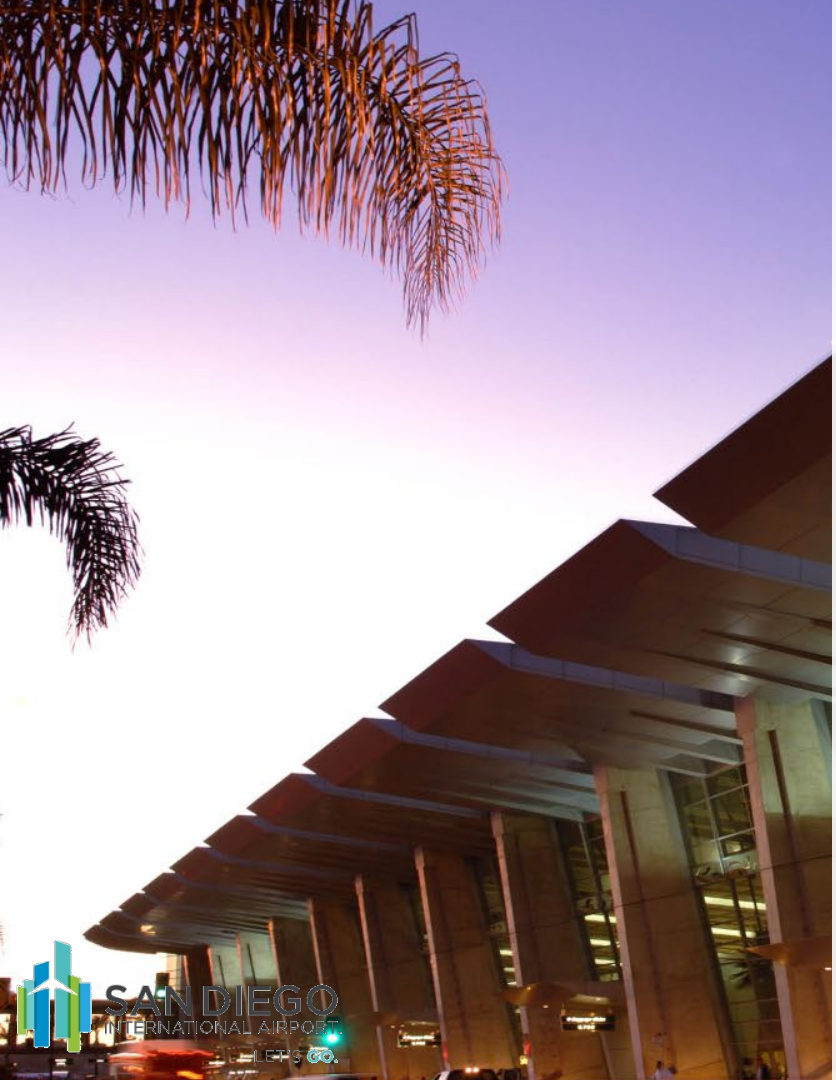
Investment Report

Period Ending

September 30, 2019

Presented by: Geoff Bryant
Manager Airport Finance

October 28, 2019



Section 1

Account Profile

Certification Page

This report is prepared for the San Diego County Regional Airport Authority (the "Authority") in accordance with California Government Code Section 53646, which states that "the treasurer or chief fiscal officer may render a quarterly report to the chief executive officer, the internal auditor, and the legislative body of the local agency within 30 days following the end of the quarter covered by the report."

The investment report was compiled in compliance with California Government Code 53646 and the Authority's approved Investment Policy. All investment transactions made in the Authority's portfolio during this period were made on behalf of the Authority. Sufficient liquidity and anticipated revenue are available to meet expenditure requirements for the next six months.

Scott Brickner, C.P.A.
Vice President, Chief Financial Officer
San Diego County Regional Airport Authority

SAN DIEGO INTERNATIONAL AIRPORT
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Objectives

Investment Objectives

The San Diego County Regional Airport Authority's investment objectives, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program. In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.

SAN DIEGO INTERNATIONAL AIRPORT
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Portfolio Characteristics

SDCRAA Consolidated

	9/30/2019	6/30/2019	Change
	Portfolio	**Portfolio**	**Portfolio**
Average Maturity (yrs)	1.56	1.38	0.18
Average Purchase Yield	2.18%	2.18%	0.00%
Average Market Yield	1.90%	2.08%	(0.18%)
Average Quality*	AA/Aa1	AA/Aa1	
Unrealized Gains/Losses	5,500,376	4,363,169	1,137,207
Total Market Value	572,957,497	529,738,866	43,218,631

*Portfolio is S&P and Moody's, respectively.

SAN DIEGO INTERNATIONAL AIRPORT
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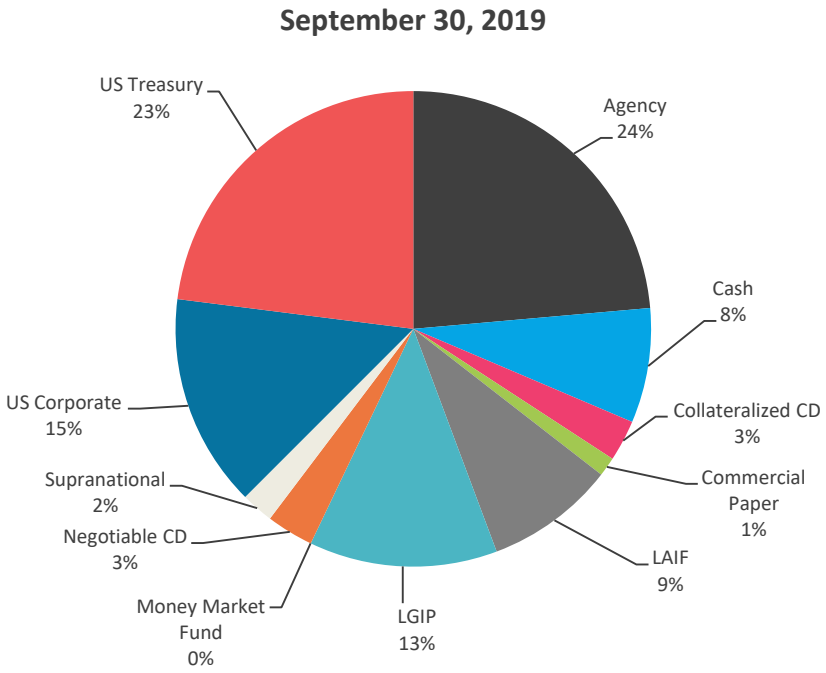
Sector Distribution

	September 30, 2019		June 30, 2019	
	Total Market Value	% of Portfolio	Total Market Value	% of Portfolio
Agency	135,047,594	23.6%	135,540,168	25.6%
Cash	44,469,078	7.8%	40,558,128	7.6%
Collateralized CD	16,017,836	2.8%	15,923,749	3.0%
Commercial Paper	7,458,858	1.3%	0	0.0%
LAIF	50,405,876	8.8%	50,095,523	9.5%
LGIP	73,519,111	12.8%	72,717,799	13.7%
Money Market Fund	257,055	0.0%	153,611	0.0%
Negotiable CD	18,236,216	3.2%	18,914,775	3.6%
Supranational	12,701,476	2.2%	12,687,291	2.4%
US Corporate	83,117,925	14.5%	67,172,042	12.7%
US Treasury	131,726,472	23.0%	115,975,780	21.9%
TOTAL	**572,957,497**	**100.0%**	**529,738,866**	**100.0%**



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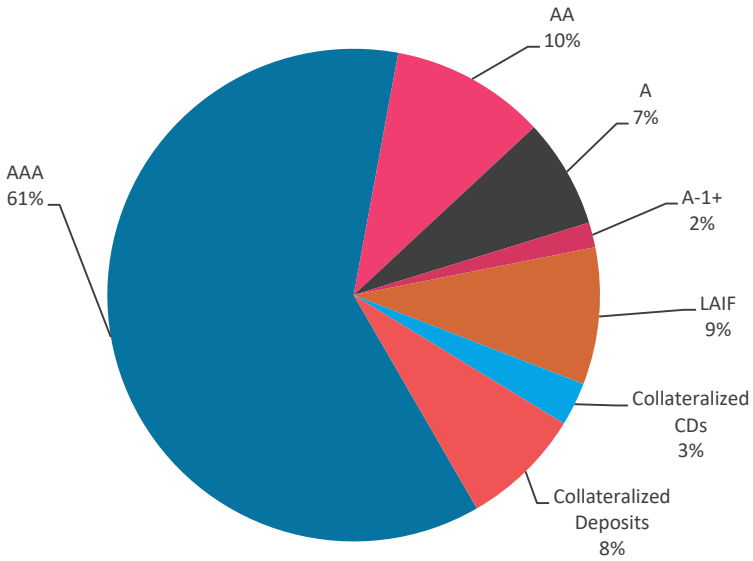
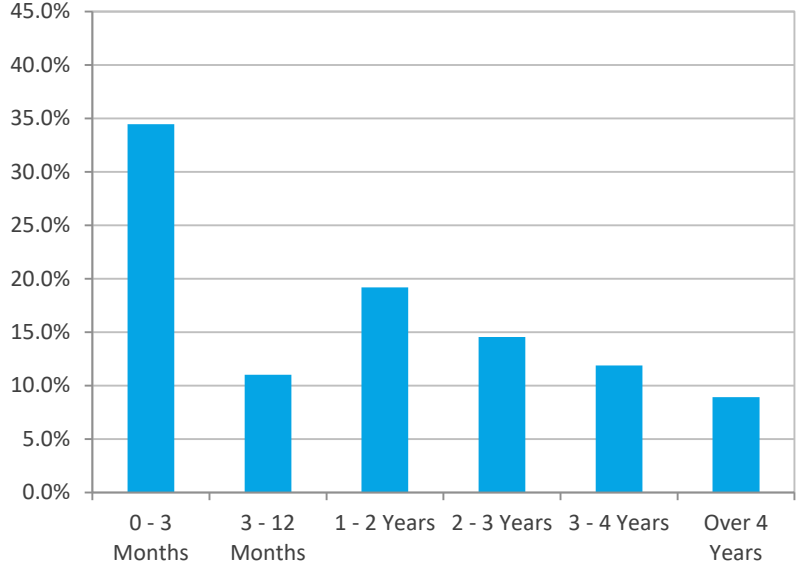
Quality & Maturity Distribution

September 30, 2019



Notes:
Security ratings are based on the highest rating provided by Moody's, S&P and Fitch and is presented using the S&P ratings scale.
(1) Includes investments that have split ratings between S&P, Moody's and Fitch.

September 30, 2019



Notes:
(1) The 0-3 category includes investments held in LAIF, CalTrust, and the San Diego County Investment Pool.

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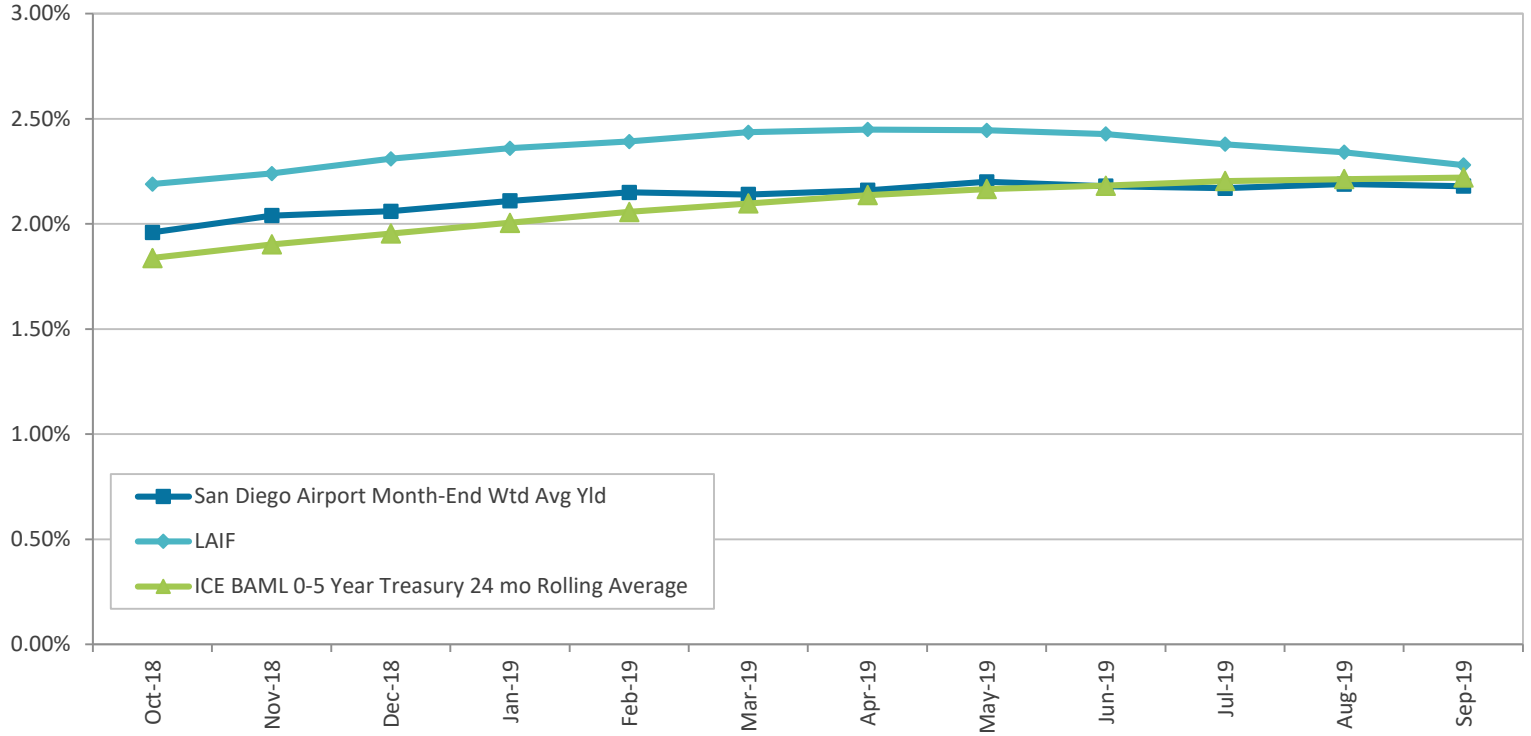
Investment Performance



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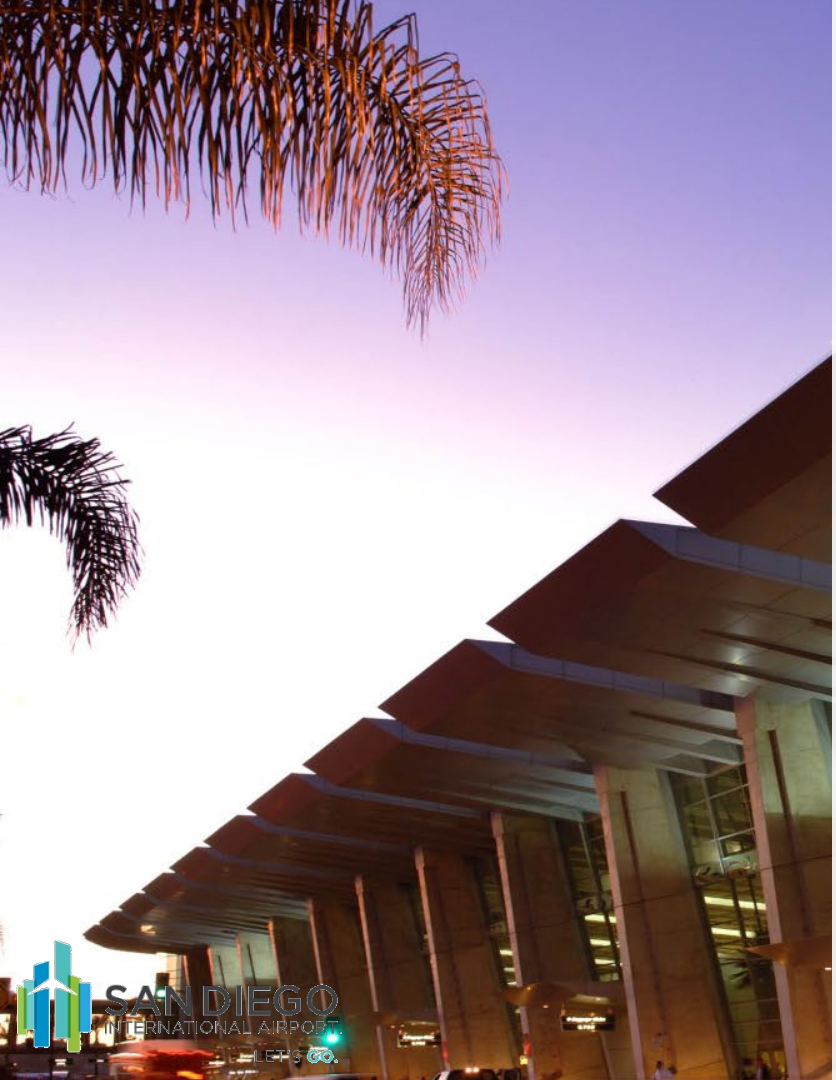

Section 2

Bond Proceeds

Bond Proceeds

Summary of 2010, 2013, 2014 & 2017 Bond Proceeds [1]

As of September 30, 2019
(in thousands)

	2014 Special Facility Revenue Bond	2010, 2013 and 2017 General Airport Revenue Bonds	Total Bond Proceeds	Yield	Rating
Project Fund					
LAIF	-	7,408	7,408	2.28%	N/R
SDCIP	-	32,231	32,231	2.25%	AAAf
Money Market Fund	-	1,433	1,433	1.86%	AAAm
	-	41,072	41,072	2.24%	
Debt Service Reserve & Coverage Funds					
SDCIP	29,487	78,806	108,294	2.25%	AAAf
Torrey Pines Bank CD	-	22,575	22,575	2.00%	N/R
	29,487	101,381	130,869	2.21%	
TOTAL	**29,487**	**142,453**	**171,941**	**2.21%**	

(1) Bond Proceeds are not included in deposit limits as applied to operating funds.
SDCIP Yield as of August 31, 2019

SAN DIEGO INTERNATIONAL AIRPORT
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Questions?

Item 4

San Diego County Regional Airport Authority

Summary of Outstanding Revolving Obligations as of September 30, 2019

SAN DIEGO INTERNATIONAL AIRPORT

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Presented by: Geoff Bryant
Manager Airport Finance

October 28, 2019

Revolving Obligations as at September 30, 2019

FACILITY	SERIES	UNUTILIZED	OUTSTANDING	RATE	MONTHLY INTEREST AND FEES
US BANK	AMT		13,719,000	2.23%	23,773
US BANK	UNUTILIZED BALANCE	111,281,000		0.30%	25,966
US BANK	**TOTAL**	**$ 111,281,000**	**$ 13,719,000**		**$ 49,739**
RBC	Non AMT		11,120,000	2.09%	17,774
RBC	AMT		22,920,000	2.18%	38,217
RBC	UNUTILIZED BALANCE	65,960,000		0.23%	12,368
RBC	**TOTAL**	**$ 65,960,000**	**$ 34,040,000**		**$ 68,358**
TOTAL	**REVOLVING OBLIGATIONS**	**$ 177,241,000**	**$ 47,759,000**		**$ 118,097**

Revolving Credit Obligations

- US Bank AMT balance funded various capital projects and is currently being amortized through 2030.
- The RBC draws related to projects that the Authority anticipates refunding with 2019 Bonds in November.
- No further draws on Revolving Obligations anticipated before 2019 Bond deal closes

Questions

SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY

Item No.
5

STAFF REPORT

Meeting Date: **OCTOBER 28, 2019**

Subject:

Authorization and Approval of Bond Documents and Sale of Up To $950 Million Airport Revenue and Revenue Refunding Bonds, Including Delegation of Pricing Authority and Approval of Related Documents, to Refund the Authority's Outstanding 2010 Revenue Bonds and a Portion of the Outstanding Subordinate Revolving Obligations and to Fund Projects in the Capital Program

Recommendation:

Forward to the Board with a recommendation for approval to (1) authorize the issuance and sale of not-to-exceed $950 million in aggregate principal amount of one or more series of San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds and Revenue Refunding Bonds; and (2) approving the forms of a Sixth and Seventh Supplemental Subordinate Trust Indenture, Preliminary and Final Official Statements, a Purchase Contract, a Forward Delivery Purchase Contract, Escrow Agreements and Continuing Disclosure Certificates, and certain related matters.

Background/Justification:

Pursuant to §170070 of the California Public Utilities Code (the "Act"), the Authority has the power to issue bonds, from time to time, payable from revenue of any facility or enterprise operated, acquired, or constructed by the Authority, for any of the purposes authorized under the Act.

Senior Bonds
The Authority previously entered into a senior Master Trust Indenture, dated as of November 1, 2005, as amended (the "Master Senior Indenture") by and between the Authority and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (the "Senior Trustee"). This Master Senior Indenture is the financing document that sets forth the general terms of the Authority's pledge of Net Revenues (which include certain revenues received by the Authority from the operation of the Airport less operation and maintenance expenses) to secure senior lien airport revenue bonds and provides for the terms and conditions upon which senior lien airport revenue bonds may be issued by the Authority.

Senior Series 2013 Bonds. Pursuant to the Master Senior Indenture and a Third Supplemental Trust Indenture, dated as of January 1, 2013, by and between the Authority and the Senior Trustee, the Authority issued its Senior Airport Revenue Bonds Series 2013A Non AMT and Series 2013B AMT, which are currently outstanding in the aggregate principal amount of $368.7 million. The Senior Series 2013 Bonds were used to finance the Green Build and certain other projects in the Authority's capital plan. The Senior Series 2013 Bonds are the only senior lien airport revenue bonds currently outstanding.

Subordinate Obligations

The Authority previously entered into a Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended ("Master Subordinate Indenture") by and between the Authority and U.S. Bank National Association, as successor trustee, ("Subordinate Trustee"). This Master Subordinate Indenture is the financing document that sets forth the general terms of the Authority's pledge of Subordinate Net Revenues (which include certain revenues received by the Authority from the operation of the Airport, less operation and maintenance expenses, less the debt service on the Senior Bonds and Senior Bond reserve requirements) to secure subordinate lien airport revenue obligations and provides for the terms and conditions upon which subordinate lien airport revenue obligations may be issued by the Authority. The pledge of Subordinate Net Revenues under the Master Subordinate Indenture is subordinate to the pledge of Net Revenues under the Master Senior Indenture.

Subordinate 2010 Bonds. Pursuant to the Master Subordinate Indenture and a Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010, by and between the Authority and the Subordinate Trustee, the Authority issued its Subordinate Airport Revenue Bonds Series 2010A (Non AMT), Series 2010B (Non AMT) and Series 2010C (federally taxable Build America Bonds), which are currently outstanding in the aggregate principal amount of $516.7 million. The Subordinate Series 2010 Bonds were used to finance the Green Build and certain other projects in the Authority's capital plan.

Subordinate 2017 Bonds. Pursuant to the Master Subordinate Indenture and a Fifth Supplemental Subordinate Trust Indenture, dated as of August 1, 2017, by and between the Authority and the Subordinate Trustee, the Authority issued its Subordinate Airport Revenue Bonds Series 2017A (Non-AMT), and Series 2017B (AMT) , which are currently outstanding in the aggregate principal amount of $281.8 million. The Subordinate Series 2017 Bonds were primarily used to finance construction of the Parking Plaza and the T2 West Federal Inspection Station.

Subordinate Revolving Obligations. Pursuant to the Master Subordinate Indenture, the Third Supplemental Subordinate Trust Indenture, dated as of September 1, 2014 (the "Third Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee, and the Revolving Credit Agreement, dated as of September 1, 2014, as amended (the "Subordinate Credit Agreement"), by and between the Authority and U.S. Bank National Association (the "Subordinate Revolving Obligations Bank"), the Authority is authorized to issue and have outstanding, from time to time, up to $125,000,000 in aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations (collectively, the "Subordinate Revolving Obligations"). Currently, the Authority has $ 13.7 million aggregate principal amount of Subordinate Revolving Obligations outstanding.

Subordinate Drawdown Bonds: Pursuant to the Master Subordinate Indenture, the Fourth Supplemental Subordinate Trust Indenture, dated as of April 1, 2017 (the "Fourth Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee, the Bondholder's Agreement, dated as of April 1, 2017 (the "Subordinate Drawdown Bondholder's Agreement"), by and between the Authority and RBC Municipal Products, LLC (the "Subordinate Drawdown Bond Purchaser"), and the Bond Purchase Agreement, dated April 19, 2017 (the "Subordinate Drawdown Bond Purchase Agreement"), between RBC Capital Markets LLC (the "Subordinate Drawdown Bond Underwriter") and the Authority, the Authority is authorized to issue and have outstanding, from time to time, up to $100,000,000 in aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Drawdown Bonds (collectively, the "Subordinate Drawdown Bonds"). Currently, the Authority has $34.2 million aggregate principal amount of Subordinate Drawdown Bonds outstanding.

Subordinate Series 2019 Bonds and Subordinate Series 2020 Bonds

Authority staff has determined that it is necessary and advisable to issue additional Subordinate Airport Revenue Bonds ("Subordinate Series 2019 Bonds" and "Subordinate Series 2020 Bonds") in order to fund certain capital projects in the FY 2020 – FY 2024 Capital Program, including the Northside Storm Water Management, Northside RON Parking and the Facilities Maintenance Facility projects, to refund all or a portion of the Subordinate Series 2010 Bonds, to refund all or a portion of the Authority's outstanding Subordinate Drawdown Bonds, to fund a portion of the interest accruing on the Subordinate Series 2019 Bonds, to fund a reserve fund for the Subordinate Series 2019/20 Bonds, and to pay the costs of issuance of the Subordinate Series 2019/20 Bonds. Currently, the Authority plans to price the Subordinate Series 2019 Bonds in November and issue them in December 2019.

The Authority also intends to refund the Subordinate Series 2010 Bonds. The Subordinate Series 2010 Bonds were issued with a 10-year par call (call date is July 1, 2020). Market yields are at historic lows and the original 30 year bonds can be refunded with 20 year bonds

The Authority will price and issue the Subordinate Series 2020 Bonds via a forward delivery to refund all or a portion of the Subordinate Series 2010A/B bonds. The Subordinate Series 2020 Bonds will be priced in November 2019, but will not be issued until April 2020. By pricing the Subordinate Series 2020 Bonds in November 2019 but not issuing them until April 2020, the yields on the Subordinate Series 2020 Bonds will carry a small premium, expected to be approximately 4 basis points (.04%) per month. However, notwithstanding the slight pricing premium, by locking in the pricing in November 2019, the Authority can guaranty debt service savings, currently estimated to be $80-90 million over 20 years.

The Authority's current debt profile (for Senior and Subordinate Obligations) is $1.21billion in outstanding debt. Debt per enplanement at the end of Fiscal Year 2019 was $97.49. After the new debt is issued and the 2010 Bonds are refunded the projected debt profile will be $1.42 billion and projected debt per enplanement will be $112.82 at the end of Fiscal Year 2020, which remains below the Authority's peer airport median of $119.50

Resolution No. 2019-XXXX

Upon adoption of the attached Resolution No. 2019 XXXX **[Attachment 8],** the Board will be approving the following:

1) The issuance of the Subordinate Series 2019/20 Bonds in an aggregate principal amount not-to-exceed $950 million in order to fund certain capital projects in the FY 2020 – FY 2024 Capital Program, to refund all or a portion of the Authority's outstanding Subordinate Drawdown Bonds, to refund all or a portion of the Subordinate Series 2010 Bonds, to fund a portion of the interest accruing on the new Subordinate Series 2019 Bonds, to fund a reserve fund for the new 2019/20 Subordinate Bonds , and to pay the costs of issuance of the new Subordinate Series 2019/20 and 2020 Bonds.

2) Sixth Supplemental Subordinate Trust Indenture (Subordinate Series 2019 Bonds) **[ATTACHEMNT 2A]** and Seventh Supplemental Subordinate Trust Indenture (Subordinate Series 2020 Bonds) **[ATTACHEMNT 2B]**

The Sixth and Seventh Supplemental Trust Indentures will set forth the terms of the Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds, respectively, including, among other things, the interest rates, maturity dates and redemption provisions of the Subordinate Series 2019/20 Bonds, the establishment of certain funds and accounts to be created in connection with the issuance of the Subordinate Series 2019/20 Bonds and the form of the Subordinate Series 2019/20 Bonds. The new Subordinate Series 2019/20 Bonds will bear interest at fixed rates of interest that will be determined by the underwriters in accordance with the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2010 Forward Delivery Purchase Contract.

3) Preliminary Official Statement (POS) **[ATTACHEMNT 3]**

The Preliminary Official Statement is the disclosure document provided by the Authority to prospective purchasers of the Subordinate Series 2019/20 Bonds. The Preliminary Official Statement describes, among other things, the security for the Subordinate Series 2019/20 Bonds, how the proceeds of the Subordinate Series 2019/20 Bonds will be used, financial and operating information of the Authority and the Airport, certain information regarding the airline industry, risk factors and pending litigation against the Authority. Additionally, Appendix A to the Preliminary Official Statement will contain the Financial Feasibility Report of Unison Consulting Inc. The Financial Feasibility Report contains among other things, projections of future enplanements at the Airport and future revenues and expenses and debt service coverage levels. The Authority is required to provide full and complete disclosure of all material information to the prospective purchasers of the Subordinate Series 2019/20 Bonds and must certify that the Preliminary Official Statement contains the same. Upon pricing of the Subordinate Series 2019/20 Bonds, the Authority will be required to complete a Final Official Statement, which will be an updated version of the Preliminary Official Statement in substantially the same form but will include the results of the pricing of the Subordinate Series 2019/20 Bonds. The Authority is required to provide full and complete disclosure of all material information to the prospective purchasers of the Subordinate Series 2019/20 Bonds and must certify that the Final Official Statement contains the same. Prior to the final delivery of the Subordinate Series 2020 Bonds the Authority will provide a supplement to the Final Official Statement reflecting updated information with respect to the Authority and the Airport.

4) Purchase Contract (Subordinate Series 2019 Bonds) **[ATTACHEMNT 4]**

This document will be entered into with Citigroup Global Markets Inc. (“Citigroup”), as representative of the underwriters of the Subordinate Series 2019 Bonds, which will include Citigroup, RBC Capital Markets, Backstrom McCarley Berry & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC and Siebert Williams Shank & Co. LLC. The Purchase Contract requires the underwriters to purchase the Subordinate Series 2019 Bonds, provided certain terms and conditions set forth in the Purchase Contract are met by the Authority and other parties. Pursuant to the terms of the Purchase Contract, the underwriters will collect an underwriting discount not exceeding 0.4% of the final par amount of the Subordinate Series 2019 Bonds purchased by them.

5) Forward Delivery Purchase Contract (Subordinate Series 2020 Bonds) **[ATTACHEMNT 5]**

This document will be entered into with Citigroup, as representative of the underwriters of the Subordinate Series 20209 Bonds, which will include Citigroup, RBC Capital Markets, Backstrom McCarley Berry & Co. LLC, Jefferies LLC, Morgan Stanley & Co. LLC and Siebert Williams Shank & Co. LLC. The Forward Delivery Purchase Contract requires the underwriters to purchase the Subordinate Series 2020 Bonds (in April 2020), provided certain terms and conditions set forth in the Purchase Contract are met by the Authority and other parties. The underwriters may terminate their obligation to purchase the Subordinate Series 2020 Bonds in certain circumstances including: a change in applicable laws, a material change of fact in the Official Statement, a material event of default occurs and is continuing under the Subordinate Indenture or the Subordinate Series 2020 Bonds are not rated or the rating is suspended. Pursuant to the terms of the Forward Delivery Purchase Contract, the underwriters will collect an underwriting discount not exceeding 0.4%of the final par amount of the Subordinate Series 2020 Bonds purchased by them.

6) Continuing Disclosure Certificates

The Authority will enter into a Continuing Disclosure Certificate for the Subordinate Series 2019 Bonds **[ATTACHEMNT 6A]** and a separate Continuing Disclosure Certificate for the Subordinate Series 2020 Bonds **[ATTACHMENT 6B]** . The Continuing Disclosure Certificates set out the Authority's obligation under Rule 15c2 12 of the Securities Exchange Act of 1934, as amended, to provide updated financial and operating information about the Authority and the Airport to the Municipal Securities Rulemaking Board ("MSRB") on an annual basis, and to provide notices of certain enumerated events to MSRB.

7) Escrow Agreements

The Authority will enter into an Escrow Agreement in connection with the refunding of the Subordinate Series 2010C Bonds **[ATTACHEMNT 7A]** and a separate Escrow Agreement in connection with the refunding of the Subordinate Series 2010A/B Bonds **[ATTACHEMNT 7B]** . The Escrow Agreements will establish irrevocable escrow funds that will be funded with a portion of the proceeds of the Subordinate Series 2019/20 Bonds (and certain other available moneys on deposit in the debt service fund(s)), which proceeds and other moneys will be withdrawn to pay the interest on the Subordinate Series 2010C Bonds on January 1, 2020 and the principal and redemption price of, and interest on the Subordinate Series 2010 Bonds on July 1, 2020. The escrow funds will facilitate the refinancing of the Subordinate Series 2010 Bonds for the purpose of achieving interest costs savings. All of the Subordinate Series 2010 Bonds will be paid off on July 1, 2020.

Fiscal Impact:

Debt Service and Cost of Issuance related to the Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds have been included in the approved FY 2019 Budget and FY 2020 Conceptual Budget in non-operating costs under the Debt Service line item. Future Debt service costs will be included in future budget requests.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

☐ Community Strategy ☐ Customer Strategy ☐ Employee Strategy ☒ Financial Strategy ☐ Operations Strategy

Environmental Review:

A. CEQA: This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act ("CEQA"), as amended. 14 Cal. Code Regs. §15378. This Board action is not a "project" subject to CEQA. Cal. Pub. Res. Code §21065.

B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Application of Inclusionary Policies:

Not Applicable.

Prepared by:

SCOTT BRICKNER,
VICE PRESIDENT, CHIEF FINANCIAL OFFICER

SIXTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE

by and between

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

Relating to

$[PARA]
San Diego County Regional Airport Authority
Subordinate Airport Revenue and Revenue Refunding Bonds
Series 2019A
(Governmental/Non-AMT)

$[PARB]
San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2019B
(Private Activity/AMT)

Dated as of December 1, 2019

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SIXTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE

THIS SIXTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE (this "***Sixth Supplemental Subordinate Indenture***"), dated as of December 1, 2019, is made by and between the **SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY,** a local government entity of regional government created pursuant to laws of the State of California (the "***Authority***"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as successor trustee (the "***Trustee***"), and supplements the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and the Trustee.

WHEREAS, the Master Subordinate Indenture provides, in Section 2.09 thereof, for the issuance of Subordinate Obligations and, in Section 10.02 thereof, for the execution and delivery of Supplemental Subordinate Indentures setting forth the terms of such Subordinate Obligations;

WHEREAS, the Authority now, for the purpose of providing money to finance and refinance certain capital improvements to the Airport System (as defined in the Master Subordinate Indenture), by execution and delivery of this Sixth Supplemental Subordinate Indenture and in compliance with the provisions of the Master Subordinate Indenture (a) sets forth the terms of its (i) $[PARA] San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A (the "***Series 2019A Bonds***"), and (ii) $[PARB] San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B (the "***Series 2019B Bonds***" and together with the Series 2019A Bonds, the "***Series 2019 Bonds***"), (b) provides for the deposit and use of the proceeds of the Series 2019 Bonds, and (c) makes other provisions relating to the Series 2019 Bonds; and

WHEREAS, the Series 2019 Bonds are being issued as Subordinate Obligations as provided for in Section 2.09 of the Master Subordinate Indenture.

GRANTING CLAUSE

In order to secure the payment of the Series 2019 Bonds, the Authority hereby pledges, assigns and grants to the Trustee with respect to the Series 2019 Bonds all of the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere in, the Master Subordinate Indenture. To secure further the payment of the Series 2019 Bonds, the Authority in furtherance of the Master Subordinate Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the Authority, except as otherwise provided herein, in and to the Reserve Fund (as hereinafter defined) and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Insurance Policy (as hereinafter defined) provided at any time in satisfaction of all or a portion of the Reserve Requirement (as hereinafter defined), all rights, title and interest in such instruments and the proceeds thereof.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01. Definitions. The following definitions shall apply to terms used in this Sixth Supplemental Subordinate Indenture unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Sixth Supplemental Subordinate Indenture shall have the same meanings as set forth in the Master Subordinate Indenture.

"*AMT Drawdown Bonds Debt Service Fund*" means the "AMT Debt Service Fund" established and maintained by the Trustee in accordance with the provisions of the Fourth Supplemental Subordinate Indenture.

"*AMT Drawdown Bonds Redemption Account*" means the Redemption Account of the AMT Drawdown Bonds Debt Service Fund established and maintained by the Trustee in accordance with the provisions of the Fourth Supplemental Subordinate Indenture.

"*Authorized Denominations*" means $5,000 principal amount and integral multiples thereof.

"*Beneficial Owner*" means, whenever used with respect to a Series 2019 Bond, the person in whose name such Series 2019 Bond is recorded as the beneficial owner of such Series 2019 Bond by a Participant on the records of such Participant or such person's subrogee.

"*Book-Entry Bonds*" means the Series 2019 Bonds held by DTC (or its nominee) as the Holder thereof pursuant to the terms and provisions of Section 2.05 hereof.

"*Cede & Co.*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2019 Bonds.

"*Continuing Disclosure Certificate*" means the certificate of the Authority, dated the date of issuance of the Series 2019 Bonds, pursuant to which the Authority shall agree to undertake for the benefit of the Holders and the Beneficial Owners of the Series 2019 Bonds certain ongoing disclosure requirements.

"*Costs of Issuance*" means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2019 Bonds, including, but not limited to, costs and expenses of printing and copying documents, the preliminary and final official statements and the Series 2019 Bonds, underwriters' compensation, and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants and other consultants.

"*DTC*" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"*EMMA System*" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission.

"*Escrow Agreement*" means the Escrow Agreement, dated December [__], 2019, by and between the Authority and the Trustee, as trustee and escrow agent, and under which a portion of the proceeds of the Series 2019A Bonds, along with other available moneys, are to be deposited and used to pay the principal and redemption price of and interest on the Refunded Series 2010C Bonds.

"*Escrow Fund*" means the "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C Escrow Fund" established and maintained by the Trustee, as trustee and escrow agent, under the terms of the Escrow Agreement and held for the purpose of paying the redemption price of and interest on the Refunded Series 2010C Bonds.

"*Fourth Supplemental Subordinate Indenture*" means the Fourth Supplemental Subordinate Trust Indenture, dated as of April 1, 2017, as amended, by and between the Authority and the Trustee and which, among other things, sets forth the terms of the Refunded Drawdown Bonds.

"*Interest Payment Date*" means each January 1 and July 1, commencing [July] 1, 2020, the dates upon which interest on the Series 2019 Bonds becomes due and payable.

"*Master Subordinate Indenture*" means the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended from time to time, by and between the Authority and the Trustee under which the Series 2019 Bonds are authorized and secured.

"*Non-AMT Drawdown Bonds Debt Service Fund*" means the "Non-AMT Debt Service Fund" established and maintained by the Trustee in accordance with the provisions of the Fourth Supplemental Subordinate Indenture.

"*Non-AMT Drawdown Bonds Redemption Account*" means the Redemption Account of the Non-AMT Drawdown Bonds Debt Service Fund established and maintained by the Trustee in accordance with the provisions of the Fourth Supplemental Subordinate Indenture.

"*Participants*" means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

"*Paying Agent*," for purposes of this Sixth Supplemental Subordinate Indenture, means the Trustee, or any other institution appointed by the Authority.

"*Record Date*" means for a January 1 Interest Payment Date the preceding December 15 and for a July 1 Interest Payment Date the preceding June 15.

"*Refunded Drawdown Bonds*" means, collectively, the Refunded AMT Drawdown Bonds and the Refunded Non-AMT Drawdown Bonds.

"*Refunded AMT Drawdown Bonds*" means $[22,920,000] aggregate principal amount of the Authority's Subordinate Airport Revenue Drawdown Bonds, Series B (AMT), Subseries B-1 (AMT), that will be refunded with a portion of the proceeds of the Series 2019B Bonds.

"*Refunded Non-AMT Drawdown Bonds*" means $[11,120,000] aggregate principal amount of the Authority's Subordinate Airport Revenue Drawdown Bonds, Series A (Non-AMT), Subseries A-1 (Non-AMT), that will be refunded with a portion of the proceeds of the Series 2019A Bonds.

"*Refunded Series 2010C Bonds*" means the Series 2010C Bonds being advance refunded and defeased with a portion of the proceeds of the Series 2019A Bonds, as set forth in Exhibit E attached hereto.

"*Registrar*" for purposes of this Sixth Supplemental Subordinate Indenture, means the Trustee.

"*Representation Letter*" means the Blanket Issuer Letter of Representations dated October 20, 2005 from the Authority to DTC.

"*Reserve Fund*" means the "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Debt Service Reserve Fund" established pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture.

"*Reserve Fund Insurance Policy*" has the meaning as set forth in the Second Supplemental Subordinate Indenture.

"*Reserve Requirement*" shall have the meaning as set forth in the Second Supplemental Subordinate Indenture. At the time of issuance of the Series 2019 Bonds, the Reserve Requirement shall be equal to $[_____].

"*Second Supplemental Subordinate Indenture*" means the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010, by and between the Authority and the Trustee.

"*Series 2010C Bonds*" means the Subordinate Obligations issued under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C."

"*Series 2019 Bonds*" means, collectively, the Series 2019A Bonds and the Series 2019B Bonds.

"*Series 2019 Costs of Issuance Fund*" means the Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2019 Bonds.

"Series 2019 Rebate Fund" means the Fund of such designation established pursuant to Sections 4.01 and 5.01 hereof.

"*Series 2019 Reserve Account*" means the Account of such designation established in the Reserve Fund pursuant to Section 4.01 and 4.10 hereof.

"*Series 2019 Term Bonds*" means, collectively, the Series 2019A Term Bonds and the Series 2019B Term Bonds.

"*Series 2019A Bonds*" means $[PARA] aggregate principal amount of Subordinate Obligations issued under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A."

"*Series 2019A Construction Fund*" means the Construction Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of the Series 2019A Projects.

"*Series 2019A Costs of Issuance Account*" means the Account of such designation established in the Series 2019 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2019A Bonds.

"*Series 2019A Debt Service Fund*" means the Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2019A Bonds.

"*Series 2019A Projects*" means, collectively, any or all of those capital expenditures listed in Exhibit C-1 attached hereto which are to be financed and refinanced from amounts deposited into the Series 2019A Construction Fund.

"*Series 2019A Term Bonds*" means the Series 2019A Bonds maturing on July 1, 20[__] and July 1, 20[__].

"*Series 2019B Bonds*" means $[PARB] aggregate principal amount of Subordinate Obligations issued under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B."

"*Series 2019B Construction Fund*" means the Construction Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of the Series 2019B Projects.

"*Series 2019B Costs of Issuance Account*" means the Account of such designation established in the Series 2019 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2019B Bonds.

"*Series 2019B Debt Service Fund*" means the Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2019B Bonds.

"*Series 2019B Projects*" means, collectively, any or all of those capital expenditures listed in Exhibit C-2 attached hereto which are to be financed and refinanced from amounts deposited into the Series 2019B Construction Fund.

"*Series 2019B Term Bonds*" means the Series 2019B Bonds maturing on July 1, 20[__] and July 1, 20[__].

"*Sixth Supplemental Subordinate Indenture*" means this Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019, by and between the Authority and the Trustee and which, among other things, sets forth the terms of the Series 2019 Bonds.

"*Tax Certificate*" means the Tax Compliance Certificate, dated the date of issuance of the Series 2019 Bonds, as amended from time to time, entered into by the Authority and executed with respect to the Series 2019 Bonds.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Sixth Supplemental Subordinate Indenture.

ARTICLE II

THE SERIES 2019 BONDS

Section 2.01. Designation of the Series 2019 Bonds; Principal Amount. The Subordinate Obligations authorized to be issued under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture shall be designated as (a) "San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A", which shall be issued in the original principal amount of $[PARA], and (b) "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B", which shall be issued in the original principal amount of $[PARB].

Section 2.02. Series 2019 Bonds Issued Under the Master Subordinate Indenture; Security; Parity. The Series 2019 Bonds are issued as Subordinate Obligations under and subject to the terms of the Master Subordinate Indenture and are secured by and payable from the Subordinate Net Revenues and other security provided in the Granting Clauses of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture and in accordance with the terms of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture.

To further secure the payment of the Series 2019 Bonds, the Authority in furtherance of the Master Subordinate Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the Authority, except as otherwise provided herein, in and to the Reserve Fund and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Insurance Policy provided at any time in satisfaction of all or a portion of the Reserve Requirement, all rights, title and interest in such instruments and the proceeds thereof.

Section 2.03. General Terms of the Series 2019 Bonds. The Series 2019 Bonds shall, upon initial issuance, be dated December [__], 2019. Each Series 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2019 Bond shall bear interest from such date of authentication, or unless such date of authentication is after a Record

Date and before the next succeeding Interest Payment Date, in which event such Series 2019 Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before [June 15, 2020], in which, event such Series 2019 Bond shall bear interest from December [__], 2019. If interest on the Series 2019 Bonds shall be in default, Series 2019 Bonds issued in exchange for Series 2019 Bonds surrendered for transfer or exchange shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2019 Bonds surrendered. The Series 2019 Bonds shall be issued in denominations of $5,000 original principal amount or integral multiples thereof.

Interest on the Series 2019 Bonds shall be paid on [July] 1, 2020 and semiannually thereafter on January 1 and July 1.

Interest on the Series 2019 Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months.

The Series 2019A Bonds shall be issued in the original principal amount of $[PARA] and shall mature on the dates and in the principal amounts and bear interest at the interest rates as set forth in the following schedule:

Maturity Date (July 1)	**Principal Amount**	**Interest Rate**

The Series 2019B Bonds shall be issued in the original principal amount of $[PARB] and shall mature on the dates and in the principal amounts and bear interest at the interest rates as set forth in the following schedule:

Maturity Date (July 1)	Principal Amount	Interest Rate

Payment of the principal of the Series 2019 Bonds shall be made upon surrender of the Series 2019 Bonds to the Trustee or its agent; provided that with respect to the Series 2019 Bonds which are Book-Entry Bonds, the payment of the principal shall be made as provided in Section 2.05 hereof and the Representation Letter. Payment of interest on Series 2019 Bonds which are not Book-Entry Bonds shall be paid by check or draft of the Trustee mailed on the applicable Interest Payment Date by first-class mail to the person who is the Holder thereof on the Record Date, and such payment shall be mailed to such Holder at his address as it appears on the registration books of the Registrar. The payment of interest on Book-Entry Bonds shall be made as provided in Section 2.05 hereof and the Representation Letter. With respect to all Series 2019 Bonds, interest due and payable on any Interest Payment Date shall be paid to the person who is the Holder as of the Record Date. The Series 2019 Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2019 Bond becomes due and payable, but shall not have been paid as a result of a default hereunder, and no provision is made for its payment, then such Series 2019 Bond shall bear interest at the same rate after such default as on the day before the default occurred.

Principal and interest will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money.

Section 2.04. Exchange of Series 2019 Bonds. Series 2019 Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of the same Series of such Series 2019 Bonds with the same interest rate and maturity date. The cost of printing Series 2019 Bonds and any services rendered or expenses incurred by the Trustee or the Registrar in connection with any transfer or exchange shall be paid by the Authority. The Trustee or the Registrar may require the payment by the Holders requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer.

The Registrar will not, however, be required to transfer or exchange any such Series 2019 Bond during the period established by the Registrar for selection of Series 2019 Bonds for redemption or any Series 2019 Bond which has been selected for redemption.

Section 2.05. Book-Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section, the Holder of all of the Series 2019 Bonds shall be DTC and the Series 2019 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal and redemption price of and interest on any Series 2019 Bond registered in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2019 Bonds shall be initially issued in the form of separate single authenticated fully registered bonds for each separate stated maturity and interest rate for each Series of the Series 2019 Bonds. Upon initial issuance, the ownership of such Series 2019 Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2019 Bonds registered in its name for the purposes of paying the principal and redemption price of and interest on the Series 2019 Bonds, selecting the Series 2019 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Holders under the Master Subordinate Indenture or this Sixth Supplemental Subordinate Indenture, registering the transfer of Series 2019 Bonds, obtaining any consent or other action to be taken by Holders and for all other purposes whatsoever, and neither the Trustee, the Registrar nor the Authority shall be affected by any notice to the contrary. Neither the Trustee, the Registrar nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2019 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Holder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal and

redemption price of or interest on the Series 2019 Bonds; any notice which is permitted or required to be given to Holders under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2019 Bonds; any consent given or other action taken by DTC as Holder; or any other purpose. The Trustee shall pay all principal and redemption price of and interest on the Series 2019 Bonds only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal and redemption price of and interest on the Series 2019 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2019 Bond evidencing the obligation of the Authority to make payments of principal, redemption price and interest pursuant to the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Sixth Supplemental Subordinate Indenture shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2019 Bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of Series 2019 Bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange Series 2019 Bond certificates as requested by DTC and any other Holders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2019 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver Series 2019 Bond certificates as described in this Sixth Supplemental Subordinate Indenture. In the event Series 2019 Bond certificates are issued, the provisions of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and redemption price of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2019 Bonds to any Participant having Series 2019 Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2019 Bonds.

(d) Notwithstanding any other provision of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture to the contrary, so long as any Series 2019 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and redemption price of and interest on such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Holders pursuant to the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by Holders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Holder.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, TO ANY PARTICIPANT OF THE PRINCIPAL AND REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2019 BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, OR ANY PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2019 BONDS.

ARTICLE III

REDEMPTION OF SERIES 2019 BONDS

Section 3.01. Notices to Holders. If the Authority wishes that any Series 2019 Bonds be redeemed pursuant to the provision of this Sixth Supplemental Subordinate Indenture, the Authority will notify the Trustee of the applicable provision, the Series of Series 2019 Bonds being redeemed, the redemption date, the maturity date, the interest rate, the CUSIP number and the principal amount and the redemption price of the Series 2019 Bonds to be redeemed and other necessary particulars. The Authority will give notice to the Trustee at least thirty-five (35) days before the redemption date, provided that the Trustee may, at its option, waive such notice or accept notice at a later date. The Trustee shall give notice of redemption, in the name of the Authority, to Holders affected by redemption at least thirty (30) days but not more than sixty (60) days before each redemption date, send such notice of redemption by first class mail (or with respect to Series 2019 Bonds held by DTC via electronic means or by an express delivery service for delivery on the next following Business Day or by such other means as otherwise permitted or required by DTC's procedures) to each Holder of a Series 2019 Bond to be redeemed. Each such notice shall be sent to the Holder's registered address.

Each notice of redemption shall specify the Series, the issue date, the maturity date, the interest rate and the CUSIP number of each Series 2019 Bond to be redeemed, if less than all Series 2019 Bonds of a Series, maturity date and interest rate are called for redemption the numbers assigned to the Series 2019 Bonds to be redeemed, the principal amount to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's name, that payment will be made upon presentation and surrender of the Series 2019 Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue.

The Authority may provide that, if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2019 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one (1) Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the Holders of such Series 2019 Bonds to be redeemed in the manner provided in this Section.

Failure to give any required notice of redemption as to any particular Series 2019 Bonds will not affect the validity of the call for redemption of any Series 2019 Bonds in respect of which no failure occurs. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2019 Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. In the event that funds are deposited with the Trustee sufficient for redemption, interest on the Series 2019 Bonds to be redeemed will cease to accrue on and after the date fixed for redemption.

If any Series 2019 Bonds, at the time of redemption, are not Book-Entry Bonds, then, at the time of the mailing required by the first paragraph of this Section, such redemption notice shall be (a) provided to the Municipal Securities Rulemaking Board through the EMMA System, and (b) given by (i) registered or certified mail, postage prepaid; (ii) telephonically confirmed facsimile transmission; or (iii) overnight delivery service, to:

The Depository Trust Company
55 Water Street, 50th Floor
New York, NY 10041-0099
Attention: Call Notification
Facsimile: (212) 855-7232

Failure to give the notice described in the immediately preceding paragraph or any defect therein shall not in any manner affect the redemption of any Series 2019 Bond.

Section 3.02. Redemption Dates. The date fixed for redemption of Series 2019 Bonds to be redeemed pursuant to any optional redemption provision as set forth in Sections 3.03 hereof shall be a date permitted by the Authority in the notice delivered pursuant to Section 3.01 hereof. The date fixed for mandatory sinking fund redemptions of the Series 2019 Term Bonds will be as set forth in Sections 3.04 hereof.

Section 3.03. Optional Redemption of the Series 2019 Bonds.

(a) The Series 2019A Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2019A Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal

amount of the Series 2019A Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(b) The Series 2019B Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2019B Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal amount of the Series 2019B Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

Section 3.04. Mandatory Sinking Fund Redemption of the Series 2019 Term Bonds.

(a) The Series 2019A Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**
*	

*Final Maturity Date

(b) The Series 2019A Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**
*	

*Final Maturity Date

(c) The Series 2019B Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date

fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	Principal Amount
*	

*Final Maturity Date

(d) The Series 2019B Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	Principal Amount
*	

*Final Maturity Date

(e) Except as otherwise provided in Section 2.05 hereof, on or before the forty-fifth (45th) day prior to any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may determine), from the applicable Series 2019 Term Bonds subject to such redemption, an aggregate principal amount of such Series 2019 Term Bonds equal to the amount for such year as set forth in the applicable table above and shall call such Series 2019 Term Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such call.

(f) At the option of the Authority, to be exercised by delivery of a written certificate to the Trustee on or before the sixtieth (60th) day next preceding any mandatory sinking fund redemption date for the Series 2019 Term Bonds, it may (i) deliver to the Trustee for cancellation Series 2019 Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by the Authority or (ii) specify a principal amount of such Series 2019 Term Bonds or portions thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Trustee at the request of the Authority and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2019 Term Bond or portion thereof so purchased,

acquired or optionally redeemed and delivered to the Trustee for cancellation shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the Authority to pay the principal of such Series 2019 Term Bond on such mandatory sinking fund redemption date. In the event the Authority redeems any of the Series 2019 Term Bonds pursuant to Section 3.03 hereof, the Authority will provide the Trustee revised mandatory sinking fund schedules, if applicable.

Section 3.05. Selection of Series 2019 Bonds for Redemption; Series 2019 Bonds Redeemed in Part. The Series 2019 Bonds are subject to redemption in such order of maturity and interest rate within a Series (except mandatory sinking fund payments on the Series 2019 Term Bonds) as the Authority may direct, and by lot within such maturity and interest rate selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2019 Bonds) shall deem appropriate, within a maturity and interest rate.

Upon surrender of a Series 2019 Bond to be redeemed, in part only, the Trustee will authenticate for the Holder a new Series 2019 Bond or Series 2019 Bonds, of the same Series, maturity date and interest rate equal in principal amount to the unredeemed portion of the Series 2019 Bonds surrendered.

Section 3.06. Payment of Series 2019 Bonds Called for Redemption. Upon surrender to the Trustee or the Trustee's agent, Series 2019 Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.07. Effect of Redemption Call. On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and sufficient moneys for payment of the redemption price being held in trust to pay the redemption price, the Series 2019 Bonds so called for redemption shall become and be due and payable on the redemption date, interest on such Series 2019 Bonds shall cease to accrue from and after such redemption date, such Series 2019 Bonds shall cease to be entitled to any lien, benefit or security under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture and the Holders of such Series 2019 Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Series 2019 Bonds which have been duly called for redemption under the provisions of this Article III and for the payment of the redemption price of which moneys shall be held in trust for the Holders of the Series 2019 Bonds to be redeemed, all as provided in this Sixth Supplemental Subordinate Indenture, shall not be deemed to be Outstanding under the provisions of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 4.01. Establishment of Funds and Accounts. The following funds and accounts are hereby established:

(a) San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Debt Service Fund (the "***Series 2019A Debt Service Fund***") and therein an Interest Account, a Capitalized Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(b) San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Construction Fund (the "***Series 2019A Construction Fund***"), to be held by the Trustee;

(c) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Debt Service Fund (the "***Series 2019B Debt Service Fund***") and therein an Interest Account, a Capitalized Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(d) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Construction Fund (the "***Series 2019B Construction Fund***"), to be held by the Trustee;

(e) San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019 Costs of Issuance Fund (the "***Series 2019 Costs of Issuance Fund***") and therein (i) the San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Costs of Issuance Account (the "***Series 2019A Costs of Issuance Account***") and (ii) the San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Costs of Issuance Account (the "***Series 2019B Costs of Issuance Account***"), to be held by the Trustee;

(f) San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019 Reserve Account (the "***Series 2019 Reserve Account***"), to be established in the Reserve Fund and to be held by the Trustee; and

(g) San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019 Rebate Fund (the "***Series 2019 Rebate Fund***"), to be held by the Trustee.

Section 4.02. Application of Series 2019A Bond Proceeds. The proceeds of the sale of the Series 2019A Bonds, being the amount of $[_____] (which sum represents the par amount of the Series 2019A Bonds of $[PARA].00, plus [an/a] [net] original issue premium in the amount of $[_____], and less an underwriters' discount in the amount of $[_____]) received by the Trustee shall be deposited by the Trustee as follows:

(a) $[_____], representing Capitalized Interest, shall be deposited in the Capitalized Interest Account of the Series 2019A Debt Service Fund to be used to pay interest due and payable on the Series 2019A Bonds on the dates and in the amounts set forth in Section 4.06(b) hereof;

(b) $[_____] shall be deposited into the Series 2019 Reserve Account of the Reserve Fund;

(c) $[_____] shall be deposited into the Series 2019A Costs of Issuance Account to be used to pay the Costs of Issuance of the Series 2019A Bonds;

(d) $[_____] shall be deposited to the Escrow Fund for the purpose of advance refunding the Refunded Series 2010C Bonds; and

(e) $[_____] shall be deposited to the Non-AMT Drawdown Bonds Redemption Account for the purpose of current refunding the Refunded Non-AMT Drawdown Bonds; and

(f) $[_____] shall be deposited into the Series 2019A Construction Fund to be used to pay the Costs of the Series 2019A Projects.

Section 4.03. Application of Series 2019B Bond Proceeds. The proceeds of the sale of the Series 2019B Bonds, being the amount of $[_____] (which sum represents the par amount of the Series 2019B Bonds of $[PARB].00, plus [an/a] [net] original issue premium in the amount of $[_____], and less an underwriters' discount in the amount of $[_____]) received by the Trustee shall be deposited by the Trustee as follows:

(a) $[_____], representing Capitalized Interest, shall be deposited in the Capitalized Interest Account of the Series 2019B Debt Service Fund to be used to pay interest due and payable on the Series 2019B Bonds on the dates and in the amounts set forth in Section 4.08(b) hereof;

(b) $[_____] shall be deposited into the Series 2019 Reserve Account of the Reserve Fund;

(c) $[_____] shall be deposited into the Series 2019B Costs of Issuance Account to be used to pay the Costs of Issuance of the Series 2019B Bonds;

(d) $[_____] shall be deposited to the AMT Drawdown Bonds Redemption Account for the purpose of current refunding the Refunded AMT Drawdown Bonds; and

(e) $[_____] shall be deposited into the Series 2019B Construction Fund to be used to pay the Costs of the Series 2019B Projects.

Section 4.04. Application of Other Available Moneys.

(a) The Trustee shall transfer $[____] from the Interest Account of the Series 2010C Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Escrow Fund for the purpose of paying a portion of the accrued interest on the Refunded Series 2010C Bonds.

(b) The Trustee shall transfer $[____] from the Principal Account of the Series 2010C Debt Service Fund (established and maintained by the Trustee pursuant to

the Second Supplemental Subordinate Indenture) to the Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010C Bonds.

(c) [The Trustee shall transfer $[_____] from the Series 2010C Reserve Account (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010C Bonds.]

The Trustee may, in its discretion, establish temporary funds and accounts on its books and records to facilitate such transfers described in this Section

Section 4.05. Series 2019A Construction Fund.

(a) There shall be deposited into the Series 2019A Construction Fund the amounts as provided in Section 4.02(g) hereof and any amounts transferred from the Capitalized Interest Account of the Series 2019A Debt Service Fund representing Capitalized Interest and earnings thereon as described in Section 4.06(b) hereof.

(b) The Trustee shall make payments or disbursements from the Series 2019A Construction Fund upon receipt from the Authority of a written requisition, in substantially the form attached hereto as Exhibit D-1, executed by an Authorized Authority Representative, which requisition shall state, with respect to each amount requested thereby, (i) that such amount is to be paid from the Series 2019A Construction Fund and is not to be used to pay Costs of Issuance, (ii) the number of the requisition, (iii) the amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, (iv) that the amount to be paid represents a Cost of the Series 2019A Projects as described in Exhibit C-1 hereto, and (v) that the amounts requisitioned will be expended only in accordance with and subject to the limitations set forth in the Tax Certificate. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2019A Construction Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Earnings on the Series 2019A Construction Fund shall be retained in the Series 2019A Construction Fund.

(d) The completion of the Series 2019A Projects shall be evidenced by the filing with the Trustee of a certificate of an Authorized Authority Representative stating either (i) the date of completion of the Series 2019A Projects and the amount, if any, required in the opinion of such Authorized Authority Representative for the payment of any remaining part of the Costs of the Series 2019A Projects or (ii) that all amounts in the Series 2019A Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the Series 2019A Construction Fund following the delivery of such certificate, or upon the determination of the Authority not to proceed with the Series 2019A Projects, may, at the determination of the Authority, be applied upon written requisition of an Authorized Authority Representative to any other lawful

purpose designated in such requisition. As a condition to the disbursement of funds for a purpose other than the financing of the Series 2019A Projects, there shall be delivered to the Trustee with the requisition an opinion of Bond Counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used and that such use shall not result in the inclusion of interest on any Series 2019A Bonds in gross income of the recipient thereof for federal income tax purposes.

Section 4.06. Series 2019A Debt Service Fund. The Trustee shall make deposits into the Series 2019A Debt Service Fund and use such deposits as follows:

(a) ***Interest Account***. The Trustee shall deposit into the Interest Account (i) the amounts as provided in Section 4.06(b) hereof, (ii) the amounts received from the Authority, as provided in the Master Subordinate Indenture, to be used to pay interest on the Series 2019A Bonds and, if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2019A Bonds, to pay amounts due and payable to the provider of such agreement at such times as are provided in such interest rate swap agreement, and (iii) if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2019A Bonds, any amounts received by the Authority from the provider of such agreement. The Trustee also shall deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2019A Bonds in accordance with their terms and amounts due and payable by the Authority under any interest rate swap agreement entered into by the Authority with respect to all or a portion of the Series 2019A Bonds (other than any swap termination payments and any other amounts payable thereunder which are payable and secured by a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations) at any time in proportion to the amounts due or accrued with respect to each of them.

Earnings on amounts in the Interest Account shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in such account.

(b) ***Capitalized Interest Account***. The Trustee shall deposit into the Capitalized Interest Account the amounts as provided in Section 4.02(a) hereof. Amounts deposited to the Capitalized Interest Account shall be transferred to the Interest Account on the dates provided for in Section 4.02 of the Master Subordinate Indenture for the payment of interest on the Series 2019A Bonds. The Trustee shall transfer the following amounts from the Capitalized Interest Account to the Interest Account for payment of interest on the Series 2019A Bonds on the following applicable Interest Payment Dates:

Interest Payment Date	Amount to be Transferred to Interest Account
	All remaining amounts on deposit in Capitalized Interest Account

Until the Series 2019A Projects are completed, earnings on amounts on deposit in the Capitalized Interest Account shall be retained in the Capitalized Interest Account and transferred to the Interest Account to pay interest on the Series 2019A Bonds as provided in the table above. On the completion date of the Series 2019A Projects, any amounts remaining on deposit in the Capitalized Interest Account shall be transferred to the Series 2019A Construction Fund.

All amounts held at any time in the Capitalized Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2019A Bonds in accordance with their terms.

(c) ***Principal Account***. The Trustee shall deposit into the Principal Account amounts received from the Authority as provided in the Master Subordinate Indenture. The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2019A Bonds whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates. On or about July 15 of each Fiscal Year, earnings on the Principal Account shall be withdrawn by the Trustee and paid to the Authority for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in the Principal Account.

(d) ***Redemption Account***. The Trustee shall deposit into the Redemption Account amounts received from the Authority as provided in the Master Subordinate Indenture to be used to pay the redemption price of Series 2019A Bonds being redeemed as provided in Section 3.03 hereof. The Trustee shall also deposit into the Redemption Account any other amounts deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2019A Bonds being redeemed as provided in Section 3.03 hereof. Earnings on amounts in the Redemption Account shall be retained in such account or paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Series 2019A Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.07. Series 2019B Construction Fund.

(a) There shall be deposited into the Series 2019B Construction Fund the amounts as provided in Section 4.03(f) hereof and any amounts transferred from the Capitalized Interest Account of the Series 2019B Debt Service Fund representing Capitalized Interest and earnings thereon as described in Section 4.08(b) hereof.

(b) The Trustee shall make payments or disbursements from the Series 2019B Construction Fund upon receipt from the Authority of a written requisition, in substantially the form attached hereto as Exhibit D-2, executed by an Authorized Authority Representative, which requisition shall state, with respect to each amount requested thereby, (i) that such amount is to be paid from the Series 2019B Construction Fund and is not to be used to pay Costs of Issuance, (ii) the number of the requisition, (iii) the amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, (iv) that the amount to be paid represents a Cost of the Series 2019B Projects as described in Exhibit C-2 hereto, and (v) that the amounts requisitioned will be expended only in accordance with and subject to the limitations set forth in the Tax Certificate. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2019B Construction Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Earnings on the Series 2019B Construction Fund shall be retained in the Series 2019B Construction Fund.

(d) The completion of the Series 2019B Projects shall be evidenced by the filing with the Trustee of a certificate of an Authorized Authority Representative stating either (i) the date of completion of the Series 2019B Projects and the amount, if any, required in the opinion of such Authorized Authority Representative for the payment of any remaining part of the Costs of the Series 2019B Projects or (ii) that all amounts in the Series 2019B Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the Series 2019B Construction Fund following the delivery of such certificate, or upon the determination of the Authority not to proceed with the Series 2019B Projects, may, at the determination of the Authority, be applied upon written requisition of an Authorized Authority Representative to any other lawful purpose designated in such requisition. As a condition to the disbursement of funds for a purpose other than the financing of the Series 2019B Projects, there shall be delivered to the Trustee with the requisition an opinion of Bond Counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used and that such use shall not result in the inclusion of interest on any Series 2019B Bonds in gross income of the recipient thereof for federal income tax purposes.

Section 4.08. Series 2019B Debt Service Fund. The Trustee shall make deposits into the Series 2019B Debt Service Fund and use such deposits as follows:

(a) ***Interest Account***. The Trustee shall deposit into the Interest Account (i) the amounts as provided in Section 4.08(b) hereof, (ii) the amounts received from the Authority, as provided in the Master Subordinate Indenture, to be used to pay interest on the Series 2019B Bonds and, if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2019B Bonds, to pay amounts due and payable to the provider of such agreement at such times as are provided in such interest rate swap agreement, and (iii) if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2019B Bonds, any amounts received by the Authority from the provider of such agreement. The Trustee also shall deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2019B Bonds in accordance with their terms and amounts due and payable by the Authority under any interest rate swap agreement entered into by the Authority with respect to all or a portion of the Series 2019B Bonds (other than any swap termination payments and any other amounts payable thereunder which are payable and secured by a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations) at any time in proportion to the amounts due or accrued with respect to each of them.

Earnings on amounts in the Interest Account shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in such account.

(b) ***Capitalized Interest Account***. The Trustee shall deposit into the Capitalized Interest Account the amounts as provided in Section 4.03(a) hereof. Amounts deposited to the Capitalized Interest Account shall be transferred to the Interest Account on the dates provided for in Section 4.02 of the Master Subordinate Indenture for the payment of interest on the Series 2019B Bonds. The Trustee shall transfer the following amounts from the Capitalized Interest Account to the Interest Account for payment of interest on the Series 2019B Bonds on the following applicable Interest Payment Dates:

Interest Payment Date	**Amount to be Transferred to Interest Account**
	All remaining amounts on deposit in Capitalized Interest Account

Until the Series 2019B Projects are completed, earnings on amounts on deposit in the Capitalized Interest Account shall be retained in the Capitalized Interest Account and transferred to the Interest Account to pay interest on the Series 2019B Bonds as provided in the table above. On the completion date of the Series 2019B Projects, any amounts

remaining on deposit in the Capitalized Interest Account shall be transferred to the Series 2019B Construction Fund.

All amounts held at any time in the Capitalized Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2019B Bonds in accordance with their terms.

(c) ***Principal Account***. The Trustee shall deposit into the Principal Account amounts received from the Authority as provided in the Master Subordinate Indenture. The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2019B Bonds whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates. On or about July 15 of each Fiscal Year, earnings on the Principal Account shall be withdrawn by the Trustee and paid to the Authority for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in the Principal Account.

(d) ***Redemption Account***. The Trustee shall deposit into the Redemption Account amounts received from the Authority as provided in the Master Subordinate Indenture to be used to pay the redemption price of Series 2019B Bonds being redeemed as provided in Section 3.03 hereof. The Trustee shall also deposit into the Redemption Account any other amounts deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2019B Bonds being redeemed as provided in Section 3.03 hereof. Earnings on amounts in the Redemption Account shall be retained in such account or paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Series 2019B Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.09. Series 2019 Costs of Issuance Fund.

(a) There shall, be deposited into the Series 2019 Costs of Issuance Fund the amounts as provided in Sections 4.02(c) and 4.03(c) hereof.

(b) The Trustee shall make payments or disbursements from the Series 2019 Costs of Issuance Fund upon receipt from the Authority of a written requisition in substantially the form attached hereto as Exhibit D-3, executed by an Authorized Authority Representative, which requisition shall state, with respect to each amount requested thereby, (i) the Account within the Series 2019 Costs of Issuance Fund from which such amount is to be paid, (ii) that such amount is to be paid from such Account of the Series 2019 Costs of Issuance Fund, (iii) the number of the requisition, (iv) the

amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, and (v) describe the Costs of Issuance represented by such payment. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2019 Costs of Issuance Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

(d) Earnings on the Series 2019A Costs of Issuance Account shall be deposited into the Series 2019A Construction Fund. Any amounts remaining in the Series 2019A Costs of Issuance Account on [_____], 2020 shall be transferred to the Series 2019A Construction Fund and the Series 2019A Costs of Issuance Account shall be closed.

(e) Earnings on the Series 2019B Costs of Issuance Account shall be deposited into the Series 2019B Construction Fund. Any amounts remaining in the Series 2019B Costs of Issuance Account on [_____], 2020 shall be transferred to the Series 2019B Construction Fund and the Series 2019B Costs of Issuance Account shall be closed.

Section 4.10. Series 2019 Reserve Account. In accordance with Section 4.12(a) of the Second Supplemental Subordinate Indenture, the Authority hereby elects to have the Series 2019 Bonds participate in the Reserve Fund. As provided in Sections 4.02(b) and 4.03(b) hereof, at the time of the issuance of the Series 2019 Bonds, a portion of the proceeds of the Series 2019 Bonds shall be deposited into the Series 2019 Reserve Account. The Series 2019 Reserve Account shall be established for purposes of calculating and accounting for the amount of earnings upon the portion of the Reserve Fund allocable to the Series 2019 Bonds for rebate purposes as set forth in the Tax Certificate, but for all other purposes shall be held, invested and used as an integral part of the Reserve Fund as provided in Section 4.12(a) of the Second Supplemental Subordinate Indenture and shall be available to make payments on all of the Series of Subordinate Obligations participating in the Reserve Fund as if no separate Account had been created. In the event a Reserve Fund Insurance Policy is ever issued with respect to the Reserve Fund, the Trustee is hereby directed to credit the Series 2019 Reserve Account with the portion of any Reserve Fund Insurance Policy allocable thereto. In the event amounts in the Reserve Fund exceed the Reserve Requirement, such excess allocable to the Series 2019A Bonds shall be transferred to the Interest Account in the Series 2019A Debt Service Fund and such excess allocable to the Series 2019B Bonds shall be transferred to the Interest Account in the Series 2019B Debt Service Fund.

Section 4.11. Sources of Payment of the Series 2019 Bonds. The Series 2019 Bonds shall be secured by and payable from the Subordinate Net Revenues as provided in the Master Subordinate Indenture and moneys and other investments held by the Trustee in the Reserve Fund. The Authority may, but is not obligated to, provide for the payment of the principal of and interest on the Series 2019 Bonds from any other source or from any other funds of the Authority.

ARTICLE V

TAX COVENANTS

Section 5.01. Series 2019 Rebate Fund. The Authority hereby agrees that it will execute the Tax Certificate and will, pursuant to this Sixth Supplemental Subordinate Indenture, cause the Series 2019 Rebate Fund to be established, which fund will be funded if so required pursuant to the provisions of the Tax Certificate and amounts in such Series 2019 Rebate Fund shall be held and disbursed in accordance with the Tax Certificate.

Section 5.02. Preservation of Tax Exemption on Series 2019 Bonds.

(a) The Authority shall comply with the covenants and agreements set forth in the Tax Certificate.

(b) The Authority shall not use or permit the use of any proceeds of the Series 2019 Bonds or any other funds of the Authority held by the Trustee under the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture allocable to the Series 2019 Bonds, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Authority or the Trustee with respect to the Series 2019 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Series 2019 Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code or an "arbitrage bond" within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder and under Section 103(c) of the Code. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. In the event the Authority is of the opinion that it is necessary to restrict or limit the yield on the investment of money held by the Trustee or to use such money in certain manners, in order to avoid the Series 2019 Bonds being considered "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as such may be applicable to the Series 2019 Bonds at such time, the Authority shall issue to the Trustee a certificate to such effect together with appropriate instructions, in which event the Trustee shall take such action as it is directed to take to use such money in accordance with such certificate and instructions, irrespective of whether the Trustee shares such opinion.

(c) The Authority shall at all times do and perform all acts and things permitted by law and this Sixth Supplemental Subordinate Indenture which are necessary or desirable in order to assure that interest paid on the Series 2019 Bonds will not be included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2019B Bonds that are a "substantial user" of the facilities financed or refinanced with the Series 2019B Bonds or a "related person" within the meaning of Section 147(a) of the Code) and shall take no action that would result in such interest being included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2019B Bonds that are a "substantial user" of the facilities financed or refinanced with the Series 2019B Bonds or a "related person" within the meaning of Section 147(a) of the Code).

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Sixth Supplemental Subordinate Indenture or the Series 2019 Bonds must be in writing except as expressly provided otherwise in this Sixth Supplemental Subordinate Indenture or the Series 2019 Bonds.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Master Subordinate Indenture or when delivered by hand and received by the Authority or the Trustee at the addresses provided in the Master Subordinate Indenture. Any addressee may designate additional or different addresses for purposes of this Section. In addition to the address set forth in the Master Subordinate Indenture, all notices and communications to be sent to the Trustee shall also be sent to U.S. Bank National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust.

Section 6.02. Modification of Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture. The Authority may, from time to time and at any time execute and deliver Supplemental Subordinate Indentures supplementing and/or amending the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture in the manner set forth in Article X of the Master Subordinate Indenture.

Section 6.03. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Master Subordinate Indenture and this Sixth Supplemental Subordinate Indenture, failure of the Authority to comply with its obligations set forth in the Continuing Disclosure Certificate shall not constitute an Event of Default (as specified in Article VIII of the Master Subordinate Indenture); provided, however, that any participating underwriter for the Series 2019 Bonds or any Holder or Beneficial Owner of the Series 2019 Bonds may take such actions as may be necessary and appropriate to compel performance by the Authority of its obligations under this Section, including seeking mandate or specific performance by court order.

Section 6.04. Parties Interested Herein. Nothing in this Sixth Supplemental Subordinate Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the Trustee and the Holders of the Series 2019 Bonds, any right, remedy or claim under or by reason of this Sixth Supplemental Subordinate Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Sixth Supplemental Subordinate Indenture

contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Holders of the Series 2019 Bonds.

Section 6.05. Severability. If any provision of this Sixth Supplemental Subordinate Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Sixth Supplemental Subordinate Indenture.

Section 6.06. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 6.07. Governing Law. This Sixth Supplemental Subordinate Indenture shall be governed by and construed in accordance with the laws of the State of California.

Section 6.08. Captions. The captions in this Sixth Supplemental Subordinate Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Sixth Supplemental Subordinate Indenture.

Section 6.09. Counterparts. This Sixth Supplemental Subordinate Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Subordinate Trust Indenture to be duly executed, all as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Kimberly J. Becker,
President and CEO

Attest:

By _____
Tony R. Russell,
Director, Board Services/Authority Clerk

Approved as to form:

By _____
Amy Gonzalez
General Counsel

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Representative

[Signature page to Sixth Supplemental Subordinate Trust Indenture]

EXHIBIT A

FORM OF SERIES 2019 BOND

San Diego County Regional Airport Authority
Subordinate Airport Revenue [and Revenue Refunding] Bond
Series 2019[A/B]

No. R-___ Principal Amount: $_____

[UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AS DEFINED IN THE HEREINAFTER DEFINED SIXTH SUPPLEMENTAL SUBORDINATE INDENTURE) TO THE TRUSTEE (AS HEREINAFTER DEFINED) FOR REGISTRATION OF, TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SERIES 2019[A/B] BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

Interest Rate	Maturity Date	Original Dated Date	CUSIP
%	July 1, 20__	December [_], 2019	79739G___

THIS BOND IS A SPECIAL OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES (AS HEREINAFTER DEFINED) DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM (AS HEREINAFTER DEFINED) AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS BOND, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

THIS BOND AND THE INTEREST THEREON IS JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

The San Diego County Regional Airport Authority (the "Authority"), acting pursuant to Section 170000 *et seq*. of the California Public Utilities Code (the "Act") and with exclusive management and control of the Airport System, promises to pay, from the Subordinate Net Revenues, as hereinafter defined in this Bond, to _____, or registered assigns, the

principal sum of _____ Dollars on the Maturity Date set forth above and to pay interest as provided in this Bond.

Additional provisions of this Bond are set forth on the following pages of this Bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
President and CEO

Attest:

By: _____
Director, Board Services/Authority Clerk

CERTIFICATE OF AUTHENTICATION

U.S. Bank National Association, as Trustee, hereby certifies that this is one of the Subordinate Obligations referred to in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture

Date of Authentication: _____, 20___

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Name _____
Title _____

1. **Master Subordinate Indenture; Sixth Supplemental Subordinate Indenture.** The Authority has entered into a Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), with U.S. Bank National Association,

as successor trustee (the "Trustee"). Such Master Subordinate Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Subordinate Indenture and Supplemental Subordinate Indentures. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as "Subordinate Obligations." All capitalized terms not defined herein shall have the meanings set forth in the Master Subordinate Indenture and the hereinafter defined Sixth Supplemental Subordinate Indenture.

This Bond is part of a series of Subordinate Obligations of the Authority issued under the Master Subordinate Indenture and the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture"), by and between the Authority and the Trustee and authorized by Resolution No. 2019-[____] adopted by the board of directors of the Authority on November 7, 2019. The series of Subordinate Obligations of which this Bond is a part is being issued in the original principal amount of $[PARA/PARB] and designated as San Diego County Regional Airport Authority Subordinate Airport Revenue [and Revenue Refunding] Bonds, Series 2019[A/B] (the "Series 2019[A/B] Bonds"). Simultaneously with the issuance of the Series 2019[A/B] Bonds, the Authority is issuing its $[PARA/PARB] San Diego County Regional Airport Authority Subordinate Airport Revenue [and Revenue Refunding] Bonds, Series 2019[A/B].

The Series 2019[A/B] Bonds are being issued with a pledge of and lien on Subordinate Net Revenues on a parity with the other Subordinate Obligations issued on a parity with the Series 2019[A/B] Bonds under the terms and provisions of the Master Subordinate Indenture.

The terms of the Series 2019[A/B] Bonds include the terms set forth in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. Holders are referred to the Master Subordinate Indenture, as amended and supplemented from time to time, and the Sixth Supplemental Subordinate Indenture, as amended and supplemented from time to time, for a statement of those terms and for the meanings of any defined terms not defined herein.

2. **Source of Payments.** The Series 2019[A/B] Bonds are, as provided in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture, together with all other Subordinate Obligations, secured by and payable from, the Subordinate Net Revenues, as described below and as defined in the Master Subordinate Indenture. The Master Subordinate Indenture pledges the Subordinate Net Revenues to secure payment of all Subordinate Obligations issued under the Master Subordinate Indenture.

All defined terms used in such description shall have the meaning assigned to them in the Master Subordinate Indenture. The Authority is not required to provide for the payment of the Subordinate Obligations from any other source other than from certain funds and accounts under the Master Subordinate Indenture and the Supplemental Subordinate Indentures in accordance with their terms.

3. **Interest Rate.** This Bond shall bear interest until the Maturity Date at the rate shown on the first page of this Bond. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the rate on this Bond on the day before the default occurred.

Interest on this Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Interest hereon will be due and payable on [July] 1, 2020 and each January 1 and July 1 thereafter and will be paid to the party who is the owner hereof on the Record Date for such payment. The Record Date for a January 1 payment is the preceding December 15, and the Record Date for a July 1 payment is the preceding June 15. If this Bond is not a Book-Entry Bond, as defined in the Sixth Supplemental Subordinate Indenture, interest hereon will be paid by check mailed to the Holder's registered address, and, if this Bond is a Book-Entry Bond, as defined in the Sixth Supplemental Subordinate Indenture, interest will be paid as provided in the Sixth Supplemental Subordinate Indenture. Interest will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money. If any payment of interest on this Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. **Payment of Principal.** Payment of principal of this Bond will be paid at maturity upon surrender of this Bond to the Trustee or its agent except that if this Bond is a Book-Entry Bond, the Trustee may make other arrangements for payment of principal. Principal will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money. If any payment of principal of this Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. **Redemption**. All redemptions will be made at a redemption price of 100% of the principal amount of the Series 2019[A/B] Bonds being redeemed, plus interest accrued since the most recent interest payment date.

(a) ***Optional Redemption***. The Series 2019[A/B] Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2019[A/B] Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal amount of the Series 2019[A/B] Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(b) ***Mandatory Sinking Fund Redemption***. The Series 2019[A/B] Bonds with a stated Maturity Date of July 1, 20[__] will be subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon, on July 1, 20[__] and each July 1 thereafter, to and including July 1, 20[__] in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Sixth Supplemental Subordinate Indenture.

The Series 2019[A/B] Bonds with a stated Maturity Date of July 1, 20[__] will be subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon, on July 1, 20[__] and each July 1 thereafter, to and including July 1, 20[__] in accordance with the terms of

a mandatory sinking fund redemption schedule set forth in the Sixth Supplemental Subordinate Indenture.]

(c) ***Notice of Redemption***. At least thirty (30) days but not more than sixty (60) days before each redemption, the Trustee will give notice sent as provided in the Sixth Supplemental Subordinate Indenture to each owner of a Series 2019[A/B] Bond to be redeemed. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2019[A/B] Bond in respect of which no failure occurs. Any notice sent as provided in the Sixth Supplemental Subordinate Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) ***Effect of Redemption***. When notice of redemption is given, and funds are deposited with the Trustee or an agent of the Trustee sufficient for redemption, interest on the Series 2019[A/B] Bonds to be redeemed ceases to accrue as of the redemption date.

7. **Denominations; Transfer; Exchange.** The Series 2019[A/B] Bonds are available in denominations of $5,000 and integral multiples thereof. A Holder may transfer or exchange Series 2019[A/B] Bonds in accordance with the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Subordinate Indenture. The Trustee need not transfer or exchange any Series 2019[A/B] Bond during the period established by the Registrar for selection of Series 2019[A/B] Bonds for redemption of any Series 2019[A/B] Bond which has been selected for redemption.

8. **Persons Deemed Owners.** The registered owner of this Bond shall be treated as the owner of it for all purposes.

9. **Unclaimed Money.** If money for the payment of principal or interest remains unclaimed for two years, the Trustee will pay the money to or for the account of the Authority. After that, Holders entitled to the money must look only to the Authority and not to the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money, Government Obligations or obligations described in item (b) of the definition of Permitted Investments as described in the Master Subordinate Indenture sufficient to pay at maturity principal of and interest on the outstanding Series 2019[A/B] Bonds, and if the Authority also pays all other sums then payable by the Authority under the Master Subordinate Indenture, the Master Subordinate Indenture will be discharged. After discharge, Holders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money, Government Obligations or obligations described in item (b) of the definition of Permitted Investments as described in the Master Subordinate Indenture sufficient to pay at maturity, principal of and interest on all or any portion of the outstanding Series 2019[A/B] Bonds, such Series 2019[A/B] Bonds, with respect to which the deposit was

made, shall no longer be deemed to be outstanding and shall no longer be secured by the Master Subordinate Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture and the Series 2019[A/B] Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, as provided in the Master Subordinate Indenture. Any consent given by the owner of this Bond shall bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond.

12. **Defaults and Remedies.** The Master Subordinate Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee may exercise the remedies set forth in the Master Subordinate Indenture. Under no circumstances does an Event of Default grant any right to accelerate payment of this Bond. An Event of Default and its consequences may be waived as provided in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. Holders may not enforce the Master Subordinate Indenture or this Bond except as provided in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. The Trustee may refuse to enforce the Master Subordinate Indenture or this Bond unless it receives indemnity satisfactory to it. Subject to certain limitations, Holders of a majority of the principal amount of the Series 2019[A/B] Bonds (determined in accordance with the terms of the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture) may direct the Trustee in its exercise of any trust or power.

13. **No Recourse Against Others.** No member, director, officer or employee of the Authority shall have any personal liability for any obligations of the Authority under this Bond, the Master Subordinate Indenture or the Sixth Supplemental Subordinate Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Holder, by accepting this Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Bond.

14. **Authentication.** This Bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the signature page of this Bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act) and U/T/M/A (= Uniform Transfers to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

_____

_____

(Print or type name, address and zip code of assignee) this Bond and irrevocably appoint

_____

_____ agent to transfer this Bond on the books of the Authority. The agent may substitute another to act for him.

Dated: _____

Signed _____
(Sign exactly as name appears on the face of this Bond)

Signature guaranteed: _____

(NOTE: Signature(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guarantee program acceptable to the Trustee.)

EXHIBIT B

DEBT SERVICE SCHEDULES

San Diego County Regional Airport Authority
Subordinate Airport Revenue and Revenue Refunding Bonds
Series 2019A

Date	Principal	Interest	Total

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2019B

Date	Principal	Interest	Total

EXHIBIT C-1

SERIES 2019A PROJECTS

EXHIBIT C-2

SERIES 2019B PROJECTS

EXHIBIT D-1

FORM OF SERIES 2019A CONSTRUCTION FUND REQUISITION

Requisition No. _____

To: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust

Re: Requisition of Funds from San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Construction Fund

The amount requisitioned: $ _____

Payment to be made to: _____

Manner in which payment is to be made: _____

Description of Costs of Series 2019A Projects: _____

The undersigned, an Authorized Authority Representative within the meaning of the Master Subordinate Trust Indenture, dated as of September 1, 2007, by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee, as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in the San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Construction Fund held under the Sixth Supplemental Subordinate Indenture and directs that payment be made in the manner described above.

The amount to be paid represents Costs of the Series 2019A Projects and does not represent Costs of Issuance associated with the issuance of the Series 2019A Bonds and the amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Compliance Certificate, dated December [__], 2019 and relating to the Series 2019A Bonds. Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture.

Dated: _____.

By _____
Authorized Authority Representative

EXHIBIT D-2

FORM OF SERIES 2019B CONSTRUCTION FUND REQUISITION

Requisition No. _____

To: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust

Re: Requisition of Funds from San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Construction Fund

The amount requisitioned: $ _____

Payment to be made to: _____

Manner in which payment is to be made: _____

Description of Costs of Series 2019B Projects: _____

The undersigned, an Authorized Authority Representative within the meaning of the Master Subordinate Trust Indenture, dated as of September 1, 2007, by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee, as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in the San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Construction Fund held under the Sixth Supplemental Subordinate Indenture and directs that payment be made in the manner described above.

The amount to be paid represents Costs of the Series 2019B Projects and does not represent Costs of Issuance associated with the issuance of the Series 2019B Bonds and the amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Compliance Certificate, dated December [__], 2019 and relating to the Series 2019B Bonds. Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture.

Dated: _____.

By _____
Authorized Authority Representative

EXHIBIT D-3

FORM OF SERIES 2019 COSTS OF ISSUANCE FUND REQUISITION

Requisition No. _____

To: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust

Re: Requisition of Funds from San Diego County Regional Airport Authority
Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019 Costs of Issuance Fund

The amount requisitioned: $_____

Payment to be made to: _____

Manner in which payment is to be made: _____

Description of Costs of Issuance: _____

The undersigned, an Authorized Authority Representative within the meaning of the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), as supplemented by the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in **[check one]**

[_____] San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A Costs of Issuance Account

[_____] San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019B Costs of Issuance Account

of the San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019 Costs of Issuance Fund held under the Sixth Supplemental Subordinate Indenture and directs that payment be made in the manner described above.

The amount to be paid represents a Cost of Issuance of the Series 2019 Bonds and the amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Compliance Certificate dated December [__], 2019 and relating to the Series 2019 Bonds. Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture.

Dated: _____.

By _____
Authorized Authority Representative

EXHIBIT E

REFUNDED SERIES 2010C BONDS

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010C

Maturity Date (July 1)	Principal to be Redeemed	Redemption Price	Redemption Date	CUSIP Number
2040	$215,360,000	100%	July 1, 2020	79739GBD7

SEVENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE

by and between

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee

Relating to

$[PARA]
San Diego County Regional Airport Authority
Subordinate Airport
Revenue Refunding Bonds
Series 2020A
(Governmental/Non-AMT)

$[PARB]
San Diego County Regional Airport Authority
Subordinate Airport
Revenue Refunding Bonds
Series 2020B
(Private Activity/Non-AMT)

$[PARC]
San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds
Series 2020C
(Private Activity/AMT)

Dated as of April 1, 2020

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SEVENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE

THIS SEVENTH SUPPLEMENTAL SUBORDINATE TRUST INDENTURE (this "***Seventh Supplemental Subordinate Indenture***"), dated as of April 1, 2020, is made by and between the **SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY,** a local government entity of regional government created pursuant to laws of the State of California (the "***Authority***"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as successor trustee (the "***Trustee***"), and supplements the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and the Trustee.

WHEREAS, the Master Subordinate Indenture provides, in Section 2.09 thereof, for the issuance of Subordinate Obligations and, in Section 10.02 thereof, for the execution and delivery of Supplemental Subordinate Indentures setting forth the terms of such Subordinate Obligations;

WHEREAS, the Authority now, for the purpose of providing money to refinance certain capital improvements to the Airport System (as defined in the Master Subordinate Indenture), by execution and delivery of this Seventh Supplemental Subordinate Indenture and in compliance with the provisions of the Master Subordinate Indenture (a) sets forth the terms of its (i) $[PARA] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "***Series 2020A Bonds***"), (ii) $[PARB] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "***Series 2020B Bonds***"), and (iii) $[PARC] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the "***Series 2020C Bonds***" and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "***Series 2020 Bonds***"), (b) provides for the deposit and use of the proceeds of the Series 2020 Bonds, and (c) makes other provisions relating to the Series 2020 Bonds; and

WHEREAS, the Series 2020 Bonds are being issued as Subordinate Obligations as provided for in Section 2.09 of the Master Subordinate Indenture.

GRANTING CLAUSE

In order to secure the payment of the Series 2020 Bonds, the Authority hereby pledges, assigns and grants to the Trustee with respect to the Series 2020 Bonds all of the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere in, the Master Subordinate Indenture. To secure further the payment of the Series 2020 Bonds, the Authority in furtherance of the Master Subordinate Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the Authority, except as otherwise provided herein, in and to the Reserve Fund (as hereinafter defined) and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Insurance Policy (as hereinafter defined) provided at any time in satisfaction of all or a portion of the Reserve Requirement (as hereinafter defined), all rights, title and interest in such instruments and the proceeds thereof.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01. Definitions. The following definitions shall apply to terms used in this Seventh Supplemental Subordinate Indenture unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Seventh Supplemental Subordinate Indenture shall have the same meanings as set forth in the Master Subordinate Indenture.

"*Authorized Denominations*" means $5,000 principal amount and integral multiples thereof.

"*Beneficial Owner*" means, whenever used with respect to a Series 2020 Bond, the person in whose name such Series 2020 Bond is recorded as the beneficial owner of such Series 2020 Bond by a Participant on the records of such Participant or such person's subrogee.

"*Book-Entry Bonds*" means the Series 2020 Bonds held by DTC (or its nominee) as the Holder thereof pursuant to the terms and provisions of Section 2.05 hereof.

"*Cede & Co.*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2020 Bonds.

"*Continuing Disclosure Certificate*" means the certificate of the Authority, dated the date of issuance of the Series 2020 Bonds, pursuant to which the Authority shall agree to undertake for the benefit of the Holders and the Beneficial Owners of the Series 2020 Bonds certain ongoing disclosure requirements.

"*Costs of Issuance*" means all costs and expenses incurred by the Authority in connection with the issuance of the Series 2020 Bonds, including, but not limited to, costs and expenses of printing and copying documents, the preliminary and final official statements and the Series 2020 Bonds, underwriters' compensation, and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants and other consultants.

"*DTC*" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"*EMMA System*" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system or any successor nationally recognized municipal securities information repositories recognized by the Securities and Exchange Commission.

"*Escrow Agreement*" means the Escrow Agreement, dated April [__], 2020, by and between the Authority and the Trustee, as trustee and escrow agent, and under which a portion of the proceeds of the Series 2020 Bonds, along with other available moneys, are to be deposited and used to pay the principal and redemption price of and interest on the Refunded Bonds.

"*Interest Payment Date*" means each January 1 and July 1, commencing July 1, 2020, the dates upon which interest on the Series 2020 Bonds becomes due and payable.

"*Master Subordinate Indenture*" means the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended from time to time, by and between the Authority and the Trustee under which the Series 2020 Bonds are authorized and secured.

"*Participants*" means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

"*Paying Agent*," for purposes of this Seventh Supplemental Subordinate Indenture, means the Trustee, or any other institution appointed by the Authority.

"*Record Date*" means for a January 1 Interest Payment Date the preceding December 15 and for a July 1 Interest Payment Date the preceding June 15.

"*Refunded Series 2010A Bonds*" means the Series 2010A Bonds being current refunded and defeased with a portion of the proceeds of the Series 2020B Bonds and the Series 2020C Bonds, as set forth in Exhibit D attached hereto.

"*Refunded Series 2010B Bonds*" means the Series 2010B Bonds being current refunded and defeased with a portion of the proceeds of the Series 2020A Bonds, as set forth in Exhibit D attached hereto.

"*Registrar*" for purposes of this Seventh Supplemental Subordinate Indenture, means the Trustee.

"*Representation Letter*" means the Blanket Issuer Letter of Representations dated October 20, 2005 from the Authority to DTC.

"*Reserve Fund*" means the "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Debt Service Reserve Fund" established pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture.

"*Reserve Fund Insurance Policy*" has the meaning as set forth in the Second Supplemental Subordinate Indenture.

"*Reserve Requirement*" shall have the meaning as set forth in the Second Supplemental Subordinate Indenture. At the time of issuance of the Series 2020 Bonds, the Reserve Requirement shall be equal to $[_____].

"*Second Supplemental Subordinate Indenture*" means the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010, by and between the Authority and the Trustee.

"*Series 2010A Bonds*" means the Subordinate Obligations issued under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A."

"*Series 2010A Escrow Fund*" means the "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A Escrow Fund" established and maintained by the Trustee, as trustee and escrow agent, under the terms of the Escrow Agreement and held for the purpose of paying the principal and redemption price of and interest on the Refunded Series 2010A Bonds.

"*Series 2010B Bonds*" means the Subordinate Obligations issued under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B."

"*Series 2010B Escrow Fund*" means the "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B Escrow Fund" established and maintained by the Trustee, as trustee and escrow agent, under the terms of the Escrow Agreement and held for the purpose of paying the principal and redemption price of and interest on the Refunded Series 2010B Bonds.

"*Series 2020 Bonds*" means, collectively, the Series 2020A Bonds, the Series 2020B Bonds and the Series 2020C Bonds.

"*Series 2020 Costs of Issuance Fund*" means the Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2020 Bonds.

"Series 2020 Rebate Fund" means the Fund of such designation established pursuant to Sections 4.01 and 5.01 hereof.

"*Series 2020 Reserve Account*" means the Account of such designation established in the Reserve Fund pursuant to Section 4.01 and 4.10 hereof.

"*Series 2020 Term Bonds*" means, collectively, [the Series 2020A Term Bonds, the Series 2020B Term Bonds and the Series 2020C Term Bonds].

"*Series 2020A Bonds*" means $[PARA] aggregate principal amount of Subordinate Obligations issued under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A."

"*Series 2020A Costs of Issuance Account*" means the Account of such designation established in the Series 2020 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2020A Bonds.

"*Series 2020A Debt Service Fund*" means the Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2020A Bonds.

"*Series 2020A Term Bonds*" means the Series 2020A Bonds maturing on July 1, 20[__] and July 1, 20[__].

"*Series 2020B Bonds*" means $[PARB] aggregate principal amount of Subordinate Obligations issued under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B."

"*Series 2020B Costs of Issuance Account*" means the Account of such designation established in the Series 2020 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2020B Bonds.

"*Series 2020B Debt Service Fund*" means the Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2020B Bonds.

"*Series 2020B Term Bonds*" means the Series 2020B Bonds maturing on July 1, 20[__] and July 1, 20[__].

"*Series 2020C Bonds*" means $[PARC] aggregate principal amount of Subordinate Obligations issued under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C."

"*Series 2020C Costs of Issuance Account*" means the Account of such designation established in the Series 2020 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2020C Bonds.

"*Series 2020C Debt Service Fund*" means the Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2020C Bonds.

"*Series 2020C Term Bonds*" means the Series 2020C Bonds maturing on July 1, 20[__] and July 1, 20[__].

"*Seventh Supplemental Subordinate Indenture*" means this Seventh Supplemental Subordinate Trust Indenture, dated as of April 1, 2020, by and between the Authority and the Trustee and which, among other things, sets forth the terms of the Series 2020 Bonds.

"*Tax Certificate*" means the Tax Compliance Certificate, dated the date of issuance of the Series 2020 Bonds, as amended from time to time, entered into by the Authority and executed with respect to the Series 2020 Bonds.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Seventh Supplemental Subordinate Indenture.

ARTICLE II

THE SERIES 2020 BONDS

Section 2.01. Designation of the Series 2020 Bonds; Principal Amount. The Subordinate Obligations authorized to be issued under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture shall be designated as (a) "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A", which shall be issued in the original principal amount of $[PARA], (b) "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B", which shall be issued in the original principal amount of $[PARB], and (c) "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C", which shall be issued in the original principal amount of $[PARC].

Section 2.02. Series 2020 Bonds Issued Under the Master Subordinate Indenture; Security; Parity. The Series 2020 Bonds are issued as Subordinate Obligations under and subject to the terms of the Master Subordinate Indenture and are secured by and payable from the Subordinate Net Revenues and other security provided in the Granting Clauses of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture and in accordance with the terms of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture.

To further secure the payment of the Series 2020 Bonds, the Authority in furtherance of the Master Subordinate Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the Authority, except as otherwise provided herein, in and to the Reserve Fund and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Insurance Policy provided at any time in satisfaction of all or a portion of the Reserve Requirement, all rights, title and interest in such instruments and the proceeds thereof.

Section 2.03. General Terms of the Series 2020 Bonds. The Series 2020 Bonds shall, upon initial issuance, be dated April [___], 2020. Each Series 2020 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2020 Bond shall bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2020 Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before June 15, 2020, in which, event such Series 2020 Bond shall bear interest from April [___], 2019. If interest on the Series 2020 Bonds shall be in default, Series 2020 Bonds issued in exchange for Series 2020 Bonds surrendered for transfer or exchange shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2020 Bonds surrendered. The Series 2020 Bonds shall be issued in denominations of $5,000 original principal amount or integral multiples thereof.

Interest on the Series 2020 Bonds shall be paid on July 1, 2020 and semiannually thereafter on January and July 1.

Interest on the Series 2020 Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months.

The Series 2020A Bonds shall be issued in the original principal amount of $[PARA] and shall mature on the dates and in the principal amounts and bear interest at the interest rates as set forth in the following schedule:

Maturity Date (July 1)	Principal Amount	Interest Rate

[Remainder of page intentionally left blank]

The Series 2020B Bonds shall be issued in the original principal amount of $[PARB] and shall mature on the dates and in the principal amounts and bear interest at the interest rates as set forth in the following schedule:

Maturity Date (July 1)	Principal Amount	Interest Rate

The Series 2020C Bonds shall be issued in the original principal amount of $[PARB] and shall mature on the dates and in the principal amounts and bear interest at the interest rates as set forth in the following schedule:

Maturity Date (July 1)	Principal Amount	Interest Rate

Payment of the principal of the Series 2020 Bonds shall be made upon surrender of the Series 2020 Bonds to the Trustee or its agent; provided that with respect to the Series 2020 Bonds which are Book-Entry Bonds, the payment of the principal shall be made as provided in Section 2.05 hereof and the Representation Letter. Payment of interest on Series 2020 Bonds which are not Book-Entry Bonds shall be paid by check or draft of the Trustee mailed on the applicable Interest Payment Date by first-class mail to the person who is the Holder thereof on the Record Date, and such payment shall be mailed to such Holder at his address as it appears on the registration books of the Registrar. The payment of interest on Book-Entry Bonds shall be made as provided in Section 2.05 hereof and the Representation Letter. With respect to all Series 2020 Bonds, interest due and payable on any Interest Payment Date shall be paid to the person who is the Holder as of the Record Date. The Series 2020 Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2020 Bond becomes due and payable, but shall not have been paid as a result of a default hereunder, and no provision is made for its payment, then such Series 2020 Bond shall bear interest at the same rate after such default as on the day before the default occurred.

Principal and interest will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money.

Section 2.04. Exchange of Series 2020 Bonds. Series 2020 Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of the same Series of such Series 2020 Bonds with the same interest rate and maturity date. The cost of printing Series 2020 Bonds and any services rendered or expenses incurred by the Trustee or the Registrar in connection with any transfer or exchange shall be paid by the Authority. The Trustee or the Registrar may require the payment by the Holders requesting such transfer or exchange of any tax or other governmental charge required to be paid with respect to such transfer.

The Registrar will not, however, be required to transfer or exchange any such Series 2020 Bond during the period established by the Registrar for selection of Series 2020 Bonds for redemption or any Series 2020 Bond which has been selected for redemption.

Section 2.05. Book-Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section, the Holder of all of the Series 2020 Bonds shall be DTC and the Series 2020 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal and redemption price of and interest on any Series 2020 Bond registered in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2020 Bonds shall be initially issued in the form of separate single authenticated fully registered bonds for each separate stated maturity and interest rate for each Series of the Series 2020 Bonds. Upon initial issuance, the ownership of such Series 2020 Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2020 Bonds registered in its name for the purposes of paying the principal and redemption price of and interest on the Series 2020 Bonds, selecting the Series 2020 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Holders under the Master Subordinate Indenture or this Seventh Supplemental Subordinate Indenture, registering the transfer of Series 2020 Bonds, obtaining any consent or other action to be taken by Holders and for all other purposes whatsoever, and neither the Trustee, the Registrar nor the Authority shall be affected by any notice to the contrary. Neither the Trustee, the Registrar nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Holder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal and

redemption price of or interest on the Series 2020 Bonds; any notice which is permitted or required to be given to Holders under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2020 Bonds; any consent given or other action taken by DTC as Holder; or any other purpose. The Trustee shall pay all principal and redemption price of and interest on the Series 2020 Bonds only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal and redemption price of and interest on the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2020 Bond evidencing the obligation of the Authority to make payments of principal, redemption price and interest pursuant to the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Seventh Supplemental Subordinate Indenture shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2020 Bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of Series 2020 Bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange Series 2020 Bond certificates as requested by DTC and any other Holders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2020 Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver Series 2020 Bond certificates as described in this Seventh Supplemental Subordinate Indenture. In the event Series 2020 Bond certificates are issued, the provisions of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and redemption price of and interest on such certificates. Whenever DTC requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2020 Bonds to any Participant having Series 2020 Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2020 Bonds.

(d) Notwithstanding any other provision of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture to the contrary, so long as any Series 2020 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and redemption price of and interest on such Series 2020 Bond and all notices with respect to such Series 2020 Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Holders pursuant to the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by Holders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Holder.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC, TO ANY PARTICIPANT OF THE PRINCIPAL AND REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2020 BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, OR ANY PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS HOLDER OF THE SERIES 2020 BONDS.

ARTICLE III

REDEMPTION OF SERIES 2020 BONDS

Section 3.01. Notices to Holders. If the Authority wishes that any Series 2020 Bonds be redeemed pursuant to the provision of this Seventh Supplemental Subordinate Indenture, the Authority will notify the Trustee of the applicable provision, the Series of Series 2020 Bonds being redeemed, the redemption date, the maturity date, the interest rate, the CUSIP number and the principal amount and the redemption price of the Series 2020 Bonds to be redeemed and other necessary particulars. The Authority will give notice to the Trustee at least thirty-five (35) days before the redemption date, provided that the Trustee may, at its option, waive such notice or accept notice at a later date. The Trustee shall give notice of redemption, in the name of the Authority, to Holders affected by redemption at least thirty (30) days but not more than sixty (60) days before each redemption date, send such notice of redemption by first class mail (or with respect to Series 2020 Bonds held by DTC via electronic means or by an express delivery service for delivery on the next following Business Day or by such other means as otherwise permitted or required by DTC's procedures) to each Holder of a Series 2020 Bond to be redeemed. Each such notice shall be sent to the Holder's registered address.

Each notice of redemption shall specify the Series, the issue date, the maturity date, the interest rate and the CUSIP number of each Series 2020 Bond to be redeemed, if less than all Series 2020 Bonds of a Series, maturity date and interest rate are called for redemption the numbers assigned to the Series 2020 Bonds to be redeemed, the principal amount to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's name, that payment will be made upon presentation and surrender of the Series 2020 Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue.

The Authority may provide that, if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2020 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one (1) Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be canceled and on such cancellation date notice shall be mailed to the Holders of such Series 2020 Bonds to be redeemed in the manner provided in this Section.

Failure to give any required notice of redemption as to any particular Series 2020 Bonds will not affect the validity of the call for redemption of any Series 2020 Bonds in respect of which no failure occurs. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2020 Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. In the event that funds are deposited with the Trustee sufficient for redemption, interest on the Series 2020 Bonds to be redeemed will cease to accrue on and after the date fixed for redemption.

If any Series 2020 Bonds, at the time of redemption, are not Book-Entry Bonds, then, at the time of the mailing required by the first paragraph of this Section, such redemption notice shall be (a) provided to the Municipal Securities Rulemaking Board through the EMMA System, and (b) given by (i) registered or certified mail, postage prepaid; (ii) telephonically confirmed facsimile transmission; or (iii) overnight delivery service, to:

The Depository Trust Company
55 Water Street, 50th Floor
New York, NY 10041-0099
Attention: Call Notification
Facsimile: (212) 855-7232

Failure to give the notice described in the immediately preceding paragraph or any defect therein shall not in any manner affect the redemption of any Series 2020 Bond.

Section 3.02. Redemption Dates. The date fixed for redemption of Series 2020 Bonds to be redeemed pursuant to any optional redemption provision as set forth in Sections 3.03 hereof shall be a date permitted by the Authority in the notice delivered pursuant to Section 3.01 hereof. The date fixed for mandatory sinking fund redemptions of the Series 2020 Term Bonds will be as set forth in Sections 3.04 hereof.

Section 3.03. Optional Redemption of the Series 2020 Bonds.

(a) The Series 2020A Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020A Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal

amount of the Series 2020A Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(b) The Series 2020B Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020B Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal amount of the Series 2020B Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(c) The Series 2020C Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020C Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal amount of the Series 2020C Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

Section 3.04. Mandatory Sinking Fund Redemption of the Series 2020 Term Bonds.

(a) The Series 2020A Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(b) The Series 2020A Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(c) The Series 2020B Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(d) The Series 2020B Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(e) The Series 2020C Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(f) The Series 2020C Bonds maturing on July 1, 20[__] are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

July 1 of the Year	**Principal Amount**

*

*Final Maturity Date

(g) Except as otherwise provided in Section 2.05 hereof, on or before the forty-fifth (45th) day prior to any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may determine), from the applicable Series 2020 Term Bonds subject to such redemption, an aggregate principal amount of such Series 2020 Term Bonds equal to the amount for such year as set forth in the applicable table above and shall call such Series 2020 Term Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such call.

(h) At the option of the Authority, to be exercised by delivery of a written certificate to the Trustee on or before the sixtieth (60th) day next preceding any mandatory sinking fund redemption date for the Series 2020 Term Bonds, it may (i) deliver to the Trustee for cancellation Series 2020 Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by the Authority or (ii) specify a principal amount of such Series 2020 Term Bonds or portions

thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Trustee at the request of the Authority and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2020 Term Bond or portion thereof so purchased, acquired or optionally redeemed and delivered to the Trustee for cancellation shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the Authority to pay the principal of such Series 2020 Term Bond on such mandatory sinking fund redemption date. In the event the Authority redeems any of the Series 2020 Term Bonds pursuant to Section 3.03 hereof, the Authority will provide the Trustee revised mandatory sinking fund schedules, if applicable.

Section 3.05. Selection of Series 2020 Bonds for Redemption; Series 2020 Bonds Redeemed in Part. The Series 2020 Bonds are subject to redemption in such order of maturity and interest rate within a Series (except mandatory sinking fund payments on the Series 2020 Term Bonds) as the Authority may direct, and by lot within such maturity and interest rate selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2020 Bonds) shall deem appropriate, within a maturity and interest rate.

Upon surrender of a Series 2020 Bond to be redeemed, in part only, the Trustee will authenticate for the Holder a new Series 2020 Bond or Series 2020 Bonds, of the same Series, maturity date and interest rate equal in principal amount to the unredeemed portion of the Series 2020 Bonds surrendered.

Section 3.06. Payment of Series 2020 Bonds Called for Redemption. Upon surrender to the Trustee or the Trustee's agent, Series 2020 Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.07. Effect of Redemption Call. On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and sufficient moneys for payment of the redemption price being held in trust to pay the redemption price, the Series 2020 Bonds so called for redemption shall become and be due and payable on the redemption date, interest on such Series 2020 Bonds shall cease to accrue from and after such redemption date, such Series 2020 Bonds shall cease to be entitled to any lien, benefit or security under the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture and the Holders of such Series 2020 Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Series 2020 Bonds which have been duly called for redemption under the provisions of this Article III and for the payment of the redemption price of which moneys shall be held in trust for the Holders of the Series 2020 Bonds to be redeemed, all as provided in this Seventh Supplemental Subordinate Indenture, shall not be deemed to be Outstanding under the provisions of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 4.01. Establishment of Funds and Accounts. The following funds and accounts are hereby established:

(a) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020A Debt Service Fund (the "***Series 2020A Debt Service Fund***") and therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(b) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020B Debt Service Fund (the "***Series 2020B Debt Service Fund***") and therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(c) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020C Debt Service Fund (the "***Series 2020C Debt Service Fund***") and therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(d) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020 Costs of Issuance Fund (the "***Series 2020 Costs of Issuance Fund***") and therein (i) the San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020A Costs of Issuance Account (the "***Series 2020A Costs of Issuance Account***"), (ii) the San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020B Costs of Issuance Account (the "***Series 2020B Costs of Issuance Account***") and (iii) the San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020C Costs of Issuance Account (the "***Series 2020C Costs of Issuance Account***"), to be held by the Trustee;

(e) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020 Reserve Account (the "***Series 2020 Reserve Account***"), to be established in the Reserve Fund and to be held by the Trustee; and

(f) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020 Rebate Fund (the "***Series 2020 Rebate Fund***"), to be held by the Trustee.

Section 4.02. Application of Series 2020A Bond Proceeds. The proceeds of the sale of the Series 2020A Bonds, being the amount of $[_____] (which sum represents the par amount of the Series 2020A Bonds of $[PARA].00, plus [an/a] [net] original issue premium in the amount of $[_____], and less an underwriters' discount in the amount of $[_____]) received by the Trustee shall be deposited by the Trustee as follows:

(a) [$[_____] shall be deposited into the Series 2020 Reserve Account of the Reserve Fund;]

(b) $[_____] shall be deposited into the Series 2020A Costs of Issuance Account to be used to pay the Costs of Issuance of the Series 2020A Bonds; and

(c) $[_____] shall be deposited to the Series 2010B Escrow Fund for the purpose of current refunding the Refunded Series 2010B Bonds.

Section 4.03. Application of Series 2020B Bond Proceeds. The proceeds of the sale of the Series 2020B Bonds, being the amount of $[_____] (which sum represents the par amount of the Series 2020B Bonds of $[PARB].00, plus [an/a] [net] original issue premium in the amount of $[_____], and less an underwriters' discount in the amount of $[_____]) received by the Trustee shall be deposited by the Trustee as follows:

(a) [$[_____] shall be deposited into the Series 2020 Reserve Account of the Reserve Fund;]

(b) $[_____] shall be deposited into the Series 2020B Costs of Issuance Account to be used to pay the Costs of Issuance of the Series 2020B Bonds; and

(c) $[_____] shall be deposited to the Series 2010A Escrow Fund for the purpose of current refunding the Refunded Series 2010A Bonds.

Section 4.04. Application of Series 2020C Bond Proceeds. The proceeds of the sale of the Series 2020C Bonds, being the amount of $[_____] (which sum represents the par amount of the Series 2020C Bonds of $[PARC].00, plus [an/a] [net] original issue premium in the amount of $[_____], and less an underwriters' discount in the amount of $[_____]) received by the Trustee shall be deposited by the Trustee as follows:

(a) [$[_____] shall be deposited into the Series 2020 Reserve Account of the Reserve Fund;]

(b) $[_____] shall be deposited into the Series 2020C Costs of Issuance Account to be used to pay the Costs of Issuance of the Series 2020C Bonds; and

(c) $[_____] shall be deposited to the Series 2010A Escrow Fund for the purpose of current refunding the Refunded Series 2010A Bonds.

Section 4.05. Application of Other Available Moneys.

(a) The Trustee shall transfer $[_____] from the Interest Account of the Series 2010A Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Series 2010A Escrow Fund for the purpose of paying a portion of the accrued interest on the Refunded Series 2010A Bonds.

(b) The Trustee shall transfer $[_____] from the Principal Account of the Series 2010A Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Series 2010A Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010A Bonds.

(c) The Trustee shall transfer $[_____] from the Interest Account of the Series 2010B Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Series 2010B Escrow Fund for the purpose of paying a portion of the accrued interest on the Refunded Series 2010B Bonds.

(d) The Trustee shall transfer $[_____] from the Principal Account of the Series 2010B Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Series 2010B Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010B Bonds.

(e) [The Trustee shall transfer (i) $[_____] from the Series 2010A/B Reserve Account (established and maintained by the Trustee pursuant to the Second Supplemental Subordinate Indenture) to the Series 2010A Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010A Bonds, and (ii) $[_____] from the Series 2010A/B Reserve Account to the Series 2010B Escrow Fund for the purpose of paying a portion of the principal of the Refunded Series 2010B Bonds.]

The Trustee may, in its discretion, establish temporary funds and accounts on its books and records to facilitate such transfers described in this Section

Section 4.06. Series 2020A Debt Service Fund. The Trustee shall make deposits into the Series 2020A Debt Service Fund and use such deposits as follows:

(a) ***Interest Account***. The Trustee shall deposit into the Interest Account the amounts received from the Authority, as provided in the Master Subordinate Indenture, to be used to pay interest on the Series 2020A Bonds and, if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2020A Bonds, to pay amounts due and payable to the provider of such agreement at such times as are provided in such interest rate swap agreement, and (iii) if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2020A Bonds, any amounts received by the Authority from the provider of such agreement. The Trustee also shall deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2020A

Bonds in accordance with their terms and amounts due and payable by the Authority under any interest rate swap agreement entered into by the Authority with respect to all or a portion of the Series 2020A Bonds (other than any swap termination payments and any other amounts payable thereunder which are payable and secured by a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations) at any time in proportion to the amounts due or accrued with respect to each of them.

Earnings on amounts in the Interest Account shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in such account.

(b) ***Principal Account***. The Trustee shall deposit into the Principal Account amounts received from the Authority as provided in the Master Subordinate Indenture. The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2020A Bonds whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates. On or about July 15 of each Fiscal Year, earnings on the Principal Account shall be withdrawn by the Trustee and paid to the Authority for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in the Principal Account.

(c) ***Redemption Account***. The Trustee shall deposit into the Redemption Account amounts received from the Authority as provided in the Master Subordinate Indenture to be used to pay the redemption price of Series 2020A Bonds being redeemed as provided in Section 3.03 hereof. The Trustee shall also deposit into the Redemption Account any other amounts deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2020A Bonds being redeemed as provided in Section 3.03 hereof. Earnings on amounts in the Redemption Account shall be retained in such account or paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Series 2020A Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.07. Series 2020B Debt Service Fund. The Trustee shall make deposits into the Series 2020B Debt Service Fund and use such deposits as follows:

(a) ***Interest Account***. The Trustee shall deposit into the Interest Account the amounts received from the Authority, as provided in the Master Subordinate Indenture, to be used to pay interest on the Series 2020B Bonds and, if the Authority enters into an

interest rate swap agreement with respect to all or a portion of the Series 2020B Bonds, to pay amounts due and payable to the provider of such agreement at such times as are provided in such interest rate swap agreement, and (iii) if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2020B Bonds, any amounts received by the Authority from the provider of such agreement. The Trustee also shall deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2020B Bonds in accordance with their terms and amounts due and payable by the Authority under any interest rate swap agreement entered into by the Authority with respect to all or a portion of the Series 2020B Bonds (other than any swap termination payments and any other amounts payable thereunder which are payable and secured by a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations) at any time in proportion to the amounts due or accrued with respect to each of them.

Earnings on amounts in the Interest Account shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in such account.

(b) ***Principal Account***. The Trustee shall deposit into the Principal Account amounts received from the Authority as provided in the Master Subordinate Indenture. The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2020B Bonds whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates. On or about July 15 of each Fiscal Year, earnings on the Principal Account shall be withdrawn by the Trustee and paid to the Authority for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in the Principal Account.

(c) ***Redemption Account***. The Trustee shall deposit into the Redemption Account amounts received from the Authority as provided in the Master Subordinate Indenture to be used to pay the redemption price of Series 2020B Bonds being redeemed as provided in Section 3.03 hereof. The Trustee shall also deposit into the Redemption Account any other amounts deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2020B Bonds being redeemed as provided in Section 3.03 hereof. Earnings on amounts in the Redemption Account shall be retained in such account or paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Series 2020B Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.08. Series 2020C Debt Service Fund. The Trustee shall make deposits into the Series 2020C Debt Service Fund and use such deposits as follows:

(a) ***Interest Account***. The Trustee shall deposit into the Interest Account the amounts received from the Authority, as provided in the Master Subordinate Indenture, to be used to pay interest on the Series 2020C Bonds and, if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2020C Bonds, to pay amounts due and payable to the provider of such agreement at such times as are provided in such interest rate swap agreement, and (iii) if the Authority enters into an interest rate swap agreement with respect to all or a portion of the Series 2020C Bonds, any amounts received by the Authority from the provider of such agreement. The Trustee also shall deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2020C Bonds in accordance with their terms and amounts due and payable by the Authority under any interest rate swap agreement entered into by the Authority with respect to all or a portion of the Series 2020C Bonds (other than any swap termination payments and any other amounts payable thereunder which are payable and secured by a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations) at any time in proportion to the amounts due or accrued with respect to each of them.

Earnings on amounts in the Interest Account shall be withdrawn by the Trustee and paid to the Authority on the Business Day following an Interest Payment Date for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in such account.

(b) ***Principal Account***. The Trustee shall deposit into the Principal Account amounts received from the Authority as provided in the Master Subordinate Indenture. The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2020C Bonds whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates. On or about July 15 of each Fiscal Year, earnings on the Principal Account shall be withdrawn by the Trustee and paid to the Authority for deposit into the Revenue Account unless an Event of Default exists under the Master Subordinate Indenture, in which event the earnings shall be retained in the Principal Account.

(c) ***Redemption Account***. The Trustee shall deposit into the Redemption Account amounts received from the Authority as provided in the Master Subordinate Indenture to be used to pay the redemption price of Series 2020C Bonds being redeemed as provided in Section 3.03 hereof. The Trustee shall also deposit into the Redemption

Account any other amounts deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2020C Bonds being redeemed as provided in Section 3.03 hereof. Earnings on amounts in the Redemption Account shall be retained in such account or paid to the Authority for deposit into the Revenue Account in accordance with instructions given to the Trustee by an Authorized Authority Representative at the time of such deposit.

The Series 2020C Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

Section 4.09. Series 2020 Costs of Issuance Fund.

(a) There shall, be deposited into the Series 2020 Costs of Issuance Fund the amounts as provided in Sections [4.02(b), 4.03(b) and 4.04(b)] hereof.

(b) The Trustee shall make payments or disbursements from the Series 2020 Costs of Issuance Fund upon receipt from the Authority of a written requisition in substantially the form attached hereto as Exhibit C, executed by an Authorized Authority Representative, which requisition shall state, with respect to each amount requested thereby, (i) the Account within the Series 2020 Costs of Issuance Fund from which such amount is to be paid, (ii) that such amount is to be paid from such Account of the Series 2020 Costs of Issuance Fund, (iii) the number of the requisition, (iv) the amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, and (v) describe the Costs of Issuance represented by such payment. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2020 Costs of Issuance Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

(d) Earnings on the Series 2020A Costs of Issuance Account shall be deposited into the Interest Account of the Series 2020A Debt Service Fund. Any amounts remaining in the Series 2020A Costs of Issuance Account on October [__], 2020 shall be transferred to the Interest Account of the Series 2020A Debt Service Fund and the Series 2020A Costs of Issuance Account shall be closed.

(e) Earnings on the Series 2020B Costs of Issuance Account shall be deposited into the Interest Account of the Series 2020B Debt Service Fund. Any amounts remaining in the Series 2020B Costs of Issuance Account on October [__], 2020 shall be transferred to the Interest Account of the Series 2020B Debt Service Fund and the Series 2020B Costs of Issuance Account shall be closed.

(f) Earnings on the Series 2020C Costs of Issuance Account shall be deposited into the Interest Account of the Series 2020C Debt Service Fund. Any

amounts remaining in the Series 2020C Costs of Issuance Account on October [__], 2020 shall be transferred to the Interest Account of the Series 2020C Debt Service Fund and the Series 2020C Costs of Issuance Account shall be closed.

Section 4.10. Series 2020 Reserve Account. In accordance with Section 4.12(a) of the Second Supplemental Subordinate Indenture, the Authority hereby elects to have the Series 2020 Bonds participate in the Reserve Fund. [As provided in Sections 4.02(a), 4.03(a) and 4.04(a) hereof, at the time of the issuance of the Series 2020 Bonds, a portion of the proceeds of the Series 2020 Bonds shall be deposited into the Series 2020 Reserve Account.] The Series 2020 Reserve Account shall be established for purposes of calculating and accounting for the amount of earnings upon the portion of the Reserve Fund allocable to the Series 2020 Bonds for rebate purposes as set forth in the Tax Certificate, but for all other purposes shall be held, invested and used as an integral part of the Reserve Fund as provided in Section 4.12(a) of the Second Supplemental Subordinate Indenture and shall be available to make payments on all of the Series of Subordinate Obligations participating in the Reserve Fund as if no separate Account had been created. In the event a Reserve Fund Insurance Policy is ever issued with respect to the Reserve Fund, the Trustee is hereby directed to credit the Series 2020 Reserve Account with the portion of any Reserve Fund Insurance Policy allocable thereto. In the event amounts in the Reserve Fund exceed the Reserve Requirement, such excess allocable to the Series 2020A Bonds shall be transferred to the Interest Account in the Series 2020A Debt Service Fund and such excess allocable to the Series 2020B Bonds shall be transferred to the Interest Account in the Series 2020B Debt Service Fund.

Section 4.11. Sources of Payment of the Series 2020 Bonds. The Series 2020 Bonds shall be secured by and payable from the Subordinate Net Revenues as provided in the Master Subordinate Indenture and moneys and other investments held by the Trustee in the Reserve Fund. The Authority may, but is not obligated to, provide for the payment of the principal of and interest on the Series 2020 Bonds from any other source or from any other funds of the Authority.

ARTICLE V

TAX COVENANTS

Section 5.01. Series 2020 Rebate Fund. The Authority hereby agrees that it will execute the Tax Certificate and will, pursuant to this Seventh Supplemental Subordinate Indenture, cause the Series 2020 Rebate Fund to be established, which fund will be funded if so required pursuant to the provisions of the Tax Certificate and amounts in such Series 2020 Rebate Fund shall be held and disbursed in accordance with the Tax Certificate.

Section 5.02. Preservation of Tax Exemption on Series 2020 Bonds.

(a) The Authority shall comply with the covenants and agreements set forth in the Tax Certificate.

(b) The Authority shall not use or permit the use of any proceeds of the Series 2020 Bonds or any other funds of the Authority held by the Trustee under the Master

Subordinate Indenture and this Seventh Supplemental Subordinate Indenture allocable to the Series 2020 Bonds, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Authority or the Trustee with respect to the Series 2020 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Series 2020 Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code or an "arbitrage bond" within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder and under Section 103(c) of the Code. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. In the event the Authority is of the opinion that it is necessary to restrict or limit the yield on the investment of money held by the Trustee or to use such money in certain manners, in order to avoid the Series 2020 Bonds being considered "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations thereunder as such may be applicable to the Series 2020 Bonds at such time, the Authority shall issue to the Trustee a certificate to such effect together with appropriate instructions, in which event the Trustee shall take such action as it is directed to take to use such money in accordance with such certificate and instructions, irrespective of whether the Trustee shares such opinion.

(c) The Authority shall at all times do and perform all acts and things permitted by law and this Seventh Supplemental Subordinate Indenture which are necessary or desirable in order to assure that interest paid on the Series 2020 Bonds will not be included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2020B Bonds that are a "substantial user" of the facilities financed or refinanced with the Series 2020B Bonds or a "related person" within the meaning of Section 147(a) of the Code) and shall take no action that would result in such interest being included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2020B Bonds that are a "substantial user" of the facilities financed or refinanced with the Series 2020B Bonds or a "related person" within the meaning of Section 147(a) of the Code).

ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Seventh Supplemental Subordinate Indenture or the Series 2020 Bonds must be in writing except as expressly provided otherwise in this Seventh Supplemental Subordinate Indenture or the Series 2020 Bonds.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when mailed by first-class mail, postage prepaid, addressed to the Authority or the Trustee at the addresses provided in the Master Subordinate Indenture or when delivered by hand and received by the Authority or the

Trustee at the addresses provided in the Master Subordinate Indenture. Any addressee may designate additional or different addresses for purposes of this Section. In addition to the address set forth in the Master Subordinate Indenture, all notices and communications to be sent to the Trustee shall also be sent to U.S. Bank National Association, 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attention: Global Corporate Trust.

Section 6.02. Modification of Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture. The Authority may, from time to time and at any time execute and deliver Supplemental Subordinate Indentures supplementing and/or amending the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture in the manner set forth in Article X of the Master Subordinate Indenture.

Section 6.03. Continuing Disclosure. The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of the Master Subordinate Indenture and this Seventh Supplemental Subordinate Indenture, failure of the Authority to comply with its obligations set forth in the Continuing Disclosure Certificate shall not constitute an Event of Default (as specified in Article VIII of the Master Subordinate Indenture); provided, however, that any participating underwriter for the Series 2020 Bonds or any Holder or Beneficial Owner of the Series 2020 Bonds may take such actions as may be necessary and appropriate to compel performance by the Authority of its obligations under this Section, including seeking mandate or specific performance by court order.

Section 6.04. Parties Interested Herein. Nothing in this Seventh Supplemental Subordinate Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the Trustee and the Holders of the Series 2020 Bonds, any right, remedy or claim under or by reason of this Seventh Supplemental Subordinate Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Seventh Supplemental Subordinate Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Holders of the Series 2020 Bonds.

Section 6.05. Severability. If any provision of this Seventh Supplemental Subordinate Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Seventh Supplemental Subordinate Indenture.

Section 6.06. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 6.07. Governing Law. This Seventh Supplemental Subordinate Indenture shall be governed by and construed in accordance with the laws of the State of California.

Section 6.08. Captions. The captions in this Seventh Supplemental Subordinate Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Seventh Supplemental Subordinate Indenture.

Section 6.09. Counterparts. This Seventh Supplemental Subordinate Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Subordinate Trust Indenture to be duly executed, all as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Kimberly J. Becker,
President and CEO

Attest:

By _____
Tony R. Russell,
Director, Board Services/Authority Clerk

Approved as to form:

By _____
Amy Gonzalez
General Counsel

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Authorized Representative

[Signature page to Seventh Supplemental Subordinate Trust Indenture]

EXHIBIT A

FORM OF SERIES 2020 BOND

San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bond
Series 2020[A/B/C]

No. R-___ Principal Amount: $_____

[UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AS DEFINED IN THE HEREINAFTER DEFINED SEVENTH SUPPLEMENTAL SUBORDINATE INDENTURE) TO THE TRUSTEE (AS HEREINAFTER DEFINED) FOR REGISTRATION OF, TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SERIES 2020[A/B/C] BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

Interest Rate	Maturity Date	Original Dated Date	CUSIP
%	July 1, 20__	April [__], 2020	79739G___

THIS BOND IS A SPECIAL OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF SUBORDINATE NET REVENUES (AS HEREINAFTER DEFINED) DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM (AS HEREINAFTER DEFINED) AND CERTAIN FUNDS AND ACCOUNTS. NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THIS BOND, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

THIS BOND AND THE INTEREST THEREON IS JUNIOR AND SUBORDINATE IN ALL RESPECTS TO THE SENIOR LIEN REVENUE BONDS AS TO LIEN ON AND SOURCE AND SECURITY FOR PAYMENT FROM THE NET REVENUES.

The San Diego County Regional Airport Authority (the "Authority"), acting pursuant to Section 170000 *et seq*. of the California Public Utilities Code (the "Act") and with exclusive management and control of the Airport System, promises to pay, from the Subordinate Net Revenues, as hereinafter defined in this Bond, to _____, or registered assigns, the

principal sum of _____ Dollars on the Maturity Date set forth above and to pay interest as provided in this Bond.

Additional provisions of this Bond are set forth on the following pages of this Bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law and the Act.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
President and CEO

Attest:

By: _____
Director, Board Services/Authority Clerk

CERTIFICATE OF AUTHENTICATION

U.S. Bank National Association, as Trustee, hereby certifies that this is one of the Subordinate Obligations referred to in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture

Date of Authentication: _____, 20___

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____
Name _____
Title _____

1. **Master Subordinate Indenture; Seventh Supplemental Subordinate Indenture.** The Authority has entered into a Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), with U.S. Bank National

Association, as successor trustee (the "Trustee"). Such Master Subordinate Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Subordinate Indenture and Supplemental Subordinate Indentures. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as "Subordinate Obligations." All capitalized terms not defined herein shall have the meanings set forth in the Master Subordinate Indenture and the hereinafter defined Seventh Supplemental Subordinate Indenture.

This Bond is part of a series of Subordinate Obligations of the Authority issued under the Master Subordinate Indenture and the Seventh Supplemental Subordinate Trust Indenture, dated as of April 1, 2020 (the "Seventh Supplemental Subordinate Indenture"), by and between the Authority and the Trustee and authorized by Resolution No. 2019-[____] adopted by the board of directors of the Authority on [____], 2019. The series of Subordinate Obligations of which this Bond is a part is being issued in the original principal amount of $[PARA/PARB/PARC] and designated as San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020[A/B/C] (the "Series 2020[A/B/C] Bonds"). Simultaneously with the issuance of the Series 2020[A/B/C] Bonds, the Authority is issuing its (i) $[PARA/PARB/PARC] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020[A/B/C], and (ii) (i) $[PARA/PARB/PARC] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020[A/B/C].

The Series 2020[A/B/C] Bonds are being issued with a pledge of and lien on Subordinate Net Revenues on a parity with the other Subordinate Obligations issued on a parity with the Series 2020[A/B/C] Bonds under the terms and provisions of the Master Subordinate Indenture.

The terms of the Series 2020[A/B/C] Bonds include the terms set forth in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. Holders are referred to the Master Subordinate Indenture, as amended and supplemented from time to time, and the Seventh Supplemental Subordinate Indenture, as amended and supplemented from time to time, for a statement of those terms and for the meanings of any defined terms not defined herein.

2. **Source of Payments.** The Series 2020[A/B/C] Bonds are, as provided in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture, together with all other Subordinate Obligations, secured by and payable from, the Subordinate Net Revenues, as described below and as defined in the Master Subordinate Indenture. The Master Subordinate Indenture pledges the Subordinate Net Revenues to secure payment of all Subordinate Obligations issued under the Master Subordinate Indenture.

All defined terms used in such description shall have the meaning assigned to them in the Master Subordinate Indenture. The Authority is not required to provide for the payment of the Subordinate Obligations from any other source other than from certain funds and accounts under the Master Subordinate Indenture and the Supplemental Subordinate Indentures in accordance with their terms.

3. **Interest Rate.** This Bond shall bear interest until the Maturity Date at the rate shown on the first page of this Bond. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the rate on this Bond on the day before the default occurred.

Interest on this Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Interest hereon will be due and payable on July 1, 2020 and each January 1 and July 1 thereafter and will be paid to the party who is the owner hereof on the Record Date for such payment. The Record Date for a January 1 payment is the preceding December 15, and the Record Date for a July 1 payment is the preceding June 15. If this Bond is not a Book-Entry Bond, as defined in the Seventh Supplemental Subordinate Indenture, interest hereon will be paid by check mailed to the Holder's registered address, and, if this Bond is a Book-Entry Bond, as defined in the Seventh Supplemental Subordinate Indenture, interest will be paid as provided in the Seventh Supplemental Subordinate Indenture. Interest will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money. If any payment of interest on this Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. **Payment of Principal.** Payment of principal of this Bond will be paid at maturity upon surrender of this Bond to the Trustee or its agent except that if this Bond is a Book-Entry Bond, the Trustee may make other arrangements for payment of principal. Principal will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money. If any payment of principal of this Bond is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. **Redemption**. All redemptions will be made at a redemption price of 100% of the principal amount of the Series 2020[A/B/C] Bonds being redeemed, plus interest accrued since the most recent interest payment date.

(a) ***Optional Redemption***. The Series 2020[A/B/C] Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020[A/B/C] Bonds maturing on or after July 1, 20[__] are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20[__] at a redemption price equal to 100% of the principal amount of the Series 2020[A/B/C] Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(b) ***Mandatory Sinking Fund Redemption***. The Series 2020[A/B/C] Bonds with a stated Maturity Date of July 1, 20[__] will be subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon, on July 1, 20[__] and each July 1 thereafter, to and including July 1, 20[__] in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Seventh Supplemental Subordinate Indenture.

The Series 2020[A/B/C] Bonds with a stated Maturity Date of July 1, 20[__] will be subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon, on July 1, 20[__] and each July 1 thereafter, to and including July 1, 20[__] in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Seventh Supplemental Subordinate Indenture.]

(c) ***Notice of Redemption***. At least thirty (30) days but not more than sixty (60) days before each redemption, the Trustee will give notice sent as provided in the Seventh Supplemental Subordinate Indenture to each owner of a Series 2020[A/B/C] Bond to be redeemed. Failure to give any required notice of redemption will not affect the validity of the call for redemption of any Series 2020[A/B/C] Bond in respect of which no failure occurs. Any notice sent as provided in the Seventh Supplemental Subordinate Indenture will be conclusively presumed to have been given whether or not actually received by the addressee.

(d) ***Effect of Redemption***. When notice of redemption is given, and funds are deposited with the Trustee or an agent of the Trustee sufficient for redemption, interest on the Series 2020[A/B/C] Bonds to be redeemed ceases to accrue as of the redemption date.

7. **Denominations; Transfer; Exchange.** The Series 2020[A/B/C] Bonds are available in denominations of $5,000 and integral multiples thereof. A Holder may transfer or exchange Series 2020[A/B/C] Bonds in accordance with the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Master Subordinate Indenture. The Trustee need not transfer or exchange any Series 2020[A/B/C] Bond during the period established by the Registrar for selection of Series 2020[A/B/C] Bonds for redemption of any Series 2020[A/B/C] Bond which has been selected for redemption.

8. **Persons Deemed Owners.** The registered owner of this Bond shall be treated as the owner of it for all purposes.

9. **Unclaimed Money.** If money for the payment of principal or interest remains unclaimed for two years, the Trustee will pay the money to or for the account of the Authority. After that, Holders entitled to the money must look only to the Authority and not to the Trustee for payment.

10. **Discharge Before Maturity.** If the Authority at any time deposits with the Trustee money, Government Obligations or obligations described in item (b) of the definition of Permitted Investments as described in the Master Subordinate Indenture sufficient to pay at maturity principal of and interest on the outstanding Series 2020[A/B/C] Bonds, and if the Authority also pays all other sums then payable by the Authority under the Master Subordinate Indenture, the Master Subordinate Indenture will be discharged. After discharge, Holders must look only to the deposited money and securities for payment. If the Authority at any time deposits with the Trustee money, Government Obligations or obligations described in item (b) of

the definition of Permitted Investments as described in the Master Subordinate Indenture sufficient to pay at maturity, principal of and interest on all or any portion of the outstanding Series 2020[A/B/C] Bonds, such Series 2020[A/B/C] Bonds, with respect to which the deposit was made, shall no longer be deemed to be outstanding and shall no longer be secured by the Master Subordinate Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Subordinate Indenture, the Seventh Supplemental Subordinate Indenture and the Series 2020[A/B/C] Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, as provided in the Master Subordinate Indenture. Any consent given by the owner of this Bond shall bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond.

12. **Defaults and Remedies.** The Master Subordinate Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee may exercise the remedies set forth in the Master Subordinate Indenture. Under no circumstances does an Event of Default grant any right to accelerate payment of this Bond. An Event of Default and its consequences may be waived as provided in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. Holders may not enforce the Master Subordinate Indenture or this Bond except as provided in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. The Trustee may refuse to enforce the Master Subordinate Indenture or this Bond unless it receives indemnity satisfactory to it. Subject to certain limitations, Holders of a majority of the principal amount of the Series 2020[A/B/C] Bonds (determined in accordance with the terms of the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture) may direct the Trustee in its exercise of any trust or power.

13. **No Recourse Against Others.** No member, director, officer or employee of the Authority shall have any personal liability for any obligations of the Authority under this Bond, the Master Subordinate Indenture or the Seventh Supplemental Subordinate Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Holder, by accepting this Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Bond.

14. **Authentication.** This Bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the signature page of this Bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act) and U/T/M/A (= Uniform Transfers to Minors Act).

[FORM OF ASSIGNMENT]

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

_____

_____

(Print or type name, address and zip code of assignee) this Bond and irrevocably appoint

_____

_____ agent to transfer this Bond on the books of the Authority. The agent may substitute another to act for him.

Dated: _____

Signed _____
(Sign exactly as name appears on the face of this Bond)

Signature guaranteed: _____

(NOTE: Signature(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guarantee program acceptable to the Trustee.)

EXHIBIT B

DEBT SERVICE SCHEDULES

San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds
Series 2020A

Date	Principal	Interest	Total

San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds
Series 2020B

Date	Principal	Interest	Total

San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds
Series 2020C

Date	Principal	Interest	Total

EXHIBIT C

FORM OF SERIES 2020 COSTS OF ISSUANCE FUND REQUISITION

Requisition No. _____

To: U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust Services

Re: Requisition of Funds from San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds Series 2020 Costs of Issuance Fund

The amount requisitioned: $_____

Payment to be made to: _____

Manner in which payment is to be made: _____

Description of Costs of Issuance: _____

The undersigned, an Authorized Authority Representative within the meaning of the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), as supplemented by the Seventh Supplemental Subordinate Trust Indenture, dated as of April 1, 2020 (the "Seventh Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in **[check one]**

[_____] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020A Costs of Issuance Account

[_____] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020B Costs of Issuance Account

[_____] San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020C Costs of Issuance Account

of the San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2020 Costs of Issuance Fund held under the Seventh Supplemental Subordinate Indenture and directs that payment be made in the manner described above.

The amount to be paid represents a Cost of Issuance of the Series 2020 Bonds and the amounts requisitioned hereby will be expended only in accordance with and subject to the limitations set forth in the Tax Compliance Certificate dated April [__], 2020 and relating to the Series 2020 Bonds. Capitalized terms not otherwise defined herein shall have the applicable

meanings in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture.

Dated: _____.

By _____
Authorized Authority Representative

EXHIBIT D

REFUNDED BONDS

Refunded Series 2010A Bonds

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010A

Maturity Date (July 1)	Principal to be Paid/Redeemed	Redemption Price	Payment/ Redemption Date	CUSIP Number
2020	$ 9,180,000	N/A	July 1, 2020	79739GBL9
2021	9,640,000	100%	July 1, 2020	79739GBM7
2022	10,125,000	100	July 1, 2020	79739GBN5
2023	10,625,000	100	July 1, 2020	79739GBP0
2024	11,160,000	100	July 1, 2020	79739GBQ8
2025	11,720,000	100	July 1, 2020	79739GBR6
2026	12,305,000	100	July 1, 2020	79739GBS4
2027	12,915,000	100	July 1, 2020	79739GBT2
2028	13,565,000	100	July 1, 2020	79739GBU9
2029	14,245,000	100	July 1, 2020	79739GBV7
2030	14,955,000	100	July 1, 2020	79739GBW5
2034	61,300,000	100	July 1, 2020	79739GBX3
2040	76,835,000	100	July 1, 2020	79739GBY1

Refunded Series 2010B Bonds

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010B

Maturity Date (July 1)	Principal to be Paid/Redeemed	Redemption Price	Payment/ Redemption Date	CUSIP Number
2020	$1,685,000	N/A	July 1, 2020	79739GCJ3
2021	1,775,000	100%	July 1, 2020	79739GCK0
2022	1,785,000	100	July 1, 2020	79739GCX2
2022	50,000	100	July 1, 2020	79739GCL8
2023	1,775,000	100	July 1, 2020	79739GCY0
2023	150,000	100	July 1, 2020	79739GCM6
2024	2,020,000	100	July 1, 2020	79739GCN4
2025	2,120,000	100	July 1, 2020	79739GCP9
2026	2,225,000	100	July 1, 2020	79739GCQ7
2027	2,315,000	100	July 1, 2020	79739GCR5
2028	2,435,000	100	July 1, 2020	79739GCS3
2029	2,055,000	100	July 1, 2020	79739GDA1
2029	500,000	100	July 1, 2020	79739GCT1
2030	2,675,000	100	July 1, 2020	79739GCU8
2032	1,390,000	100	July 1, 2020	79739GCW4
2040	750,000	100	July 1, 2020	79739GCV6
2040	7,100,000	100	July 1, 2020	79739GCZ7

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE
BOOK-ENTRY ONLY

Ratings: See "RATINGS" herein.

In the opinion of Kutak Rock LLP, Bond Counsel to the Authority, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Subordinate Series 2019/20 Bonds is excluded from gross income for federal income tax purposes, except for interest on any Subordinate Series 2019B Bond, Subordinate Series 2020B Bond or Subordinate Series 2020C Bond for any period during which such Subordinate Series 2019B Bond, Subordinate Series 2020B Bond or Subordinate Series 2020C Bond is held by a "substantial user" of the facilities financed or refinanced by the Subordinate Series 2019B Bonds, the Subordinate Series 2020B Bonds or the Subordinate Series 2020C Bonds, as applicable, or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended. Bond Counsel is further of the opinion that (a) interest on the Subordinate Series 2019A Bonds, the Subordinate Series 2020A Bonds and the Subordinate Series 2020B Bonds is not an item of tax preference for purposes of the federal alternative minimum tax, and (b) interest on the Subordinate Series 2019B Bonds and the Subordinate Series 2020C Bonds constitutes an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Bond Counsel is further of the opinion that interest on the Subordinate Series 2019/20 Bonds is exempt from present State of California personal income taxes. See "TAX MATTERS" herein.

[Logo] [Logo]

$[PAR]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$[PAR19A]*
Subordinate Airport
Revenue and Revenue Refunding Bonds
Series 2019A
(Governmental/Non-AMT)

$[PAR19B]*
Subordinate Airport Revenue Bonds
Series 2019B
(Private Activity/AMT)

$[PAR20A]*
Subordinate Airport
Revenue Refunding Bonds
Series 2020A
(Governmental/Non-AMT)

$[PAR20B]*
Subordinate Airport
Revenue Refunding Bonds
Series 2020B
(Private Activity/Non-AMT)

$[PAR20C]*
Subordinate Airport
Revenue Refunding Bonds
Series 2020C
(Private Activity/AMT)

Dated: **Subordinate Series 2019 Bonds (December [11], 2019)**
Subordinate Series 2020 Bonds (April [8], 2020)

Due: July 1 as shown on the inside cover

The San Diego County Regional Airport Authority (the "Authority") is issuing its (i) Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A (Governmental/Non-AMT) (the "Subordinate Series 2019A Bonds"), (ii) Subordinate Airport Revenue Bonds, Series 2019B (Private-Activity/AMT) (the "Subordinate Series 2019B Bonds," and together with the Subordinate Series 2019A Bonds, the "Subordinate Series 2019 Bonds"), (iii) Subordinate Airport Revenue Refunding Bonds, Series 2020A (Governmental/Non-AMT) (the "Subordinate Series 2020A Bonds"), (iv) Subordinate Airport Revenue Refunding Bonds, Series 2020B (Private Activity/Non-AMT) (the "Subordinate Series 2020B Bonds"), and (v) Subordinate Airport Revenue Refunding Bonds, Series 2020C (Private Activity/AMT) (the "Subordinate Series 2020C Bonds," and collectively with the Subordinate Series 2020A Bonds and the Subordinate Series 2020B Bonds, the "Subordinate Series 2020 Bonds"), to (a) pay and/or reimburse the Authority for certain capital improvements at San Diego International Airport, (b) refund and defease the Refunded Bonds, (c) redeem all of the outstanding Subordinate Drawdown Bonds, (d) fund a portion of the interest accruing on the Subordinate Series 2019 Bonds, (e) make a deposit to the Subordinate Reserve Fund, and (f) pay the costs of issuance of the Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds. See "PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds (collectively, the "Subordinate Series 2019/20 Bonds") are special obligations of the Authority, payable solely from and secured by a pledge of (a) Subordinate Net Revenues, which include certain income and revenue received by the Authority from the operation of the Airport System, less all amounts that are required to pay the Operation and Maintenance Expenses of the Airport System and less all amounts necessary to pay debt service on and fund the reserves for the Senior Bonds; and (b) certain funds and accounts held by the Subordinate Trustee under the Subordinate Indenture. The Subordinate Series 2019/20 Bonds will be issued with a pledge of and lien on Subordinate Net Revenues on parity with the Authority's Existing Subordinate Bonds (including the Refunded Bonds), which, as of November 1, 2019, were outstanding in the aggregate principal amount of $798,545,000, the Authority's Subordinate Revolving Obligations, which are authorized to be outstanding in the aggregate principal amount of $125,000,000 at any one time, and the Authority's Subordinate Drawdown Bonds, which are authorized to be outstanding in the aggregate principal amount of $100,000,000 at any one time.

NONE OF THE PROPERTIES OF THE AIRPORT SYSTEM ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE OWNERS OF THE SUBORDINATE SERIES 2019/20 BONDS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY OF SAN DIEGO, THE COUNTY OF SAN DIEGO, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF CALIFORNIA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SUBORDINATE SERIES 2019/20 BONDS. SEE "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS."

The Subordinate Series 2019/20 Bonds will be issued as fully registered bonds in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"), New York, New York. Individual purchases and sales of the Subordinate Series 2019/20 Bonds may be made in book-entry-form only in denominations of $5,000 and integral multiplies thereof. Interest on the Subordinate Series 2019/20 Bonds will be payable on January 1 and July 1, commencing on [July 1, 2020]. So long as the Subordinate Series 2019/20 Bonds are held by DTC, the principal of and interest on the Subordinate Series 2019/20 Bonds will be payable by wire transfer to DTC, which in turn will be required to remit such principal and interest to the DTC participants for subsequent disbursement to the beneficial owners of the Subordinate Series 2019/20 Bonds, as more fully described herein. See "APPENDIX G—BOOK-ENTRY-ONLY SYSTEM."

* Preliminary; subject to change.

Maturity Schedules on Inside Front Cover

The Subordinate Series 2019/20 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, as more fully described herein. See "DESCRIPTION OF THE SUBORDINATE SERIES 2019/20 BONDS—Redemption Provisions."

The purchase and ownership of Subordinate Series 2019/20 Bonds involve investment risk and may not be suitable for all investors. This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of the Subordinate Series 2019/20 Bonds. Investors are advised to read the entire Official Statement, including any portion hereof included by reference, to obtain information essential to the making of an informed decision, giving particular attention to the matters discussed under "CERTAIN INVESTMENT CONSIDERATIONS." Capitalized terms used on this cover page and not otherwise defined have the meanings set forth herein.

The Subordinate Series 2019/20 Bonds are offered when, as and if issued by the Authority, subject to the approval of validity by Kutak Rock LLP, Bond Counsel to the Authority, and to certain other conditions. Certain matters will be passed upon for the Authority by its General Counsel and by Kutak Rock LLP, Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. Frasca & Associates, LLC, has served as Municipal Advisor to the Authority. It is expected that the delivery of the Subordinate Series 2019 Bonds will be made through the facilities of DTC on or about [December 11], 2019. It is anticipated that the Subordinate Series 2020 Bonds will be available for delivery through the facilities of DTC on or about [April 8], 2020, subject to the satisfaction of certain conditions. Potential investors in the Subordinate Series 2020 Bonds should carefully review the information under the caption "DELAYED DELIVERY OF THE SUBORDINATE SERIES 2020 BONDS" and in "APPENDIX H—FORM OF INVESTOR DELAYED DELIVERY CONTRACT."

Citigroup **RBC Capital Markets**

Backstrom McCarley Berry & Co., LLC **Jefferies** **Morgan Stanley** **[Siebert Cisneros Shank, a division of Siebert Williams Shank & Co., LLC]**

Date of Official Statement:

MATURITY SCHEDULES*

$[PAR19A]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue and Revenue Refunding Bonds
Series 2019A
(Governmental/Non-AMT)

Maturity Date (July 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP Numbers†

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____; CUSIP No.†

$[PAR19B]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Bonds
Series 2019B
(Private Activity/AMT)

Maturity Date (July 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP Numbers†

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____; CUSIP No.†

* Preliminary; subject to change.

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**$[PAR20A]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020A
(Governmental/Non-AMT)**

Maturity Date (July 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP Numbers†

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____; CUSIP No.†

**$[PAR20B]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020B
(Private Activity/Non-AMT)**

Maturity Date (July 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP Numbers†

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____; CUSIP No.†

* Preliminary; subject to change.

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**$[PAR20C]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020C
(Private Activity/AMT)**

Maturity Date (July 1)*	Principal Amount*	Interest Rate	Yield	Price	CUSIP Numbers†

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____; CUSIP No.†

* Preliminary; subject to change.

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SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

BOARD OF DIRECTORS[1]

C. April Boling (Chair)*
Paul Robinson (Vice Chair)*
Michael Schumacher *
Greg Cox
Mark Kersey
Robert Lloyd
Johanna Schiavoni
Mark West
Cory Binns, *Ex-Officio* Member
Colonel Charles Dockery, *Ex-Officio* Member
Gayle Miller, *Ex-Officio* Member

_____
*Member of the Executive Committee.
[1] There is currently one vacancy on the Board of Directors.

EXECUTIVE MANAGEMENT

Kimberly J. Becker, President and CEO
Scott M. Brickner. Vice President, Chief Financial Officer
Angela Shafer-Payne, Vice President, Chief Operations Officer
Dennis Probst, Vice President, Chief Development Officer
Lee Parravano, Chief Auditor
Amy Gonzalez, General Counsel

SUBORDINATE TRUSTEE/ ESCROW AGENT

U.S. Bank National Association

INDEPENDENT AUDITORS

BKD, LLP

BOND COUNSEL AND DISCLOSURE COUNSEL

Kutak Rock LLP

MUNICIPAL ADVISOR

Frasca & Associates, LLC

FEASIBILITY CONSULTANT

Unison Consulting, Inc.

VERIFICATION AGENT

Robert Thomas CPA, LLC

No dealer, broker, salesperson or other person has been authorized by the Authority to give any information or to make any representations other than as set forth herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority. 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 Subordinate Series 2019/20 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 Subordinate Series 2019/20 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts. See "INTRODUCTION—Forward-Looking Statements" herein.

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 part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority since the date hereof. This Official Statement is submitted in connection with the sale of the Subordinate Series 2019/20 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

THE SUBORDINATE SERIES 2019/20 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED THEREIN, AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. THE SUBORDINATE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED THEREIN. THE SUBORDINATE SERIES 2019/20 BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY COMMISSION. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SUBORDINATE SERIES 2019/20 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SUBORDINATE SERIES 2019/20 BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGES OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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OFFICIAL STATEMENT

**$[PAR]*
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY**

$[PAR19A]*
Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A (Governmental/Non-AMT)

$[PAR19B]*
Subordinate Airport Revenue Bonds Series 2019B (Private Activity/AMT)

$[PAR20A]*
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)

$[PAR20B]*
Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)

$[PAR20C]*
Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page, inside cover pages, table of contents and appendices, is to provide certain information concerning the sale and delivery by the San Diego County Regional Airport Authority (the "Authority") of its (a) $[PAR19A]* San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A (Governmental/Non-AMT) (the "Subordinate Series 2019A Bonds"), (b) $[PAR19B]* San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2019B (Private Activity/AMT) (the "Subordinate Series 2019B Bonds," and together with the Subordinate Series 2019A Bonds, the "Subordinate Series 2019 Bonds"), (c) $[PAR20A]* San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (Governmental/Non-AMT) (the "Subordinate Series 2020A Bonds"), (d) $[PAR20B]* San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (Private Activity/Non-AMT) (the "Subordinate Series 2020B Bonds"), and (e) $[PAR20C]* San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (Private Activity/AMT) (the "Subordinate Series 2020C Bonds," and collectively with the Subordinate Series 2020A Bonds and the Subordinate Series 2020B Bonds, the "Subordinate Series 2020 Bonds"). The Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds are collectively referred to in this Official Statement as the "Subordinate Series 2019/20 Bonds." Capitalized terms used but not defined herein have the meanings ascribed to them in "APPENDIX C-1—CERTAIN DEFINITIONS."

The Authority

The Authority is a local government entity of regional government, with jurisdiction extending throughout the County of San Diego (the "County"). The Authority was organized and exists pursuant to the provisions of the Constitution of the State of California and Section 170000 et seq. of the California Public Utilities Code (the "Act"). The Authority was formed for the purposes of: (a) operating the Airport System (the main asset of which is San Diego International Airport ("SDIA," "SAN" or the "Airport"));

* Preliminary; subject to change.

(b) planning and operating any future airport that could be developed as a supplement or replacement to SDIA; (c) developing a comprehensive land use plan as it may relate to the Airport System for the entire County; and (d) serving as the region's airport land use commission.

San Diego International Airport and Airport System

SDIA was owned and operated by the San Diego Unified Port District (the "Port District") until January 2003 at which time SDIA was transferred by long-term lease to the Authority (the "Transfer"). The Transfer included all obligations associated with SDIA, including bonds and commercial paper notes issued for the improvement of SDIA. SDIA is the busiest single-runway commercial airport in the United States and is classified as a large air traffic hub by the Federal Aviation Administration (the "FAA"). According to Airports Council International ("ACI") statistics, for the calendar year ended December 31, 2018, SDIA was ranked as the 24th busiest airport in the country as measured by total number of enplaned and deplaned passengers. For the fiscal year ended June 30, 2019 ("Fiscal Year 2019"), approximately 12.4 million passengers were enplaned as SDIA, which represented an approximately 5.3% increase in enplaned passengers from the fiscal year ended June 30, 2018. For the calendar year ended December 31, 2018, approximately 96% of the passengers using SDIA were origination and destination ("O&D") passengers (passengers beginning or ending their trips at SDIA, as opposed to passengers connecting through SDIA to other cities). See "THE AUTHORITY" and "SAN DIEGO INTERNATIONAL AIRPORT" herein.

In addition to operating SDIA, the Authority is responsible for operating the entire "Airport System," which includes all airports, airport sites, and all equipment, accommodations and facilities for aerial navigation, flight, instruction and commerce under the jurisdiction and control of the Authority, including SDIA, and any successor entities thereto, including all facilities and property related thereto, real or personal, under the jurisdiction or control of the Authority or in which the Authority has other rights or from which the Authority derives revenues at such location; and including or excluding, as the case may be, such property as the Authority may either acquire or which shall be placed under its control, or divest or have removed from its control. Currently, SDIA is the only airport in the Airport System.

Plan of Finance

The Subordinate Series 2019/20 Bonds are being issued to (a) pay and/or reimburse the Authority for certain capital improvements at SDIA, (b) redeem $[34,040,000] aggregate principal amount of the Authority's outstanding Subordinate Drawdown Bonds (as defined herein), (c) refund and defease the Refunded Bonds (as defined herein), (d) fund a portion of the interest accruing on the Subordinate Series 2019 Bonds through and including [January/July] 1, 202[__], (e) make a deposit to the Subordinate Reserve Fund (as defined herein), and (f) pay the costs of issuance of the Subordinate Series 2019/20 Bonds. See "PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS" and "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT."

Subordinate Series 2019/20 Bonds and Pledge of Subordinate Net Revenues

The Subordinate Series 2019 Bonds are being issued pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "Subordinate Trustee"), and the Sixth Supplemental Subordinate Trust Indenture, to be dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee; the Act; and certain other provisions of California State law (including Section 53580 *et seq*. of the California Government Code). The Authority expects to deliver the Subordinate Series 2019 Bonds, in

book-entry form through the facilities of The Depository Trust Company ("DTC"), on or about December [11], 2019 for the account of the Underwriters (as defined herein).

The Subordinate Series 2020 Bonds are being issued pursuant to the Master Subordinate Indenture, and the [Seventh] Supplemental Subordinate Trust Indenture, to be dated as of [April] 1, 2020 (the "Seventh Supplemental Subordinate Indenture," and collectively with the Master Subordinate Indenture and all supplements thereto (including the Sixth Supplemental Subordinate Indenture), the "Subordinate Indenture"), by and between the Authority and the Subordinate Trustee; the Act; and certain other provisions of California State law (including Section 53580 *et seq*. of the California Government Code). The Authority expects to deliver the Subordinate Series 2020 Bonds, in book-entry form through the facilities of DTC, on or about April [8], 2020 for the account of the Underwriters. See "DELAYED DELIVERY OF THE SUBORDINATE SERIES 2020 BONDS" and "APPENDIX H—FORM OF INVESTOR DELAYED DELIVERY CONTRACT."

The board of directors of the Authority (the "Board") authorized the issuance of the Subordinate Series 2019/20 Bonds pursuant to a resolution adopted by the Board on [November 7], 2019 (the "Resolution"). See "DESCRIPTION OF THE SUBORDINATE SERIES 2019/20 BONDS."

The Subordinate Series 2019/20 Bonds are secured by a pledge of and first lien on Subordinate Net Revenues (as defined herein) on a parity with the Existing Subordinate Obligations (as defined herein), and any additional bonds or obligations issued or incurred on a parity with the Subordinate Series 2019/20 Bonds under the terms and provisions of the Master Subordinate Indenture (the "Additional Subordinate Obligations"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Flow of Funds," "—Pledge of Subordinate Net Revenues," "—Use of PFCs to Pay Debt Service" and "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE."

The Subordinate Series 2019/20 Bonds are special obligations of the Authority, payable solely from and secured by a pledge of (a) "Subordinate Net Revenues," which include Revenues (as defined herein), less all amounts which are required to be used to pay the Operation and Maintenance Expenses of the Airport System (as defined herein), less the debt service on the Senior Bonds (as defined herein) and less the reserve and replenishment requirements on and relating to the Senior Bonds, if any, and (b) certain funds and accounts held by the Subordinate Trustee under the Subordinate Indenture. None of the properties of the Airport System are subject to any mortgage or other lien for the benefit of the owners of the Subordinate Series 2019/20 Bonds, and neither the full faith and credit nor the taxing power of the Authority, the City of San Diego (the "City"), the County, the State of California (the "State") or any political subdivision or agency of the State is pledged to the payment of the principal of or interest on the Subordinate Series 2019/20 Bonds.

Outstanding Subordinate Obligations

Pursuant to the Subordinate Indenture, the Authority previously issued, and as of [November] 1, 2019, there was $798,545,000 aggregate principal amount outstanding of its Subordinate Airport Revenue Bonds, Series 2010A (the "Subordinate Series 2010A Bonds"), Subordinate Airport Revenue Bonds, Series 2010B (the "Subordinate Series 2010B Bonds"), Subordinate Airport Revenue Bonds, Series 2010C (the "Subordinate Series 2010C Bonds," and collectively with the Subordinate Series 2010A Bonds and the Subordinate Series 2010B Bonds, the "Subordinate Series 2010 Bonds"), Subordinate Airport Revenue Bonds, Series 2017A (the "Subordinate Series 2017A Bonds"), and Subordinate Airport Revenue Bonds, Series 2017B (the "Subordinate Series 2017B Bonds," and collectively with the Subordinate Series 2010 Bonds and the Subordinate Series 2017A Bonds, the "Existing Subordinate Bonds"). A portion of the proceeds of the Subordinate Series 2019/20 Bonds, along with certain other available moneys, will be used to refund and defease all of the Subordinate Series 2010 Bonds.

Pursuant to the Master Subordinate Indenture, the Third Supplemental Subordinate Trust Indenture, dated as of September 1, 2014 (the "Third Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee, and the Revolving Credit Agreement, dated as of September 1, 2014, as amended (the "Subordinate Credit Agreement"), by and between the Authority and U.S. Bank National Association (the "Subordinate Revolving Obligations Bank"), the Authority is authorized to issue and have outstanding, from time to time, up to $125,000,000 in aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Revolving Obligations (collectively, the "Subordinate Revolving Obligations"). As of November 1, 2019, the Authority had $13,719,000 aggregate principal amount of Subordinate Revolving Obligations outstanding. All Subordinate Revolving Obligations issued by the Authority are purchased by the Subordinate Revolving Obligations Bank in accordance with the terms of the Subordinate Credit Agreement.

Additionally, pursuant to the Master Subordinate Indenture, the Fourth Supplemental Subordinate Trust Indenture, dated as of April 1, 2017, as amended (the "Fourth Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee, the Bondholder's Agreement, dated as of April 1, 2017, as amended (the "Subordinate Drawdown Bondholder's Agreement"), by and between the Authority and RBC Municipal Products, LLC (the "Subordinate Drawdown Bond Purchaser"), and the Bond Purchase Agreement, dated April 19, 2017 (the "Subordinate Drawdown Bond Purchase Agreement"), between RBC Capital Markets, LLC (the "Subordinate Drawdown Bond Underwriter") and the Authority, the Authority is authorized to issue and have outstanding, from time to time, up to $100,000,000 in aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Drawdown Bonds (collectively, the "Subordinate Drawdown Bonds"). As of November 1, 2019, the Authority had $34,040,000 aggregate principal amount of Subordinate Drawdown Bonds outstanding. All Subordinate Drawdown Bonds issued by the Authority are purchased by the Subordinate Drawdown Bond Purchaser in accordance with the terms of the Subordinate Drawdown Bondholder's Agreement and the Subordinate Drawdown Bond Purchase Agreement. On or about January 1, 2020, the Authority expects to redeem all of the outstanding Subordinate Drawdown Bonds with a portion of the proceeds of the Subordinate Series 2019 Bonds and certain other available moneys of the Authority. After the redemption of the Subordinate Drawdown Bonds on January 1, 2020, the Authority will continue to have the authority to issue and have outstanding, from time to time, up to $100,000,000 in aggregate principal amount of the Subordinate Drawdown Bonds.

The Existing Subordinate Bonds, the Subordinate Revolving Obligations and the Subordinate Drawdown Bonds are collectively referred to in this Official Statement as the "Existing Subordinate Obligations"; and the Subordinate Series 2019/20 Bonds, the Existing Subordinate Obligations and any Additional Subordinate Obligations are collectively referred to in this Official Statement as "Subordinate Obligations." The Subordinate Obligations are secured by a pledge of Subordinate Net Revenues and certain funds and accounts held by the Subordinate Trustee under the Subordinate Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Flow of Funds," and "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE—Outstanding Subordinate Obligations."

Senior Bonds

Pursuant to the Master Trust Indenture, dated as of November 1, 2005, as amended (the "Master Senior Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Senior Trustee"), and the Third Supplemental Trust Indenture, dated as of January 1, 2013 (the "Third Supplemental Senior Indenture," and collectively with the Master Senior Indenture and all supplements thereto, the "Senior Indenture"), by and between the Authority and the Senior Trustee, the Authority has previously issued and, as of November 1, 2019, there was outstanding $368,750,000 aggregate principal amount of its Senior Airport Revenue Bonds, Series 2013A (the "Senior Series 2013A

Bonds"), and Senior Airport Revenue Bonds, Series 2013B (the "Senior Series 2013B Bonds," and together with the Senior Series 2013A Bonds, the "Senior Series 2013 Bonds"). The Senior Series 2013 Bonds are secured by a pledge of and first lien on Net Revenues senior to the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds). "Net Revenues" include Revenues less Operation and Maintenance Expenses of the Airport System. For purposes of this Official Statement, "Senior Bonds" means the Senior Series 2013 Bonds and any additional bonds or obligations issued or incurred under the terms and provisions of the Master Senior Indenture that are secured on a parity basis by the Net Revenues (the "Additional Senior Bonds"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS" and "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE—Outstanding Senior Bonds."

Capital Program and Airport Development Plan

Capital Program. The Authority maintains a capital program that is designed to preserve regulatory compliance, critical infrastructure functions and Airport access. Additionally the capital program seeks to enhance safety, customer service, cost savings and revenue opportunities. The Authority's current capital program (the "Capital Program") includes projects completed and anticipated to be completed in Fiscal Years 2019 through 2024 that have an estimated cost of $955.4 million (as of June 30, 2019, $378.5 million of this cost had been incurred). The Capital Program includes, among other projects, a new facilities maintenance building, a new passenger airline belly cargo and provisioning facility, storm water capture and reuse projects, a remain-overnight aircraft parking facility on the north side of SDIA, and various other airfield, terminal and landside projects. A portion of the proceeds of the Subordinate Series 2019 Bonds will be used to finance certain projects included in the Capital Program. In addition to the proceeds of the Subordinate Series 2019 Bonds, the Capital Program has been and will be financed with a combination of proceeds of the previously-issued Senior Series 2013 Bonds, the previously-issued Subordinate Series 2017A Bonds and Subordinate Series 2017B Bonds, federal grants, Passenger Facility Charges ("PFCs"), and certain other available moneys of the Authority. See "PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS," "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT" and "APPENDIX A—FINANCIAL FEASIBILITY REPORT."

Airport Development Plan. In 2012, the Authority embarked on a new master-planning effort for SDIA known as the "Airport Development Plan" (the "ADP"), to identify the facilities needed to meet the Airport's passenger demand through 2035. SDIA has had record-breaking growth over the last five Fiscal Years with approximately 24.7 million passengers being served in Fiscal Year 2019. Activity levels at the Airport are estimated to surpass 39 million passengers and 280,000 aircraft operations in 2035, based on the latest FAA-approved forecast. The cornerstone of the ADP is the replacement of Terminal 1, which is over 50 years old, with a more modern, comfortable, and efficient terminal facility. As of the date of this Official Statement, the new terminal is expected to have 30 gates and be able to accommodate both narrow-body and wide-body aircraft. The Authority expects the new Terminal 1 will be served by a dual-level curbside, a new close-in parking structure (currently planned with 5,500 parking spaces, which, when combined with the parking spaces that will be lost as a result of the ADP, will add a total of approximately 650 new, permanent parking spaces at the Airport), and new entry and circulation roadways. Other components contemplated to be part of the ADP include multiple airfield improvements, such as a new apron area for the new terminal, a new full length Taxiway A, and reconfigured Remain Overnight aircraft parking positions. Overall, the Authority expects the ADP will add 11 net aircraft gates to SDIA (bringing the total gate count to 62), while creating enhanced non-airline revenue opportunities.

The total cost of the ADP is currently estimated by the Authority to be in the range of $2.7 to $3.0 billion. The Authority expects to finance the costs of the ADP from various sources including, but not limited to, the proceeds of Additional Senior Bonds and Additional Subordinate Obligations. The ADP is currently undergoing environmental review and permitting. Pending successful completion of all necessary

environmental reviews and permitting, construction of the ADP could begin as early as 2021, with the first phase of the new Terminal 1 (19 gates) opening in Fiscal Year 2025, and full completion of the new facility (30 gates) and associated roadway and airfield improvements in Fiscal Year 2026. Until the Board certifies the environmental impact report and approves the ADP, it is not an approved project and is therefore not included in the Authority's current capital plan. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Airport Development Plan."

Financial Feasibility Report

Included as Appendix A to this Official Statement is a Financial Feasibility Report dated [November __], 2019 (the "Financial Feasibility Report"), prepared by Unison Consulting, Inc. (the "Feasibility Consultant"), in conjunction with the issuance of the Subordinate Series 2019/20 Bonds. The Financial Feasibility Report includes, among other things, a description of the underlying economic base of SDIA's air service area; a description of historical air traffic activity at SDIA; the Feasibility Consultant's projections for air traffic activity at SDIA through Fiscal Year 2024 and a description of the assumptions on which such projections were based; a description of existing and planned facilities at SDIA; and the Feasibility Consultant's projections of debt service, debt service coverage, expenses and revenues through Fiscal Year 2024 and a description of the assumptions upon which such projections were based. Inevitably, some assumptions used to develop the projections in the Financial Feasibility Report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecast and actual results, and those differences may be material. The projections contained in the Financial Feasibility Report are not necessarily indicative of future performance, and neither the Feasibility Consultant nor the Authority assume any responsibility for the failure to meet such projections. The Financial Feasibility Report is an integral part of this Official Statement and should be read in its entirety. See "—Forward-Looking Statements" and "CERTAIN INVESTMENT CONSIDERATIONS—Financial Feasibility Report" and "APPENDIX A—FINANCIAL FEASIBILITY REPORT."

Continuing Disclosure

The Authority will covenant for the benefit of the owners and beneficial owners of the Subordinate Series 2019/20 Bonds to annually provide, or cause to be provided, certain financial information and operating data concerning the Authority and the Airport System, and to provide, or cause to be provided, notices of certain enumerated events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System (the "EMMA System") or any successor method designated by the MSRB, pursuant to the requirements of Rule 15c2-12 of the Securities Exchange Commission. See "CONTINUING DISCLOSURE" and "APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE."

Investment Considerations

The purchase and ownership of the Subordinate Series 2019/20 Bonds involve investment risks. Prospective purchasers of the Subordinate Series 2019/20 Bonds should read this Official Statement in its entirety. For a discussion of certain risks relating to the Subordinate Series 2019/20 Bonds, see "CERTAIN INVESTMENT CONSIDERATIONS." See also "DELAYED DELIVERY OF THE SUBORDINATE SERIES 2020 BONDS."

Forward-Looking Statements

The statements contained in this Official Statement that are not purely historical, are forward-looking statements, including statements regarding the Authority's expectations, hopes, intentions or strategies regarding the future. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "project," "forecast," "will likely result," "are expected to," "will continue," "is anticipated," "intend" or other similar words. Prospective investors should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Authority on the date hereof, and the Authority assumes no obligation to update any such forward-looking statements. It is important to note that the Authority's actual financial and operating results likely will differ, and could differ materially, from those in such forward-looking statements.

The forward-looking statements herein are based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including airlines, customers, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority. Any such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

Additional Information

Brief descriptions of the Subordinate Series 2019/20 Bonds, the Senior Indenture, the Subordinate Indenture, the Airline Lease Agreements (as defined herein) and certain other documents are included in this Official Statement and the appendices hereto. Such descriptions do not purport to be comprehensive or definitive. All references herein to such documents and any other documents, statutes, laws, reports or other instruments described herein are qualified in their entirety by reference to each such document, statute, law, report or other instrument. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority since the date hereof. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or owners of any of the Subordinate Series 2019/20 Bonds. The Authority maintains a website, the information on which is not part of this Official Statement, has not and is not incorporated by reference herein, and should not be relied upon in deciding whether to invest in the Subordinate Series 2019/20 Bonds.

PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS

Proceeds from the sale of the Subordinate Series 2019/20 Bonds, along with certain other available moneys of the Authority, will be used to (a) pay and/or reimburse the Authority for the costs of the Subordinate Series 2019 Projects (as described below), (b) redeem $[34,040,000] aggregate principal amount of the Authority's outstanding Subordinate Drawdown Bonds, (c) refund and defease the Refunded Bonds, (d) fund a portion of the interest accruing on the Subordinate Series 2019 Bonds through and including [January/July] 1, 202[__], (e) make a deposit to the Subordinate Reserve Fund, and (f) pay the costs of issuance of the Subordinate Series 2019 Bonds.

Financing of Subordinate Series 2019 Projects, Repayment of Subordinate Revolving Obligations and Redeeming Subordinate Drawdown Bonds

A portion of the proceeds of the Subordinate Series 2019 Bonds will be used to finance the design, construction, improvement and equipping of certain projects included in the Capital Program (the "Subordinate Series 2019 Projects"). The Subordinate Series 2019 Projects include, among others, a new facilities maintenance building, storm water capture and reuse projects, a remain-overnight aircraft parking facility on the north side of SDIA, and various other airfield, terminal and landside projects. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT" and "APPENDIX A—FINANCIAL FEASIBILITY REPORT."

On [January 1, 2020], the Authority expects to redeem all of the $34,040,000 of outstanding Subordinate Drawdown Bonds with a portion of the proceeds of the Subordinate Series 2019 Bonds [and certain other available moneys of the Authority]. The Subordinate Drawdown Bonds previously financed certain projects at the SDIA.

Refunding of Refunded Bonds

A portion of the proceeds of the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds, along with certain other available moneys of the Authority, will be used to (a) current refund and defease all or a portion of the outstanding Subordinate Series 2010A Bonds, which are currently outstanding in the aggregate principal amount of $268,570,000 (the outstanding Subordinate Series 2010A Bonds are described in more detail in the table below), (b) current refund and defease all or a portion of the outstanding Subordinate Series 2010B Bonds, which are currently outstanding in the aggregate principal amount of $32,805,000 (the outstanding Subordinate Series 2010B Bonds are described in more detail in the table below), and (c) advance refund and defease all or a portion of the outstanding Subordinate Series 2010C Bonds, which are currently outstanding in the aggregate principal amount of $215,360,000 (the outstanding Subordinate Series 2010C Bonds are described in more detail in the table below).

Series	Maturity Date (July 1)	Principal Amount	CUSIP Number[1]	Payment/ Redemption Date	Redemption Price
2010A	2020	$ 9,180,000	79739GBL9	July 1, 2020	N/A
2010A	2021	9,640,000	79739GBM7	July 1, 2020	100%
2010A	2022	10,125,000	79739GBN5	July 1, 2020	100
2010A	2023	10,625,000	79739GBP0	July 1, 2020	100
2010A	2024	11,160,000	79739GBQ8	July 1, 2020	100
2010A	2025	11,720,000	79739GBR6	July 1, 2020	100
2010A	2026	12,305,000	79739GBS4	July 1, 2020	100
2010A	2027	12,915,000	79739GBT2	July 1, 2020	100
2010A	2028	13,565,000	79739GBU9	July 1, 2020	100
2010A	2029	14,245,000	79739GBV7	July 1, 2020	100
2010A	2030	14,955,000	79739GBW5	July 1, 2020	100
2010A	2034	61,300,000	79739GBX3	July 1, 2020	100
2010A	2040	76,835,000	79739GBY1	July 1, 2020	100
2010B	2020	1,685,000	79739GCJ3	July 1, 2020	N/A
2010B	2021	1,775,000	79739GCK0	July 1, 2020	100
2010B	2022	1,785,000	79739GCX2	July 1, 2020	100
2010B	2022	50,000	79739GCL8	July 1, 2020	100
2010B	2023	1,775,000	79739GCY0	July 1, 2020	100
2010B	2023	150,000	79739GCM6	July 1, 2020	100
2010B	2024	2,020,000	79739GCN4	July 1, 2020	100
2010B	2025	2,120,000	79739GCP9	July 1, 2020	100
2010B	2026	2,225,000	79739GCQ7	July 1, 2020	100
2010B	2027	2,315,000	79739GCR5	July 1, 2020	100
2010B	2028	2,435,000	79739GCS3	July 1, 2020	100
2010B	2029	2,055,000	79739GDA1	July 1, 2020	100
2010B	2029	500,000	79739GCT1	July 1, 2020	100
2010B	2030	2,675,000	79739GCU8	July 1, 2020	100
2010B	2032	1,390,000	79739GCW4	July 1, 2020	100
2010B	2040	750,000	79739GCV6	July 1, 2020	100
2010B	2040	7,100,000	79739GCZ7	July 1, 2020	100
2010C	2040	215,360,000	79739GBD7	July 1, 2020	100

[1] CUSIP numbers are provided only for the convenience of the reader. Neither the Authority nor the Underwriters undertake any responsibility for the accuracy of such CUSIP numbers or for any changes or errors in the list of CUSIP numbers.

The specific principal amount, if any, of each maturity of (i) the Subordinate Series 2010A Bonds to be refunded (the "Refunded Subordinate Series 2010A Bonds") (ii) the Subordinate Series 2010B Bonds to be refunded (the "Refunded Subordinate Series 2010B Bonds") and (iii) the Subordinate Series 2010C Bonds to be refunded (the "Refunded Subordinate Series 2010C Bonds," and collectively with the Refunded Subordinate Series 2010A Bonds and the Refunded Subordinate Series 2010B Bonds, the "Refunded Bonds") will be determined by the Authority at the time the Authority and the Underwriters sign the Subordinate Series 2019 Purchase Contract (as defined herein) and the Subordinate Series 2020 Forward Delivery Contract (as defined herein). The issuance of the refunding portion of the Subordinate Series 2019A Bonds and any of the Subordinate Series 2020 Bonds and the refunding of the Refunded Bonds are subject to market conditions, and the Authority will only issue the refunding portion of the Subordinate

Series 2019A Bonds and the Subordinate Series 2020 Bonds to refund the Refunded Bonds if such issuance and refunding result in acceptable debt service savings to the Authority.

A portion of the proceeds of the Subordinate Series 2019A Bonds, together with certain available moneys of the Authority, will be deposited into an escrow fund for the Refunded Subordinate Series 2010C Bonds (the "Subordinate Series 2010C Escrow Fund") to be established under the terms of an escrow agreement to be entered into by the Authority and the Subordinate Trustee. Certain amounts deposited into the Subordinate Series 2010C Escrow Fund will be invested in direct, noncallable obligations of the United States Treasury and all remaining amounts deposited into the Subordinate Series 2010C Escrow Fund will be held uninvested in cash. Amounts on deposit in the Subordinate Series 2010C Escrow Fund will be used on (a) January 1, 2020 to pay the interest on the Refunded Subordinate Series 2010C Bonds, and (b) July 1, 2020 to pay the redemption price of and interest on the Refunded Subordinate Series 2010C Bonds.

A portion of the proceeds of the Subordinate Series 2020 Bonds, together with certain available moneys of the Authority, will be deposited into separate escrow funds for the Refunded Subordinate Series 2010A Bonds and the Refunded Subordinate Series 2010B Bonds (the "Subordinate Series 2010A/B Escrow Funds") to be established under the terms of an escrow agreement to be entered into by the Authority and the Subordinate Trustee. Certain amounts deposited into the Subordinate Series 2010A/B Escrow Funds will be invested in direct, noncallable obligations of the United States Treasury and all remaining amounts deposited into the Subordinate Series 2010A/B Escrow Funds will be held uninvested in cash. Amounts on deposit in the Subordinate Series 2010A/B Escrow Funds will be used on July 1, 2020 to pay the principal or redemption price of and interest on the Refunded Subordinate Series 2010A Bonds and the Refunded Subordinate Series 2010B Bonds.

Upon delivery of the Subordinate Series 2019 Bonds, Robert Thomas CPA, LLC, certified public accountants (the "Verification Agent"), will deliver a report stating that it has verified the mathematical accuracy of the computations contained in the schedules provided by [_____] to determine that the amounts to be held in the Subordinate Series 2010C Escrow Fund will be sufficient to pay the interest on the Refunded Subordinate Series 2010C Bonds on January 1, 2020 and the redemption price of and interest on the Refunded Subordinate Series 2010C Bonds on July 1, 2020. Additionally, the Verification Agent will deliver a report stating that it has verified the mathematical accuracy of the computations contained in the schedules provided by [_____] to determine that the amounts to be held in the Subordinate Series 2010A/B Escrow Funds will be sufficient to pay the principal and redemption price of and interest on the Refunded Subordinate Series 2010A Bonds and the Refunded Subordinate Series 2010B Bonds on July 1, 2020. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

Estimated Sources and Uses of Funds

The following tables sets forth the estimated sources and uses of funds in connection with the issuance of the Subordinate Series 2019/20 Bonds:

	Subordinate Series 2019A Bonds	Subordinate Series 2019B Bonds	Total
Sources			
Principal Amount			
Original Issue Premium/(Discount)			
[Other Moneys]			
Total Sources			
Uses			
Deposit to Construction Funds			
Redemption of Subordinate Drawdown Bonds			
Deposit to Subordinate Series 2010C Escrow Fund			
Deposit to Capitalized Interest Accounts[1]			
Deposit to Subordinate Reserve Fund			
Costs of Issuance[2]			
Total Uses			

[1] Represents a portion of the interest accruing on the Subordinate Series 2019 Bonds through [January/July] 1, 202[__].
[2] Includes Underwriters' discount, legal and other costs of issuance.

	Subordinate Series 2020A Bonds	Subordinate Series 2020B Bonds	Subordinate Series 2020C Bonds	Total
Sources				
Principal Amount				
Original Issue Premium/(Discount)				
[Other Moneys]				
Total Sources				
Uses				
Deposit to Subordinate Series 2010A Escrow Fund				
Deposit to Subordinate Series 2010B Escrow Fund				
Deposit to Subordinate Reserve Fund				
Costs of Issuance[1]				
Total Uses				

[1] Includes Underwriters' discount, legal and other costs of issuance.

DELAYED DELIVERY OF THE SUBORDINATE SERIES 2020 BONDS

The Authority and the Underwriters will enter into a Forward Delivery Purchase Contract (the "Subordinate Series 2020 Forward Delivery Contract") with respect to the Subordinate Series 2020 Bonds. Subject to the terms of the Subordinate Series 2020 Forward Delivery Contract, the Authority expects to deliver the Subordinate Series 2020 Bonds, in book-entry form through the facilities of DTC, on or about April [8], 2020 (such date, or such later date as is agreed to by the Authority and Citigroup Global Markets Inc. (the "Representative") for delivery of the Subordinate Series 2020 Bonds, is referred to herein as the

"2020 Settlement Date"), for the account of the Underwriters identified in the Subordinate Series 2020 Forward Delivery Contract.

The obligation of the Underwriters to purchase the Subordinate Series 2020 Bonds from the Authority is subject to the satisfaction of certain conditions, as outlined in the Subordinate Series 2020 Forward Delivery Contract, on December [11], 2019, or such later date as is agreed to by the Authority and the Representative (the "Preliminary Closing Date") and on the 2020 Settlement Date. The conditions to be satisfied on the Preliminary Closing Date and the 2020 Settlement Date are, in general, comparable to those in connection with a bond closing that utilizes a standard time period between the sale date and the settlement date. Because of the forward delivery of the Subordinate Series 2020 Bonds, there are certain additional termination rights and settlement conditions that are not generally present in a bond transaction that does not involve a forward delivery. Certain of those rights and conditions are summarized below. [All of the termination rights and settlement conditions with respect to the Subordinate Series 2020 Bonds are set forth in] the Investor Delayed Delivery Contract, a form of which is included as Appendix H to this Official Statement (the "Investor Delayed Delivery Contract").

BY PLACING AN ORDER WITH THE UNDERWRITERS FOR THE PURCHASE OF THE SUBORDINATE SERIES 2020 BONDS, THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE SUBORDINATE SERIES 2020 BONDS ARE BEING SOLD ON A "FORWARD" BASIS AND THAT THE PURCHASER IS OBLIGATED TO ACCEPT DELIVERY OF AND PAY FOR THE SUBORDINATE SERIES 2020 BONDS ON THE 2020 SETTLEMENT DATE SUBJECT TO THE CONDITIONS IN THE INVESTOR DELAYED DELIVERY CONTRACT, AND THAT EACH PURCHASER IS REQUIRED TO SIGN, AND DELIVER TO THE REPRESENTATIVE, AN INVESTOR DELAYED DELIVERY CONTRACT AS A CONDITION TO ANY SUBORDINATE SERIES 2020 BONDS BEING ALLOCATED TO SUCH PURCHASER. ADDITIONALLY, EACH PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SALE OF THE SUBORDINATE SERIES 2020 BONDS BY THE PURCHASER FROM THE DATE OF THIS OFFICIAL STATEMENT THROUGH THE 2020 SETTLEMENT DATE MUST BE ACCOMPANIED BY AN INVESTOR DELAYED DELIVERY CONTRACT EXECUTED BY THE NEW PURCHASER, TOGETHER WITH DELIVERY OF THIS OFFICIAL STATEMENT TO THE NEW PURCHASER.

Termination Rights of Underwriters

Under the Subordinate Series 2020 Forward Delivery Contract, at any time between the Preliminary Closing Date and the 2020 Settlement Date, the Underwriters may terminate their obligation to purchase the Subordinate Series 2020 Bonds under the Subordinate Series 2020 Forward Delivery Contract, by notifying the Authority, if any of the following shall have occurred and be continuing as of the date of termination:

(a) a Change of Law (as defined below) shall have occurred;

(b) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation which, if enacted in the form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Authority or causing interest on the Subordinate Series 2020 Bonds to be includable in whole or in part in gross income for purposes of federal income taxation;

(c) for any other reason on the 2020 Settlement Date, Kutak Rock LLP, Bond Counsel to the Authority, cannot issue its opinion substantially in the form and to the effect attached as Appendix E-2 to this Official Statement;

(d) this Official Statement, as may be amended and supplemented, as of its date or as of the Settlement Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(e) legislation shall be enacted, or a decision by a court of the United States shall be rendered, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which has the effect of requiring the Subordinate Series 2020 Bonds to be registered under the Securities Act of 1933, as amended, or requires the qualification of the Subordinate Indenture under the Trust Indenture Act of 1939, as amended;

(f) for any reason, including a Change in Law, the issuance, offering, or sale of the Subordinate Series 2020 Bonds as contemplated by the Subordinate Series 2020 Forward Delivery Contract or by this Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended;

(g) a general banking moratorium has been declared by federal, New York or California authorities and it is in effect as of the 2020 Settlement Date;

(h) a material event of default has occurred and is continuing on the 2020 Settlement Date under the Subordinate Indenture; or

(i) as of the 2020 Settlement Date, the Subordinate Series 2020 Bonds are not rated (or any rating is suspended) by either S&P Global Ratings or Fitch Ratings .

"Change of Law" is defined in the Subordinate Series 2020 Forward Delivery Contract as (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies, (ii) any legislation enacted by the Congress of the United States or recommended for passage by the President of the United States (if such enacted legislation or recommended legislation has a proposed effective date which is on or before the 2020 Settlement Date), (iii) any law, rule or regulation enacted by any governmental body, department or agency (if such enacted law, rule or regulation has a proposed effective date which is on or before the 2020 Settlement Date), or (iv) any judgment, ruling or order issued by any court or administrative body, which in any such case, would, (A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) their purchase of the Subordinate Series 2020 Bonds as provided in the Subordinate Series 2020 Forward Delivery Contract or their sale of the Subordinate Series 2020 Bonds or beneficial ownership interests therein to the public, or (B) as to the Authority, make illegal the issuance, sale or delivery of the Subordinate Series 2020 Bonds (or have the retroactive effect of making illegal such issuance, sale or delivery, if enacted, adopted, passed or finalized).

Authority Not a Party to Investor Delayed Delivery Contracts

The Underwriters have advised the Authority that the Subordinate Series 2020 Bonds will be sold only to Purchasers who execute an Investor Delayed Delivery Contract with the Underwriters substantially in the form of Appendix H attached hereto. The Investor Delayed Delivery Contract restricts the ability of Purchasers of the Subordinate Series 2020 Bonds to transfer their interests in the Subordinate Series 2020 Bonds prior to the 2020 Settlement Date and no representation is made that any such transfer will be permitted. The Authority is not a party to the Investor Delayed Delivery Contracts and is not in any way responsible for the performance thereof or for any representations or warranties contained therein. The

rights and obligations of the Authority and the Underwriters under the Subordinate Series 2020 Forward Delivery Contract are not conditioned or dependent upon the performance of any Investor Delayed Delivery Contract.

Certain Risks Related to the Delayed Delivery

During the period of time between the date of this Official Statement and the 2020 Settlement Date, certain information contained in this Official Statement could change in a material respect. Any changes in such information will not permit the Underwriters to terminate the Subordinate Series 2020 Forward Delivery Contract or release the Purchasers from their commitments to purchase the Subordinate Series 2020 Bonds unless the change reflects an event described under "Termination Rights of Underwriters" above. Under certain circumstances, the Authority has agreed to amend or supplement this Official Statement with an updated Official Statement not more than 25 days or less than 10 days prior to the 2020 Settlement Date. Although the Authority is not aware, as of the date of this Official Statement, of any information that would lead it to believe that it will be unable to satisfy its obligations under the Subordinate Series 2020 Forward Delivery Contract on the 2020 Settlement Date, no assurances can be made that, as of the 2020 Settlement Date: (a) there will have been no Change of Law; (b) the facts and circumstances that are material to one or more of the required legal opinions will not differ from the facts and circumstances as of the Preliminary Closing Date, or (c) that all necessary certifications and representations can or will be delivered and made in connection with the proposed issuance and delivery of the Subordinate Series 2020 Bonds. As a consequence of any of the foregoing or other unforeseen events, including the events described below, one or more of the conditions required to be met by the Authority on the 2020 Settlement Date, as set forth in the Subordinate Series 2020 Bonds Forward Delivery Contract, may not be met, with the possible result that the Subordinate Series 2019 Bonds will not be issued by the Authority.

NONE OF THE UNDERWRITERS (NOR, IN TURN, THE PURCHASERS OF THE SUBORDINATE SERIES 2020 BONDS) MAY REFUSE TO PURCHASE THE SUBORDINATE SERIES 2020 BONDS BY REASON OF GENERAL MARKET OR CREDIT CHANGES, INCLUDING, BUT NOT LIMITED TO, (A) CHANGES IN THE RATINGS ASSIGNED TO THE SUBORDINATE SERIES 2020 BONDS ON THE PRELIMINARY CLOSING DATE OR (B) CHANGES IN THE FINANCIAL CONDITION, OPERATIONS, PERFORMANCE, PROPERTIES OR PROSPECTS OF THE AUTHORITY PRIOR TO THE 2020 SETTLEMENT DATE.

IN ADDITION TO THE RISKS SET FORTH ABOVE, PURCHASERS OF THE SUBORDINATE SERIES 2020 BONDS ARE SUBJECT TO CERTAIN ADDITIONAL RISKS, SOME OF WHICH ARE DESCRIBED BELOW, AND WHICH WILL NOT CONSTITUTE GROUNDS FOR PURCHASERS TO REFUSE TO ACCEPT DELIVERY OF AND PAY FOR THE SUBORDINATE SERIES 2020 BONDS.

Ratings Risk. Issuance of the Subordinate Series 2020 Bonds and the Underwriters' obligations under the Subordinate Series 2020 Forward Delivery Contract are not conditioned upon the assignment of any particular ratings for the Subordinate Series 2020 Bonds or the maintenance of the ratings assigned to the Subordinate Series 2020 Bonds as of the Preliminary Closing Date. A change in ratings does not entitle the Underwriters to terminate the Subordinate Series 2020 Forward Delivery Contract or release the Underwriters from their obligations to purchase the Subordinate Series 2020 Bonds from the Authority and in turn the obligation of the Purchasers to purchase the Subordinate Series 2020 Bonds from the Underwriters.

Secondary Market Risk. The Underwriters are not obligated to make a secondary market in the Subordinate Series 2020 Bonds and no assurances can be given that a secondary market will exist for the

Subordinate Series 2020 Bonds between the date of this Official Statement and the 2020 Settlement Date (the "Delayed Delivery Period"). Purchasers of the Subordinate Series 2020 Bonds should assume that the Subordinate Series 2020 Bonds will be illiquid throughout the Delayed Delivery Period.

Market Value Risk. The market value of the Subordinate Series 2020 Bonds as of the 2020 Settlement Date may be affected by a variety of factors including, without limitation, general market conditions, the ratings then assigned to the Subordinate Series 2020 Bonds, the financial condition and business operations of the Authority and SDIA and federal, state and local income tax and other laws. The market value of the Subordinate Series 2020 Bonds as of the 2020 Settlement Date could therefore be higher or lower than the price to be paid by the initial purchasers of the Subordinate Series 2020 Bonds and that difference could be substantial. The Underwriters will nevertheless be obligated to take delivery of and pay for the Subordinate Series 2020 Bonds if the 2020 Settlement Date conditions in the Subordinate Series 2020 Forward Delivery Contract are satisfied. Neither the Authority nor the Underwriters make any representation as to the expected market price of the Subordinate Series 2020 Bonds as of the 2020 Settlement Date. Further, no assurance can be given that the introduction or enactment of any future legislation will not affect the market price for the Subordinate Series 2020 Bonds as of the 2020 Settlement Date or thereafter or not have a materially adverse impact on any secondary market for the Subordinate Series 2020 Bonds.

Tax Law Risk. Subject to the additional conditions of settlement described above, the Subordinate Series 2020 Forward Delivery Contract obligates the Authority to deliver and the Underwriters to purchase and accept delivery of the Subordinate Series 2020 Bonds if the Authority delivers an opinion of Bond Counsel with respect to the Subordinate Series 2020 Bonds substantially in the form and to the effect as set forth in "APPENDIX E-2—PROPOSED FORM OF BOND COUNSEL'S OPINION REGARDING THE SUBORDINATE SERIES 2020 BONDS." During the Delayed Delivery Period, new legislation, new court decisions, new regulations, or new rulings may be enacted, delivered, or promulgated, or existing law, including regulations adopted pursuant thereto, may be interpreted in a manner that might prevent Bond Counsel from rendering its opinion or otherwise affect the substance of such opinion.

DESCRIPTION OF THE SUBORDINATE SERIES 2019/20 BONDS

General

The Subordinate Series 2019/20 Bonds will bear interest at the rates and mature on the dates set forth on the inside cover pages of this Official Statement. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Subordinate Series 2019/20 Bonds will be dated their respective dates of delivery, and will bear interest from such dates, payable semi-annually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing on [July 1, 2020]. Interest due and payable on the Subordinate Series 2019/20 Bonds on any Interest Payment Date will be paid to the registered owner as of the Record Date (Cede & Co., so long as the book-entry system with DTC is in effect). Each Subordinate Series 2019/20 Bond will bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Subordinate Series 2019/20 Bond will bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Subordinate Series 2019/20 Bond will bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before [June] 15, 2020, in which event such Subordinate Series 2019/20 Bond will bear interest from its respective date of delivery. If interest on the Subordinate Series 2019/20 Bonds is in default, Subordinate Series 2019/20 Bonds issued in exchange for Subordinate Series 2019/20 Bonds surrendered for transfer or exchange will bear interest from the Interest Payment Date to which interest has been paid in full on the Subordinate Series 2019/20 Bonds surrendered.

The Subordinate Series 2019/20 Bonds will be issued in denominations of $5,000 or integral multiples thereof. The Subordinate Series 2019/20 Bonds will be issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee of DTC. DTC will act as securities depository for the Subordinate Series 2019/20 Bonds. Individual purchases may be made in book-entry-form only. Purchasers will not receive certificates representing their interest in the Subordinate Series 2019/20 Bonds purchased. So long as Cede & Co., as a nominee of DTC, is the registered owner of the Subordinate Series 2019/20 Bonds, references herein to the Holders or registered owners means Cede & Co., and does not mean the Beneficial Owners of the Subordinate Series 2019/20 Bonds.

So long as Cede & Co. is the registered owner of the Subordinate Series 2019/20 Bonds, principal of and interest on the Subordinate Series 2019/20 Bonds will be payable by wire transfer by the Subordinate Trustee to Cede & Co., as nominee for DTC, which is required, in turn, to remit such amounts to the DTC Participants, for subsequent disbursement to the Beneficial Owners. See "APPENDIX G—BOOK-ENTRY-ONLY SYSTEM."

Redemption Provisions

Optional Redemption. The Subordinate Series 2019/20 Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity. The Subordinate Series 2019/20 Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after _____ 1, 20__ at a redemption price equal to 100% of the principal amount of the Subordinate Series 2019/20 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Subordinate Series 2019A Bonds maturing on July 1, 20__ (the "Subordinate Series 2019A Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

[†] Final Maturity.

The Subordinate Series 2019B Bonds maturing on July 1, 20__ (the "Subordinate Series 2019B Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

† Final Maturity.

The Subordinate Series 2020A Bonds maturing on July 1, 20__ (the "Subordinate Series 2020A Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

† Final Maturity.

The Subordinate Series 2020B Bonds maturing on July 1, 20__ (the "Subordinate Series 2020B Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

† Final Maturity.

The Subordinate Series 2020C Bonds maturing on July 1, 20__ (the "Subordinate Series 2020C Term Bonds," and collectively with the Subordinate Series 2019A Term Bonds, the Subordinate Series 2019B Term Bonds, the Subordinate Series 2020A Term Bonds and the Subordinate Series 2020B Term Bonds, the "Subordinate Series 2019/20 Term Bonds") are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

† Final Maturity.

At the option of the Authority, to be exercised by delivery of a written certificate to the Subordinate Trustee on or before the 60th day next preceding any mandatory sinking fund redemption date for the Subordinate Series 2019/20 Term Bonds, it may (a) deliver to the Subordinate Trustee for cancellation Subordinate Series 2019/20 Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by the Authority or (b) specify a principal amount of Subordinate Series 2019/20 Term Bonds or portions thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Subordinate Trustee at the request of the Authority and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Subordinate Series 2019/20 Term Bond or portion thereof so purchased or otherwise acquired or redeemed and delivered to the Subordinate Trustee for cancellation will be credited by the Subordinate Trustee at 100% of the principal amount thereof against the obligation of the Authority to pay the principal of such applicable Subordinate Series 2019/20 Term Bond on such mandatory sinking fund redemption date.

Notices of Redemption to Holders; Conditional Notice of Optional Redemption. The Subordinate Trustee will give notice of redemption, in the name of the Authority, to Holders affected by redemption (or DTC, so long as the book-entry system with DTC is in effect) at least 30 days but not more than 60 days before each redemption date and send such notice of redemption by first class mail (or with respect to Subordinate Series 2019/20 Bonds held by DTC via electronic means or by an express delivery service for delivery on the next following Business Day or by such other means as permitted or required by DTC's procedures) to each Holder of a Subordinate Series 2019/20 Bond to be redeemed; each such notice will be sent to the Holder's registered address.

Each notice of redemption will specify the Series, the issue date, the maturity date, the interest rate and the CUSIP number of each Subordinate Series 2019/20 Bond to be redeemed, if less than all Subordinate Series 2019/20 Bonds of a Series, maturity date and interest rate are called for redemption the numbers assigned to the Subordinate Series 2019/20 Bonds to be redeemed, the principal amount to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Subordinate Trustee's name, that payment will be made upon presentation and surrender of the Subordinate Series 2019/20 Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue.

Failure to give any required notice of redemption as to any particular Subordinate Series 2019/20 Bond will not affect the validity of the call for redemption of any Subordinate Series 2019/20 Bonds in respect of which no failure occurs. Any notice sent as provided in the Subordinate Indenture will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Subordinate Series 2019/20 Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. Provided funds are deposited with the Subordinate Trustee sufficient for redemption, interest on the Subordinate Series 2019/20 Bonds to be redeemed will cease to accrue on and after the date fixed for redemption.

The Authority may provide that, if at the time of mailing of notice of an optional redemption there has not been deposited with the Subordinate Trustee moneys sufficient to redeem all the Subordinate Series 2019/20 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Subordinate Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice will be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption will be cancelled and on such cancellation date notice of such cancellation will be mailed to the Holders of such Subordinate Series 2019/20 Bonds called for redemption.

Effect of Redemption. On the date so designated for redemption, notice having been given in the manner and under the conditions provided in the Subordinate Indenture and as described above and sufficient moneys for payment of the redemption price being held in trust to pay the redemption price, the Subordinate Series 2019/20 Bonds called for redemption will become and be due and payable on the redemption date, interest on such Subordinate Series 2019/20 Bonds will cease to accrue from and after such redemption date, such Subordinate Series 2019/20 Bonds will cease to be entitled to any lien, benefit or security under the Subordinate Indenture and the Holders of such Subordinate Series 2019/20 Bonds will have no rights in respect thereof except to receive payment of the redemption price. Subordinate Series 2019/20 Bonds which have been duly called for redemption and for which moneys for the payment of the redemption price are held in trust for the Holders thereof, all as provided in the Sixth Supplemental Subordinate Indenture, will not be deemed to be Outstanding under the provisions of the Subordinate Indenture.

Selection of Subordinate Series 2019/20 Bonds for Redemption; Subordinate Series 2019/20 Bonds Redeemed in Part. Redemption of the Subordinate Series 2019/20 Bonds will only be in Authorized Denominations. The Subordinate Series 2019/20 Bonds are subject to redemption in such order of maturity and interest rate within a Series (except mandatory sinking fund payments on the Subordinate Series 2019/20 Term Bonds) as the Authority may direct, and by lot within such maturity and interest rate selected in such manner as the Subordinate Trustee (or DTC, as long as DTC is the securities depository for the Subordinate Series 2019/20 Bonds), deems appropriate.

Except as otherwise provided under the procedures of DTC, on or before the 45th day prior to any mandatory sinking fund redemption date, the Subordinate Trustee will proceed to select for redemption (by lot in such manner as the Subordinate Trustee may determine), from the applicable Subordinate Series 2019/20 Term Bonds subject to such redemption, an aggregate principal amount of such applicable Subordinate Series 2019/20 Term Bonds equal to the amount for such year as set forth in the applicable table under "Mandatory Sinking Fund Redemption" above and will call such Subordinate Series 2019/20 Term Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such call.

SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS

Flow of Funds

The application of Revenues of the Authority is governed by the Master Senior Indenture and the Subordinate Indenture. Pursuant to the Master Senior Indenture, the Authority covenanted to establish and maintain an account designated as the "Revenue Account" within the Revenue Fund and to deposit all Revenues, when and as received, in the Revenue Account.

"Revenues" are generally defined in the Master Senior Indenture to mean, except to the extent specifically excluded therefrom, all income, receipts, earnings and revenues received by the Authority from the operation and ownership of the Airport System, as determined in accordance with generally accepted

accounting principles, as modified from time to time, including, but not limited to: (a) rates, tolls, fees, rentals, charges and other payments made to or owed to the Authority for the use or availability of the Airport System; and (b) amounts received or owed from the sale or provision of supplies, materials, goods and services provided by or made available by the Authority, including rental or business interruption insurance proceeds received by, held by, accrued to or entitled to be received by the Authority or any successor thereto from the possession, management, charge, superintendence and control of the Airport System and its related facilities or activities and undertakings related thereto or from any other facilities wherever located with respect to which the Authority receives payments which are attributable to the Airport System or activities or undertakings related thereto. Revenues also include amounts received from tenants representing the principal portion of payments received pursuant to certain self-liquidating lease agreements, all income, receipts and earnings (except any earnings allowed to be pledged by the terms of a supplemental indenture to fund a construction fund) from the investment of amounts held in the Revenue Account, any construction fund, any debt service fund (except Capitalized Interest on deposit therein), any debt service reserve fund and such additional revenues, if any, as are designated as "Revenues" under the terms of a supplemental indenture. Unless otherwise designated as "Revenues" under the terms of a Supplemental Senior Indenture or pursuant to a certificate of the Authority, PFCs, grants and other charges authorized by federal and/or State laws or regulations to be assessed to fund specific programs at the Airport System, Capitalized Interest, Customer Facility Charges ("CFCs"), and the cash subsidy payments the Authority receives from the United States Treasury equal to a portion of the interest payable on the Subordinate Series 2010C Bonds (the "Federal Direct Payments") are specifically excluded from Revenues. The Authority has not designated, pursuant to a Supplemental Senior Indenture or a certificate of the Authority, PFCs, grants and other charges authorized by federal and/or State laws or regulations to be assessed to fund specific programs at the Airport System, Capitalized Interest, CFCs or Federal Direct Payments as Revenues. However, the Authority expects to apply a portion of the PFCs it receives to the payment of debt service on the Senior Series 2013 Bonds, the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds (see "—Use of PFCs to Pay Debt Service" below). Additionally, although not included in Revenues, the Capitalized Interest on deposit in the debt service funds for the Subordinate Series 2019A Bonds and the Subordinate Series 2019B Bonds is subject to a lien on and security interest in favor of the Holders of the Subordinate Series 2019A Bonds and the Subordinate Series 2019B Bonds, respectively.

Pursuant to the Master Senior Indenture, all Revenues will be deposited in the Revenue Account and will be set aside for the payment of the following amounts or deposited or transferred to the following funds and subaccounts in the order listed:

(1) *Operation and Maintenance Subaccount*. On or prior to the 20th day of each month, the Authority will deposit in the Operation and Maintenance Subaccount an amount equal to one-twelfth of the estimated Operation and Maintenance Expenses of the Airport System for the then current Fiscal Year as set forth in the budget of the Authority for such Fiscal Year as finally approved by the Authority. In the event that the balance in the Operation and Maintenance Subaccount at any time is insufficient to make any required payments therefrom, additional amounts at least sufficient to make such payments will immediately be deposited in the Operation and Maintenance Subaccount from the Revenue Account, and such additional amounts will be credited against the next succeeding monthly deposit from the Revenue Account.

(2) *Senior Debt Service Funds*. On or prior to the 15th day of each calendar month, Revenues will be transferred by the Authority to the Senior Trustee for deposit in the debt service funds established in respect of each series of Senior Bonds (the "Senior Debt Service Funds") equal to: (a) 1/6 of the interest coming due on the Senior Bonds on the next interest payment date for the Senior Bonds, provided that at least the full amount required to pay the interest on the Senior Bonds, as it becomes due, will be set aside in the Senior Debt Service Funds by not later than the 15th day

of the month prior to the date each installment of interest becomes due, (b) 1/12 of the principal amount of the Senior Bonds maturing on the next principal payment date, provided that at least the full amount required to pay the principal amount of the Senior Bonds, as it becomes due, will be set aside in the Senior Debt Service Funds by not later than the 15th day of the month prior to the date such principal amount becomes due, and (c) 1/12 of the sinking installment payments, if any, with respect to the Senior Bonds subject to mandatory sinking fund redemption (the "Senior Term Bonds") on the next redemption date, provided that at least the full amount required to pay the sinking installment payment, if any, with respect to the Senior Term Bonds will be set aside in the Senior Debt Service Funds by not later than the 15th day of the month prior to the date such sinking installment payment becomes due. Additionally, if provided for in a Supplemental Senior Indenture, regularly scheduled swap payments on a qualified swap may be payable from Net Revenues on a parity basis with the outstanding Senior Bonds.

(3) *Senior Debt Service Reserve Funds*. A sufficient amount of Revenues will be transferred by the Authority, without priority and on an equal basis, except as to timing of payment to the Senior Trustee for deposit into the respective debt service reserve funds established pursuant to the Senior Indenture, if any, at the times and in such amounts as required to be used to pay or replenish such debt service reserve funds or reimburse a credit provider of a debt service reserve fund surety. As of the date of this Official Statement, the debt service reserve fund for the Senior Series 2013 Bonds is the only debt service reserve fund established for Senior Bonds.

(4) *Subordinate Obligations Debt Service Funds*. On or prior to the 20th day of each calendar month, Revenues will be transferred by the Authority to the Subordinate Trustee for deposit in the debt service funds established in respect of each series of Subordinate Obligations (the "Subordinate Debt Service Funds") equal to: (a) 1/6 of the interest coming due on the Subordinate Obligations on the next interest payment date for the Subordinate Obligations, provided that at least the full amount required to pay the interest on the Subordinate Obligations, as it becomes due, will be set aside in the Subordinate Debt Service Funds by not later than the 20th day of the month prior to the date each installment of interest becomes due, (b) 1/12 of the principal amount of the Subordinate Obligations maturing on the next principal payment date, provided that at least the full amount required to pay the principal amount of the Subordinate Obligations, as it becomes due, will be set aside in the Subordinate Debt Service Funds by not later than the 20th day of the month prior to the date such principal amount becomes due, and (c) 1/12 of the sinking installment payments, if any, with respect to the Subordinate Obligations subject to mandatory sinking fund redemption (the "Subordinate Term Obligations") on the next redemption date, provided that at least the full amount required to pay the sinking installment payment, if any, with respect to the Subordinate Term Obligations will be set aside in the Subordinate Debt Service Funds by not later than the 20th day of the month prior to the date such sinking installment payment becomes due.

(5) *Subordinate Obligations Debt Service Reserve Funds*. On or prior to the 20th day of each month, upon any deficiency in any debt service reserve fund established by or for the benefit of the Authority in connection with the Subordinate Obligations, the Authority will deposit in such debt service reserve fund an amount equal to: (a) one-twelfth of the aggregate amount of each unreplenished prior withdrawal from such debt service reserve fund; and (b) the full amount of any deficiency in such debt service reserve fund due to any required valuations of the investments in such debt service reserve fund until the balance in such debt service reserve fund is at least equal to the debt service reserve requirement with respect to such Subordinate Obligations. See "— Subordinate Reserve Fund" below.

(6) *Operation and Maintenance Reserve Subaccount.* On or prior to the 20th day of each month, to the payment of the amounts required to be deposited in the Operation and Maintenance Reserve Subaccount which are payable from Net Revenues as specified in the Master Senior Indenture.

(7) *Renewal and Replacement Subaccount*. On or prior to the 20th day of each month, to the payment of the amounts required to be deposited in the Renewal and Replacement Subaccount as specified in the Master Senior Indenture.

All moneys and investments on deposit in the Revenue Account and not on deposit in any of the funds or subaccounts provided for as described in (1) through (7) above, are required under the Master Senior Indenture, on the last Business Day of each Fiscal Year, to be transferred from the Revenue Account to the Revenue Fund, unless and to the extent the Authority directs otherwise.

Following is a graphic description of the flow of funds described above, and the flow of PFC Revenues. See "—Use of PFCs to Pay Debt Service."

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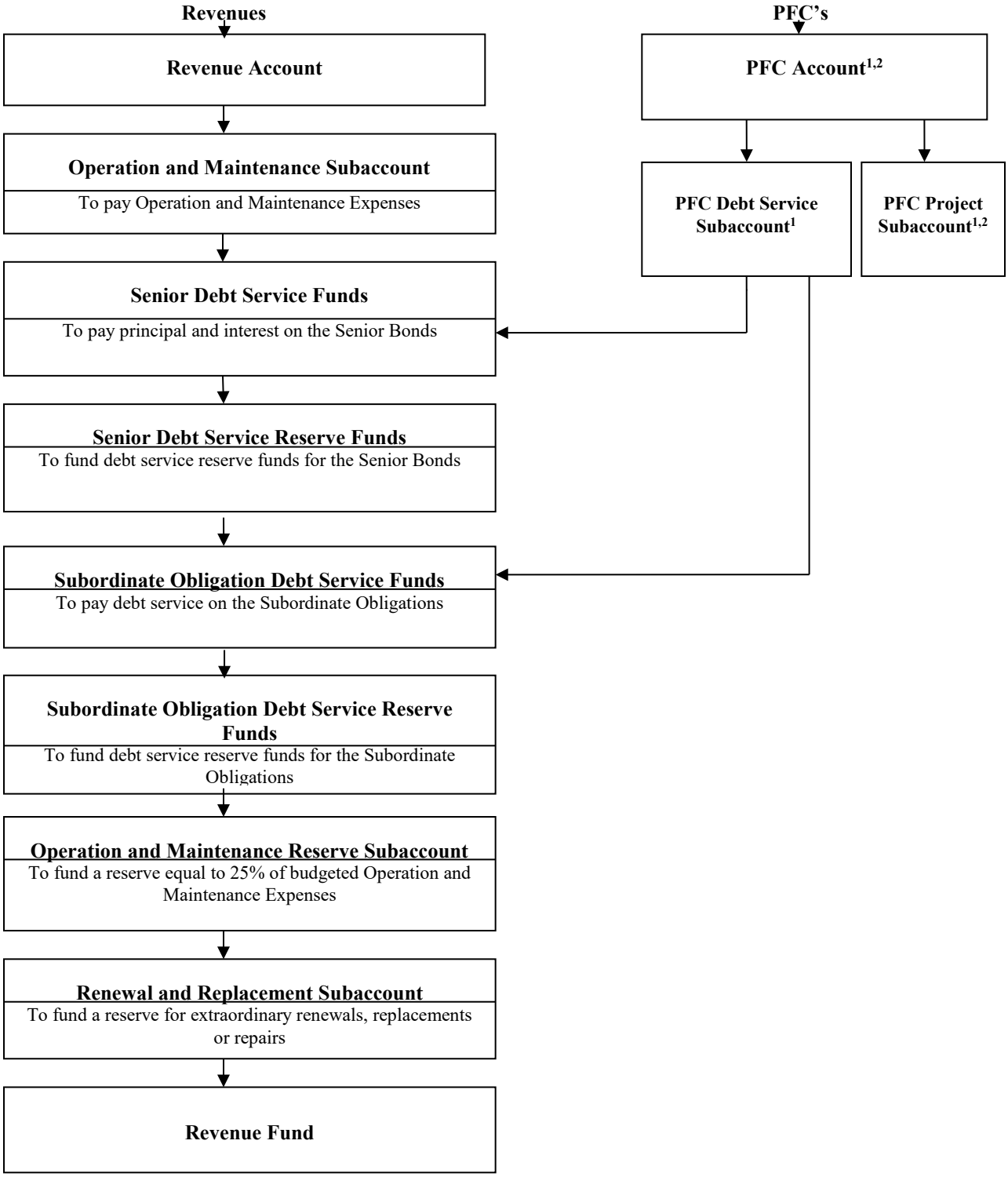
San Diego County Regional Airport Authority
Flow Of Funds



[1] Revenues do not include PFC revenues unless otherwise included in Revenues pursuant to a Supplemental Senior Indenture or a certificate of the Authority; which has not occurred as of the date of this Official Statement.

Pledge of Subordinate Net Revenues

The Subordinate Series 2019/20 Bonds are special obligations of the Authority payable solely from and secured by a pledge of Subordinate Net Revenues. The Subordinate Series 2019/20 Bonds also are secured by a pledge of amounts held by the Subordinate Trustee in certain funds and accounts pursuant to the Subordinate Indenture, as further described herein.

"Subordinate Net Revenues" are, for any given period, Revenues for such period, less all amounts which are required to be used to pay the Operation and Maintenance Expenses of the Airport System for such period, the debt service on the Senior Bonds for such period, and the reserve and replenishment requirements on and relating to the Senior Bonds for such period, if any. See "—Flow of Funds" above.

"Operation and Maintenance Expenses of the Airport System" are, for any given period, the total operation and maintenance expenses of the Airport System as determined in accordance with generally accepted accounting principles as in effect from time to time, excluding depreciation expense and any operation and maintenance expenses of the Airport System payable from moneys other than Revenues (including, but not limited to, any non-cash items that are required to be treated as operation and maintenance expenses of the Airport System in accordance with generally accepted accounting principles).

None of the properties of the Airport System are subject to any mortgage or other lien for the benefit of the owners of the Subordinate Series 2019/20 Bonds, and neither the full faith and credit nor the taxing power of the Authority, the City, the County, the State or any political subdivision or agency of the State is pledged to the payment of the principal of or interest on the Subordinate Series 2019/20 Bonds.

Subordinate Net Revenues are available for the equal and proportionate benefit and security of all Subordinate Obligations (including the Subordinate Series 2019/20 Bonds). The Subordinate Series 2019/20 Bonds are secured by a pledge of and lien on Subordinate Net Revenues on parity with the Existing Subordinate Bonds, the Subordinate Revolving Obligations, the Subordinate Drawdown Bonds and any Additional Subordinate Obligations issued in the future. See "—Additional Subordinate Obligations" below.

Subordinate Rate Covenant

(a) Under the Master Subordinate Indenture, the Authority has covenanted that while any Subordinate Obligations remain Outstanding (but subject to all prior existing contracts and legal obligations of the Authority), it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport System and for services rendered in connection therewith, so that Subordinate Net Revenues in each Fiscal Year will be at least equal to the following amounts:

(i) the interest on and principal of the Outstanding Subordinate Obligations required to be funded by the Authority in such Fiscal Year as required by the Master Subordinate Indenture or any Supplemental Subordinate Indenture with respect to the Outstanding Subordinate Obligations;

(ii) the required deposits to any Subordinate Debt Service Reserve Fund which may be established by a Supplemental Subordinate Indenture;

(iii) the reimbursement owed to any Credit Provider or Liquidity Provider as required by a Supplemental Subordinate Indenture;

(iv) the interest on and principal of any indebtedness required to be funded during such Fiscal Year other than Special Facility Obligations, Senior Bonds and Outstanding Subordinate Obligations, but including obligations issued with a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations; and

(v) payments of any reserve requirement for debt service for any indebtedness other than Senior Bonds and Outstanding Subordinate Obligations, but including obligations issued with a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations.

(b) The Authority has further agreed that it will establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport System and for services rendered in connection therewith, so that during each Fiscal Year the Subordinate Net Revenues will be equal to at least 110% of the total Subordinate Annual Debt Service on the Outstanding Subordinate Obligations for such Fiscal Year.

The Authority has covenanted that if Subordinate Net Revenues in any Fiscal Year are less than the amounts described in paragraphs (a) and (b) above, the Authority will retain and direct a Consultant to make recommendations as to the revision of the Authority's business operations and its schedule of rentals, rates, fees and charges for the use of the Airport System and for services rendered by the Authority in connection with the Airport System, and after receiving such recommendations or giving reasonable opportunity for such recommendations to be made the Authority will take all lawful measures to revise the schedule of rentals, rates, fees and charges as may be necessary to produce Subordinate Net Revenues in the next succeeding Fiscal Year sufficient to comply with paragraphs (a) and (b) above.

In the event Subordinate Net Revenues for any Fiscal Year are less than the amounts described in paragraphs (a) and (b) above, but the Authority has promptly taken prior to or during the next succeeding Fiscal Year all lawful measures to revise the schedule of rentals, rates, fees and charges as described in the preceding paragraph, such deficiency in Subordinate Net Revenues will not constitute an Event of Default under the Master Subordinate Indenture. However, if after taking the measures described in the preceding paragraph to revise the schedule of rentals, rates, fees and charges, Subordinate Net Revenues in the next succeeding Fiscal Year (as evidenced by the audited financial statements of the Authority for such Fiscal Year) are less than the amounts described in paragraphs (a) and (b) above, such deficiency in Subordinate Net Revenues will constitute an Event of Default under the Master Subordinate Indenture.

Pursuant to the Master Subordinate Indenture, the Authority may exclude from its calculation of Subordinate Aggregate Annual Debt Service with respect to the Subordinate Obligations, for the purpose of determining compliance with the rate covenant described above, the payment of debt service or portions thereof on Subordinate Obligations whose debt service is payable from amounts not included in Revenues, including, but not limited to PFC revenues, Federal Direct Payments and Capitalized Interest. The exclusion of such debt service could result in higher debt service coverage ratios. The Authority expects to use (a) PFC revenues to pay a portion of the debt service on the Senior Series 2013 Bonds, the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds and (b) Capitalized Interest to pay a portion of the debt service on the Subordinate Series 2019 Bonds. The Authority does not expect to use any PFCs to pay debt service on the Subordinate Series 2019B Bonds. See "—Use of PFCs to Pay Debt Service," "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Funding Sources for Capital Program—Passenger Facility Charges" and "CERTAIN INVESTMENT CONSIDERATIONS—Availability of PFCs" for additional information about the Authority's expected use of PFC revenues. See also "APPENDIX A—FINANCIAL FEASIBILITY REPORT."

Subordinate Reserve Fund

Pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, the Authority established a Subordinate Debt Service Reserve Fund (the "Subordinate Reserve Fund") with the Subordinate Trustee to secure any Subordinate Obligations the Authority elects to participate in the Subordinate Reserve Fund. At the time of issuance of the Subordinate Series 2010 Bonds and the Subordinate Series 2017 Bonds, the Authority elected to have the Subordinate Series 2010 Bonds and the Subordinate Series 2017 Bonds participate in the Subordinate Reserve Fund. Additionally, at the time of issuance of the Subordinate Series 2019/20 Bonds, the Authority will elect to have the Subordinate Series 2019/20 Bonds participate in the Subordinate Reserve Fund. The Subordinate Series 2010 Bonds, the Subordinate Series 2017 Bonds, the Subordinate Series 2019/20 Bonds and any Additional Subordinate Obligations the Authority elects to have participate in the Subordinate Reserve Fund are collectively referred to in this Official Statement as the "Subordinate Reserve Fund Participating Bonds."

Moneys and investments held in the Subordinate Reserve Fund may only be used to pay the principal of and interest on the Subordinate Reserve Fund Participating Bonds (including the Subordinate Series 2019/20 Bonds). Moneys and investments held in the Subordinate Reserve Fund are not available to pay debt service on the Senior Bonds, the Subordinate Revolving Obligations, the Subordinate Drawdown Bonds or any Subordinate Obligations for which the Authority has decided will not participate in the Subordinate Reserve Fund. The Subordinate Reserve Fund may be drawn upon if the amounts in the respective Subordinate Debt Service Funds for the Subordinate Reserve Fund Participating Bonds are insufficient to pay in full any principal or interest then due on the Subordinate Reserve Fund Participating Bonds. In the event any amounts are required to be withdrawn from the Subordinate Reserve Fund, such amounts will be withdrawn and deposited pro rata to meet the funding requirements of the Subordinate Reserve Fund Participating Bonds.

Except as otherwise described below, the Subordinate Reserve Fund is required to be funded at all times in an amount equal to the "Subordinate Reserve Requirement." The Subordinate Reserve Requirement is equal to the lesser of (a) Subordinate Maximum Aggregate Annual Debt Service for the Subordinate Reserve Fund Participating Bonds; (b) 10% of the principal amount of the Subordinate Reserve Fund Participating Bonds, less the amount of original issue discount with respect to such Subordinate Reserve Fund Participating Bonds if such original issue discount exceeded 2% on such Subordinate Reserve Fund Participating Bonds at the time of their original sale; and (c) 125% of the average Subordinate Aggregate Annual Debt Service for the Subordinate Reserve Fund Participating Bonds. At the time of issuance of any Additional Subordinate Obligations which the Authority elects to have participate in the Subordinate Reserve Fund, the Authority will be required to deposit an amount to the Subordinate Reserve Fund sufficient to cause the amount then on deposit in the Subordinate Reserve Fund to equal the Subordinate Reserve Requirement. Such deposit to the Subordinate Reserve Fund can be made at the time of issuance of such Additional Subordinate Obligations or within 12 months of the date of issuance of such Additional Subordinate Obligations (such deposit being made in 12 substantially equal monthly installments). [At the time of issuance of the Subordinate Series 2019 Bonds, a portion of the proceeds of the Subordinate Series 2019 Bonds will be deposited to the Subordinate Reserve Fund in order to satisfy the Subordinate Reserve Requirement, which will be $_____ at the time of issuance of the Subordinate Series 2019 Bonds.]. [At the time of issuance of the Subordinate Series 2020 Bonds, no deposit to the Subordinate Reserve Fund will be required and the Subordinate Reserve Requirement will be $_____ at the time of issuance of the Subordinate Series 2020 Bonds.]

The Authority may fund all or a portion of the Subordinate Reserve Requirement with a Reserve Fund Insurance Policy. A Reserve Fund Insurance Policy may be an insurance policy, letter of credit, qualified surety bond or other financial instrument deposited in the Subordinate Reserve Fund in lieu of or in partial substitution for cash or securities which is provided by an institution rated, at the time of issuance

of such policy, letter of credit, surety bonds or other financial instrument, in one of the two highest long term rating categories by one or more of the Rating Agencies. Any such Reserve Fund Insurance Policy must either extend to the final maturity of the Series of Subordinate Obligations for which the Reserve Fund Insurance Policy was issued, or the Authority must agree, by Supplemental Subordinate Indenture, that the Authority will replace such Reserve Fund Insurance Policy prior to its expiration with another Reserve Fund Insurance Policy, or with cash. Any such Reserve Fund Insurance Policy will be required to secure all of the Subordinate Reserve Fund Participating Bonds.

The Subordinate Reserve Fund is currently, and will be at the time of issuance of the Subordinate Series 2019/20 Bonds, funded with cash and securities. No portion of the Subordinate Reserve Fund has been, or will be at the time of issuance of the Subordinate Series 2019/20 Bonds, funded with a Reserve Fund Insurance Policy.

Additional Subordinate Obligations

The Master Subordinate Indenture provides the Authority with flexibility as to establishing the nature and terms of any Additional Subordinate Obligations. Additional Subordinate Obligations may be issued under the Master Subordinate Indenture on a parity with the Subordinate Series 2019/20 Bonds, provided, among other things, that there is delivered to the Subordinate Trustee either:

(a) a certificate, dated as of a date between the date of pricing of the Subordinate Obligations being issued and the date of delivery of such Subordinate Obligations (both dates inclusive), prepared by an Authorized Authority Representative showing the Subordinate Net Revenues for any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the date of issuance of the proposed Series of Subordinate Obligations or preceding the first issuance of the proposed Subordinate Program Obligations were at least equal to 110% of Subordinate Maximum Aggregate Annual Debt Service with respect to all Outstanding Subordinate Obligations, Unissued Subordinate Program Obligations and the proposed Series of Subordinate Obligations, calculated as if the proposed Series of Subordinate Obligations and the full Subordinate Authorized Amount of such proposed Subordinate Program Obligations (as applicable) were then Outstanding; or

(b) a certificate dated as of a date between the date of pricing of the Subordinate Obligations being issued and the date of delivery of such Subordinate Obligations (both dates inclusive), prepared by a Consultant showing that:

(i) the Subordinate Net Revenues for the last audited Fiscal Year or for any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the date of issuance of the proposed Series of Subordinate Obligations or the establishment of a Subordinate Program, were at least equal to 110% of the sum of Subordinate Aggregate Annual Debt Service due and payable with respect to all Outstanding Subordinate Obligations for such applicable period;

(ii) for the period, if any, from and including the first full Fiscal Year following the issuance of such proposed Series of Subordinate Obligations through and including the last Fiscal Year during any part of which the amount of interest on such Series of Subordinate Obligations to be on deposit in the respective Subordinate Debt Service Fund or such other fund or account is expected to be funded from the proceeds thereof, the Consultant estimates that the Authority will be in compliance with the rate covenant under the Subordinate Indenture (see "—Subordinate Rate Covenant" above); and

(iii) for the period from and including the first full Fiscal Year following the issuance of such proposed Series of Subordinate Obligations during which no amount of interest on such Series of Subordinate Obligations to be on deposit in the respective Subordinate Debt Service Fund or such other Fund or Account is expected to be funded from the proceeds thereof through and including the later of: (A) the fifth full Fiscal Year following the issuance of such Series of Subordinate Obligations, or (B) the third full Fiscal Year during which no amount of interest on such Series of Subordinate Obligations to be on deposit in the respective Subordinate Debt Service Fund or such other Fund or Account is expected to be funded from the proceeds thereof, the estimated Subordinate Net Revenues for each such Fiscal Year, will be at least equal to 110% of the Subordinate Aggregate Annual Debt Service for each such Fiscal Year with respect to all Outstanding Subordinate Obligations, Unissued Subordinate Program Obligations and calculated as if the proposed Series of Subordinate Obligations and the full Authorized Amount of such proposed Subordinate Program Obligations (as applicable) were then Outstanding.

[The certificate described in (b) above is expected to be delivered by the Feasibility Consultant at the time of issuance of the Subordinate Series 2019 Bonds.]

For purposes of clauses (b)(ii) and (iii) above, in estimating Subordinate Net Revenues, the Consultant may take into account (1) Revenues from Projects or Airport Facilities reasonably expected to become available during the period for which the estimates are provided; (2) any increase in fees, rates, charges, rentals or other sources of Revenues which have been approved by the Authority and will be in effect during the period for which the estimates are provided; and (3) any other increases in Revenues which the Consultant believes to be a reasonable assumption for such period. With respect to Operation and Maintenance Expenses of the Airport System, the Consultant may use such assumptions as the Consultant believes to be reasonable, taking into account: (x) historical Operation and Maintenance Expenses of the Airport System; (y) Operation and Maintenance Expenses of the Airport System associated with the Projects and any other new Airport Facilities; and (z) such other factors, including inflation and changing operations or policies of the Authority, as the Consultant believes to be appropriate. The Consultant will include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Subordinate Net Revenues, and will also set forth the calculations of Subordinate Aggregate Annual Debt Service, which calculations may be based upon information provided by another Consultant.

For purposes of preparing the certificate or certificates described above, the Consultant or Consultants or the Authorized Authority Representative may rely upon financial statements prepared by the Authority which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Authority Representative will certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

Neither of the certificates described above in (a) or (b) will be required if:

(A) the Subordinate Obligations being issued are for the purpose of refunding then Outstanding Subordinate Obligations and there is delivered to the Subordinate Trustee, instead, a certificate of an Authorized Authority Representative showing that Subordinate Aggregate Annual Debt Service after the issuance of the Refunding Subordinate Obligations will not exceed the Subordinate Aggregate Annual Debt Service prior to the issuance of such Refunding Subordinate Obligations for each Fiscal Year;

(B) the Subordinate Obligations being issued constitute Subordinate Notes and there is delivered to the Subordinate Trustee, instead, a certificate prepared by an Authorized Authority Representative showing that the principal amount of the proposed Subordinate Notes being issued, together with the principal amount of any Subordinate Notes then Outstanding, does not exceed 10% of the Subordinate Net Revenues for any 12 consecutive months out of the most recent 24 months immediately preceding the issuance of the proposed Subordinate Notes and there is delivered to the Subordinate Trustee a certificate of an Authorized Authority Representative setting forth calculations showing that for each of the Fiscal Years during which the Subordinate Notes will be Outstanding, and taking into account the debt service becoming due on such Subordinate Notes, the Authority will be in compliance with the rate covenant under the Subordinate Indenture (see "—Subordinate Rate Covenant" above); or

(C) if the Subordinate Obligations being issued are to pay costs of completing a Project for which Subordinate Obligations have previously been issued and the principal amount of such Subordinate Obligations being issued for completion purposes does not exceed an amount equal to 15% of the principal amount of the Subordinate Obligations originally issued for such Project and reasonably allocable to the Project to be completed as shown in a written certificate of an Authorized Authority Representative and there is delivered to the Subordinate Trustee (1) a Consultant's certificate stating that the nature and purpose of such Project has not materially changed and (2) a certificate of an Authorized Authority Representative to the effect that (y) all of the proceeds (including investment earnings on amounts in the Subordinate Construction Fund allocable to such Project) of the original Subordinate Obligations issued to finance such Project have been or will be used to pay Costs of the Project and (z) the then estimated Costs of the Project exceed the sum of the Costs of the Project already paid plus moneys available in the Subordinate Construction Fund established for the Project (including unspent proceeds of Subordinate Obligations previously issued for such purpose).

[The certificate described in (A) above is expected to be delivered by an Authorized Authority Representative at the time of issuance of the Subordinate Series 2020 Bonds.]

Use of PFCs to Pay Debt Service

The Aviation Safety and Capacity Expansion Act of 1990, as amended (the "PFC Act"), as implemented by the FAA pursuant to published regulations (the "PFC Regulations"), permits public agencies controlling certain commercial service airports (those with regularly scheduled service and enplaning 2,500 or more passengers annually) to charge enplaning passengers using the airport a $1.00, $2.00 or $3.00 PFC with certain qualifying airports permitted to charge a maximum PFC of $4.50. Under the PFC Act, the proceeds from PFCs are required to be used to finance eligible airport-related projects (including paying the debt service on bonds issued to finance such projects) that serve or enhance safety, capacity or security of the national air transportation system, reduce noise from an airport that is part of such system or furnish opportunities for enhanced competition between or among air carriers. The Authority currently charges all enplaning passengers at SDIA a PFC of $4.50. See "DEVELOPMENT OF

SAN DIEGO INTERNATIONAL AIRPORT—Funding Sources for Capital Program—Passenger Facility Charges" for additional information about PFCs collected by the Authority.

The definition of Revenues does not include PFCs, except to the extent included in Revenues pursuant to a Supplemental Senior Indenture or a certificate of any Authorized Authority Representative, which has not occurred to date. However, pursuant to the provisions of the Master Senior Indenture and the Master Subordinate Indenture, if PFCs have been irrevocably committed or are held by the Senior Trustee and/or the Subordinate Trustee, as the case may be, or another fiduciary and are to be set aside exclusively to be used to pay principal of and/or interest on specified Senior Bonds and/or Subordinate Obligations, as applicable, then such principal and/or interest may be excluded from the calculation of aggregate annual debt service on such specified Senior Bonds and/or Subordinate Obligations, as applicable; thus decreasing aggregate annual debt service on the Senior Bonds and/or the Subordinate Obligations, and increasing debt service coverage for purposes of the rate covenants and the additional bonds tests under the Master Senior Indenture and the Master Subordinate Indenture, as applicable.

The Authority expects to use approximately $30 million of PFCs to pay debt service on PFC Eligible Bonds (a portion of the Senior Series 2013 Bonds, a portion of the Subordinate Series 2019A Bonds and a portion of the Subordinate Series 2020 Bonds) though Fiscal Year 2022. In the Financial Feasibility Report, the Feasibility Consultant has assumed that PFCs will be used to pay a portion of the debt service on the Senior Series 2013 Bonds, the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds. Consequently, debt service on such obligations is excluded from the calculation of the rate covenant for the Senior Bonds and the rate covenant for the Subordinate Obligations as set forth in the Financial Feasibility Report, which results in higher debt service coverage ratios. The Authority does not expect to use any PFCs to pay debt service on the Subordinate Series 2019B Bonds.

Additionally, as described in "APPENDIX D—SUMMARY OF CERTAIN PROVISIONS OF AIRLINE LEASE AGREEMENT," the Authority has agreed in the Airline Lease Agreements to set aside $30 million of PFCs each Fiscal Year during the three Fiscal Years prior to the opening of the new Terminal 1 to be constructed as part of the ADP, and to use those PFCs in the three Fiscal Years following the opening of the new Terminal 1 to pay debt service on Senior Bonds and/or Subordinate Obligations the proceeds of which were used to finance the construction of the new Terminal 1.

Also see "FINANCIAL FEASIBILITY REPORT" and "APPENDIX A—FINANCIAL FEASIBILITY REPORT." See also "CERTAIN INVESTMENT CONSIDERATIONS—Unavailability of, or Delay in, Anticipated Funding Sources—Availability of PFCs."

Permitted Investments

Moneys and funds held by the Authority will be invested in Permitted Investments, subject to any restrictions set forth in the Master Senior Indenture and the Subordinate Indenture and subject to restrictions imposed upon the Authority. Moneys and funds held by the Subordinate Trustee under the Subordinate Indenture, including moneys in the respective Subordinate Debt Service Funds (and the accounts therein) and in the Subordinate Reserve Fund, may be invested as directed by the Authority in Permitted Investments, subject to the restrictions set forth in the Subordinate Indenture, and subject to restrictions imposed upon the Authority. See "FINANCIAL INFORMATION—Summary of Financial Operations—Investment Practices."

Events of Default and Remedies; No Acceleration

Events of Default under the Subordinate Indenture and related remedies are described in "APPENDIX C-3—SUMMARY OF THE MASTER SUBORDINATE INDENTURE—Defaults and Remedies." Except as described below, the occurrence of an Event of Default under the Subordinate Indenture (or an event of default under the Senior Indenture) does not grant any right to accelerate payment of the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds) or the Senior Bonds to either the Subordinate Trustee or the Senior Trustee, or the Holders of the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds) or the Senior Bonds. However, pursuant to the Third Supplemental Subordinate Indenture and the Subordinate Credit Agreement, the Authority granted to the Subordinate Revolving Obligations Bank the right to accelerate any payments due the Subordinate Revolving Obligations Bank upon an event of default under the Subordinate Credit Agreement; and pursuant to the Fourth Supplemental Subordinate Indenture and the Subordinate Drawdown Bondholder's Agreement, the Authority granted to the Subordinate Drawdown Bond Purchaser the right to accelerate any payments due the Subordinate Drawdown Bond Purchaser upon an event of default under the Subordinate Drawdown Bondholder's Agreement. See "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE—Outstanding Subordinate Obligations—Subordinate Revolving Obligations" and "Subordinate Drawdown Bonds." The Subordinate Trustee is authorized to take certain actions upon the occurrence of an Event of Default under the Subordinate Indenture, including proceedings to enforce the obligations of the Authority under the Subordinate Indenture. If there is an Event of Default under the Subordinate Indenture, payments, if any, on the Subordinate Obligations will be made after Operation and Maintenance Expenses of the Airport System and payments of debt service and reserve requirements on and relating to the Senior Bonds.

OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE

Outstanding Senior Bonds

The following table sets forth the principal amounts and final maturity dates of the Senior Series 2013 Bonds outstanding as of November 1, 2019.

TABLE 1
San Diego County Regional Airport Authority
Senior Series 2013 Bonds
(as of November 1, 2019)

Existing Senior Bonds	Original Principal Amount	Principal Amount Outstanding	Final Maturity Date
Series 2013A	$107,285,000	$ 97,455,000	7/1/2043
Series 2013B	272,300,000	271,295,000	7/1/2043
Total	$379,585,000	$368,750,000	

Source: San Diego County Regional Airport Authority

Outstanding Subordinate Obligations

Subordinate Series 2010 Bonds. The following table sets forth the principal amounts and final maturity dates of the Existing Subordinate Bonds as of November 1, 2019.

TABLE 2
San Diego County Regional Airport Authority
Existing Subordinate Bonds
(as of [November] 1, 2019)

Existing Subordinate Bonds	Original Principal Amount	Principal Amount Outstanding	Final Maturity Date
Series 2010A[1]	$313,150,000	$268,570,000	7/1/2040
Series 2010B[1]	44,055,000	32,805,000	7/1/2040
Series 2010C[1]	215,360,000	215,360,000	7/1/2040
Series 2017A	146,040,000	141,500,000	7/1/2047
Series 2017B	145,170,000	140,310,000	7/1/2047
Total	$863,775,000	$798,545,000	

[1] See "PLAN OF FINANCE—Refunding of Refunded Bonds" for a discussion of the planned refunding and defeasance of the Subordinate Series 2010A Bonds, the Subordinate Series 2010B Bonds and the Subordinate Series 2010C Bonds.

Source: San Diego County Regional Airport Authority

Subordinate Revolving Obligations. Pursuant to the Master Subordinate Indenture, the Third Supplemental Subordinate Indenture and the Subordinate Credit Agreement, the Authority is authorized to issue and have outstanding, from time to time, up to $125,000,000 in aggregate principal amount of Subordinate Revolving Obligations. As of November 1, 2019, the Authority had $13,719,000 aggregate principal amount of Subordinate Revolving Obligations outstanding. All Subordinate Revolving Obligations issued by the Authority are purchased by the Subordinate Revolving Obligations Bank (U.S. Bank National Association) in accordance with the terms of the Subordinate Credit Agreement. Except as otherwise provided in the Subordinate Credit Agreement, the principal of all Subordinate Revolving Obligations outstanding pursuant the Master Subordinate Indenture, the Third Supplemental Subordinate Indenture and the Subordinate Credit Agreement are due and payable on June 29, 2020. However, subject to the terms of the Subordinate Credit Agreement, on June 29, 2020, the Authority can convert any outstanding Subordinate Revolving Obligations to a term loan that will be payable in twelve equal quarterly installments beginning 90 days following June 29, 2020, with the final payment being due on June 29, 2023.

Subordinate Drawdown Bonds. Pursuant to the Master Subordinate Indenture, the Fourth Supplemental Subordinate Indenture, the Subordinate Drawdown Bondholder's Agreement, and the Subordinate Drawdown Bond Purchase Agreement, the Authority is authorized to issue and have outstanding, from time to time, up to $100,000,000 in aggregate principal amount of its Subordinate Drawdown Bonds. As of November 1, 2019, the Authority had $34,040,000 aggregate principal amount of Subordinate Drawdown Bonds outstanding. On [January 1, 2020], the Authority expects to redeem [all of the outstanding] Subordinate Drawdown Bonds with a portion of the proceeds of the Subordinate Series 2019/20 Bonds and certain other available moneys of the Authority. All Subordinate Drawdown Bonds will be purchased by the Subordinate Drawdown Bond Purchaser (RBC Municipal Products, LLC) in accordance with the terms of the Subordinate Drawdown Bondholder's Agreement and the Subordinate Drawdown Bond Purchase Agreement. Except as otherwise provided in the Subordinate Drawdown Bondholder's Agreement, the principal of all Subordinate Drawdown Bonds outstanding pursuant the Master Subordinate Indenture, the Fourth Supplemental Subordinate Indenture and the Subordinate Drawdown Bondholder's Agreement are due and payable on April 17, 2020. However, subject to the terms of the Subordinate Drawdown Bondholder's Agreement, on April 17, 2020, the Authority can convert any outstanding Subordinate Revolving Obligations to a term loan that will be payable in eleven equal quarterly

installments beginning 180 days following April 17, 2020, with the final payment being due on April 17, 2023.

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Debt Service Requirements

The following table sets forth the debt service requirements on the Senior Series 2013 Bonds, the Existing Subordinate Bonds (including the Refunded Bonds) and the Subordinate Series 2019/20 Bonds.

TABLE 3
San Diego County Regional Airport Authority
Debt Service Requirements
Senior and Subordinate Bonds[1]

Year Ended July 1	Total Debt Service Senior Series 2013 Bonds[2]	Total Debt Service Existing Subordinate Bonds[3,4,5,6]	Subordinate Series 2019 Bonds[7]		Subordinate Series 2020 Bonds[7]		Total Debt Service Subordinate Bonds	Total Debt Service Senior and Subordinate Bonds
			Principal	Interest[8]	Principal	Interest		
2020	$ 26,006,350	$ 59,059,298						
2021	26,000,100	59,069,798						
2022	25,994,350	59,067,173						
2023	26,003,100	59,058,861						
2024	25,999,600	59,063,986						
2025	25,998,350	59,061,736						
2026	26,003,100	59,061,986						
2027	26,002,350	59,059,486						
2028	25,996,000	59,068,486						
2029	25,989,850	59,066,986						
2030	26,002,750	59,061,486						
2031	16,667,500	69,846,986						
2032	16,979,000	69,534,455						
2033	17,239,750	69,273,695						
2034	17,606,000	68,906,740						
2035	18,016,250	68,496,074						
2036	18,551,750	67,963,358						
2037	19,104,500	67,409,288						
2038	19,691,500	66,823,130						
2039	20,293,750	66,219,402						
2040	20,923,000	65,596,634						
2041	67,600,250	18,918,000						
2042	67,600,250	18,920,750						
2043	67,597,500	18,914,750						
2044	–	18,918,750						
2045	–	18,915,500						
2046	–	18,913,500						
2047	–	18,915,750						
2048	–	–						
2049	–	–						
Total	$673,866,900	$1,462,186,044						

[FOOTNOTES ON FOLLOWING PAGE]

[1] Numbers may not total due to rounding to nearest dollar.

[2] The Senior Series 2013 Bonds have a priority lien on Net Revenues. Principal of and interest on the Senior Series 2013 Bonds does not reflect the application of PFCs to the payment of debt service on the Senior Series 2013 Bonds.

[3] Includes debt service on the Refunded Bonds. See "PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS—Refunding of Refunded Bonds."

[4] The Existing Subordinate Bonds have a lien on Subordinate Net Revenues on parity with the other Subordinate Obligations (including the Subordinate Series 2019/20 Bonds). Principal of and interest on the Existing Subordinate Bonds does not reflect the application of PFCs to the payment of debt service on the Existing Subordinate Bonds.

[5] Does not reflect the application of the Federal Direct Payments (the cash subsidy payments the Authority expects to receive from the United States Treasury equal to a portion of the interest payable on the Subordinate Series 2010C Bonds) to the payment of debt service on the Existing Subordinate Bonds. Upon the issuance of the Subordinate Series 2019 Bonds and the defesance of the Refunded Subordinate Series 2010C Bonds, the Authority's receipt of the Federal Direct Payments will cease.

[6] Debt Service on the Subordinate Revolving Obligations (which may be outstanding from time to time in an aggregate principal amount of up to $125 million at any one time) and the Subordinate Drawdown Bonds (which may be outstanding from time to time in an aggregate principal amount of up to $100 million at any one time) are not reflected in this table. As of November 1, 2019, $13,719,000 aggregate principal amount of Subordinate Revolving Obligations were outstanding and $34,040,000 aggregate principal amount of Subordinate Drawdown Bonds were outstanding. A portion of the proceeds of the Subordinate Series 2019 Bonds will be used to redeem all of the outstanding Subordinate Drawdown Bonds.

[7] The Subordinate Series 2019/20 Bonds have a lien on Subordinate Net Revenues on parity with the other Subordinate Obligations.

[8] Includes interest on the Subordinate Series 2019 Bonds through [January/July] 1, 20[__] to be paid from a portion of the proceeds of the Subordinate Series 2019 Bonds.

Source: San Diego County Regional Airport Authority and Frasca & Associates, LLC (only with respect to debt service on the Subordinate Series 2019/20 Bonds).

Future Financings

After the issuance of the Subordinate Series 2019 Bonds, the Authority does not expect to issue any Additional Senior Bonds and/or Additional Subordinate Obligations to finance the costs of the Capital Program. However, if the Board certifies the environmental impact report with respect to the ADP and approves the ADP, the Authority expects to finance the costs of the ADP from various sources including, but not limited to, the proceeds of Additional Senior Bonds and Additional Subordinate Obligations. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Airport Development Plan." The ADP and the funding of the ADP are not included in the projections included in the Financial Feasibility Report.

Additionally, the Authority continuously evaluates refunding opportunities and, when economically beneficial, may refund one or more Series of Senior Bonds and/or Subordinate Obligations. See "PLAN OF FINANCE AND ESTIMATED SOURCES AND USES OF FUNDS—Refunding of Refunded Bonds" for a discussion of the refunding of the Refunded Bonds.

Other Obligations

Lease Commitments.

Operating Leases. In connection with the Transfer, the Authority entered into several leases with the Port District. The Authority is leasing from the Port District the land used for SDIA for $1 per year, for 66 years, through December 31, 2068. In addition, the Authority leases from the Port District 90.67 acres

of the former General Dynamics property on Pacific Highway adjacent to SDIA for 66 years commencing January 1, 2003 (the "General Dynamics Lease"). The General Dynamics Lease calls for rent payments of $6,826,656 annually through December 31, 2068. A portion of the land is leased back to the Port District for employee parking for Port District administration building employees and is leased back by the Port District at the same fair market unit value per square-foot as paid by the Authority. The Authority and the Port District also have entered into a lease for 47.54 acres on North Harbor Drive (the "TDY Property"), commencing January 1, 2005 and expiring December 31, 2068 (the "TDY Lease"). The Authority pays the Port District $3 million annually to lease the TDY Property.

The Authority also entered into a lease with the Port District, commencing September 1, 2006, for a property located at 2415 Winship Lane, known as the "Sky Chef" property. The term of the lease is 60 years with $350,000 in annual rental.

Under current law, in the event SDIA is relocated and the current location is no longer used by SDIA for airport purposes, all of the Authority's leases with the Port District would terminate and the right to use the property subject to those leases would revert to the Port District. See "CERTAIN INVESTMENT CONSIDERATIONS—State Tidelands Trusts."

Lease payments pursuant to the above-described operating lease agreements constitute Operation and Maintenance Expenses of the Airport System, and thus payment thereof is senior in priority to payment of the Senior Bonds and the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds). All such leases are treated as operating leases by the Authority.

As of July 1, 2019, the Authority estimated that its future rental commitments under the above described operating lease agreements will be in the amounts described in the following table.

TABLE 4
San Diego County Regional Airport Authority
Future Rental Commitments

Fiscal Year	Rental Payments
2020	$10,176,660
2021	10,176,660
2022	10,176,660
2023	10,176,660
2024	10,176,660
2025-2029	50,883,300 [1]
2030-2034	50,883,300 [1]
2035-2039	50,883,300 [1]
2040-2044	50,883,300 [1]
2045-2049	50,883,300 [1]
2050-2054	50,883,300 [1]
2055-2059	50,883,300 [1]
2060-2064	50,883,300 [1]
2065-2069	45,794,970 [2]
Total	$503,744,670

[1] Total rental payments due during five Fiscal Year period. Rental payments are $10,176,660 in each Fiscal Year.
[2] The current expiration date of the leases is December 31, 2068.
Source: San Diego County Regional Airport Authority

Capital Leases. The Authority also has entered into five-year capital lease agreements for office equipment that require monthly payments of $6,849.

RDC Installment Purchase Agreement. The Authority and AFCO CRDC SAN LLC ("AFCO") entered into an Installment Purchase Agreement, dated March 15, 2011 (the "RDC Installment Purchase Agreement"), pursuant to which AFCO agreed to design, build and finance a receiving and distribution center ("RDC") at SDIA, and the Authority agreed to lease the RDC from AFCO for a term of 20 years commencing in November 2012 (the date of completion of the RDC). The RDC is a 21,000 square-foot building that provides a single receiving point for most goods delivered to SDIA. Distribution of these goods to various locations at SDIA is conducted by a single delivery service provided by Bradford Logistics. Pursuant to the RDC Installment Purchase Agreement, the Authority pays AFCO a monthly installment payment of $73,108. The installment payments are payable from any legally available moneys of the Authority after the payment of the Operation and Maintenance Expenses of the Airport System, the debt service and reserve fund requirements on the Senior Bonds and the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds), and the required deposits to the Operation and Maintenance Reserve Subaccount and the Renewal and Replacement Subaccount.

Special Facility Obligations. Pursuant to the Master Senior Indenture, the Authority may designate an existing facility or a planned facility as a "Special Facility" and may incur indebtedness in order to acquire, construct, renovate or improve such facility or to finance the acquisition, construction, renovation or improvement thereof by a third party. Additionally, the Authority may provide that all contractual payments derived by the Authority from such Special Facility, together with other income and revenues available therefrom (but only to the extent such payments, income and revenue are necessary to make the payments of principal of and interest on such Special Facility Obligations as and when the same become due and payable, all costs of operating and maintaining such Special Facility not paid for by the operator thereof or by a party other than the Authority and all sinking fund, reserve or other payments required by the resolution authorizing the Special Facility Obligations as the same become due), will constitute "Special Facilities Revenue" and will not be included in Revenues, Net Revenues or Subordinate Net Revenues. Such indebtedness will constitute a "Special Facility Obligation" and will be payable solely from the Special Facilities Revenue. When Special Facility Obligations issued for a Special Facility are fully paid or otherwise discharged, all revenues received by the Authority from such facility will be included as Revenues. To the extent Special Facility Revenues exceed the amounts required to pay the principal of and interest on Special Facility Obligations when due, to the extent not otherwise encumbered, the excess may constitute Revenues as determined by the Authority.

In February 2014, the Authority issued $305,285,000 aggregate principal amount of its Senior Special Facilities Revenue Bonds (Consolidated Rental Car Facility Project) Series 2014A and Series 2014B (the "Series 2014 Special Facilities Bonds") to finance a portion of the costs of the development and construction of a consolidated rental car facility (the "Rental Car Center") and related improvements at SDIA. As of [November] 1, 2019, the Series 2014 Special Facilities Bonds were outstanding in the aggregate principal amount of $293,985,000. The Series 2014 Special Facilities Bonds are special limited obligations of the Authority, payable solely from and secured by a pledge of (a) the CFCs collected by the rental car companies operating at SDIA, (b) under certain circumstances, "Bond Funding Supplemental Consideration" payable by the rental car companies operating at SDIA, and (c) certain funds and accounts. *The Series 2014 Special Facility Bonds are not, in any way, secured by, or payable from, Revenues*. See "SAN DIEGO INTERNATIONAL AIRPORT—Existing Facilities" and "AGREEMENTS FOR THE USE OF AIRPORT FACILITIES—Rental Car Agreements."

Senior and Subordinate Repayment Obligations. Under certain circumstances, the obligation of the Authority, pursuant to a written agreement, to reimburse the provider of a Credit Facility or a Liquidity Facility (a "Repayment Obligation") may be secured by a pledge of and lien on Net Revenues on parity with the Senior Bonds or secured by a pledge of and lien on the Subordinate Net Revenues on parity with the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds). If a Credit Provider or Liquidity Provider advances funds to pay principal of or purchase Senior Bonds, all or a portion of the Authority's Senior Repayment Obligation may be afforded the status of a Senior Bond under the Senior Indenture. If a Credit Provider or Liquidity Provider advances funds to pay principal of or purchase Subordinate Obligations, all or a portion of the Authority's Subordinate Repayment Obligation may be afforded the status of a Subordinate Obligation under the Subordinate Indenture. As of the date of this Official Statement, the Authority has no outstanding Senior Repayment Obligations or Subordinate Repayment Obligations. See "APPENDIX C-2—SUMMARY OF THE MASTER SENIOR INDENTURE—Senior Repayment Obligations Afforded the Status of Senior Bonds" and "APPENDIX C-3—SUMMARY OF THE MASTER SUBORDINATE INDENTURE—Subordinate Repayment Obligations Afforded the Status of Subordinate Obligations."

THE AUTHORITY

General

The Port District operated SDIA from 1963 until December 31, 2002. Pursuant to the Act, the California Legislature created the Authority and transferred, by long-term lease, the operations of SDIA to the Authority effective January 1, 2003.

The Authority is vested with four principal responsibilities: (a) operating the Airport System (the main asset of which is SDIA); (b) planning and operating any future airport that could be developed as a supplement or replacement to SDIA; (c) developing a comprehensive land use compatibility plan as it may relate to the Airport System for the entire County; and (d) serving as the region's airport land use commission.

Board of Directors

The Authority is governed by a nine-member board of directors (the "Board"), with two or more additional members serving as non-voting, *ex-officio* board members. Board members serve three-year terms. Three members of the Board serve as the Executive Committee. Pursuant to the Act, the members of the Board are appointed as follows: the Mayor of the City San Diego appoints three members (two of which are subject to confirmation by the San Diego City Council); the Chair of the Board of Supervisors of the County appoints two members (subject to confirmation by the Board of Supervisors of the County); the mayors of the east county cities (El Cajon, La Mesa, Lemon Grove and Santee) appoint one member; the mayors of the north county coastal cities (Carlsbad, Del Mar, Encinitas, Oceanside and Solana Beach) appoint one member; the mayors of the north county inland cities (Escondido, Poway, San Marcos and Vista) appoint one member; and the mayors of the south county cities (Chula Vista, Coronado, Imperial Beach and National City) appoint one member. The Board also consists of two non-voting, *ex-officio* members, the District Director of the State Department of Transportation for the San Diego region and the Department of Finance representative for the State Lands Commission, both of whom are appointed by the Governor. The Board also may provide for additional non-voting, *ex-officio* members, including, but not limited to, representatives of the United States Navy and the United States Marine Corps.

The current members of the Board are set forth below.

Board Members[1]	Occupation	Appointing Authority	Current Term Expires
Executive Committee			
C. April Boling (Chair)	Certified Public Accountant	Mayor, City of San Diego	January 31, 2021
Paul Robinson (Vice Chair)	Partner, Hecht Solberg Robinson Goldberg and Bagley LLP	Chair, San Diego County Board of Supervisors	January 31, 2020
Michael Schumacher	Founder and President, Enact Partners	Mayors, North County Coastal Cities	January 31, 2020
General Members			
Greg Cox	San Diego County Supervisor	Chair, San Diego County Board of Supervisors	January 31, 2022
Mark Kersey	Councilmember, City of San Diego	Mayor, City of San Diego	January 31, 2019[2]
Robert Lloyd	President/CEO, Lloyds Collision Center	Mayors, East County Cities	January 31, 2022
Johanna Schiavoni	Attorney	Mayor, City of San Diego	January 31, 2020
Mark West	Councilmember, Imperial Beach	Mayors, South County Cities	January 31, 2021
Ex-Officio Members			
Cory Binns	District Director for the California Department of Transportation, San Diego Region	Governor, State of California	N/A
Colonel Charles Dockery	Commander, Marine Corps Air Station Miramar	United States Navy/United States Marine Corps	N/A
Gayle Miller	Chief Deputy Director, Policy at the Department of Finance, State of California	Governor, State of California	N/A

[1] There is currently one vacancy on the Board. .

[2] Mr. Kersey will continue to serve on the Board until a successor is appointed and confirmed. Mr. Kersey could also be reappointed to the Board.

The fundamental powers and functions of the Authority are established by the Act. The Act empowers the Board to adopt more specific rules to guide the conduct of the Board, officers and employees of the Authority, and those persons and entities that interact with the Authority or utilize the premises and property of the Authority. The Board has exercised that power by adopting codes that govern and regulate the conduct of persons, organizations and other third parties that use the facilities under the Authority's jurisdiction; and policies that address the Authority's internal operations and governance.

Pursuant to its policies, the Board has established the following standing committees with the following functions:

Audit Committee. The Audit Committee serves as a guardian of the public trust, acting independently and charged with oversight responsibilities for reviewing the Authority's internal controls, financial reporting obligations, operating efficiencies, ethical behavior and regular attention to cash flows, capital expenditures, regulatory compliance and operations. In addition to the Board members that serve on the Audit Committee, three members of the public, appointed by the Board, serve on the Audit Committee. The Audit Committee's responsibilities are as follows: (a) review regularly the Authority's accounting, audit and performance monitoring processes; (b) at the time of renewal, recommend to the

Executive Committee and the full Board its nomination for an external auditor and the compensation of the auditor, and consider at least every three years, whether there should be a rotation of the audit firm or the lead audit partner to ensure continuing auditor independence; (c) advise the Executive Committee and the Board regarding the selection of the auditor; (d) be responsible for oversight and monitoring of internal and external audit functions, and monitoring performance of, and internal compliance with, Authority policies and procedures; (e) be responsible for overseeing the annual audit by the external auditors and internal audits; and (f) make recommendations to the full Board with regard to all of the foregoing.

Executive Committee. The Executive Committee is responsible for overseeing the implementation of the administrative policy of the Authority. The Executive Committee members may not be included in the direct operation of the facilities and the airports under the jurisdiction of the Authority, nor may they be included in the chain of command for purposes of emergency procedures. The Executive Committee is required to conduct monthly meetings with the President/CEO and his or her staff to review the operations of the Authority. Any policy recommendation from the Executive Committee must be forwarded to the Board for consideration at a public meeting of the Board.

Executive Personnel and Compensation Committee. The Executive Personnel and Compensation Committee evaluates the President/CEO, Auditor and General Counsel and makes recommendations to the Board concerning their compensation. The Executive Personnel and Compensation Committee also reviews and makes recommendations regarding Board Member compensation.

Finance Committee. The Finance Committee is established to oversee the financial performance and condition of the Authority and review the operating and capital budget and financial plan, and major financial policies or actions of the Authority. The Finance Committee is required to meet at least quarterly each year.

Capital Improvement Program Oversight Committee. The Capital Improvement Program Oversight Committee oversees the implementation of the Capital Improvement Program, which includes the investigation and evaluation of the physical/functional, financial, environmental, community aspects, intergovernmental coordination, and public communication/outreach related to all Capital Improvement Program activities.

Each committee is required to include one Executive Committee member. All committee appointments are for a one-year term. The Board may establish or maintain additional Board committees from time to time as necessary or appropriate in accordance with the Authority's policies.

Executive Management

Kimberly J. Becker, President and CEO. Kimberly J. Becker was appointed President and CEO of the Authority on May 1, 2017. As President/CEO, Ms. Becker is responsible for management oversight of the Authority and SDIA and the Authority's annual operating budget and five-year capital budget. Prior to joining the Authority, Ms. Becker served as Director of Aviation for the Norman Y. Mineta San José International Airport ("San José Airport") from 2013 to 2017. Prior to being appointed the Director of Aviation for San José Airport, she was appointed the Chief Operating Officer for the San José Airport in 2011, and the Assistant Director of Aviation at San José Airport in 2008. Ms. Becker's career in aviation and airport management spans more than 30 years and has included operations and environmental positions at Lockheed Air Terminal in Burbank, California, and Teterboro Airport in New Jersey. She is a member of the California Airports Council Board of Directors, the Gateway Airports Council Committee of Directors and a board member of the American Association of the Airport Executives International Facilitation Committee. Ms. Becker actively serves as a U.S. Policy Council Member and Large Hub Committee Member for Airports Council International – North America, where she participates in policy

discussions that affect U.S. airports. Locally, she serves on the Boards of the San Diego Regional Chamber of Commerce, the San Diego Regional Economic Development Corp. and the San Diego Tourism Authority. Ms. Becker holds a bachelor's degree in business administration from Indiana University of Pennsylvania, and a master's degree in business administration/aeronautics from Embry-Riddle Aeronautical University in Daytona Beach, Florida

Scott M. Brickner, Vice President, Chief Financial Officer. Scott Brickner is the Vice President, Chief Financial Officer of the Authority. Mr. Brickner held various senior management positions in the private sector prior to joining the Authority in 2009. He currently leads the Authority's Accounting, Airline Relations, Finance & Risk Management, Information & Technology Services, and Procurement functions. Since joining the Authority, Mr. Brickner has led three airport revenue bond financings, and one special facility revenue bond financing totaling over $1.5 billion. In 2016, he received the CFO of the Year Award from the San Diego Business Journal. Mr. Brickner serves on the Board of the San Diego Chapter of Financial Executives International and also serves on the Finance Committee of ACI. In 2019, he was named ACI's Financial Professional of the Year for large hub airports. Mr. Brickner received a Bachelor of Business Administration from Benedictine College in Kansas, an MBA from St. Louis University, and has an active CPA license in the State of California.

Angela Shafer-Payne, Vice President, Chief Operations Officer. Angela Shafer-Payne is the Vice President, Chief Operations Officer of the Authority. Ms. Shafer-Payne oversees airside and landside operations, aviation security and public safety, ground transportation and facilities maintenance. She has been with SDIA since 1995, during which time she has held various leadership positions. One of Ms. Shafer-Payne's most notable achievements was her instrumental role in establishing and setting up the Authority, effectually separating SDIA from its previous owner, the Port District. She has a bachelor's degree in Business Administration with a concentration in Aeronautical Studies and Meteorology from the University of North Dakota. She also holds an Instrument Rated pilot license.

Dennis Probst, Vice President, Chief Development Officer. Dennis Probst is the Vice President, Chief Development Officer of the Authority. Mr. Probst oversees all aspects of planning, environmental affairs, capital improvements and facilities development. Major projects completed under his leadership include the new Federal Inspection Services ("FIS") facility and the Terminal 2 Parking Plaza. Mr. Probst is currently overseeing the largest planned development program in the Authority's history, the ADP. Prior to joining the Authority in December 2017, he was the Chief Operating Officer for the Metropolitan Airports Commission (Minneapolis-St. Paul). In that role, Mr. Probst was responsible for airport planning and development activities, information technology functions, and management and operation of Minneapolis-St. Paul International Airport and six general aviation airports in the Twin Cities metropolitan area. Mr. Probst holds a Bachelor of Science degree in civil engineering, a bachelor of arts degree in architecture and a master of architecture degree from Iowa State University.

Lee Parravano, Chief Auditor. Lee Parravano is the Chief Auditor for the Authority. Prior to joining the Authority on April 4, 2018, Mr. Parravano served for five years as the Internal Auditor at the San Diego City Employees' Retirement System, the Authority's pension plan administrator. He also worked for White Nelson Diehl Evans, an accounting, audit, and tax management advisory firm, as a senior audit manager for 11 years. Mr. Parravano holds a Bachelor of Arts degree with a major in business economics from the University of California Santa Barbara and is a licensed Certified Public Accountant, a Certified Internal Auditor, and a Chartered Global Management Accountant.

Amy Gonzalez, General Counsel. Amy Gonzalez serves as the General Counsel for the Authority. She has served as an attorney representing the Authority since 2003. Prior to joining the Authority, Ms. Gonzalez served as a Deputy City Attorney for the Department of Airports of the City of Los Angeles, California, operator of Los Angeles International Airport, Van Nuys and Palmdale Regional Airports. She

has over 20 years of experience representing public entities, and, for the past 19 years, her practice has specialized in airport matters dealing with aircraft noise, rates and charges, transportation, the environment, eminent domain, contracts, concessions, revenue diversion and real property. Ms. Gonzalez graduated from St. Louis University and received a Juris Doctor from Pepperdine University School of Law. She is an adjunct professor of law at California Western School of Law.

Employees and Labor Relations

The Authority employs approximately 409 full-time employees. Approximately 133 of these employees (primarily maintenance workers, airport traffic officers and certain supervisors) are members of the Teamsters Local 911 labor union. Labor relations with respect to those 133 employees are governed by a labor agreement between the Authority and Teamsters Local 911, which will expire on September 30, 2020.

The Authority has never experienced any disruption in its operations due to labor related matters.

SAN DIEGO INTERNATIONAL AIRPORT

Introduction

SDIA is located approximately three miles northwest of downtown San Diego on 661 acres of land. SDIA is bounded by San Diego Bay, military facilities and residential areas. Dedicated on August 16, 1928, SDIA was originally named "San Diego Municipal Airport—Lindbergh Field." SDIA gained international airport status in 1934 when it became the first federally certified airfield to serve all aircraft types, including seaplanes. World War II brought significant change to the airfield when the U.S. Army Air Corps took it over in 1942 to support the war effort. The infrastructure of SDIA was improved to handle the heavy bombers being manufactured in the region during the war. This transformation, including an 8,750-foot runway (now 9,401 feet), made SDIA jet-ready long before jet passenger planes came into widespread service.

SDIA is located on land leased from the Port District. The leases for most of the land leased from the Port District expire in 2068. The land upon which SDIA is located is held in trust by the Port District pursuant to certain tideland land grants from the State to the Port District. Under current law, in the event SDIA is relocated and the current location is no longer used by the Authority for airport purposes, all of the Authority's leases with the Port District would terminate and the right to use the property subject to those leases would revert to the Port District.

According to ACI statistics, SDIA is the busiest single-runway commercial airport in the United States. SDIA is classified by the FAA as a "large air traffic hub" (an airport that enplanes over 1.0% of the total domestic passengers in the United States). As of August 2019, SDIA handled air transportation for 17 passenger airlines. In Fiscal Year 2019, SDIA enplaned approximately 12.4 million passengers (which represented an approximately 5.3% increase in enplaned passengers from the fiscal year ended June 30, 2018). For the calendar year ended December 31, 2018, approximately 96% of the passengers using SDIA were O&D passengers. According to ACI statistics, for the calendar year ended December 31, 2018, SDIA was ranked as the 24th busiest airport in the country as measured by total number of enplaned and deplaned passengers.

Pursuant to the Act, the Authority was required to study alternative sites for relocating SDIA and proposing a county-wide ballot measure regarding the relocation of SDIA. After a thorough study, the Authority concluded that the best alternative for relocating SDIA was to obtain approximately 3,000 acres at Marine Corps Air Station-Miramar and to construct a new airport on this site. In November 2006, the

voters of the County voted against the Authority's proposal to move SDIA to Marine Corps Air Station-Miramar. At this time, the Board does not plan to pursue relocation of SDIA from its current location.

Existing Facilities

The existing airfield consists of one east-west runway (Runway 9/27), which is 9,401 feet long and 200 feet wide. Runway 9/27 has sufficient capacity and is of sufficient strength to permit the operation of most existing commercial aircraft, including most large widebody aircraft. However, natural and man-made obstructions, including rising terrain, trees and buildings to the west and east of SDIA limit the effective length of the runway for certain aircraft. This limitation reduces range and/or payload capability depending on the aircraft type and the operating rules of a given carrier. Each aircraft is different with respect to, among other things, its empty weight, engine type, thrust variant, desired payload capability, and desired range. For example, the Boeing 787 is not affected by these runway limitations due to improved airfield performance capabilities. Runway 9/27 is equipped with high-intensity runway lighting and supports both precision and non-precision approaches. SDIA has a system of taxiways leading to and from the terminal area on the south side of SDIA, and to and from the north side of SDIA which is used by cargo and general aviation aircraft. See "CERTAIN INVESTMENT CONSIDERATIONS—Restrictions on Airport Facilities and Operations."

Passenger services at SDIA are located in two terminals, Terminal 1 and Terminal 2 (consisting of Terminal 2 East and Terminal 2 West). Terminals 1 and 2 provide a total of 51 aircraft gates. Terminal 1, the oldest terminal at the Airport, was opened in 1967 and renovated in 1994 and 1997. Terminal 1 is approximately 257,500 square-feet, with 19 aircraft gates. Terminal 2 East was opened in 1979 and is a two-story, approximately 225,700 square-foot facility with 13 aircraft gates. Terminal 2 West was opened in 1998 and expanded in 2013 and is a three-story, approximately 786,600 square-foot facility with 19 aircraft gates. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Airport Development Plan" for a discussion of the Authority's plans to potentially replace Terminal 1 with a new terminal of up to 30 gates.

Approximately 6,800 public parking spaces, operated by the Authority, are currently available at the Airport, including (a) approximately 5,141 short-term parking spaces located directly in front of Terminals 1 and 2 (consisting of two surface lots and the new Terminal 2 Parking Plaza that opened in 2018), (b) approximately 1,123 long-term parking spaces located in a remote lot, (c) approximately 84 spaces in a free cell phone lot located east of the Authority's administration offices, and (d) approximately 450 valet parking spaces, with curb-side drop-off in front of Terminals 1 and 2. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Capital Program" for a discussion of the Authority's plans to potentially construct a new parking structure adjacent to Terminal 1 that would contain approximately 5,500 parking spaces, which, when combined with the parking spaces that will be lost as a result of the ADP, will add a total of approximately 650 new, permanent parking spaces at the Airport.

The on-Airport rental car companies operate from the newly constructed "Rental Car Center" that consists of a customer service building, ready/return, "quick turnaround" and staging/storage areas with approximately 5,400 parking spaces, and fueling, car wash and light maintenance facilities, and is located on approximately 24.8 acres on the north-side of the Airport. The Rental Car Center opened in January 2016. A shuttle bus system transports passengers from the terminals to the Rental Car Center. See "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE—Other Obligations—Special Facility Obligations" and "AGREEMENTS FOR THE USE OF AIRPORT FACILITIES—Rental Car Agreements."

Air cargo facilities at the Airport currently provide approximately 69,000 square feet of building space in three buildings on approximately 6.7 acres of land. In September 2019, the Authority began

constructing a new 80,000 square foot passenger airline belly cargo and provisioning facility consisting of an approximately 80,000 square foot building located on approximately eight acres of land on the south side of the Airport. The Authority currently anticipates that a portion of the facility will be leased to various airlines operating at the Airport. The Authority expects a third party will operate the remaining portion of the facility as a common cargo transfer point for international and smaller air carriers' cargo and logistics needs. The Authority is currently negotiating the terms of separate lease agreements for the facility. The Authority expects the facility to be completed and operations beginning in late 2020.

The Authority also has selected a developer to design, build, finance, operate and maintain a new, 100,000 square foot, integrated cargo operator facility and an aircraft ramp on the northside of the Airport (the "North Cargo Facility"). See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Third-Party Financed Projects" for additional information on the North Cargo Facility.

Various other facilities are located at the Airport or on land located near the Airport, including, among others, a control tower, central utilities plant and fuel facilities. The previous Commuter Terminal, a three-story building with approximately 133,000 square-feet, currently serves as the offices of the Authority. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Airport Development Plan" for a discussion of the Authority's plans to construct new administrative offices as a result of the demolition of the Commuter Terminal in connection with construction of the new Terminal 1.

Air Carriers Serving SDIA

As of August 2019, 17 passenger airlines provided service from SDIA to a total of 61 U.S. cities and nine international cities, and five air carriers provided scheduled all-cargo service at SDIA. The

following table sets forth the air carriers serving SDIA as of August 2019. See "AIRLINE INDUSTRY INFORMATION."

TABLE 5
San Diego International Airport
Air Carriers Serving San Diego International Airport
(As of August 2019)

U.S. Carriers	Foreign Flag Carriers	All-Cargo Carriers
Alaska Airlines[1]	Air Canada[5]	Ameriflight
Allegiant Air	British Airways	Atlas Air
American Airlines[2]	Edelweiss Air	FedEx
Delta Air Lines[3]	Japan Airlines	United Parcel Service
Frontier Airlines	Lufthansa Airlines	West Air
Hawaiian Airlines	WestJet Airlines	
JetBlue Airways		
Southwest Airlines		
Spirit Airlines		
Sun Country Airlines		
United Airlines[4]		

[1] Operated by Alaska Airlines and Horizon Air, separately certificated airlines owned by Alaska Air Group, Inc. ("Alaska Air Group") and regional affiliate, SkyWest Airlines.
[2] Operated by American Airlines and regional affiliates, Compass Air and SkyWest Airlines.
[3] Operated by Delta Air Lines and regional affiliates, Compass Air and SkyWest Airlines.
[4] Operated by United Airlines and regional affiliate, SkyWest Airlines.
[5] Operated by affiliates, Air Canada Jazz and Air Canada Jazz Rouge.
Source: [San Diego County Regional Airport Authority]

Aviation Activity

In Fiscal Year 2019, SDIA enplaned approximately 12.4 million passengers (which represented an approximately 5.3% increase in enplaned passengers from the fiscal year ended June 30, 2018). For the calendar year ended December 31, 2018, approximately 96% of the passengers using SDIA were O&D passengers. According to ACI statistics, for the calendar year ended December 31, 2018, SDIA was ranked as the 24th busiest airport in the country as measured by total number of enplaned and deplaned passengers. During August 2019, passenger airlines and cargo carriers were operating approximately 292 departures daily at SDIA.

The following table sets forth the total domestic and international enplanements and total deplanements at SDIA for the last ten Fiscal Years and the first three months of Fiscal Years 2019 and 2020. Over the last ten Fiscal Years, total enplanements increased approximately 46%, with domestic enplanements increasing approximately 42% and international enplanements increasing approximately 356%.

TABLE 6
San Diego International Airport
Total Enplanements and Deplanements

	Enplanements						Deplanements			
Fiscal Year	Domestic Enplanements	Percent of Total	International Enplanements	Percent of Total	Total Enplanements	Percent Change	Total Deplanements	Percent Change	Total Enplanements and Deplanements	Percent Change
2010	8,339,147	98.6%	114,739	1.4%	8,453,886	(1.0)%	8,463,709	(0.9)%	16,917,595	(0.9)%
2011	8,316,322	98.5	124,798	1.5	8,441,120	(0.2)	8,427,612	(0.4)	16,868,732	(0.3)
2012	8,323,734	97.1	251,741	2.9	8,575,475	1.6	8,562,938	1.6	17,138,413	1.6
2013	8,460,959	96.8	276,658	3.2	8,737,617	1.9	8,703,351	1.6	17,440,968	1.7
2014	8,745,640	96.3	336,604	3.7	9,082,244	3.9	9,062,886	4.1	18,145,130	4.0
2015	9,381,259	96.6	331,807	3.4	9,713,066	6.9	9,696,617	7.0	19,409,683	7.0
2016	9,848,924	96.5	357,298	3.5	10,206,222	5.1	10,190,948	5.1	20,397,170	5.1
2017	10,194,718	96.2	401,765	3.8	10,596,483	3.8	10,543,584	3.5	21,140,067	3.6
2018	11,257,939	96.0	473,894	4.0	11,731,833	10.7	11,702,560	11.0	23,434,393	10.9
2019	11,832,512	95.8	523,774	4.2	12,356,286	5.3	12,335,387	5.4	24,691,673	5.4
First Three Months[1]										
2019	3,126,423	95.7	142,227	4.3	3,268,650	–	3,271,275	–	6,539,925	–
2020										

[1] July 1 through September 30. Results for the first three months of Fiscal Year 2020 may not be indicative of results for the full Fiscal Year 2020.
Source: San Diego County Regional Airport Authority

The following table sets forth total revenue operations (landings and takeoffs) at SDIA for Fiscal Years 2010 through 2019 and the first three months of Fiscal Years 2019 and 2020.

TABLE 7
San Diego International Airport
Revenue Operations

Fiscal Year	Total Operations[1]	Operations Growth
2010	194,509	(6.8)%
2011	186,181	(4.3)
2012	186,196	0.0
2013	187,322	0.6
2014	187,757	0.2
2015	195,268	4.0
2016	194,151	(0.6)
2017	201,011	3.5
2018	218,671	8.8
2019	227,931	4.2
First Three Months[2]		
2019	59,413	–
2020		

[1] For revenue-related departures and arrivals.
[2] July 1 through September 30. Results for the first three months of Fiscal Year 2020 may not be indicative of results for the full Fiscal Year 2020.
Source: San Diego County Regional Airport Authority

Air Cargo

The following table sets forth information concerning cargo traffic (enplaned and deplaned cargo) over the last ten Fiscal Years and the first three months of Fiscal Years 2019 and 2020.

TABLE 8
San Diego International Airport
Historical Enplaned and Deplaned Freight and U.S. Mail Cargo
(in tons)

Fiscal Year	Freight	Annual Percentage Change	U.S. Mail	Annual Percentage Change	Total	Annual Percentage Change
2010	108,823	3.9%	16,690	4.1%	125,513	3.9%
2011	122,204	12.3	16,802	0.7	139,005	10.7
2012	136,036	11.3	17,335	3.2	153,370	10.3
2013	138,760	2.0	18,265	5.4	157,025	2.4
2014	145,831	5.1	19,135	4.8	164,966	5.1
2015	157,229	7.8	21,386	11.8	178,614	8.3
2016	165,046	5.0	20,609	(3.6)	185,656	3.9
2017	166,446	0.8	22,161	7.5	188,606	1.6
2018	167,352	0.5	24,198	9.2	191,550	1.6
2019	162,231 [1]	(3.1)	24,238	1.0	186,469	(2.5)
First Three Months[2]						
2019	42,252	–	6,111	–	48,363	–
2020						

[1] In October 2018, Amazon opened a new "air gateway" near Ontario International Airport. Amazon transports cargo through Ontario International Airport and then uses ground transportation to delivery items into the San Diego area.
[2] July 1 through September 30. Results for the first three months of Fiscal Year 2020 may not be indicative of results for the full Fiscal Year 2020.
Source: San Diego County Regional Airport Authority.

Enplanements by Air Carriers

The following table presents total enplanements for each air carrier serving SDIA for the last five Fiscal Years. For Fiscal Year 2019, Southwest accounted for approximately 37.7% of the enplanements at SDIA, [35.7]% of the landed weight at SDIA and 14.4% of the operating revenues of the Authority. Over the past five Fiscal Years, Southwest has enplaned about one-third of the passengers at SDIA. Since approximately 96% of the passengers using SDIA are O&D passengers (based on calendar year 2018 enplanements), and the Authority relies very little on connecting enplanements, the Authority believes that any reduction in service by Southwest would probably be absorbed by one or more other airlines operating at SDIA.

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TABLE 9
San Diego International Airport
Enplanements By Air Carriers
(Ranked on 2019 Results)[1]

Air Carrier	Fiscal Year 2015	2015 Percent Share	Fiscal Year 2016	2016 Percent Share	Fiscal Year 2017	2017 Percent Share	Fiscal Year 2018	2018 Percent Share	Fiscal Year 2019	2019 Percent Share
Southwest	3,736,688	38.5%	3,840,455	37.6%	3,967,487	37.4%	4,457,984	38.0%	4,656,029	37.7%
Alaska[2]	1,172,634	12.1	1,249,548	10.9	1,326,087	10.7	1,578,470	13.5	1,702,289	13.8
United[3]	1,180,300	12.2	1,347,650	11.4	1,396,671	11.9	1,501,572	12.8	1,593,244	12.9
Delta[4]	1,268,168	13.1	1,234,034	10.4	1,268,737	10.3	1,362,135	11.6	1,504,544	12.2
American[5]	1,398,936	14.4	1,495,078	13.4	1,454,495	12.6	1,492,627	12.7	1,467,899	11.9
Spirit	252,219	2.6	327,183	3.2	287,208	2.7	318,201	2.7	323,623	2.6
Frontier	150,595	1.6	118,990	1.2	180,235	1.7	254,760	2.2	277,320	2.2
JetBlue	178,590	1.8	182,605	1.8	224,700	2.1	248,325	2.1	230,909	1.9
Hawaiian	96,963	1.0	102,462	1.0	107,776	1.0	108,971	0.9	149,744	1.2
Air Canada[6]	41,175	0.4	48,985	0.5	93,274	0.9	110,684	0.9	130,404	1.1
British Airways	84,263	0.9	89,723	0.9	90,200	0.9	82,543	0.7	83,492	0.7
Japan Airlines	59,372	0.6	59,647	0.6	59,916	0.6	62,034	0.5	66,688	0.5
Lufthansa	0	0.0	0	0.0	0	0.0	13,037	0.1	49,974	0.4
WestJet	33,723	0.3	34,516	0.3	41,043	0.4	39,285	0.3	42,939	0.3
Sun Country Airlines	28,732	0.3	34,886	0.3	40,109	0.4	41,466	0.4	40,167	0.3
Allegiant	7,406	0.1	16,825	0.2	49,480	0.5	44,934	0.4	30,750	0.2
Others[6]	23,302	0.2	23,635	0.2	9,065	0.0	14,805	0.1	6,271	0.1
Total Enplanements	9,713,066	100.0%	10,206,222	100.0%	10,596,483	100.0%	11,731,833	100.0%	12,356,286	100.0%

[1] Totals may not add due to rounding.
[2] In December 2016, Alaska Air Group acquired Virgin America Inc. Alaska and Virgin received their single operating certificate from the FAA on January 11, 2018 and began operating as Alaska Airlines on April 25, 2018. Enplanements are for Alaska, Virgin America and Alaska's regional carrier service provided by Horizon and SkyWest.
[3] Enplanements are for United and its regional carrier service provided by SkyWest.
[4] Enplanements are for Delta and its regional carrier service provided by Compass and SkyWest.
[5] Effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc. American Airlines and US Airways began operating as a single airline (under the American brand) in October 2015. Enplanements are for both American and US Airways and American's regional carrier service provided by Compass.
[6] Enplanements are for Air Canada Rouge and Jazz Aviation, both affiliates for Air Canada.
[7] "Others" includes airlines that ceased operating at SDIA during the period shown in the table, and airlines with a Fiscal Year 2019 market share of less than 0.2%.
Source: San Diego County Regional Airport Authority

Landed Weight

The following table sets forth the total revenue landed weight for the largest passenger airlines and cargo carriers serving SDIA for the last five Fiscal Years, ranked on Fiscal Year 2019 results.

TABLE 10
San Diego International Airport
Total Revenue Landed Weight
(Ranked on Fiscal Year 2019 Results)
(in thousands of lbs.)[1]

Airline/Cargo Carrier	2015	2016	2017	2018	2019	2019% of Total
Southwest	4,214,314	4,257,162	4,470,104	4,924,451	5,180,064	35.8%
Alaska[2]	1,265,328	1,360,980	1,545,488	1,828,522	1,995,130	13.8
United[3]	1,394,106	1,461,056	1,515,672	1,611,065	1,701,559	11.8
Delta[4]	1,304,596	1,361,671	1,416,839	1,484,342	1,616,827	11.2
American[5]	1,499,407	1,620,768	1,576,026	1,627,081	1,566,041	10.8
FedEx	384,686	444,038	390,716	388,782	375,807	2.6
Spirit	296,925	351,977	286,162	328,424	331,366	2.3
JetBlue	193,848	199,232	244,364	293,160	281,715	1.9
Frontier	153,880	115,238	167,590	232,794	247,145	1.7
Hawaiian	146,284	147,406	147,568	161,486	237,560	1.6
British Airways	166,980	183,760	217,360	208,926	210,432	1.5
United Parcel Service	127,660	135,318	146,778	143,678	138,860	1.0
Japan Airlines	138,700	139,080	139,626	138,745	138,700	1.0
Air Canada[6]	48,216	57,375	101,552	116,381	138,417	1.0
Lufthansa	0	0	0	29,727	103,322	0.7
Atlas Air	28,560	72,890	71,988	70,278	71,076	0.5
Sun Country	35,163	41,302	48,589	49,687	44,972	0.3
WestJet	36,080	37,144	44,880	39,488	42,540	0.3
Allegiant	7,053	17,403	57,227	47,516	31,927	0.2
Others[7]	81,933	49,115	27,538	45,412	27,770	0.2
Total	11,523,720	12,052,913	12,616,066	13,769,945	14,481,229	100.0%
Annual % Change	3.0%	4.6%	4.7%	9.1%	5.2%	

[1] Totals may not add due to rounding.
[2] In December 2016, Alaska Air Group acquired Virgin America Inc. Alaska and Virgin received their single operating certificate from the FAA on January 11, 2018 and began operating as Alaska Airlines on April 25, 2018. Landed weight is for Alaska, Virgin America and Alaska's regional carrier service provided by Horizon and SkyWest.
[3] Landed weight is for United and its regional carrier service provided by SkyWest.
[4] Landed weight is for Delta and its regional carrier service provided by Compass and SkyWest.
[5] Effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc. American Airlines and US Airways began operating as a single airline (under the American brand) in October 2015. Landed weight is both American and US Airways and American's regional carrier service provided by [_____].
[6] Landed weight is for Air Canada Rouge and Jazz Aviation, both affiliates for Air Canada.
[7] "Others" includes airlines/cargo carriers that ceased operating at SDIA during the period shown in the table, and airlines/cargo carriers with a Fiscal Year 2019 market share of less than 0.2%.
Source: San Diego County Regional Airport Authority

Emergency Preparedness

The Authority has an approved Airport Emergency Plan ("AEP") as required under FAA regulations. The AEP addresses essential emergency-related and deliberate actions planned to ensure the safety of and emergency services of the populace of SDIA and the surrounding communities. The AEP is

reviewed with stakeholders on a regular basis and exercises (i.e. tabletop or full-scale field) are conducted annually to test the readiness of the plan.

The Authority also has prepared a Business Continuity Plan ("BCP") to assist the organization in managing (a) minor events - business disruptions impacting a single Authority function/department, (b) moderate events – business disruptions impacting multiple Authority functions/department, and (c) major events – business disruptions impacting the entire Authority/SDIA. The plan contains information on emergency contact details, strategies to mitigate impact, procedures to be implemented and communication processes to be followed in response to business disruptions. The BCP is to be initiated at the outset of a disruptive event and includes operating SDIA during the emergency situation and business recovery steps to return the operation back over to regular management after the BCP leader deems the recovery to be complete.

All employees of the Authority are responsible for maintaining the continuous operation of the organization in the event of a disaster. While the BCP does not include recovery activities that are part of the AEP, it is the intent of management that both plans work in tandem with each other during an emergency incident. The Authority's internal Audit department periodically reviews the BCP and provides comments and suggestions for its improvement.

The Authority has developed, tested and evaluated a comprehensive set of emergency procedures for a probable disruptive event. These procedures and precautions seek to minimize the operational and financial impact on SDIA and the Authority. However, the Authority cannot predict whether SDIA would need to cease operations in the event of an emergency or what types of emergencies would cause SDIA to cease operating. The Authority is not able to predict for how long SDIA would be closed and whether the Authority's reserves would be adequate to return SDIA to full operation in the event of a cessation of operations due to an emergency.

AGREEMENTS FOR THE USE OF AIRPORT FACILITIES

The Authority has entered into, and receives payments under, different agreements with various airlines and other parties, including operating and lease agreements relating to landing fees and the leasing of space in terminal buildings, other building and miscellaneous leases regarding the leasing of cargo and hangar facilities, and concession agreements relating to the sale of goods and services at SDIA.

Agreements with Passenger Airlines and All-Cargo Carriers

Airline Lease Agreements. The Authority has entered into separate, but substantially similar, Airline Operating and Lease Agreements (the "Airline Lease Agreements") with 12 passenger airlines operating at SDIA (the "Signatory Passenger Airlines") and 3 all-cargo carriers (the "Signatory Cargo Carriers," and together with the Signatory Passenger Airlines, the "Signatory Airlines"). The Signatory Passenger Airlines are currently Air Canada, Alaska, American, Delta, Frontier, Hawaiian, Japan Airlines, JetBlue, Southwest, Spirit, United and WestJet; and the Signatory Cargo Carriers are currently Atlas, FedEx and UPS. The Airline Lease Agreements cover the use of and rate-setting mechanisms for the airfield and terminal facilities at SDIA. The Airline Lease Agreements have a term commencing on July 1, 2019 and terminating on June 30, 2029, unless terminated earlier pursuant to their terms. The Signatory Airlines have no rights under the Airline Lease Agreements to terminate their respective Airline Lease Agreements prior to June 30, 2029.

Under the Airline Lease Agreements, the Signatory Passenger Airline operating in Terminal 1-East (Southwest) has exclusive rights to use the "Exclusive Use Premises" which consist of ticket counters, free-standing self-service kiosks, skycab podiums, curbside positions, and associated passenger queuing areas

(on a transitional basis until the new Terminal 1 facilities are constructed), ticket and baggage service offices and operational support areas. Under the Airline Lease Agreements, the Signatory Passenger Airlines operating in Terminal 1-West (Frontier, JetBlue, Spirit, and WestJet) and Terminal 2 (Air Canada, Alaska, American, Delta, Hawaiian, Japan Airlines and United) operate under "Common Use Premises" for ticket counters, free-standing self-service kiosks, skycap podiums, curbside positions and queuing areas, and "Exclusive Use Premises" for ticket and baggage offices and operation support offices. The Signatory Passenger Airlines in both Terminals 1 and 2 also receive the nonexclusive right to use "Joint-Use Premises," which include passenger hold rooms, passenger screening, baggage claim areas, passenger loading bridges, baggage handling systems, and information displays and paging; "Public Areas," which include sidewalks, concourses, corridors, lobbies, passageways, restrooms, elevators, escalators and other similar space made available by the Authority from time to time; and "Airfield Areas," which include (1) facilities, equipment, improvements, runways, taxiways, and control towers, for the purpose of controlling or assisting arrivals, departures and operations of aircraft, (2) all airline apron areas not leased exclusively, including without limitation Aircraft Parking Positions (3) other airport-related facilities operated and maintained by the FAA or any other federal agency, (4) security fences and service roads located on the Airport and related to the rest of the Airfield Area, (5) signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield Area, (6) aircraft rescue and fire-fighting services, (7) aircraft fueling systems, and (8) noise monitoring/mitigation program costs.

Pursuant to the Airline Lease Agreements, the landing fees at SDIA are calculated based on a residual rate-setting methodology and the terminal rental rates at SDIA are calculated based on a compensatory rate-setting methodology. Each Signatory Airline is required to pay landing fees on a monthly basis equal to the landed weight of each such Signatory Airline's planes which landed at SDIA for such month multiplied by the landing fee rate. The landing fee rate is set at the beginning of each Fiscal Year by first determining the airfield area requirement. The airfield area requirement is calculated as: (a) the sum of Operation and Maintenance Expenses of the Airport System, annual net debt service, amortization charges, reserve deposits, coverage charges, Major Maintenance Fund deposits and bad debt expenses attributable or allocable to the airfield, and fuel system costs; minus (b) the sum of fuel flowage fee revenue, fingerprinting revenue, ground handling concession revenue, 70% of inflight catering revenue and any federal, State or local grants that are attributable or allocable to the airfield. The landing fee rate is then calculated by subtracting the sum of non-signatory landing fees, aircraft parking position rentals, aircraft parking position turn fees and aircraft parking position overnight fees from the airfield area requirement and then dividing such result by the cumulative maximum gross landed weight of the Signatory Airlines for the Fiscal Year.

Each Signatory Passenger Airline is required to pay terminal rentals on a monthly basis equal to the total area of the terminals allocable to each such Signatory Passenger Airline multiplied by the terminal rental rate. The terminal rental rate is set at the beginning of each Fiscal Year by first determining the base terminal area rental rate and the supplemental terminal rental rate. The base terminal area rental rate is calculated as: (a) the sum of Operation and Maintenance Expenses of the Airport System, annual net debt service, amortization charges and reserve deposits attributable or allocable to the terminal, minus (b) FIS fee revenues and any federal, State or local grants received to offset Operation and Maintenance Expenses of the Airport System, annual net debt service or reserve deposits attributable or allocable to the terminal, divided by (c) the total square footage of leasable space in the terminal. The supplemental terminal rental rate is calculated as (i) the sum of coverage charges, Major Maintenance Fund deposits and bad debt expenses attributable or allocable to the terminal, divided by (ii) the square footage of spaced leased by the airlines in the terminal. The base terminal area rental rate and the supplemental terminal rental rate are then added together to calculate the terminal rental rate.

Pursuant to the Airline Lease Agreements, in addition to landing fees and terminal rentals, the Signatory Passenger Airlines are required to pay other fees and charges, including among others, aircraft parking position fees, aircraft parking position turn fees and aircraft parking position overnight fees. As described above, as part of the landing fee rate and the terminal rental rate, the Signatory Airlines have agreed to pay coverage charges which are equal to the sum of (a) 140% of the debt service on the Senior Bonds, the Subordinate Obligations and any other indebtedness of the Authority, plus (b) the Operation and Maintenance Expenses of the Airport System, minus (c) Revenues, PFCs and Federal Direct Payments used to pay debt service on the Senior Bonds, the Subordinate Obligations and any other indebtedness of the Authority.

Pursuant to the Airline Lease Agreements, for each Fiscal Year, the Authority is required to develop budgeted landing fee rates, terminal rental rates, aircraft parking position rentals and fees, joint use fees, and common use fees. Before formally adopting the budget, and any resulting rental, fees, or charges, the Authority must consult with the Signatory Airlines and consider their comments regarding the budget and the calculation of the estimated rents, fees, and charges. Pursuant to the Airline Lease Agreements, the Authority will review the rents, fees, and charges at least once during the Fiscal Year. If during any review the Authority finds that the estimated rents, fees, and charges vary by more than 5% from those originally budgeted or previously estimated by the Authority, the Authority may, after consultation with the Signatory Airlines, adjust the rents, fees, and charges.

Within six months after the close of each Fiscal Year, the Authority will calculate the final rent, fees and charges based on actual results for the Fiscal Year. Any difference between the budgeted rents, fees, and charges paid by the Signatory Airlines and the actual rents, fees, and charges chargeable to the Signatory airlines based on actual results shall be either refunded by the Authority or the Signatory Airlines shall pay the Authority the difference. If the actual rents, fees and charges paid by a Signatory Airline in a Fiscal Year are less than $500,000 (for a Signatory Passenger Airline) or $250,000 (for a Signatory Cargo Airline), such Signatory Airline will be required to make a supplemental payment to the Authority so that total payments for the Fiscal Year are at least $500,000 (for a Signatory Passenger Airline) or $250,000 (for a Signatory Cargo Airline). Any amount due the Signatory Airlines as a result of such final accounting will be paid in the form of a cash payment to the Signatory Airlines in the next ensuing month. Any amount due the Authority as a result of such final accounting will be invoiced to the Signatory Airlines and due and payable within 30 days of the invoice.

Except as described below with respect to Off-Airport Public Transportation Projects, the Airline Lease Agreements do not require the Authority to receive the approval of the Signatory Airlines for the construction of the projects included in the Master Plan, the Capital Program or the ADP. Under the Airline Lease Agreements the Signatory Airlines have agreed that the Authority can fund one or more Off-Airport Public Transportation Projects that are approved by the FAA. The Signatory Airlines have agreed to $75 million in funding of Off-Airport Public Transportation Projects with no contribution from other agencies, an additional $125 million with $200 million in legally binding commitments from third parties, and an additional $150 million with an additional $150 million in legally binding commitments from third parties. The aggregate Authority contribution cannot exceed $350 million without Signatory Airline approval.

In accordance with the Airline Lease Agreement, the Authority has established the Major Maintenance Fund to fund capital projects in the airfield area, the terminal area, for common use systems and airline terminal support costs centers and capital projects in indirect cost centers to the extend allocable to the airfield area, the terminal area, for common use systems and for airline terminal support cost centers. Each Fiscal Year, the Authority has agreed to deposit $40 million to the Major Maintenance Fund from the following revenue sources: $15 million from the airfield area; $15 million from the terminal area; and $10 million from non-airline revenues.

See "APPENDIX D— SUMMARY OF CERTAIN PROVISIONS OF AIRLINE LEASE AGREEMENT" for a more detailed description of the terms of the Airline Lease Agreements.

Affiliate Airline Operating Agreements. In an effort to better match capacity with demand in some markets, certain Signatory Passenger Airlines have entered into agreements with affiliated airlines to operate smaller aircraft on behalf of those Signatory Passenger Airlines. "Affiliate Airlines" are airlines that (a) have been designated by a Signatory Passenger Airline to operate at SDIA as its Affiliate, (b) have executed an Affiliate Airline Operating Agreement with the Authority and the Signatory Passenger Airline, (c) fly in or out of the Airport solely for the benefit of a Signatory Airline and providing transportation of property or passengers for the Signatory Airline under the name of the Signatory Airline, (d) if flying under its own name, not selling any seats in its own name and all seats are being sold in the name of the Signatory Airline or (e) a wholly-owned subsidiary of the Signatory Airline or a subsidiary of the same corporate parent as the Signatory Airline. Generally, the same rates, fees and charges applicable to the Signatory Passenger Airline's operations at SDIA also apply to the Affiliate Airline's operations at SDIA. In the event an Affiliate Airline fails to pay fees and charges to the Authority, the applicable Signatory Passenger Airline is responsible for the fees and charges billed to its Affiliate Airline. The following table sets forth the Affiliate Airlines currently operating at the Airport and their affiliated Signatory Passenger Airlines.

TABLE 11
San Diego International Airport
Signatory Passenger Airlines and Their Affiliate Airlines

Signatory Passenger Airline	Affiliate Airline
Air Canada	Air Canada Rouge
Air Canada	Jazz Aviation
Alaska Airlines	Horizon Air
Alaska Airlines	SkyWest Airlines
American Airlines	Compass Air
Delta Air Lines	Compass Air
United Airlines	SkyWest Airlines

Source: San Diego County Regional Airport Authority

Non-Signatory Airline Operating Agreements. Passenger airlines and cargo carriers operating at SDIA that are not a party to an Airline Lease Agreement or an Affiliate Airline Operating Agreement (the "Non-Signatory Airlines"), operate at the Airport pursuant to a Non-Signatory Airline Operating Agreement. The Non-Signatory Airlines are currently Allegiant, British Airways, Edelweiss, Lufthansa, Sun County and Ameriflight [and WestAir]. The terms of the Non-Signatory Airline Operating Agreements are generally the same as the terms of the Airline Lease Agreements, except that the landing fees and terminal rentals paid by the Non-Signatory Airlines are higher than the fees and rates paid by the Signatory Airlines under the Airline Lease Agreements (20% higher), except for FIS fees.

See "FINANCIAL INFORMATION—Summary of Financial Results" for information with respect to aviation revenues collected by the Authority in Fiscal Year 2019.

Parking Agreement

The Authority has entered into an agreement with ACE Parking Management Inc. ("ACE Management") for the management of the parking facilities at SDIA. The agreement with ACE Management expires on September 30, 2021, however, the agreement has an option for two 1-year extensions, that may be exercised at the sole discretion of the Authority. The agreement requires ACE Management to remit the gross revenues from the parking facilities it operates, on a daily basis, to the Authority. As compensation for ACE Management's performance under the agreement, the Authority pays ACE Management a fixed annual management fee and reimburses ACE Management for expenses incurred in the management and operation of the parking facilities.

The Authority sets rates for parking in the Authority's public parking lots. For Fiscal Year 2020, long-term parking rates will be $20 per day ($15 per day with an advance reservation), and short-term parking rates will be $6 for the first hour and a maximum of $32 for the first day, with every additional day being $32 per day (the daily rate is $19 per day with an advance reservation).

For Fiscal Year 2020, valet parking rates will be $40 per day. Customers who reserve parking in advance of arriving at SDIA pay a discounted rate for valet parking ($35 per day). Public parking accounted for approximately $46.7 million of operating revenues in Fiscal Year 2019, equal to approximately 15.8% of operating revenues or approximately 34.6% of nonairline revenues.

Rental Car Agreements

As of July 1, 2019, there were 13 rental car companies (operating a total of 21 brands) authorized by the Authority to provide rental car services at SDIA. All of the major national brands are represented at SDIA (Advantage, Alamo, Avis, Budget, Dollar, Enterprise, E-Z, Hertz, National, Thrifty and ZipCar) as well as regional brands (Economy, Fox, Green Motion, Payless and Silvercar by Audi) and local brands (A1, Ace, Airport Van Rental, Mex Rent a Car and Pacific). Sixteen of the brands lease space within and operate from the Rental Car Center (the "On-Airport Rental Car Companies"). The remaining five brands operate off-Airport by shuttling passenger between the Rental Car Center and their off-Airport facilities (the "Off-Airport Rental Car Companies"). All rental car companies operating at the Airport must use the busing system to transport passengers to the terminals.

The Authority and each of the On-Airport Rental Car Companies have entered into a Non-Exclusive On-Airport Rental Car Concession Agreement (each a "Rental Car Concession Agreement"), pursuant to which the Authority has granted to each of the Rental Car Companies the right to operate a rental car concession at the Airport from the Rental Car Center on a nonexclusive basis for the purpose of arranging rental car services for the benefit of Airport customers where such rental car service is furnished by or on behalf of the Rental Car Company. Pursuant to the Rental Car Concession Agreements, each of the On-Airport Rental Car Companies pay the Authority a monthly concession fee equal to the greater of (a) a minimum monthly guarantee set forth in the Rental Car Concession Agreements or (b) 10% of the monthly gross revenues of such On-Airport Rental Car Company. Each of the Rental Car Concession Agreements expire on June 30, 2026. The On-Airport Rental Car Companies have agreed that the Authority will have, at the Authority's sole discretion, the option to extend the Rental Car Concession Agreements for four separate 5-year periods. Each additional 5-year term for which this option is exercised will commence at the expiration of the immediately preceding term. The Off-Airport Rental Car Companies operated at the Airport pursuant to a Non-Exclusive Off-Airport Rental Car Concession Agreement.

In addition to the Rental Car Concession Agreements, the Authority and each of the On-Airport Rental Car Companies have entered into a "Rental Car Center Lease Agreement." Pursuant to the terms of the Rental Car Center Lease Agreements, the Authority agreed to construct the Rental Car Center and the

On-Airport Rental Car Companies have agreed to collect CFCs, pay Bond Funding Supplemental Consideration in the event CFCs are not sufficient to pay debt service on the Series 2014 Special Facilities Bonds, pay ground rent with respect to the respective space leased in the Rental Car Center, and certain reimbursable operating and maintenance costs of the Rental Car Center. Only Rental Car Companies that have entered into a Rental Car Concession Agreement are allowed to enter into a Rental Car Lease Agreement.

Pursuant to Section 1936 of the California Civil Code, on October 4, 2012, the Board authorized the following CFC collection rates on rental cars rented from the rental car companies operating at SDIA: $6.00 per transaction day, effective November 1, 2012; $7.50 per transaction day, effective January 1, 2014; and $9.00 per transaction day, effective January 1, 2017 (each such rate limited to 5 transaction days per transaction). The CFC is collected by the rental car companies from their customers and subsequently transferred to the Authority (or the trustee for the Series 2014 Special Facilities Bonds). The CFC revenues were used and are being used to pay the debt service on the Series 2014 Special Facilities Bonds, to fund certain funds and accounts associated with the Series 2014 Special Facilities Bonds and the costs of the operation and maintenance of the Rental Car Center, and to provide for the busing system between the terminals and the Rental Car Center. CFC revenues are not included in Revenues and are not available for the payment of debt service on the Senior Bonds or the Subordinate Obligations (including the Subordinate Series 2019/20 Bonds).

The Authority received approximately $34.3 million in payments (not including CFCs) from the On-Airport Rental Car Companies and Off-Airport Rental Car Companies in Fiscal Year 2019. The Authority recorded the receipt of approximately $41.9 million of CFC revenues in Fiscal Year 2019. The CFC revenues are not pledged to or available to pay the Subordinate Series 2019/20 Bonds. The CFC revenues are pledged to and are used to pay the Series 2014 Special Facilities Bonds and other costs related to the Rental Car Center.

Terminal Concessions, Advertising and Other Agreements

As part of its Concessions Development Program, the Authority entered into [18] leases with a variety of vendors for 83 food, beverage and retail units at SDIA. The leases with respect to the food and beverage units commenced on the date the applicable concession space was available for beneficial use by the vendor and expires on a date 10 years after such date of available use. The leases with respect to the retail units commenced on the date the applicable concession space was available for beneficial use by the vendor and expires on a date 7 years after such date of available use. The leases provide for rental payments equal to the greater of a minimum annual guarantee ("MAG") or a percentage of gross income. For Fiscal Year 2019, gross sales for food and beverage outlets were $96.1 million, providing approximately $14.0 million in operating revenues to the Authority (which equaled a percentage of the gross sales for food and beverage outlets). For Fiscal Year 2019, gross sales for gift, news and specialty retail outlets were $50.7 million, providing approximately $8.2 million in operating revenues to the Authority (which equaled a percentage of the gross sales for gift, news and specialty retail outlets).

Effective November 1, 2018, the Authority entered into a new in-terminal advertising lease with Clear Channel. The in-terminal advertising lease has a ten-year term and provides for payments from Clear Channel equal to the greater of a MAG or a percentage of gross income received by Clear Channel from advertisements at SDIA. From November 1, 2018 through June 30, 2019, gross advertising income was $1.9 million, providing approximately $1.0 million in operating revenues to the Authority.

The Authority also has entered into agreements with operators of vending machines, airport carts, ATMs and certain other concessionaires. Most of these operators pay the Authority the greater of a MAG

or a percentage of gross income. Additionally, the Authority recovers certain costs of operating the concession program and collects a marketing fee from the concessionaires to promote the program.

FINANCIAL INFORMATION

Summary of Financial Operations

Budgeting Process. The Authority operates on a July 1 through June 30 Fiscal Year. The annual budget cycle includes the preparation of two budgets: one to be adopted by the Board for the next Fiscal Year and a conceptual budget for the subsequent Fiscal Year that the Board approves but does not adopt. The budget process usually begins in October with senior management collaborating with the Board to update, review and formulate the strategies and initiatives that will drive business performance. From October to January, the management team engages in cross-functional discussions to arrive at key decisions and agreements. The effort is designed to align divisional requirements with the Authority's overall strategies and initiatives. The Board is briefed continually to solicit input and direction throughout the process. As appropriate, strategic planning workshops and detailed briefings on the proposed operating and capital program budgets are held with the Board.

In January, the budget staff reviews financial results of the first six months of the then-current Fiscal Year. In February and March departments submit budget requests reflecting operating needs and programs to achieve the Authority's strategies and initiatives. Meetings are held with each division to review their budget requests and weigh the cost/benefit impact, where appropriate.

To ensure that the budget is funded adequately and to maintain the Authority's strong financial condition, the Financial Management team prepares an airline revenue budget that incorporates budget expenditure requests into the rate setting formula to determine projected rates, fees and charges to the airlines and other tenants.

From April to June, proposed operational and capital program budgets are distributed to the Board and a budget workshop is held to review the materials for input and guidance. The Board adopts the budget as a whole, and it may be amended as required, with Board approval, at any time during the year.

On May 30, 2019, the Board adopted the budget for Fiscal Year 2020 and approved, in concept, the budget for Fiscal Year 2021. The conceptual budget for Fiscal Year 2021 approved by the Board will be brought back to the Board in 2020 for review, any needed revisions and final adoption.

In 2019, the Authority received its 14th consecutive Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada ("GFOA") for its annual budget for Fiscal Year 2019.

Fiscal Year 2020 Budget. Budgeted operating and non-operating revenues for Fiscal Year 2020 are $476.8 million, an increase of $64.3 million (or 15.6%) over Fiscal Year 2019 budgeted operating and non-operating revenues. This increase can be primarily attributed to an increase in airline revenues, ground transportation revenue, rental car revenue, terminal concessions, PFCs, interest income and capital grant contributions. Budgeted expenses for Fiscal Year 2020 are projected to increase $18.0 million, or 6.0%, over Fiscal Year 2019 budgeted expenses (which were $299.7 million). This increase is primarily attributable to increases in debt service costs, personnel costs and utilities. The Fiscal Year 2020 budget assumes 12.6 million enplaned passengers, as compared to (a) 11.8 million enplaned passengers in the Fiscal Year 2019 budget (a 6.4% increase), and (b) 12.4 million actual enplaned passengers for Fiscal Year 2019 (a 2.2% increase).

Conceptual Fiscal Year 2021 Budget. Budgeted operating and non-operating revenues for Fiscal Year 2021 are $496.1 million, an increase of $19.3 million (or 4.0%) over Fiscal Year 2020 budgeted operating and non-operating revenues. This increase can be primarily attributed to an increase in airline revenues and ground transportation revenues. Budgeted expenses for Fiscal Year 2021 are projected to increase $17.5 million, or 5.5%, over Fiscal Year 2020 budgeted expenses (which are $317.6 million). This increase is primarily attributable to increases in debt service costs, personnel costs, safety and security costs and maintenance. The Fiscal Year 2021 budget assumes 12.8 million enplaned passengers, versus 12.6 million enplaned passengers in the Fiscal Year 2020 budget (a 2.0% increase).

Internal Controls. The Authority's Vice President, Chief Financial Officer establishes a system of internal controls that provides reasonable assurance regarding the achievement of objectives in the following categories: safeguarding assets; ensuring validity of financial records and reports; promoting adherence to policies, procedures, regulations and laws; and promoting effectiveness and efficiency of operations. A Chief Auditor heads the internal audit department that conducts financial reviews and audits on a periodic basis, and reports directly to the Board. In addition, the Authority has external auditors who review the annual financial statements of the Authority and express an opinion that the contents present fairly, in all material respects, the financial condition of the Authority.

Debt Issuance and Management Policies. The Authority has established formal debt issuance and management policies (the "Debt Policies") that were last amended by the Board in 2019. The Debt Policies contain the policies of the Authority that govern its existing and anticipated debt obligations. The Debt Policies contain, among other things, several goals and targets with respect to the Authority's outstanding debt coverage ratios, airline costs per enplaned passenger, debt to enplaned passenger ratios and available liquidity. The Debt Policies include: (a) a debt service coverage target (Net Revenues (which, for purposes of the Debt Policies, includes PFCs used to pay debt service and the Federal Direct Payments) divided by annual debt service) of 1.40 times for combined debt service on Senior Bonds and Subordinate Obligations; (b) a goal that the debt to enplaned passenger ratio will not exceed $150 per enplaned passenger; and (c) a target of unrestricted reserves of 600 days of budgeted operating and maintenance expenses for the current fiscal year. The Debt Policies are only the internal goals and targets of the Authority. A failure of the Authority to meet any of these goals and targets are not Events of Default under the Master Senior Indenture or the Subordinate Indenture.

Investment Practices. It is the policy of the Authority to invest public funds in a manner that will provide the highest security of the funds under management while meeting the daily cash flow demands of the Authority. The investment policies and practices of the Authority are based upon prudent money management and conform to all state and local statutes governing the investment of public funds. The Authority is authorized by California Government Code Section 53600 *et seq*. and Section 53630 *et seq*. to invest in investments listed therein. Prohibited investments include but are not limited to, inverse floating rate notes, range notes, interest-only strips that are derived from a pool of mortgages and common stock. The Authority may not invest any funds in any security that could result in zero interest accrual and zero discount accretion if held to maturity. Investments that exceed five years to maturity require authorization by the Board at least 30 days prior to purchase.

The following table sets forth a summary of the Authority's investments as of June 30, 2019:

TABLE 12
San Diego County Regional Airport Authority
Investments
(As of June 30, 2019)

Security Type	Market Value as of June 30, 2019	Percentage of Portfolio
U.S. Agency Securities	$135,540,168	25.6%
U.S. Treasuries	115,975,780	21.9
Medium Term Notes	67,172,042	12.7
San Diego County Investment Pool	56,765,755	10.7
Local Area Investment Fund (LAIF)	50,095,523	9.5
Collateralized Bank Demand Deposits	40,558,128	7.7
Negotiable Certificates of Deposit	18,914,775	3.6
Cal Trust	15,952,044	3.0
Certificates of Deposit	15,923,749	3.0
Supra Nationals	12,687,291	2.4
Money Market Fund	153,611	<0.0
Total	$529,738,866	100.0%

Source: San Diego County Regional Airport Authority June 30, 2019 Investment Report.

Derivatives Policy. In September 2007, the Board adopted a derivatives policy which provides guidelines to be used by the Authority when entering into derivative financial products, including, but not limited to, interest rate swaps, interest rate caps and rate locks. As of the date of this Official Statement, the Authority has not entered into any contracts for derivative financial products.

Summary of Financial Results

Financial Results for Fiscal Years 2015 through 2019. The following table summarizes the financial results from operations for the Authority for Fiscal Years 2015 through 2019. See "APPENDIX B—AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018." BKD, LLP, the Authority's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included in Appendix B attached hereto, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this Official Statement.

TABLE 13
San Diego County Regional Airport Authority
Statements of Revenues, Expenses and Change in Net Position
(Dollars in Thousands)[1]

	2015[2]	2016[3]	2017	2018[4]	2019
Operating revenue:					
Aviation revenue					
Landing fees	$ 21,390	$ 23,985	$ 24,612	$ 23,900	$ 24,816
Aircraft parking fees	2,716	2,701	2,927	3,236	3,471
Building rentals	48,153	53,536	56,575	62,241	70,912
Security surcharge	25,180	29,223	29,468	32,303	33,559
Other aviation revenue	4,893	2,760	2,799	1,476	1,596
Concession revenue	52,496	56,274	61,256	65,610	71,256
Parking and ground transportation revenue	41,633	48,106	49,407	53,254	62,818
Ground rentals	13,074	16,226	20,053	22,109	22,810
Other operating revenue	971	1,183	1,750	1,949	2,440
Total operating revenue	210,505	233,994	248,847	266,079	293,679
Operating expenses:					
Salaries and benefits	39,211	42,025	46,874	47,866	49,578
Contractual services	32,422	38,215	44,372	45,249	49,903
Safety & security	23,464	28,721	28,422	30,733	31,397
Space rental	10,433	10,367	10,190	10,190	10,191
Utilities	10,152	11,480	10,736	12,509	13,194
Maintenance	14,516	14,122	14,270	12,603	13,436
Equipment and systems	1,805	708	506	598	375
Material and supplies	519	536	611	656	657
Insurance	1,145	949	956	1,098	1,200
Employee development & support	1,136	1,242	1,347	1,248	1,045
Business development	2,493	2,390	2,347	3,246	2,630
Equipment rental and repair	2,951	2,852	3,095	3,124	3,614
Total operating expenses before depreciation and amortization	140,250	153,608	163,726	169,120	177,219
Income from operations before depreciation and amortization	70,255	80,386	85,121	96,959	116,460
Depreciation and amortization	81,887	87,821	95,229	105,532	124,329
Operating (loss)	(11,632)	(7,435)	(10,108)	(8,573)	(7,869)
Non-operating revenues (expenses):					
Passenger facility charges	38,517	40,258	42,200	46,953	49,198
Customer facility charges	32,465	33,208	36,528	41,037	41,919
Quieter Home Program, net	(2,811)	(3,698)	(785)	(2,747)	(3,192)
Joint Studies Program	(145)	(101)	–	(114)	(99)
Interest income	5,747	5,999	5,689	9,426	25,533
Interest expense	(55,187)	(50,636)	(58,179)	(68,411)	(74,501)
"Build America Bond" rebate	4,631	4,656	4,651	4,666	4,686
Other revenues (expenses), net	1,367	2,247	(14,676)	(9,281)	(510)
Non-operating revenue, net	24,584	31,933	15,428	21,529	43,033
Income before capital grant contributions	12,952	24,498	5,321	12,956	35,164
Capital grant contributions	10,765	10,477	1,904	13,079	8,213
Change in net position	23,717	34,975	7,224	26,035	43,378
Prior Period Adjustment	(7,995)	(1,767)	–	717	–
Net position, beginning of year	727,017	742,740	775,949	783,173	809,925
Net position, end of year	$742,740	$775,949	$783,173	$809,925	$853,302

[1] Totals may not add due to rounding.
[2] Certain amounts for Fiscal Year 2015 were restated in accordance with Governmental Accounting Standards Board Statement No. 65.
[3] Certain amounts for Fiscal Year 2016 were restated in accordance with Governmental Accounting Standards Board Statement No. 68.
[4] Certain amounts for Fiscal Year 2018 were restated in accordance with Governmental Accounting Standards Board Statement No.75.
Source: Derived from the audited financial statements of the Authority.

Management's Discussion of Fiscal Year 2019 Financial Results. Total operating revenue for Fiscal Year 2019 increased $27.6 million or 10.4% over Fiscal Year 2018. Aviation revenue for Fiscal Year 2019 increased $11.2 million or 9.1% over Fiscal Year 2018. The increase in total airline revenue was primarily due to an increased cost recovery for the airlines due to higher operating expenses and amortization of capital projects. A large component of airline revenues consist of terminal rentals which increased by $8.7 million or 13.9% due to increased terminal operating costs and amortization of cash funded projects including the FIS project and other terminal improvements. Additionally, security surcharges increased by $1.3 million or 3.9%, primarily due to an increase of the security checkpoint footprint and the higher terminal rental rate for the security checkpoints. Concession revenue increased by $5.6 million or 8.6% reflecting increased enplanements and higher per-enplanement sales. Parking and ground transportation revenue increased by $9.6 million or 18.0%, due to higher enplanements and new fees charged to Transportation Network Companies, such as Uber and Lyft ("TNCs") for drop-offs.

Operating expenses, before depreciation and amortization expense, for Fiscal Year 2019 increased by $8.1 million, or 4.8%, from $169.1 million in Fiscal Year 2018 to $177.2 million. Contributing to this increase were the following: salaries and benefits increased $1.7 million or 3.6%, mostly due to planned wage and benefit increases and increased pension contribution; and contractual services increased by $4.7 million or 10.3%, as a result of increased shuttle services at the terminal and higher environmental costs. Maintenance costs increased by $833,000 or 6.6% as a result of major refurbishments including the baggage handling systems and the Airfield Operating Area access stairs. Utilities increased by $685,000, or 5.5%, due to expanded facilities including the new FIS and the Terminal 2 Parking Plaza along with rate increases from the utility company; and safety and security increased $664,000, or 2.2%, reflecting an increase in employee screening in the terminals and higher airfield rescue and firefighting hourly rates and training.

Depreciation and amortization increased by $18.8 million as both the FIS and the Terminal 2 Parking Plaza were brought into service.

Non-operating revenue (net) increased by $21.5 million or 99.9% in Fiscal Year 2019. Investment income increased by $16.1 million; a portion of the increase was caused by the Fiscal Year 2018 unrealized loss on investments of $3.0 million swinging to an unrealized gain of $8.8 million in Fiscal Year 2019. The $11.8 million change was a result of investment yields falling at the end of the 2019 Fiscal Year. The remaining increase in investment income was mainly due to higher cash balances and higher investment rates of return. Additionally, in Fiscal Year 2018, the Authority wrote-down fixed assets of $9.5 million, there was no substantive write down in Fiscal Year 2019. Other changes within the Non-operating revenue (net) line include an increase in interest expense of $6.1 million which was offset by a $2.2 million increase in PFCs and a $881,000 increase in CFCs. Interest expense has risen due to a change in accounting treatment due to Governmental Accounting Standards Board Statement No. 89 where interest costs are fully expensed in the year they are incurred. The PFC revenue increase of 4.8% was due to increased enplaned passengers while the CFC increase of 2.1% was due to longer rental car contracts.

Revenue Diversity

The following table sets forth the top ten operating revenue providers at SDIA for Fiscal Year 2019.

TABLE 14
San Diego County Regional Airport Authority
Top Ten Operating Revenue Providers
(Fiscal Year 2019)

	Revenue Provider	Revenues	Percent of Total Operating Revenue
1.	Southwest Airlines	$42,358,547	14.4%
2.	Delta Air Lines	18,367,799	6.3
3.	United Airlines	18,335,068	6.2
4.	Alaska Airlines	17,436,299	5.9
5.	American Airlines	17,073,172	5.8
6.	Enterprise Holdings	12,779,605	4.4
7.	Hertz Global Holdings	11,538,847	3.9
8.	Uber Technologies	8,618,750	2.9
9.	SSP America	6,798,270	2.3
10.	High Flying Foods San Diego	6,373,271	2.2

Source: San Diego County Regional Airport Authority

The following table sets forth the top ten revenue sources at SDIA for Fiscal Year 2019.

TABLE 15
San Diego County Regional Airport Authority
Top Ten Operating Revenue Sources
(Fiscal Year 2019)

	Source	Revenue	Percent of Total Operating Revenue
1.	Terminal Rent-Airlines	$70,911,566	24.1%
2.	Parking	46,584,799	15.9
3.	Security Surcharge	33,558,621	11.4
4.	Car Rental License Fees[1]	32,350,039	11.0
5.	Terminal Concessions	30,101,705	10.2
6.	Landing Fees	24,816,308	8.5
7.	Ground Rent	20,646,993	7.0
8.	Ground Transportation Fees	15,737,225	5.4
9.	Ground Handling Services	4,409,697	1.5
10.	Aircraft Parking Fees	3,471,363	1.2

[1] Excludes CFC revenues, of which the Authority recorded the receipt of $41,918,554 in Fiscal Year 2019.
Source: San Diego County Regional Airport Authority

Historical Debt Service Coverage

The following table shows historical senior and subordinate debt service coverage for Fiscal Years 2015 through 2019.

TABLE 16
San Diego County Regional Airport Authority
Historical Senior and Subordinate Debt Service Coverage

	2015	2016	2017	2018	2019
Net Revenues					
Revenues[1]	$214,770,544	$238,640,326	$255,540,858	$276,983,726	$306,683,097
Operating and Maintenance Expenses	(142,781,639)	(151,327,219)	(151,455,699)	(157,246,523)	(165,925,555)
Net Revenues Available for Debt Service	$71,988,905	$87,313,106	$101,085,159	$119,737,204	$140,757,542
Senior Debt Service[2]					
Senior Bonds[3]					
Principal	$ 2,030,000	$ 2,090,000	$ 2,155,000	$ 2,240,000	$ 2,320,000
Interest	18,034,575 [4]	18,414,600	18,349,950	18,263,750	18,174,150
Less: PFCs Applied to Senior Debt Service	(8,669,966)	(9,490,326)	(9,548,626)	(9,547,482)	(9,544,262)
Total Senior Debt Service	$11,394,609	$11,014,274	$10,956,324	10,956,268	10,949,889
Senior Debt Service Coverage	6.32x	7.93x	9.23x	10.93x	12.85x
Subordinate Debt Service[5]					
Subordinate Net Revenues Available for Debt Service	$60,594,296	$76,298,832	$90,128,835	$108,780,936	$129,807,653
Subordinate Bonds[6]					
Principal	$ 8,665,000	$ 9,000,000	$ 9,430,000	$14,830,000	$15,895,000
Interest[7]	26,853,179	26,495,600	26,085,029	37,197,656	37,917,500
Variable Rate Debt[8]	6,736,945	6,760,189	7,000,066	7,335,123	7,497,649
Less: PFCs Applied to Subordinate Debt Service	(21,554,245)	(20,331,674)	(20,456,707)	(20,457,851)	(20,461,071)
Total Subordinate Debt Service	$20,700,879	$21,924,115	$22,058,389	$38,904,928	$40,849,078
Subordinate Debt Service Coverage	2.93x	3.48x	4.09x	2.80x	3.18x
Aggregate Senior and Subordinate Debt Service					
Net Revenues Available for Debt Service	$71,988,905	$87,313,106	$101,085,159	$119,737,204	$140,757,542
Aggregate Debt Service (Bonds)					
Principal	10,695,000	11,090,000	11,585,000	17,070,000	18,215,000
Interest[4,7]	44,887,754	44,910,200	44,434,979	55,461,406	56,091,650
Variable Rate Debt[8]	6,736,945	6,760,189	7,000,066	7,335,123	7,497,649
Less: PFCs Applied to Senior and Subordinate Debt Service	(30,224,211)	(29,822,000)	(30,005,333)	(30,005,333)	(30,005,333)
Total Aggregate Debt Service	$32,095,488	$32,938,389	$33,014,712	$49,861,196	$51,798,966
Aggregate Debt Service Coverage	2.24x	2.65x	3.06x	2.40x	2.72x

[1] Does not include grants which are otherwise included in the definition of Revenues. Grants which are not otherwise restricted by their terms to the payment of debt service on Senior Bonds and/or Subordinate Obligations are included in the definition of Revenues.
[2] Senior Debt Service is calculated pursuant to the provisions of the Master Senior Indenture.
[3] Includes principal of and interest paid on the Senior Series 2013 Bonds.
[4] Net of interest paid with proceeds of the Senior Series 2013 Bonds through July 1, 2015.
[5] Subordinate Debt Service is calculated pursuant to the provisions of the Master Subordinate Indenture.
[6] Includes principal of and interest paid on the Subordinate Series 2010 Bonds and the Subordinate Series 2017 Bonds.
[7] Net of interest paid with proceeds of the Subordinate Series 2017 Bonds through January 1, 2019 and the Federal Direct Payments received by the Authority with respect to the Subordinate Series 2010C Bonds.
[8] Includes principal and interest paid on the Subordinate Revolving Obligations, and commitment fees paid to the Subordinate Revolving Obligation Bank and the Subordinate Drawdown Bond Purchaser.

Source: San Diego County Regional Airport Authority

Historical Airline Cost Per Enplaned Passenger

The following table sets forth historical airline costs (landing fees, terminal building rentals, airport police/security reimbursement fees and fuel and other franchise fees) of operating at SDIA for the past five Fiscal Years.

TABLE 17
San Diego International Airport
Airline Derived Revenue Per Passenger

Airline Revenues	2015	2016	2017	2018	2019
Landing Fees[1]	$21,616,219	$ 24,073,489	$ 24,856,800	$ 24,001,147	$ 24,973,853
Aircraft Parking Fees[2]	2,715,854	2,701,219	2,926,972	3,235,788	3,471,363
Terminal Rentals[1,3]	48,227,864	51,389,765	54,235,615	59,578,125	65,821,092
FIS Use Charges	710,178	735,034	845,360	997,616	3,532,491
Security Surcharge	25,179,679	29,223,097	29,468,089	32,303,267	33,558,621
Common Use Charges	1,254,818	1,152,458	1,181,660	1,292,569	1,407,707
Total Airline Revenue	$99,704,612	$109,275,061	$113,514,496	$121,410,530	$132,765,126
Enplaned Passengers	9,713,066	10,206,222	10,596,483	11,728,880	12,356,286
Airline Derived Revenue Per Passenger	$10.26	$10.71	$10.71	$10.35	$10.74

[1] Excludes rebates.
[2] Amount excludes general aviation remote overnight parking.
[3] Excludes Executive Lounge rent of approximately $1.4 million in Fiscal Year 2016, $1.5 million in Fiscal Year 2017, $1.7 million in Fiscal Year 2018, and $1.8 million in Fiscal Year 2019.
Source: San Diego County Regional Airport Authority

Pension and Retirement Plans

Authority Pension Plan. All full-time employees of the Authority are eligible to participate in the Authority's defined-benefit pension plan, the Amended and Restated San Diego County Regional Airport Authority Retirement Plan and Trust of 2013 (the "Authority Pension Plan"), which provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The Authority Pension Plan is administered by the San Diego City Employees' Retirement System ("SDCERS"), which is an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for the City, the Port District and the Authority, and is administered by the Retirement Board of Administration (the "Retirement Board"). Each of the Authority, the City and the Port District has a separate plan and each employer's contributions are held in trust, although all contributions to SDCERS are pooled for investment purposes, managed and invested by the Retirement Board.

SDCERS uses actuarial developed methods and assumptions to determine what level of contributions are required to achieve and maintain an appropriate funded status for the Authority Pension Plan. Member contribution rates, as a percentage of salary, vary according to age at entry, benefit tier level, and certain negotiated contracts which provide for the Authority to pay a portion of the employees' contributions. The Authority's contribution rate as determined through actuarial valuation was [17.93]% for Fiscal Year 2019 and was [17.20]% for Fiscal Year 2018 and is expressed as a percentage of covered payroll. For Fiscal Year 2019, the Authority contributed approximately $[5.74] million to the Authority Pension Fund, and for Fiscal Year 2018, the Authority contributed approximately $[5.4] million to the Authority Pension Fund. For Fiscal Year 2020, the Authority has budgeted a contribution of approximately $[6.2] million to the Authority Pension Fund. The Authority has always made its full required contributions

to the Authority Pension Plan. The Authority cannot predict the levels of funding that will be required in the future.

See "Note 6. Defined-Benefit Plan" in the Authority's financial statements for the year ended June 30, 2019 attached hereto as "APPENDIX B—AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018" for more information on the Authority's Pension Plan. Additionally, complete copies of SDCERS' comprehensive annual financial reports and the actuarial reports with respect to the Authority Pension Plan can be obtained from SDCERS by writing to the San Diego City Employees' Retirement System, Suite 400, 401 West A Street, San Diego, California 92101 and from the SDCERS website at www.sdcers.org. No information contained on such website is incorporated into this Official Statement.

Postemployment Health Benefits. In addition to the pension benefits provided under the Authority Pension Plan, the Authority provides medical, dental, vision and life insurance postretirement benefits ("Postemployment Health Benefits") for nonunion employees hired prior to May 1, 2006, and union employees hired prior to October 1, 2008. The employees are eligible for these benefits if they retire from active employment after age 55 with 20 years of service or age 62 with five years of service. In May 2009, the Board approved an agreement with the California Employers' Retiree Benefit Trust ("CERBT") fund, which is managed by the California Public Employees Retirement System ("CalPERS"), to administer the Authority's Postemployment Health Benefits.

For Fiscal Year 2019, the Authority paid approximately $462,000 for Postemployment Health Benefits. For Fiscal Year 2020, the Authority has budgeted approximately $472,000 to be paid for Postemployment Health Benefits.

Nonunion employees hired after May 1, 2006 and union employees hired after October 1, 2008 are not eligible to receive the Postemployment Health Benefits described above, but they are eligible to participate in a voluntary employee beneficiary association plan ("VEBA"). Currently, 261 employees of the Authority participate in VEBA. The Authority contributes approximately $600 per year to VEBA for each employee that participates, and each participating employee must contribute $300 per year. Upon their retirement, participants in VEBA may use the amounts deposited to VEBA by the Authority and the participant to pay for medical expenses.

See "Note 9. Other Postemployment Benefits" in the Authority's financial statements for the year ended June 30, 2019 attached hereto as "APPENDIX B—AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018" for more information on the Authority's Postemployment Health Benefits.

Risk Management and Insurance

Pursuant to the Senior Indenture and the Subordinate Indenture the Authority is required to procure and maintain commercial insurance with respect to the facilities constituting the Airport System and public liability insurance in the form of commercial insurance if such insurance is obtainable at reasonable rates and upon reasonable terms and conditions. The amounts and risks required to be insured under the Senior Indenture and the Subordinate Indenture are subject to the Authority's prudent judgment taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by similar airports. The Authority may satisfy some of these insurance requirements through qualified self-insurance or self-insured retentions.

The Authority maintains a robust insurance program, including insurance for commercial general liability, property, public officials and employment practices, privacy and cyber network security, crime,

fiduciary, automobile, and workers compensation. Construction activity is insured through Owner Controlled Insurance Programs ("OCIPs") that provide general liability coverage. This is achieved either by placing a stand-alone OCIP for large projects or a flexible or "rolling" OCIP program designed to encompass all the smaller capital improvement projects together

The Authority maintains airport owners and operators primary general liability insurance with coverage of $500 million for losses arising out of liability for airport operations.

The Authority maintains a property insurance policy with limits of $1 billion providing all risk and flood coverage on physical assets. The cost of earthquake insurance coverage for the Airport remains cost prohibitive and is not available in significant amounts. Effective July 1, 2007, the Authority removed the purchase of commercial earthquake insurance from its Risk Management program and increased reliance on the laws designed to assist public entities through the Federal Emergency Management Agency ("FEMA") and the California Disaster Assistance Act ("CDDA"). As of July 1, 2019, the Authority had designated approximately $11 million from its net position as an insurance contingency in the event of damage caused to the Airport by an earthquake. In the future, the Authority could decide to increase or decrease the amount of this reserve.

Additionally, a $2.0 million contingency reserve has been established, within unrestricted net position, by the Authority's management to respond to uninsured and underinsured catastrophic losses. This fund is maintained pursuant to Board action only; there is no other requirement that it be maintained. Management considers this contingency reserve to be designated to cover the cost of future retentions, deductibles and uninsured claims.

The overall insurance portfolio as well as each individual line of coverage renews annually. Prior to renewal, the Authority works with its team of insurance brokers, currently Willis Towers Watson, to analyze adequacy of coverage, limits, terms and conditions, market conditions and new market offerings. During Fiscal Year 2019, there were no reductions in insurance coverage from the prior year.

The Authority also has an active loss prevention program staffed by a Risk Manager, a Manager of Employee Safety and Wellness, a Risk Analyst, a Safety & Loss Prevention Analyst and two Administrative Assistants. All employees receive regular safety training. Loss control engineers from the Authority's property and casualty insurers conduct annual safety survey and site inspections. Claims are monitored and administered by Willis Towers Watson, with Authority oversight and control.

DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT

Master Plan

In May 2008, the Board approved the Airport Master Plan for San Diego International Airport (the "Master Plan"), which was developed to address requirements for accommodating near term passenger growth at the Airport through 2015 and to consider conceptual improvements through 2030. The Master Plan's primary goals included, among others, the improvement of air service and customer service, the improvement of safety and security at the Airport, the efficient utilization of property and facilities, and the enhancement of the Airport access as part of the region's transportation system.

The Master Plan consisted of four components: airfield, terminal, ground transportation and airport support. The airfield component included aircraft movement areas such as runway, taxiways and aircraft parking apron. The terminal component included passenger processing areas including ticket counters, security facilities, hold rooms and baggage claim. The ground transportation component included the

roadway/transit circulation system, parking areas and rental car facilities. The airport support component included the Airport/airline maintenance, cargo and general aviation facilities.

The five primary steps of the Master Plan process included: (a) preparation of an aviation forecast; (b) development of facility requirements and draft preliminary concepts; (c) preparation of the preferred development concept (including development of an array of concepts for the Airport facilities, coordination of the Airport tenants and airlines, development of an off-airport transit plan); (d) preparation of a preliminary financial analysis, including development of a cost estimate on preliminary concepts and the financial feasibility of major project components; and (e) State/federal environmental analyses and State coastal permitting.

The Master Plan identified several near-term improvement needs for SDIA. The Authority developed its Green Build Program to implement certain of these near-term improvements at SDIA. The Green Build Program, which was substantially completed in August 2013 for approximately $811 million, consisted of, among other improvements: (i) constructing 10 new gates on Terminal 2 West, (ii) constructing a new aircraft parking apron and aircraft taxi lane, (iii) expanding vehicle circulation serving Terminal 2 East and West by constructing a dual-level roadway featuring an arrivals curb on level one and a departures curb on level two, (iv) expanding concession areas in Terminal 2 West by providing more dining and shopping options, (v) constructing an improved/expanded security checkpoint in Terminal 2 West, and (vi) constructing new holding areas at the gates in Terminal 2 West.

In addition to the Green Build Program, the Authority's planning and development of the northside of the Airport was part of the Master Plan near-term improvements, which included the Rental Car Center and the new general aviation facilities.

Airport Development Plan

In 2012, the Authority embarked on a new master-planning effort for SDIA, known as the "Airport Development Plan" (the "ADP"), to identify the facilities needed to meet the Airport's passenger demand through 2035. SDIA has had record-breaking growth over the last five Fiscal Years with approximately 24.7 million passengers being served in Fiscal Year 2019. Activity levels at the Airport are estimated to surpass 39 million passengers and 280,000 aircraft operations in 2035, based on the latest FAA-approved forecast.

In March 2017, the Board approved the development of environmental review documents for the ADP. A draft environmental impact report ("EIR") for the proposed project was subsequently released in the summer of 2018 for public review, as required under the California Environmental Quality Act. The Authority received numerous comment letters, and between October 2018 and July 2019, the Authority participated in over 100 meetings with key stakeholders to further refine the proposed project and its associated environmental review documents. As result of this additional stakeholder engagement, the Authority recirculated a draft EIR in September 2019 for public review. Certification of the ADP's Final EIR and potential formal approval of the proposed project is expected to be considered by the Board in early 2020. If approved by the Board, the ADP will then undergo federal environmental review per the National Environmental Policy Act, with the FAA acting as the lead agency.

The cornerstone of the ADP is the replacement of Terminal 1, which is over 50 years old, with a more modern, comfortable, and efficient terminal facility. As of the date of this Official Statement, the new terminal is expected to have 30 gates and be able to accommodate both narrow-body and wide-body aircraft. Under the EIR's "Environmentally Superior Alternative," the new Terminal 1 would be served by a dual-level curbside, a new close-in parking structure (currently planned with 5,500 spaces, which when combined with the parking spaces that will be lost as a result of the ADP, will add a total of approximately

650 new, permanent parking spaces at the Airport), and new entry and circulation roadways. Additional mobility-focused project components include new pedestrian and bicycle infrastructure, a dedicated airport shuttle service between the Old Town Transit Center and SDIA, and designation of a "transit-ready" area next to the proposed parking structure for a potential future connection to the region's fixed-rail system. Airfield improvements contemplated as part of the ADP include a new apron area for the new Terminal 1, a new full-length Taxiway A and reconfigured Remain Overnight aircraft parking positions. Another component contemplated to be part of the ADP includes the replacement of the Authority's existing administration building with a new facility to be located on the west side of the Airport. Overall, the Authority expects the ADP will add 11 net aircraft gates to SDIA (bringing the total gate count to 62), while creating enhanced non-airline revenue opportunities.

Pending Board approval and successful completion of all necessary environmental reviews and permitting, construction of the ADP could begin as early as 2021, with the first phase of the new Terminal 1 (19 gates) opening in Fiscal Year 2025, and full completion of the new facility (30 gates) and associated roadway and airfield improvements in Fiscal Year 2026. Until the Board certifies the EIR and approves the ADP, it is not an approved project and is therefore not included in the Authority's current capital plan (except for Taxiway A, which is included in the ADP and the Authority's current Capital Program).

The total cost of the ADP is currently estimated by the Authority to be in the range of $2.7 to $3.0 billion. The Authority expects to finance the costs of the ADP from various sources including, but not limited to, the proceeds of Additional Senior Bonds and Additional Subordinate Obligations. The Authority believes that with the enhancements in the new Airline Lease Agreements, it will be able to fund the ADP. Airline cost per enplanement, debt per enplanement and debt coverage metrics are expected to change once the financial impact of ADP is included in the Authority's plan of finance. Based on current preliminary estimates, the Authority projects the following in Fiscal Year 2025 (the first year with the full financial impact of ADP):

- Debt service coverage on the Senior Bonds and the Subordinate Obligations of at least 1.40x on a cash basis as guaranteed by the Signatory Airlines in the Airline Lease Agreements;
- Cost per enplanement in the range of $21-$24 per enplanement; and
- Debt per enplanement in the range of $275-$300 per enplanement.

Capital Program

In addition to the Master Plan and the ADP, the Board has adopted a capital improvements program policy (the "CIP Policy"), which requires the Authority to establish a capital improvement program for the orderly maintenance and development of SDIA. Pursuant to the CIP Policy, each year the Authority's President and CEO is required to submit to the Board a development program of desirable capital improvements that are within the Authority's financial funding capability. The Authority's current capital improvement program, the Capital Program, sets forth projects that were completed and are anticipated to be completed at SDIA between Fiscal Years 2019 and 2024. The projects in the Capital Program include, among others, a new facilities maintenance building, new airline provisioning and cargo facilities, storm water capture and reuse projects, a remain-overnight aircraft parking facility on the north side of SDIA, and various other airfield, terminal and landside projects. The Capital Program has an estimated cost of approximately $955.4 million (approximately $378.5 million of such costs have already been incurred by the Authority as of June 30, 2019). See Section 1.3 of the Financial Feasibility Report in Appendix A for additional information about the Capital Program, including, among other things, information about the projects included in the Capital Program and the estimated costs of those projects.

Funding Sources for Capital Program

General. The Authority anticipates financing the Capital Program with a combination of proceeds of the Subordinate Series 2019 Bonds (approximately $341.4 million); internally generated cash of the Authority (approximately $116.7 million); moneys on deposit in the Major Maintenance Fund (approximately $61.8 million); PFC revenues on a pay-as-you-go basis (approximately $63.4 million); federal Airport Improvement Program ("AIP") grants (approximately $74.3 million); proceeds of the Senior Series 2013 Bonds and the Subordinate Series 2017 Bonds (approximately $197.4 million); and other sources (approximately $100.4 million). See "Table 1-1: Estimated Capital Program Costs and Funding Plan" in "APPENDIX A—FINANCIAL FEASIBILITY REPORT."

Subordinate Series 2019 Bonds, Senior Series 2013 Bonds and Subordinate Series 2017 Bonds. The Authority will use approximately $341.4 million of the proceeds of the Subordinate Series 2019 Bonds, approximately $1 million of the proceeds of the Senior Series 2013 Bonds and approximately $196.3 million of the proceeds of the Subordinate Series 2017 Bonds to finance a portion of the costs of the Capital Program.

Authority Funds and Other Sources. The Authority will use approximately $116.7 million of available funds of the Authority, approximately $61.8 million of moneys on deposit in the Major Maintenance Fund and approximately $100.4 million of other moneys (consisting of CFCs, fuel consortium funding, and local grant funding for electric supply equipment) to finance a portion of the costs of the Capital Program.

Passenger Facility Charges. The Aviation Safety and Capacity Expansion Act of 1990, as amended (the "PFC Act"), as implemented by the FAA pursuant to published regulations (the "PFC Regulations"), permits public agencies controlling certain commercial service airports (those with regularly scheduled service and enplaning 2,500 or more passengers annually) to charge enplaning passengers using the airport a $1.00, $2.00 or $3.00 PFC with certain qualifying airports permitted to charge a maximum PFC of $4.50. Regardless of the number of PFC applications which have been approved by the FAA, an airport can only collect a maximum of $4.50 on each enplaning passenger. Public agencies wishing to impose and use these PFCs must apply to the FAA for such authority and satisfy the requirements of the PFC Act.

The purpose of the PFC is to develop an additional capital funding source to provide for the expansion of the national airport system. Under the PFC Act, the proceeds from PFCs are required to be used to finance eligible airport-related projects that serve or enhance safety, capacity or security of the national air transportation system, reduce noise from an airport that is part of such system or furnish opportunities for enhanced competition between or among air carriers.

The Port District initially received approval from the FAA to impose a $3.00 PFC at SDIA. The approval for the PFC was transferred by the FAA to the Authority, effective January 1, 2003. On May 20, 2003, the FAA approved the Authority's PFC application to increase the charge per enplaned passenger from $3.00 to $4.50 beginning August 1, 2003. The Authority has received approval from the FAA, pursuant to eleven separate applications (five of which were later amended by the Authority, with the approval of the FAA), to collect, and use, a PFC on each enplaning passenger at SDIA totaling approximately $1.589 billion. The Authority has closed seven of the PFC Applications; these applications having been fully funded and the projects they financed having been completed. As of June 30, 2019, there were four active PFC Applications.

As of June 30, 2019, the Authority had recorded the receipt of approximately $761.2 million of PFCs (consisting of $745.8 million of PFCs collections and $15.4 million of interest). As of June 30, 2019, the Authority had disbursed a total of $665.2 million of PFCs on approved capital projects expenditures.

The following table sets forth a summary of the Authority's approved PFC applications through September 30, 2019.

TABLE 18
San Diego County Regional Airport Authority
Approved PFC Applications

PFC Applications	Approval Date	Amended Approval Amount[1,2]
1-5, 7 and 11[3,4]	Various	$ 357,703,762
8	2010	1,118,567,229
10 [5]	2012	29,227,174
12	2016	43,795,768
13	2019	40,000,000
Total		$1,589,293,933

[1] Includes the amount of PFCs the FAA has authorized the Authority to collect and use at SDIA.
[2] Authorization to collect PFCs under all of the applications and amendments expires on November 1, 2039, however, such authorization to collect PFCs could expire earlier if the total authorized amount is collected prior to November 1, 2039.
[3] The Authority withdrew PFC Application #6.
[4] The Authority has closed PFC Applications 1-5, 7 and 11; these applications having been fully funded and the projects they financed having been completed
[5] PFC Application #9 was skipped due to internal FAA system processing.
Source: San Diego County Regional Airport Authority

The PFCs collected pursuant to the PFC Applications have been and will be used to finance all or a portion of certain capital improvements at SDIA including, among other things, the Authority's noise mitigation program, and projects associated with the Green Build Program and the Capital Program. The Authority expects to use approximately $63.4 million of PFCs on a pay-as-you-go basis to finance a portion of the costs of the Capital Program and $30 million of PFCs to pay debt service on PFC Eligible Bonds (a portion of the Senior Series 2013 Bonds, a portion of the Subordinate Series 2019A Bonds and a portion of the Subordinate Series 2020 Bonds) though Fiscal Year 2022. Additionally, the Authority has agreed in the Airline Lease Agreements to set aside $30 million of PFCs each Fiscal Year during the three Fiscal Years prior to the opening of the new Terminal 1 to be constructed as part of the ADP, and to use those PFCs in the three Fiscal Years following the opening of the new Terminal 1 to pay debt service on Senior Bonds and/or Subordinate Obligations the proceeds of which are expected to be used to finance the construction of the new Terminal 1. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Use of PFCs to Pay Debt Service."

The following table sets forth the amount of PFCs received by the Authority in Fiscal Years 2015 through 2019.

TABLE 19
San Diego County Regional Airport Authority
Annual Receipt of PFCs[1]

Fiscal Year	PFCs Collected
2015	$38,517,355
2016	40,257,993
2017	42,199,763
2018	46,952,755
2019	49,197,716

[1] The information in this table is presented on an accrual basis. Does not include interest earnings.

Source: San Diego County Regional Airport Authority

Airport Improvement Program Grants. The Authority receives federal grants from the FAA each year. The Airport and Airway Improvement Act of 1982, as amended, created the Airport Improvement Program ("AIP"), which is administered by the FAA and funded by the Airport and Airway Trust Fund. Under the AIP, the FAA awards grant moneys to airports around the country for capital improvement projects. The Airport and Airway Trust Fund is financed by federal aviation user taxes. Grants are available to airport operators in the form of "entitlement" funds and "discretionary" funds. Entitlement funds are apportioned annually based upon the number of enplaned passengers and the aggregate landed weight of all-cargo aircraft; and discretionary funds are available at the discretion of the FAA based upon a national priority system. Before federal approval of any AIP grants can be given, eligible airports must provide written assurances that they will comply with a variety of statutorily specified conditions. See "CERTAIN INVESTMENT CONSIDERATIONS—Unavailability of, or Delay in, Anticipated Funding Sources—Availability of Federal Grants."

The Authority anticipates receiving both FAA entitlement and discretionary grants to fund a portion of the costs of certain capital projects in the Capital Program. In Fiscal Year 2019, the Authority received approximately $8.2 million in grants.

As described above, the FAA has granted the Authority approval to collect PFCs at SDIA. In accordance with the PFC Act and the PFC Regulations, since the Authority imposes a $4.50 PFC, the amount of AIP entitlement grants which the Authority is permitted to receive annually may be reduced up to 75%.

The Authority's financial plan for funding the Capital Program assumes that AIP entitlement and discretionary grant funds will be available to fund the grant eligible portion of certain projects. In the event the Authority does not receive AIP grants in the amounts expected, it would need to use alternative sources of funding for such projects, including the issuance of Additional Senior Bonds and/or Additional Subordinate Obligations. See "CERTAIN INVESTMENT CONSIDERATIONS—Unavailability of, or Delay in, Anticipated Funding Sources."

Third-Party Financed Projects

In addition to projects financed by the Authority, certain projects at SDIA are expected to be financed and constructed by outside third-parties, including the North Cargo Facility. The North Cargo Facility will consist of a new, 100,000 square foot, air cargo processing facility to be constructed on nine acres on the north side of the Airport. In addition to the cargo processing facility, approximately 20 acres of aircraft ramp will be constructed to accommodate aircraft utilizing the facility. Following a "request for proposals" selection process, the Authority selected Aviation Facilities Company Management LLC to design, build, finance, operate and maintain the North Cargo Facility. The facility is expected to be used by FedEx, UPS and DHL. The specific site size and layouts are being validated and are under review by the FAA relative to the adjacent aircraft tail heights and visual obstructions the aircraft tails create on surrounding aircraft movement areas. The FAA is running models to determine the extent of the obstructions and what modifications to the potential site plan may need to be implemented to enable the project to advance. [Feedback from the FAA is anticipated late 2019.] Upon endorsement by the FAA as to site; the formal lease and development agreements will be finalized and executed; which is anticipated to occur in 2020. The Authority expects to receive land rent as part of this transaction and anticipates collecting approximately $2 million via land rent the first year with annual step increases thereafter.

Airport Land Use Commission

State law requires counties in which there is a commercial and/or a general aviation airport to have an airport land use commission. Pursuant to the Act, the Authority is vested with responsibility, among other things, to serve as the region's Airport Land Use Commission ("ALUC"). The purpose of the ALUC is to protect public health, safety and welfare by ensuring the orderly development of land in the vicinity of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports, to the extent that these areas are not already devoted to incompatible uses. The ALUC prepares and adopts Airport Land Use Compatibility Plans ("ALUCPs") and reviews certain local agency land use actions and airport plans for consistency with the compatibility plans.

The ALUCP contains compatibility criteria and ALUC review procedures for identified Airport Influence Areas ("AIA") and addresses land use compatibility around airports in terms of noise, overflight, safety and airspace protection for all 16 public-use and military airports in the County. The ALUCP is not a plan for airport development and does not require any changes to existing land uses, but rather, State law requires future land use near airports to be consistent with compatibility criteria included in an ALUCP. Land use actions including adoption or amendment of general plans, specific plans, zoning ordinances and building regulations affecting land within an AIA must be referred to the ALUC for review. Referral and review by the ALUC of other local actions, primarily individual development projects, is required in some instances, but voluntary in others.

In addition to an ALUCP for SDIA, the Authority, acting as the region's ALUC, has developed and adopted ALUCPs for six rural general aviation airports (Agua Caliente, Borrego Valley, Fallbrook Airpark, Jacumba Airport, Ocotillo Airport, and Ramona Airport) and five urban commercial and general aviation airports (Brown Field Municipal Airport, Gillespie Field, McClellan-Palomar Airport, Montgomery-Gibbs Executive Airport, and Oceanside Municipal Airport). ALUCPs also have been finalized for three military airports (Marine Corps Base Camp Pendleton, Marine Corps Air Station Miramar, and Naval Outlying Landing Field Imperial Beach). The Authority is currently drafting an ALUCP for Naval Air Station North Island, which is the only remaining airport in the County without a formal ALUCP.

FINANCIAL FEASIBILITY REPORT

General

The Authority has retained Unison Consulting, Inc., which is recognized as an expert in its field, to prepare a report in connection with the issuance of the Subordinate Series 2019/20 Bonds. [The Financial Feasibility Report does not take into account any potential savings associated with the refunding of the Refunded Bonds.] The Financial Feasibility Report is included as Appendix A hereto, with the Feasibility Consultant's consent. The information regarding the analyses and conclusions contained in the Financial Feasibility Report is included in the Official Statement in reliance upon the expertise of the Feasibility Consultant.

The financial forecasts in the Financial Feasibility Report are based on certain information and assumptions that were provided by, or reviewed and agreed to by, the Authority's management. In the opinion of the Feasibility Consultant, these assumptions provide a reasonable basis for the forecasts.

The Financial Feasibility Report should be read in its entirety regarding all of the assumptions used to prepare the forecasts made therein. No assurances can be given that these or any of the other assumptions contained in the Financial Feasibility Report will occur. As noted in the Financial Feasibility Report, any forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecast and actual results, and those differences may be material. See also "INTRODUCTION—Forward-Looking Statements," and "CERTAIN INVESTMENT CONSIDERATIONS—Financial Feasibility Report."

Estimated and Projected Net Revenues, Debt Service Coverage and Cost Per Enplanement

The following table sets forth the estimated and projected Net Revenues, debt service requirements for the Senior Bonds and the Subordinate Obligations, the coverage of such debt service requirements based upon the Net Revenues and the cost per enplanement, as forecast by the Feasibility Consultant, for the Fiscal Years 2020 through 2024.

The debt service numbers in the following table exclude the debt service on the Senior Bonds and the Subordinate Obligations projected to be paid with PFCs. For a discussion of the calculation of debt service on the Senior Bonds and the Subordinate Obligations paid with PFCs, see "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Use of PFCs to Pay Debt Service."

The forecasted financial information in the following table was not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to forecasted financial information, but, in the view of the Authority's management, was prepared on a reasonable basis, to reflect the best currently available estimates and judgments and present, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of the Authority. However, this information is not fact and should not be relied upon as necessarily indicative of future results, and readers of this Official Statement are cautioned not to place undue reliance on the forecasted financial information.

Neither the Authority's independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the forecasted financial information contained herein, nor have they expressed any opinion or any form of assurance on such information or its

achievability, and assume no responsibility for, and disclaim any association with, the forecasted financial information.

The assumptions and estimates underlying the forecasted financial information are inherently uncertain and, though considered reasonable by the management of the Authority as of the date of this Official Statement, are subject to a wide variety of significant business, economic, and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the forecasted financial information, including, among others, the risks and uncertainties described under "CERTAIN INVESTMENT CONSIDERATIONS" below. Accordingly, there can be no assurance that the forecasted results are indicative of the future performance of the Authority or SDIA or that actual results will not be materially higher or lower than those contained in the forecasted financial information. Inclusion of the forecasted financial information in this Official Statement should not be regarded as a representation by any person that the results contained in the forecasted financial information will be achieved.

TABLE 20
San Diego County Regional Airport Authority
Estimated and Projected Debt Service Coverage and Cost Per Enplanement

Fiscal Year	Net Revenues	Senior Debt Service Requirements[2]	Senior Debt Service Coverage	Subordinate Debt Service Requirements[3,4]	Total Debt Service Coverage[5]	Cost Per Enplanement
2020						
2021						
2022						
2023						
2024						

[Footnotes to come]
Source: Unison Consulting, Inc.

AIRPORT ENVIRONMENTAL MATTERS

There are several significant environmental matters which have direct and indirect impacts on the Authority and SDIA, some of which are described below. These include aircraft noise reduction, clean air requirements and hazardous substance cleanup. SDIA is heavily regulated, in part due to its proximity to San Diego Bay. The Authority holds numerous regulatory permits, including permits for storm water, air quality, hazardous materials, industrial waste, landfill remediation and wildlife.

Environmental Stewardship

The Authority has made environmental stewardship a hallmark of operations at SDIA. The Authority instituted one of the first sustainability policies for a major airport in the U.S. The Planning and Environmental Affairs Department of the Authority (the "Environmental Department") manages all environmental-related programs, including airport planning and environmental review, regulatory compliance, water and air quality, site remediation, hazardous material handling and natural resources protection. The Environmental Department interfaces with other Authority departments to assess potential environmental impacts of all proposed projects. The Environmental Department also is responsible for long-range airport facility planning, including the Master Plan.

As part of its ongoing commitment to sustainability, in 2011, SDIA was the first airport in the U.S. to issue a sustainability report based on the internationally recognized criteria of the Global Reporting

Initiative. The Authority has developed a Sustainability Management Plan (the "Sustainability Plan") that sets forth the Authority's framework for advancing and measuring its environmental sustainability progress. The Sustainability Plan is comprised of seven overarching elements including the areas of water stewardship, strategic energy, carbon neutrality, clean transportation, zero waste, climate resilience, and biodiversity. The Authority sets goals and stand-alone strategies that it aims to achieve by 2035 in each of these programmatic areas. The seven elements of the Sustainability Plan are described in more detail below:

Water Stewardship Plan - Establishes the Authority's vision for the stewardship of water resources and provides a framework for rethinking how the Authority manages its water resources while it prepares to accommodate passenger growth, new airport developments, and a changing climate. Specifically, the plan addresses issues of water conservation, water quality, and flood-risk considerations.

Strategic Energy Plan - Establishes the Authority's approach to the provision of cost-effective, energy resilience strategies that are environmentally responsible and fully aligned with airport operations and development. It addresses key issues of energy efficiency and conservation including on-site energy generation and storage, enhanced monitoring of key energy metrics, and mechanisms through which to actively engage the broad spectrum of Airport stakeholders.

Carbon Neutrality Plan - Establishes the strategy for managing air quality and greenhouse gas emissions over which the Authority has control and provides a framework for the Airport to achieve carbon neutrality under the ACI-Airport Carbon Accreditation program. On September 18, 2019, SDIA become only the second airport in the U.S. to reach carbon neutral accreditation from ACI. SDIA was certified "Level 3+," the highest level of certification through ACI's Airport Carbon Accreditation program.

Clean Transportation Plan - Provides the Authority's strategy and plan for managing various ground transportation issues at SDIA. Covers all ground transportation emission sources, including all vehicles and equipment accessing and operating at the Airport, whether owned and operated by the Authority or by third parties.

Zero Waste Plan ("ZWP") - The ZWP serves as the Authority's strategy and plan for managing various waste issues and covers all waste generated at SDIA. The ZWP provides an organized framework for eliminating or reducing waste generation and responsibly managing materials that are produced at SDIA. The Authority sees zero waste as addressing five primary focus areas, including sustainable materials management, infrastructure and development, training and education, metrics and reporting, and leadership and influence.

Climate Resilience Plan - Provides the Authority's strategy for achieving uninterrupted business continuity in future climate conditions. The Authority is proactively working toward long-term solutions that would allow for improvements in areas related to climate resilience that go beyond complying with existing regulations. This plan builds off existing initiatives ranging from improving storm drainage capacity in low-lying areas to collaborating with regional stakeholders to explore large-scale coastal flood protection strategies.

Biodiversity Plan - Establishes the Authority's vision for the stewardship of plants and wildlife. Provides a framework for how the Authority manages onsite habitat for the endangered California Least Tern (a species of bird), reduces the use of biocides through the Authority's Integrated Pest Management program, and identifies robust drought-tolerant plant species for its campus-wide xeriscape landscape program.

Each year, the Authority reports its progress toward sustainability-related goals through its Sustainability Report, in accordance with Global Reporting Initiative standards. The development and

completion of the Sustainability Plan will serve as a framework for monitoring and planning the Authority's work to achieve an enduring and resilient enterprise while considering its environmental, financial, and social obligations, risks, and opportunities.

Airport Noise

Airport Noise and Capacity Act of 1990. In 1990, Congress adopted the Airport Noise and Capacity Act of 1990 (the "ANCA"), which provided, among other things, for a phase-out of Stage 2 aircraft by December 31, 1999, and which also limited the scope of an airport operator's regulatory discretion for adopting new aircraft operational restrictions for noise purposes. The FAA subsequently adopted regulations implementing ANCA under Part 161 of the Federal Aviation Regulations ("Part 161"). From 1990 forward, airport proprietors considering the adoption of restrictions or prohibitions on the operation of Stage 2 and Stage 3 aircraft are required to conduct studies which detail the economic costs and benefits of proposed restrictions, as well as seeking affirmative approval of the FAA under defined statutory criteria before they may legally be implemented. ANCA and Part 161 make the adoption of many traditional aircraft operating restrictions by local airport proprietors on the operation of Stage 3 aircraft infeasible without the concurrence of the FAA, the air carriers or other operators affected by the restrictions. Nonetheless, the Authority has various rules and regulations to address aircraft noise, including a prohibition on the operation at SDIA of any air carrier commercial aircraft not complying with Stage 3 noise levels.

There also are direct restrictions on aircraft departures at SDIA, primarily relating to noise abatement. Specifically, the Authority prohibits departures from SDIA between 11:30 p.m. and 6:30 a.m. (the "Curfew"), and no airline may schedule or advertise for a departure between 11:15 p.m. and 6:15 a.m. These restrictions are subject only to limited exceptions including emergency and mercy flights. Landings at SDIA are not prohibited during the Curfew.

California Noise Standards. SDIA operates under a variance pursuant to the California Noise Standards (CCR Title 21, Division 2.5, Subchapter 6). The California Noise Standards identify an exterior 65 decibel ("dB") Community Noise Equivalent Level ("CNEL") contour at an airport as the "Noise Impact Area." Within the Noise Impact Area, the airport proprietor is required to ensure that all land uses are compatible with the California Noise Standards, or the airport proprietor must secure variances from the Division of Aeronautics of Caltrans, under the California Noise Standards until full compatibility is accomplished. Under California Noise Standards, residential land uses may be deemed compatible through land acquisition, sound insulation sufficient to achieve an interior noise level of 45 dB CNEL, or by obtaining an avigation easement for the incompatible land use.

To obtain a variance, an airport must demonstrate to the State of California that it is making good faith efforts to achieve compliance with the state noise standards. The most recent variance for SDIA issued by Caltrans took effect in September 2019, and is valid for three years. During the term of the variance, the Authority is required to continue facilitation of an Airport Noise Advisory Committee, staffing of an Airport Noise Management Office, maintaining a noise monitoring system, submittal of a quarterly noise report, and implementation of its residential sound attenuation program, among other requirements.

Residential Sound Attenuation Program. In 1997, the Port District initiated a residential sound attenuation program (the "RSAP") with respect to eligible residences surrounding SDIA that are located within the approved 65 CNEL contour. In connection with the renewal of its noise variance in 2001, the Port District agreed to enhance its then current RSAP. The Authority's current residential sound insulation program (the "RSIP" or the "Quieter Home Program") is an ongoing program that provides acoustical insulation to all eligible single- and multi-family dwellings located in SDIA's noise impact area. The Authority mainly uses AIP grant revenues to pay for the RSIP. To date, the RSIP has sound-attenuated

approximately 4,000 residences. From its inception to June 30, 2019, the Authority has spent approximately $216 million ($173 million of which has been paid with AIP grant revenues) on RSIP.

Fuel Storage Tanks

Underground fuel storage tanks are present on the property occupied by the Rental Car Center. The On-Airport Rental Car Companies have agreed in the Rental Car Center Lease Agreements to pay for remediation costs associated with any leakage of the underground fuel storage tanks.

The Authority owns the above-ground tanks that store airline fuel, which is transported to the airfield via underground fuel lines. The fuel lines that supply fuel to the storage tanks are owned by a third party. Airlines operating at SDIA that use these storage tanks and the fuel lines to the airfield have entered into a lease agreement pursuant to which they are required to indemnify the Authority against any liability associated therewith.

Air Quality and Carbon Management Planning

Memorandum of Understanding with State. In May 2008, the Authority entered into a Memorandum of Understanding (the "MOU") with the Attorney General of the State regarding the Master Plan. Pursuant to the MOU, the Authority agreed to certain specific measures to reduce the amount of greenhouse gas emissions from aviation and other operations conducted at SDIA. In December 2009, the Board approved the San Diego County Regional Airport Authority Air Quality Management Plan (the "Air Quality Management Plan"), which sets forth the Authority's specific plan for implementing the provisions of the MOU. Some of the specific measures the Authority agreed to take in the MOU include, among others, providing landside power and preconditioned air to the gates at the terminals and in the cargo facilities, replacing vehicles operating at SDIA with electric or alternative fuel vehicles, and using "green" materials for the construction of the projects included in the Master Plan. Many of the elements of the Air Quality Management Plan have been incorporated into the Capital Program. Future improvements at SDIA, including the ADP, also will need to incorporate the provisions of the Air Quality Management Plan. Following are certain key achievements of the Authority in meeting the provisions of the MOU:

- MOU Provision: provide power (400 hertz) and pre-conditioned air ("PCA") at all gates
  - All gates provide 400 Hz ground power and PCA for aircraft use
  - The Authority is requiring ground power and PCA for any new projects

- MOU Provision: replace ground service equipment ("GSE") with alternative fuel vehicles at end of useful equipment life
  - The Authority has 71 airside charging ports and approximately 200 airline-owned alternative-fuel GSE
  - The Authority is requiring airside charging ports for any new projects

- MOU Provision: replace shuttles with electric or alternative fuel vehicles
  - 100% of Authority-controlled shuttles use alternative fuels
  - Over 95% of taxis accessing SDIA use hybrid vehicles

- MOU Provision: achieve "Leadership in Energy and Environmental Design" ("LEED") Certification (at least Silver level) for all new development and renovation
  - At least LEED Gold has been achieved on all major construction projects
  - Approximately 85% of SDIA's electricity comes from renewables, including 5.5 megawatts from onsite solar panels

- MOU Provision: use green construction methods and equipment
  - Standard contract language includes use of low- and zero-emitting equipment

- MOU Provision: engage tenants in recycling and emissions reduction efforts
  - SDIA has a robust waste diversion program, including post-consumer food waste
  - 54 concessions at SDIA (approximately 72% of all concessions) are certified through the Authority's "Green Concessions" sustainability program

Ground Transportation Vehicle Conversion Incentive-Based Program. The Board adopted a Ground Transportation Vehicle Conversion Incentive-Based Program (the "Incentive Program") in accordance with the terms and conditions of the MOU. For various eligible ground transportation providers at SDIA, the Incentive Program provides incentive payments, reduced permit fees, and/or reduced trip fees for Alternative Fuel Vehicles ("AFVs") and Clean Air Vehicles ("CAVs") through Fiscal Year 2021, but increased user fees for non-AFVs and non-CAVs beginning in Fiscal Year 2015. The Incentive Program cost approximately $400,000 in Fiscal Year 2019, and the Authority estimates that the Incentive Program will cost approximately $400,000 in Fiscal Year 2020.

TNC GHG Emissions Reduction Program. Additionally, In June 2018, a TNC greenhouse gas ("GHG") emissions reduction program was implemented to target cleaner fuel vehicles, higher efficiency vehicles, and carpooling of passengers. The program is based on a performance parameters to measure grams of CO_2 emissions generated from TNC trips to lower carbon emissions. Through the end of Fiscal Year 2019, the large TNCs operators have met their emissions targets [and penalty rates have been applied].

State Legislation. In 2016, the California legislature passed Senate Bill 32 that codifies the State's commitment to reduce GHG emissions 40% below 1990 levels by 2030. Two new policy documents, the Sustainable Freight Action Plan and the Mobile Source Strategy, were recently released by the California Air Resources Board ("CARB") to assist with achieving this carbon reduction goal. These documents identify emissions from airport shuttles and ground support equipment as priority action areas. As such, the Authority has been engaging CARB on the potential structure of any incentives or rules that may be developed as a result. To prepare for these pending regulations and to continue to proactively address GHG emission sources at the Airport, the Authority developed a "Carbon Neutrality Plan" in 2019. In addition to inventorying baseline conditions, the Carbon Neutrality Plan identifies a variety of potential climate mitigation initiatives and tactics within five primary focus areas:

- *Airlines & Aircraft*: Potential action items include forming a biofuel task force to engage airlines about options to increase onsite biofuel use; leveraging gate optimization software; and installing an underground fuel hydrant system at all aircraft gates.

- *Transportation*: Potential action items include reducing emissions from construction equipment; converting Authority fleet and encouraging third parties to use zero or low emission vehicles; and strengthening inter-agency collaboration regarding regional transit and ground access to the Airport.

- *Energy*: Potential action items include participating in direct access or community choice energy programs; installing renewable energy systems in a cost-effective manner; and evaluating alternative fuel options for stationary sources.

- *Other Emissions*: Potential action items include updating tenant improvement guidelines to emphasize water conservation and resilient design; applying best practices for preventing refrigerant leaks; and expanding the food recovery program to include all applicable tenants and airlines.

- *Carbon Leadership*: Potential action items include prioritizing LEED/Envision credits related to carbon and air emissions; expanding passenger participation in "The Good Traveler" carbon offset program; and leveraging the implementation of aviation-specific offset programs (such as the Carbon Offsetting and Reduction Scheme for International Aviation).

Local Regulations. Additionally, the Authority is working with the San Diego Air Pollution Control District to include the projects in the Capital Program and certain other projects that may be undertaken at the Airport (including the ADP) over the next 20 years into the region's updated State Implementation Plan ("SIP") for ozone. The SIP outlines the measures that will be implemented in the region to attain and maintain air quality standards as required by the federal Clean Air Act and will be used by the Authority to demonstrate general conformity for future improvements at SDIA.

See "CERTAIN INVESTMENT CONSIDERATIONS—Climate Change Issues."

Storm Water Management

Under the Federal Clean Water Act and Environmental Protection Agency regulations, the Authority is required to obtain certain storm water runoff discharge permits. The Authority has received permits from the San Diego Regional Water Quality Control Board (the "SDRWQCB") and the State Water Resources Control Board. The Authority is currently in compliance with all of its storm water runoff discharge permits.

Certain portions of the SDIA, fueling, maintenance and wash areas, are regulated under California's Industrial General Permit, adopted on July 1, 2015 by the State Water Resources Control Board. As part of the new permit, industrial facilities' storm water discharges need to be below certain "numeric action levels" for water quality parameters. SDIA is currently categorized as a Level 2 facility for copper and a Level 1 facility for zinc, meaning that the Authority has had to develop exceedance response action plans to identify varying levels of additional best management practices that will be implemented to reduce concentrations of these heavy metals in storm water runoff. Similarly, the Authority's compliance with the Municipal Separate Storm Sewer System (MS4) permit is focused on reducing the frequency of heavy metals exceedances during wet weather events. As such, the Authority has expanded its own requirements to prioritize storm water infiltration and/or capture and reuse systems within new development projects. For example, the new Terminal 2 Parking Plaza includes a 100,000-gallon storage system that can collect, treat, and reuse over 2 million gallons of storm water annually, while the new FIS facility utilizes modular wetlands to bio-filtrate its runoff. An additional 3-million gallon storage tank is currently being installed on SDIA's north side to greatly expand the Airport's storm water harvesting opportunities.

On June 18, 2014, the SDRWQCB issued an Investigative Order directing the Authority, General Dynamics and the Port District to submit technical reports pertaining to an investigation of sediment chemistry in the Laurel Hawthorn Central Embayment in San Diego Bay. The Investigative Order alleged that an unauthorized discharge of wastes occurred as evidenced by the presence of polychlorinated biphenyl, total petroleum hydrocarbons, volatile organic compounds, polycyclic aromatic hydrocarbons, metals and pesticides in the bay sediments. Although the Authority believes it is not legally responsible for any harmful discharges at the identified location, it agreed with the other parties to participate in and share in the funding of the investigation and study. The Final Sediment Chemistry Report was provided to the SDRWQCB and that investigation was completed. In August 2017, the SDRWQCB sent the parties a new administrative draft investigative order that gave the Authority, the Port District and General Dynamics an opportunity to provide comments to the SDRWQCB prior to the formal issuance of another investigative order. In January 2018, the parties submitted the work plans for both land and water that were accepted by the SDRWQCB. On July 25, 2018, the SDRWQCB sent the parties a new final draft investigative order; however, there has been no action since then by the SDRWQCB and there is no timeline for any subsequent

actions that may be required. On October 2, 2019, the SDRWQCB issued new investigative orders to several parties, to investigate sediment in the Laurel Hawthorne Embayment, however, the Authority was not named in any of these new orders.

In December 2016, the U.S. Department of the Navy released a draft Record of Decision for a Final Remedial Action Plan in order to cleanup chemically-impacted sediments in the former Naval Training Center San Diego Boat Channel immediately adjacent to SDIA. In a letter to the Authority dated December 28, 2016, the Department of the Navy alleged that the Authority was a responsible party under the federal Comprehensive Environmental Response, Compensation, and Liability Act due to past contributions of metals and other contaminants into the Boat Channel. The Authority cannot predict whether or to what extent it may be liable for the costs of any future remediation. However, the Department of the Navy has been initially receptive to the Authority only providing in-kind contributions, if needed, to any future remediation actions.

CERTAIN INVESTMENT CONSIDERATIONS

The purchase and ownership of the Subordinate Series 2019/20 Bonds involve investment risk and may not be suitable for all investors. The factors set forth below, among others, may affect the security of the Subordinate Series 2019/20 Bonds. Prospective investors are urged to read this Official Statement, including its appendices, in its entirety. The factors set forth in this Official Statement, among others, may affect the security for and/or trading value of the Subordinate Series 2019/20 Bonds. The information contained in this Official Statement relates solely to the Subordinate Series 2019/20 Bonds and speaks only as of the date of this Official Statement. The information in this Official Statement does not purport to be a comprehensive or complete discussion of all risks or other considerations that may be relevant to an investment in the Subordinate Series 2019/20 Bonds. Other factors may exist which may be material to investors based on their respective individual characteristics. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such considerations. Additional risk factors relating to the purchase of Subordinate Series 2019/20 Bonds are described throughout this Official Statement, whether or not specifically designated as risk factors. Additional risks and uncertainties not presently known, or currently believed to be immaterial, may also materially and adversely affect, among other things, Revenues and Net Revenues or individual investors. In addition, although the various risks discussed in this Official Statement are generally described separately, prospective investors of the Subordinate Series 2019/20 Bonds should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor may be significantly increased. There can be no assurance that other risks or considerations not discussed in this Official Statement are or will not become material in the future.

Subordinate Series 2019/20 Bonds Are Special Obligations

The Subordinate Series 2019/20 Bonds are special obligations of the Authority, payable solely from and secured by a pledge of (a) Subordinate Net Revenues, which include certain income and revenue received by the Authority from the operation of the Airport System less all amounts that are required to pay the Operation and Maintenance Expenses of the Airport System and less all amounts necessary to pay debt service on and fund the reserves for the Senior Bonds; and (b) certain funds and accounts held by the Subordinate Trustee under the Subordinate Indenture. None of the properties of the Airport System are subject to any mortgage or other lien for the benefit of the owners of the Subordinate Series 2019/20 Bonds, and neither the full faith and credit nor the taxing power of the Authority, the City, the County, the State or any political subdivision or agency of the State is pledged to the payment of the principal of or interest on the Subordinate Series 2019/20 Bonds.

Factors Affecting the Airline Industry

General. Key factors that affect airline traffic at SDIA and the financial condition of the airlines, and, therefore, the amount of Subordinate Net Revenues available for payment of the Subordinate Series 2019/20 Bonds, include: local, regional, national and international economic and political conditions; international hostilities; world health concerns; aviation security concerns; accidents involving commercial passenger aircraft; changes in law, local, State and federal regulations and the application thereof; airline service and routes; airline airfares and competition; airline industry economics, including labor relations and costs; availability and price of aviation fuel (including the ability of airlines to hedge fuel costs); regional, national and international environmental regulations; airline consolidation and mergers; capacity of the national air traffic control and airport systems; capacity of SDIA and competition from other airports for connecting traffic; and business travel substitutes, including teleconferencing, videoconferencing and web-casting.

The airline industry is highly cyclical and is characterized by intense competition, high operating and capital costs and varying demand. Passenger and cargo volumes are highly sensitive to general and localized economic trends, and passenger traffic varies substantially with seasonal travel patterns. The profitability of the airline industry can fluctuate dramatically from quarter to quarter and from year to year, even in the absence of catastrophic events such as the terrorist attacks of September 11, 2001 and the economic recession that occurred between 2008 and 2009. Other business decisions by airlines, such as the reduction, or elimination, of service to unprofitable markets, increasing the use of smaller, regional jets and changing hubbing strategies have also affected air traffic at SDIA and could have a more pronounced effect in the future.

In addition to revenues received from the airlines, the Authority derives a substantial portion of its revenues from concessionaires including parking operations, food and beverage concessions, retail concessions, car rental companies, and others. See "AGREEMENTS FOR THE USE OF AIRPORT FACILITIES" and "FINANCIAL INFORMATION." Declines in passenger traffic at SDIA may adversely affect the commercial operations of many of these concessionaires. While the Authority's agreements with concessionaires require the concessionaires to pay a minimum annual guarantee, severe financial difficulties could lead to a failure by a concessionaire to make the required payments or could lead to the cessation of operations of such concessionaire.

Many of these factors are outside the Authority's control. Changes in demand, decreases in aviation activity and their potential effect on enplaned passenger traffic at SDIA may result in reduced Revenues and PFCs. Following are just a few of the factors affecting the airline industry including, regional and national economic conditions, threats of terrorism, costs of aviation fuel, and airline concentration. See also "—Aviation Security Concerns" below for additional discussion on the costs of security.

Economic Conditions. Historically, the financial performance of the air transportation industry has correlated with the state of the national and global economies. See "APPENDIX A—FINANCIAL FEASIBILITY REPORT—3.4 Sources of Forecast Risk and Uncertainty."

Threats of Terrorism. Recent and ongoing terrorist attacks and threats of terrorism have had, and may continue to have, a negative impact on air travel. The Authority cannot predict the likelihood of future incidents similar to the terrorist attacks of September 11, 2001 or the terrorist attacks that occurred in Nice, Munich, Paris, Brussels and Istanbul in 2015 and 2016, the likelihood of future air transportation disruptions or the impact on the Authority or the airlines operating at SDIA from such incidents or disruptions.

Cost of Aviation Fuel. Airline earnings are significantly affected by changes in the price of aviation fuel. According to Airlines for America, fuel, along with labor costs, is one of the largest cost

components of airline operations, and continues to be an important and uncertain determinate of an air carrier's operating economics. There has been no shortage of aviation fuel since the "fuel crisis" of 1974, but any increase in fuel prices causes an increase in airline operating costs. Fuel prices continue to be susceptible to, among other factors, political unrest in various parts of the world (particularly in the oil-producing nations in the Middle East and North Africa), Organization of Petroleum Exporting Countries policy, the growth of economies around the world, the levels of inventory carried by industries, the amounts of reserves maintained by governments, disruptions to production and refining facilities and weather. According to Airlines for America, for the first half of 2019, jet fuel accounted for approximately [___]% of the airline industry's operating expenses. The price of aviation fuel rose to an all-time high of approximately $3.75 per gallon in July 2008. According to the U.S. Bureau of Transportation Statistics, the price of aviation fuel averaged approximately $2.02 per gallon during the first 6 months of 2019. Significant and prolonged increases in the cost of aviation fuel are likely to have an adverse impact on air transportation industry profitability and hamper the recovery plans and cost-cutting efforts of certain airlines.

Airline Concentration; Effect of Airline Industry Consolidation. The airline industry continues to evolve as a result of competition and changing demand patterns and it is possible the airlines serving SDIA could consolidate operations through acquisition, merger, alliances and code share sales strategies. Examples of airlines mergers occurring over the last several years include: (a) in 2008, Delta acquired Northwest and its affiliated Air Carriers, Mesaba, Pinnacle (now known as Endeavor) and Compass Airlines; (b) on October 1, 2010, United Airlines and Continental Airlines merged and United Airlines and Continental Airlines began operating as a single airline (under the United brand) in March 2012; (c) on May 2, 2011, Southwest acquired Air Tran, and Southwest and Air Tran began operating as a single airline (under the Southwest brand) in March 2012; (d) on December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc., and American and US Airways began operating as a single airline (under the American brand) in October 2015; and (e) in December 2016, Alaska Air Group acquired Virgin America. To date none of these mergers have had any material impact on airline service or enplanements at SDIA. While these prior mergers have not had any material impact on airline service or enplanements at SDIA or on Revenues, future mergers or alliances among airlines operating at the Airport may result in fewer flights or decreases in gate utilization by one or more airlines. Such decreases could result in reduced Revenues, reduced PFC collections and/or increased costs for the other airlines serving SDIA.

Pilot and Mechanics Shortage. Pilot shortage is an industry-wide issue, and especially for smaller regional airlines. In 2017, Horizon Air had to cancel more than 300 flights systemwide, and in 2018, Great Lakes Airlines completely ended service, because of pilot shortages. There are several causes for the pilot shortage that affect all airlines. Congress changed duty time rules in 2010 to mitigate pilot fatigue, which required airlines to increase pilot staff. Beginning in 2013, first officers flying for commercial airlines were required to have at least 1,500 hours of flight time, instead of the 250 hours previously required. Other factors include an aging pilot workforce and fewer new pilots coming out of the military. Further, as passenger demand increases, the major air carriers are anticipated to need additional pilots, and are generally able to hire pilots away from regional airlines. As a result, small regional airlines have a particularly difficult time hiring qualified new pilots, despite increased incentives. The shortage of pilots available to regional airlines may result in reduced service to some smaller U.S. markets.

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

Bankruptcy by Airlines and Concessionaires

A bankruptcy of an airline or of another tenant or tenants operating from SDIA could result in delays or reductions in payments on the Subordinate Series 2019/20 Bonds.

Since December 2000, several airlines that currently operate at SDIA, including, among others, United Airlines, Delta Air Lines, American Airlines and Frontier Airlines, have filed for and reorganized under bankruptcy protection. Additional bankruptcy filings may occur in the future. The bankruptcy of an airline with significant operations at SDIA could have a material adverse effect on operations of SDIA, Revenues, and the cost to the other airlines operating at SDIA.

In the event of a bankruptcy by an airline or other tenant operating from SDIA, the automatic stay provisions of the United States Bankruptcy Code (the "Bankruptcy Code") could prevent (unless approval of the bankruptcy court was obtained) any action to collect any amount owing by an airline or other tenant to the Authority or any action to enforce any obligation of an airline or other tenant to the Authority. With the authorization of the bankruptcy court, an airline or other tenant may be able to repudiate some or all of its agreements with the Authority and stop performing its obligations (including payment obligations) under such agreements. Such a repudiation also could excuse the other parties to such agreements from performing any of their obligations. An airline or other tenant may be able, without the consent and over the objection of the Authority to alter the terms, including the payment terms, of its agreements with the Authority, as long as the bankruptcy court determines that the alterations are fair and equitable. In addition, with the authorization of the bankruptcy court, an airline or other tenant may be able to assign its rights and obligations under any of its agreements with the Authority to another entity, despite any contractual provisions prohibiting such an assignment. The Subordinate Trustee and the holders of the Subordinate Series 2019/20 Bonds may be required to return to an airline or other tenant as preferential transfers any money that was used to make payments on the Subordinate Series 2019/20 Bonds and that was received by the Authority or the Subordinate Trustee from such airline or other tenant during the 90 days immediately preceding the filing of the bankruptcy petition. Claims by the Authority under any lease with an airline or agreement with another tenant may be subject to limitations.

As described under "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Funding Sources for Capital Program—Passenger Facility Charges," the airlines serving SDIA also are required to pay to the Authority PFCs collected from enplaned passengers at SDIA. The PFC Act provides that PFCs collected by the airlines constitute a trust fund held for the beneficial interest of the eligible agency (i.e., the Authority) imposing the PFCs, except for any handling or retention of interest collected on unremitted proceeds. In addition, federal regulations require airlines to account for PFC collections separately and to disclose the existence and amount of funds regarded as trust funds in their respective financial statements. However, the airlines, provided they are not under bankruptcy protection, are permitted to commingle PFC collections with other revenues. The bankruptcy courts have not fully addressed such trust arrangements. Therefore, the Authority cannot predict how a bankruptcy court might rule on this matter in the event of a bankruptcy filing by one of the airlines operating at SDIA. The PFC Act requires an airline in bankruptcy protection to segregate PFC collections from all of its other revenues. It is possible that the Authority could be held to be an unsecured creditor with respect to unremitted PFCs held by an airline that has filed for bankruptcy protection. Additionally, the Authority cannot predict whether an airline operating at SDIA that files for bankruptcy protection would have properly accounted for the PFCs owed to the Authority or whether the bankruptcy estate would have sufficient moneys to pay the Authority in full for the PFCs owed by such airline. PFCs are not pledged to the repayment of any Senior Bonds or Subordinate Obligations (including the Subordinate Series 2019/20 Bonds), however, the Authority has in the past and expects to in the future use PFCs to pay a portion of the debt service on the Senior Series 2013 Bonds, the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds.

See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Use of PFCs to Pay Debt Service."

Each Non-Signatory Airline operating at SDIA is required to provide the Authority with a letter of credit equal to approximately three months of estimated obligations payable by the airline to the Authority. In the event of bankruptcy of a Non-Signatory Airline, the Authority would be able to draw on any such letter of credit to pay obligations owed by the bankrupt airline. Payments under any letter of credit may not be sufficient to pay the Authority all amounts owed by the bankrupt airline. Signatory Airlines are not required to provide a letter of credit or any other form of security deposit with the Authority. However, in the event a Signatory Airlines were to file for bankruptcy protection and subsequently failed to pay any obligations owed to the Authority, pursuant to the terms of the Airline Lease Agreement, the Authority would be allowed to collected those unpaid obligations from the Signatory Airlines that continue to operate from the Airport as part of the landing fees and terminal rentals charged to the Signatory Airlines.

There may be delays in payments to the Authority and resulting delays in the payment of principal of and interest on the Subordinate Series 2019/20 Bonds while the court considers any of the issues described above. There may be other possible effects of a bankruptcy of an airline or other tenant that could result in delays or reductions in payments on the Subordinate Series 2019/20 Bonds. Regardless of any specific adverse determinations in an airline or other tenant bankruptcy proceeding, the fact of an airline or other tenant bankruptcy proceeding could have an adverse effect on the liquidity and value of the Subordinate Series 2019/20 Bonds.

Southwest Airlines – SDIA's Largest Carrier

In Fiscal Year 2019, Southwest Airlines accounted for approximately 37.7% of the total enplaned passengers at SDIA. Where an airport has a sizable market share accounted for by a single airline, there is risk associated with the potential for that airline to reduce or discontinue service. However, in the case of Southwest Airlines at SDIA, this risk is mitigated by the following factors: (a) Southwest Airlines is a consistently profitable airline; and (b) the development of service by Southwest Airlines at SDIA has demonstrated a large O&D passenger demand that could be served by other airlines at SDIA in the unlikely event Southwest Airlines were to reduce service at SDIA. Nevertheless, the Authority cannot predict what effect a reduction or discontinuation of service by Southwest would have on the Authority or Revenues, or whether another airline would absorb the service provided by Southwest.

Aviation Security Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions, particularly in the context of international hostilities (such as those that have occurred and continue to occur in the Middle East), terrorist attacks (see "—Factors Affecting the Airline Industry—Threats of Terrorism" above), increased threat levels declared by the Department of Homeland Security and world health concerns such as the Severe Acute Respiratory Syndrome ("SARS") outbreak in 2003, the H1N1 influenza ("swine flu") outbreak in 2009 and 2010 and the Zika virus outbreak that began in South America in 2015, may influence passenger travel behavior and air travel demand. Travel behavior may be affected by anxieties about the safety of flying and by the inconveniences and delays associated with more stringent security screening procedures, both of which may give rise to the avoidance of air travel generally and the switching from air to surface travel modes.

The Authority cannot predict whether SDIA will be targets of terrorists in the future. Additionally, the Authority cannot predict the effect of any future government-required security measures on passenger activity at SDIA.

Regulations and Restrictions Affecting SDIA

The operations of SDIA are affected by a variety of contractual, statutory and regulatory restrictions and limitations including, without limitation, the provisions of the Airline Lease Agreements, the federal acts authorizing the imposition, collection and use of PFCs and extensive federal legislation and regulations applicable to all airports in the United States. In the aftermath of the terrorist attacks of September 11, 2001, SDIA also has been required to implement enhanced security measures mandated by the FAA, the Department of Homeland Security and Airport management.

It is not possible to predict whether future restrictions or limitations on operations at SDIA will be imposed, whether future legislation or regulations will affect anticipated federal funding or PFC collections for capital projects for SDIA, whether additional requirements will be funded by the federal government or require funding by the Authority, or whether such restrictions or legislation or regulations would adversely affect Revenues. See "—Aviation Security Concerns" above.

State Tidelands Trusts

Nearly all of the land on which SDIA's facilities are located is held in trust by the Port District pursuant to tidelands grants from the State. Generally, the use of lands subject to the trust is limited under the terms of the grants to harbor and airport uses and other uses of statewide interest, such as fishing, public recreation and enjoyment of the waterfront. Pursuant to the Act, the Port District has leased the land on which SDIA is located to the Authority until 2069. There also are certain limitations on the use of funds generated from facilities located on this land. However, none of the various restrictions are expected to affect the operations of SDIA or the finances of the Authority. The grants may be subject to amendment or revocation by the State legislature, as grantor of the trust and as representative of the beneficiaries (the people of the State). Under the law, any such amendment or revocation could not impair the accomplishment of trust purposes, or abrogate the existing covenants and agreements between the Port District, as trustee, the Authority, as lessee, and the Authority's bondholders. The Authority does not anticipate that the State will revoke the tidelands grants.

Federal Law Affecting Airport Rates and Charges

In general, federal aviation law requires that airport fees charged to airlines and other aeronautical users be reasonable and that in order to receive federal grant funding, all airport generated revenues must be expended for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner that are directly and substantially related to air transportation of passengers or property. The Authority is not aware of any formal dispute involving SDIA over any existing rates and charges. The Authority believes that the rates and charges methodology it utilizes and the rates and charges it imposes upon air carriers, foreign air carriers and other aeronautical users are reasonable and consistent with applicable law. However, there can be no assurance that a complaint will not be brought against the Authority in the near-term or in the future, challenging such methodology and the rates and charges established by the Authority, and if a judgment is rendered against the Authority, there can be no assurance that rates and charges paid by aeronautical users of SDIA will not be reduced. An adverse determination in a future challenge could limit the ability of the Authority to charge airlines rates sufficient to meet the rate covenants in the Master Senior Indenture and the Master Subordinate Indenture and could have a material adverse impact on the receipt of Revenues.

Additionally, the policies of the FAA prohibit an airport from making direct or indirect payments that exceed the fair and reasonable value of the respective services and facilities provided to the airport. The Port District provides certain services to the Authority and leases several parcels of land to the Authority. If the FAA were to rule that the Authority's payments to the Port District for the services

provided by the Port District and/or for the lease of the several parcels of land to the Authority violate the policies of the FAA, the Authority would be solely responsible for correcting any such violations. If the Authority violates the policies of the FAA, the FAA may withhold payment of AIP grants or rescind the Authority's ability to collect PFCs until the Authority corrects such violation. The Authority is not aware of any challenges by the FAA to the payments being made by the Authority to the Port District.

Restrictions on Airport Facilities and Operations

There are restrictions on the Authority's ability to expand and develop facilities at SDIA. Current conditions at SDIA make the addition of a runway difficult. Obstacles to runway expansion include significant geographic obstructions, major land acquisition requirements, extensive infrastructure impacts, increased noise impacts and community resistance. Geographic obstructions include high terrain to the northeast and southwest of SDIA and manmade obstructions, such as office buildings, to the northeast, east and southeast of SDIA. See "SAN DIEGO INTERNATIONAL AIRPORT—Existing Facilities."

There also are direct restrictions on aircraft departures at SDIA, primarily relating to noise abatement. Specifically, the Authority prohibits departures from SDIA between 11:30 p.m. and 6:30 a.m. (the "Curfew"), and no airline may schedule or advertise for a departure between 11:15 p.m. and 6:15 a.m. These restrictions are subject only to limited exceptions including emergency and mercy flights. Landings at SDIA are not prohibited during the Curfew. See "AIRPORT ENVIRONMENTAL MATTERS—Airport Noise."

These restrictions on facilities and operations may limit the number of passengers and flights which SDIA can accommodate in the future which, in turn, may limit the amount of Revenues the Authority can generate.

Cyber and Data Security

Authority. The Authority, like many other large public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private and sensitive information, the Authority faces multiple cyber threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computers and other sensitive digital networks and systems (collectively, "Systems Technology"). There have been cyber-attack attempts on the Authority's computer system, but not any resulting in a material compromise of the system, data loss or breach that the Authority has identified.

Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the Authority's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage.

The Authority has taken extensive measures to safeguard its Systems Technology against cybersecurity threats. To name a few, the Authority has obtained PCI (Payment Card Industry) compliance for all systems processing, storing, or transmitting credit card data; the Authority has implemented the NIST (National Institute of Standards Technology) framework consisting of standards, guidelines, and best practices to manage cybersecurity related risk; the Authority has engaged the Department of Homeland Security to conduct risk and vulnerability assessments of its Systems Technology; and annually, the Authority conducts incident response table top exercises to simulate a data breech and provide Authority wide training to staff and contractors on cybersecurity best practices.

No assurances can be given that the Authority's security and operational control measures will ensure against any and all cybersecurity threats and attacks. A cybersecurity incident or breach could

damage the Authority's Systems Technology and cause disruption to Authority and/or Airport services, operations and finances. The costs of remedying any such damage or protecting against future attacks could be substantial. Further, cybersecurity breaches could expose the Authority to material litigation and other legal risks, which could cause the Authority to incur material costs related to such legal claims or proceedings. The Authority will continue to assess cyber threats and protect its data and systems

Airlines, Concessionaires and Other Entities Operating at the Airport. Computer networks and data transmission and collection are vital to the efficient operation of the airline industry. Air travel industry participants, including the airlines, the FAA, the TSA, the concessionaires and others collect and store sensitive data, including intellectual property, proprietary business information, information regarding customers, suppliers and business partners, and personally identifiable information of customers and employees. The secure processing, maintenance and transmission of this information is critical to air travel industry operations. Despite security measures, information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and the information stored there could be disrupted, accessed, publicly disclosed, lost or stolen. Any such disruption, access, disclosure or other loss of information could result in disruptions in the efficiency of the air travel industry, legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, operations and the services provided, and cause a loss of confidence in the air travel industry, which could ultimately adversely affect the airline industry and operations at the Airport System.

Unavailability of, or Delay in, Anticipated Funding Sources

As described herein, the Authority anticipates that funding for the Capital Program has been and will be provided through a combination of proceeds of the Subordinate Series 2019/20 Bonds, the previously-issued Senior Series 2013 Bonds, the previously-issued Subordinate Series 2017 Bonds, internally generated cash of the Authority, PFC revenues on a pay-as-you-go basis, AIP grants, and other sources. See "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Funding Sources for Capital Program" and "APPENDIX A—FINANCIAL FEASIBILITY REPORT" for a description of the financing plan for the Capital Program. In the event that any of such sources are unavailable for any reason, including unavailability of internally generated cash flow; reduction in the amount of PFCs or AIP grants available to the Authority; non-appropriation of, or delay in payment of, federal funds or grants; the inability of the Authority to issue or sell Additional Senior Bonds and/or Additional Subordinate Obligations; or any other reason, the completion of the projects included in the Capital Program could be substantially delayed and financing costs could be higher than projected. There can be no assurances that such circumstances will not materially adversely affect the financial condition or operations of SDIA and the Authority.

Availability of PFCs. The Authority expects to use approximately $63.4 million of PFCs on a pay-as-you-go basis to finance a portion of the costs of the Capital Program and $30 million of PFCs to pay debt service on PFC Eligible Bonds (a portion of the Senior Series 2013 Bonds, a portion of the Subordinate Series 2019A Bonds and a portion of the Subordinate Series 2020 Bonds) though Fiscal Year 2022. Additionally, the Authority has agreed in the Airline Lease Agreements to set aside $30 million of PFCs each Fiscal Year during the three Fiscal Years prior to the opening of the new Terminal 1 to be constructed as part of the ADP, and to use those PFCs in the three Fiscal Years following the opening of the new Terminal 1 to pay debt service on Senior Bonds and/or Subordinate Obligations the proceeds of which were used to finance the construction of the new Terminal 1. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Use of PFCs to Pay Debt Service" and "APPENDIX D— SUMMARY OF CERTAIN PROVISIONS OF AIRLINE LEASE AGREEMENT."

The amount of PFCs received by the Authority in future years will vary based upon the actual number of PFC-eligible passenger enplanements at SDIA. No assurance can be given that any level of

enplanements will be realized. See "—Factors Affecting the Airline Industry" above. Additionally, the FAA may terminate the Authority's ability to impose the PFC, subject to informal and formal procedural safeguards, if (a) PFC revenues are not being used for approved projects in accordance with the FAA's approval, the PFC Act or the PFC Regulations; or (b) the Authority otherwise violates the PFC Act or the PFC Regulations. Its authority to impose the PFC may also be terminated if the Authority violates certain provisions of ANCA and its implementing regulations. The regulations under ANCA also contain procedural safeguards to ensure that the Authority's ability to impose a PFC would not be summarily terminated. No assurance can be given that the Authority's ability to impose the PFC will not be terminated by Congress or the FAA, that the PFC program will not be modified or restricted by Congress or the FAA so as to reduce PFC revenues available to the Authority or that the Authority will not seek to decrease the amount of the PFC to be collected.

A shortfall in PFC revenues, as a result of the FAA or Congress reducing or terminating the Authority's ability to collect PFCs or as a result of any other actions, may cause the Authority to increase rates and charges at SDIA to meet the debt service requirements on the PFC Eligible Bonds that the Authority plans to pay with PFCs, and/or require the Authority to identify other sources of funding to pay for the costs of the Capital Program projects currently expected to be paid with PFC revenues, including issuing Additional Senior Bonds and/or Additional Subordinate Obligations.

Availability of Federal Funds. See also "DEVELOPMENT OF SAN DIEGO INTERNATIONAL AIRPORT—Funding Sources for Capital Program—Federal Funding," for a discussion of the assumptions with respect to AIP grant funding. Although the Authority considers these assumptions to be reasonable, assumptions are inherently subject to certain uncertainties and contingencies. Actual AIP funding levels and the timing of the receipt of such funds vary and such differences may be material. Funds obligated for the AIP are drawn from SDIA and Airway Trust Fund that is supported by user fees, fuel taxes, and other similar revenue sources that must be authorized and approved by Congress.

If there is a reduction in the amount of AIP grants awarded to the Authority, such reduction could (i) increase by a corresponding amount the capital expenditures that the Authority would need to fund from other sources (including operating revenues, Additional Senior Bonds or Additional Subordinate Obligations), (ii) result in cancellation of certain Capital Program projects or (iii) extend the timing for completion of certain projects.

Federal Funding; Impact of Federal Sequestration

The Authority receives certain federal funds including from the AIP fund. Additionally, certain operations at the Airport are supported by federal agencies including, flight traffic controllers, FAA, TSA, FBI, Customs and Border Security, among others. Federal agencies also have regulatory and review authority over, among other things, certain Airport operations, construction at the Airport and the airlines operating at the Airport.

From time to time, the federal government has, and may in the future, come to an impasse regarding, among other things, reauthorization of the FAA (which has historically included funding for AIP) and other federal appropriations and spending. The current FAA reauthorization became effective on October 5, 2018, with the passage of the "FAA Reauthorization Act of 2018" (the "2018 FAA Act"). The 2018 FAA Act provides funding for the FAA and AIP through September 30, 2023.

Failure to adopt such legislation may have a material, adverse impact on, among other things, (i) federal funding received by the Authority, including under the AIP; (ii) federal agency budgets, hiring, furloughs, operations and availability of Federal employees to support certain operations at the Airport, provide regulatory and other oversight, review and provide required approvals, in each case at the Airport

and over the airlines serving the Airport; (iii) flight schedules, consumer confidence, operational efficiency at the Airport and in the air transportation system generally. In addition, the anticipated federal spending could be affected by, among other things, the automatic across-the-board spending cuts, known as sequestration.

There can be no assurance that the Congress will enact and the President will sign federal appropriation legislation or future FAA reauthorization which may require the Authority to fund capital expenditures forecast to come from such federal funds and from other sources (including operating revenues, Additional Senior Bonds and/or Additional Subordinate Obligations), result in decreases to the CIP or extend the timing for completion of certain projects and the Authority is also unable to predict future impact of any federal spending cuts or appropriation impasses or the impact of such actions on airline traffic at the Airport or the Authority's revenues.

Technological Innovations in Ground Transportation

One significant category of non-airline revenues for the Authority is generated from ground transportation activity, including use of on-Airport parking garages; fees paid by taxi, limousine and TNCs, such as Uber and Lyft; and rental car transactions by Airport passengers. While passenger levels are increasing, the relative market share of these sources of revenue is shifting. As one example, the popularity of TNCs has increased because of the increasing number of cities where TNCs operate, convenience of requesting a ride through a mobile application, the ability to pay for this service without providing cash or other payment to the hired driver, and competitive pricing. In Fiscal Year 2019, TNCs recorded nearly 2.1 million (estimated) Airport pick-ups and 2.4 (estimated) Airport drop-offs resulting in $13.5 million in fee revenue for the Authority, compared to nearly 1.8 million Airport pickups and $6.7 million in fee revenue in Fiscal Year 2018. The Authority did not begin tracking Airport drop-offs or collecting a fee for drop-offs until Fiscal Year 2019.

New technologies (such as autonomous vehicles and connected vehicles) and innovative business strategies in established markets such as commercial ground transportation and car rental may continue to occur and may result in further changes in Airport passengers' choice of ground transportation mode. While the Authority makes every effort to anticipate demand shifts, there may be times when the Authority's expectations differ from actual outcomes. In such event, revenue from one or more ground transportation modes may be lower than expected. The Authority cannot predict with certainty what impact these innovations in ground transportation will have over time on revenues from parking, other ground transportation services or rental cars. The Authority also cannot predict with certainty whether or to what extent it will collect non-airline revenues in connection with such new technologies or innovative business strategies.

Financial Feasibility Report

The Financial Feasibility Report included as Appendix A to this Official Statement contains certain assumptions and forecasts. The Financial Feasibility Report should be read in its entirety for a discussion of historical and forecasted results of enplanements, operations and debt service coverage and the assumptions and rationale underlying the forecasts. As noted in the Financial Feasibility Report, any forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecast and actual results, and those differences may be material.

Accordingly, the projections contained in the Financial Feasibility Report or that may be contained in any future certificate of the Authority or a consultant are not necessarily indicative of future performance, and neither the Feasibility Consultant nor the Authority assumes any responsibility for the failure to meet

such projections. In addition, certain assumptions with respect to future business and financing decisions of the Authority are subject to change. No representation is made or intended, nor should any representation be inferred, with respect to the likely existence of any particular future set of facts or circumstances, and prospective purchasers of the Subordinate Series 2019/20 Bonds are cautioned not to place undue reliance upon the Financial Feasibility Report or upon any projections or requirements for projections. If actual results are less favorable than the results projected or if the assumptions used in preparing such projections prove to be incorrect, the amount of Subordinate Net Revenues, PFCs and federal funds and grants may be materially less than expected and consequently, the ability of the Authority to make timely payment of the principal of and interest on the Subordinate Series 2019/20 Bonds may be materially adversely affected.

Neither the Authority's independent auditors, nor any other independent accountants have compiled, examined or performed any procedures with respect to the Subordinate Net Revenues forecast, nor have they expressed any opinion or any form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the Subordinate Net Revenues forecast, nor have they expressed any opinion or any form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the Subordinate Net Revenues forecast.

Impact of Potential Earthquakes

Although the San Diego area has not experienced any significant damage from seismic activities, the geographical area in which SDIA is located is subject to unpredictable seismic activity. Southern California is characterized by a number of geotechnical conditions which represent potential safety hazards, including expansive soils and areas of potential liquefaction. The San Andreas, Rose Canyon, Elsinore and San Jacinto fault zones are all capable of producing earthquakes in the San Diego area. SDIA has not experienced any significant losses of facilities or services as a result of earthquakes.

The main terminal buildings of SDIA were seismically upgraded in the mid-1990s and comply with applicable building codes. However, SDIA's facilities could sustain extensive damage in a major seismic event, ranging from total destruction of SDIA, to destabilization or liquefaction of the soils, to little or no damage at all. There can be no assurances that damage resulting from an earthquake will not materially adversely affect the financial condition or operations of SDIA or the ability of the Authority to generate Net Revenues and Subordinate Net Revenues in the amounts required by the Senior Indenture and the Subordinate Indenture, as applicable. The Authority does not currently maintain earthquake insurance, but as of June 30, 2019, the Authority had designated approximately $11 million from its net position as an insurance contingency, which could be used in the event of damage to the Airport from an earthquake, among other things. See "FINANCIAL INFORMATION—Risk Management and Insurance."

The Authority is unable to predict when another earthquake may occur and what impact, if any, it may have on SDIA or the finances of the Authority or whether the Authority will have sufficient resources to rebuild or repair damaged facilities following a major earthquake.

Climate Change Issues

Possible Increased Regulations. Climate change concerns are leading to new laws and regulations at the federal and state levels that could have a material adverse effect on airlines operating at SDIA and also could affect ground operations at SDIA.

According to the United States Environmental Protection Agency ("EPA"), aircraft account for 12% of all U.S. transportation GHG emissions and approximately 3% of total U.S. GHG emissions. While in 2016 the EPA finalized an endangerment finding that GHG emissions from "U.S. covered aircraft" cause or contribute to air pollution, triggering the Clean Air Act Section 231's requirement to regulate, aircraft

GHG emission standards are not yet proposed and there has been no public EPA action in this area since December 2016. Regulations may be implemented in the future.

In March 2017, the International Civil Aviation Organization ("ICAO"), a specialized agency within the United Nations, adopted GHG carbon neutral growth targets applicable to (i) new aircraft type designs as of 2020 and (ii) new deliveries of current in-production aircraft models from 2023. The global standard includes a cutoff date of 2028 for production of non-compliant aircraft.

In October 2016, the ICAO also passed a market-based mechanism to curb emissions, the Carbon Offsetting and Reduction Scheme for International Aviation ("CORSIA"). CORSIA is comprised of 192 member countries and is designed to achieve carbon-neutral growth for international (but not domestic) civil aviation from 2020 onwards, in three phases. As of July 2, 2018, 73 nations representing 87.7% of international aviation activity, including the United States, indicated they will participate in the pilot (2021-2023), first (2024-2026) and second (2027-2035) phases of CORSIA. While the United States announced its withdrawal from the Paris Agreement of 2016 in 2017, with an effective date of 2020, which would imply a likely withdrawal from CORSIA participation, virtually all U.S.-based airlines agreed to participate in CORSIA, regardless of the United States' position in May 2019. Currently, those participating nations whose aircraft operators undertake international flights are developing a monitoring, reporting and verification (MRV) system for CO2 emissions from international flights. It remains unclear whether CORSIA will have any impact, economically or on climate.

On a state level, California passed the "California Global Warming Solutions Act of 2006," which requires reduction of the statewide level of GHGs to 1990 levels by 2020. In 2016, the California legislature adopted as state law Governor Brown's 2015 Executive Order B-30-15 (Senate Bill 32), requiring a reduction of the Statewide level of GHGs to 40% below 1990 levels by 2030. Further, the CARB implemented the "California Cap-and-Trade Program" (the "Program") for certain entities emitting 25,000 metric tons of carbon dioxide equivalent per year or more, with non-covered entities allowed to voluntarily participate. Entities emitting between 10,000 and 25,000 metric tons [(including the Airport)] are required to report stationary source emissions, but are not required to participate in the Program. The Program, and additional State and local regulations related to climate change (including CARB's Low Carbon Fuel Standard, California's State Implementation Plan, the Sustainable Freight Action Plan, and regional GHG Emissions Reduction Targets) may require the airlines serving the Airport, other Airport tenants, and on-Airport operations to meet new compliance obligations that increase operational, utility and fuel costs (such as those pending at CARB regarding ground support equipment and airport shuttle buses). In some cases, these policies provide financial incentives for GHG reduction or air quality improvements through expanded or improved infrastructure and/or vehicle electrification or alternative fuels replacement. In other cases, they prevent the airport, equipment owner, or operator from accessing grants where a key eligibility requirement is that an investment must be voluntary. Additional regulations on a State and local level are pending and foreseeable (including expanding emissions mitigation measures aimed at commercial airports).

See "AIRPORT ENVIRONMENTAL MATTERS—Air Quality and Carbon Management Plan" for a discussion of the Authority's plans to reduce GHG emissions at SDIA.

The Authority is unable to predict what federal and/or state laws and regulations with respect to GHG emissions will be adopted, or what effects such laws and regulations will have on airlines serving SDIA or on SDIA operations. The effects, however, could be material.

Possible Sea-Level Rise. SDIA is located less than 100 yards from San Diego Bay, which is located approximately two miles from the Pacific Ocean. It is anticipated that the San Diego area, including SDIA, will be exposed to rising sea levels as a result of climate change. In April 2017, the California Ocean

Protection Council released an update on sea level rise science entitled "*Rising Seas in California: An Update on Sea-level Rise Science*." The paper posits that sea level increases in the San Diego region by 2050 will likely be between 0.7 – 2.0 feet above historical levels. The paper was updated in March 2018 and expanded to include various sea level rise scenarios (coupled with 100-year storm surge events) through 2100 and their relative probability. These estimates guided additional flood modeling that was included in a new Climate Resilience Plan for SDIA

In 2015, the Authority conducted a hydrologic and hydraulic base model of runoff and discharges from Airport watersheds for both existing and future conditions in multiple storm scenarios. The assessment concluded that certain of the Airport's most critical infrastructure, such as the runway, the majority of the taxiways and the air traffic control tower, did not appear to face major risk of flooding, even in scenarios that account for future sea level rise. This assessment was expanded with the development of a Climate Resilience Plan in 2019. The plan formally evaluated SDIA's vulnerability to potentially higher sea levels, more intense rainfall, and more extreme heat and identifies strategies to address predicted climate conditions through the end of the century. The plan's strategies are generally grouped around the following goals: (1) reduce risks associated with climate change to ensure business continuity, and to maintain a quality passenger experience; (2) integrate climate resilience into airport operations and development decisions; and (3) provide regional and industry leadership in climate resilience. The Authority is unable to predict whether sea-level rise or other impacts of climate change will occur while the Subordinate Series 2019/20 Bonds are outstanding, and if any such events occur, whether there will be an adverse impact, material or otherwise, on Revenues.

Ability To Meet Rate Covenant

As discussed in "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Subordinate Rate Covenant," the Authority has covenanted in the Master Subordinate Indenture to establish, fix, prescribe and collect rates, tolls, fees, rentals and charges in connection with the Airport System and for services rendered in connection therewith, so that during each Fiscal Year the rate covenant set forth in the Master Subordinate Indenture is met. In addition to Subordinate Net Revenues, the Authority expects to use approximately $30 million of PFCs each Fiscal Year between Fiscal Year 2020 and Fiscal Year 2022 to pay debt service on the PFC Eligible Bonds (the Senior Series 2013 Bonds, the Subordinate Series 2019A Bonds and the Subordinate Series 2020 Bonds). If PFCs are used to pay principal of and/or interest on the PFC Eligible Bonds, such principal and/or interest is excluded from the calculation of debt service on the PFC Eligible Bonds; thus decreasing debt service and increasing debt service coverage for purposes of the rate covenant under the Master Subordinate Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Use of PFCs to Pay Debt Service." Also see "—Availability of PFCs" above.

If Subordinate Net Revenues (and PFCs expected to be used to pay debt service) were to fall below the levels necessary to meet the rate covenant set forth in the Master Subordinate Indenture, the Master Subordinate Indenture provides for procedures under which the Authority would retain and direct a Consultant to make recommendations as to the revision of the Authority's business operations and its schedule of rentals, rates, fees and charges for the use of the Airport System and for services rendered by the Authority in connection with the Airport System, and after receiving such recommendations or giving reasonable opportunity for such recommendations to be made, the Authority is required to take all lawful measures to revise the schedule of rentals, rates, fees and charges as may be necessary to meet the rate covenant. Increasing the schedule of rentals, rates, fees and charges for the use of the Airport System and for services rendered by the Authority in connection with the Airport System is subject to contractual, statutory and regulatory restrictions (see "—Regulations and Restrictions Affecting SDIA" above). Implementation of an increase in the schedule of rentals, rates, fees and charges for the use of SDIA could have a detrimental impact on the operation of SDIA by making the cost of operating at SDIA unattractive

to airlines, concessionaires and others in comparison to other airports, or by reducing the operating efficiency of SDIA.

Enforceability of Remedies; Limitation on Remedies

As discussed above under "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS—Events of Default and Remedies; No Acceleration," there is no right to acceleration of payments to bondholders under the Subordinate Indenture, and bondholders may be required to make a separate claim for each semiannual payment not paid. Further, the remedies available to the owners of the Subordinate Series 2019/20 Bonds upon an Event of Default under the Subordinate Indenture are in many respects dependent upon regulatory and judicial actions that are in many instances subject to discretion and delay. Under existing laws and judicial decisions, the remedies provided for in the Senior Indenture may not be readily available or may be limited. Legal opinions to be delivered concurrently with the delivery of the Subordinate Series 2019/20 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Subordinate Series 2019/20 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.

Potential Limitation of Tax Exemption of Interest on Subordinate Series 2019/20 Bonds

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Subordinate Series 2019/20 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended, or court decisions may also cause interest on the Subordinate Series 2019/20 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Internal Revenue Code of 1986, as amended, or court decisions may also affect the market price for, or marketability of, the Subordinate Series 2019/20 Bonds. Prospective purchasers of the Subordinate Series 2019/20 Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion. See "TAX MATTERS—Changes in Federal and State Tax Law."

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements". When used in this Official Statement, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect," and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. See "INTRODUCTION—Forward-Looking Statements."

Any financial projections set forth in this Official Statement were not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to the prospective financial information. The Authority's independent auditors have not compiled, examined, or performed any procedures with respect to the prospective financial information contained in this Official Statement, nor have they expressed any opinion or any other form of assurance on such information or its achievability. The Authority's independent auditors have not been consulted in connection with the preparation of any financial projections contained in this Official Statement and the Authority's independent auditors assume no responsibility for its content.

AIRLINE INDUSTRY INFORMATION

Certain of the airlines or their parent corporations operating at SDIA are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, as such are required to file periodic reports, including financial and operational data, with the SEC. All such reports and statements can be inspected and copies obtained at prescribed rates in the Public Reference Room of the SEC at 100 F Street, NE, Room 1580, Washington, DC 20549. The SEC maintains a website at http://www.sec.gov containing reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. In addition, each domestic airline is required to file periodic reports of financial and operating statistics with the DOT. Such reports can be inspected at the following location: Bureau of Transportation Statistics, Research and Innovation Technology Administration, Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, and copies of such reports can be obtained from the DOT at prescribed rates.

Airlines owned by foreign governments or foreign corporations operating airlines (unless such foreign airlines have American Depository Receipts registered on a national exchange) are not required to file information with the SEC. Airlines owned by foreign governments, or foreign corporations operating airlines, file limited information only with the DOT.

The Authority undertakes no responsibility for and makes no representations as to the accuracy or completeness of the content of information available from the SEC or the DOT as discussed in the preceding paragraphs, including, but not limited to, updates of such information on the SEC's website or links to other Internet sites accessed through the SEC's website.

See also "CERTAIN INVESTMENT CONSIDERATIONS" for discussions regarding the financial condition of the airlines and the effects of airline bankruptcies on the Authority.

LITIGATION

No Litigation Relating to Subordinate Series 2019/20 Bonds

There is no litigation now pending or, to the best of the Authority's knowledge, threatened which seeks to restrain or enjoin the sale, issuance or delivery of the Subordinate Series 2019/20 Bonds or in any way contests the validity of the Subordinate Series 2019/20 Bonds or any proceedings of the Board taken with respect to the authorization, sale or issuance of the Subordinate Series 2019/20 Bonds, the pledge or application of any moneys provided for the payment of or security for the Subordinate Series 2019/20 Bonds, or the use of the proceeds of the Subordinate Series 2019/20 Bonds.

Litigation Relating to the Authority and SDIA

There are a number of litigation matters pending against the Authority for incidents at SDIA. These claims and suits are of a nature usually incident to the operation of SDIA and, in the aggregate, in the opinion of Authority management, based upon the advice of the General Counsel to the Authority, will not have a material adverse effect on the Revenues or financial condition of SDIA. It should be noted that a portion of the claims relating to personal injuries and property damage are covered by a comprehensive insurance program maintained by the Authority for SDIA.

There are no material claims or litigation arising out of or challenging any federal fund or grants held by the Authority to date.

See also "APPENDIX B—AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018—Note 14. Commitments and Contingencies."

TAX MATTERS

Subordinate Series 2019 Bonds

General. In the opinion of Kutak Rock LLP, Bond Counsel to the Authority, under existing laws, regulations, rulings and judicial decisions, interest on the Subordinate Series 2019 Bonds is excluded from gross income for federal income tax purposes, except for interest on any Subordinate Series 2019B Bond for any period during which such Subordinate Series 2019B Bond is held by a "substantial user" of the facilities financed or refinanced by the Subordinate Series 2019B Bonds or by a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Bond Counsel is further of the opinion that (a) interest on the Subordinate Series 2019A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax, and (b) interest on the Subordinate Series 2019B Bonds constitutes an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinions described in the preceding sentences assume the accuracy of certain representations and compliance by the Authority with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Subordinate Series 2019 Bonds. Failure to comply with such requirements could cause interest on the Subordinate Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Subordinate Series 2019 Bonds. The Authority will covenant to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Subordinate Series 2019 Bonds.

Bond Counsel is further of the opinion that interest on the Subordinate Series 2019 Bonds is exempt from present State of California personal income taxes.

Special Considerations With Respect to the Subordinate Series 2019 Bonds. The accrual or receipt of interest on the Subordinate Series 2019 Bonds may otherwise affect the federal income tax liability of the owners of the Subordinate Series 2019 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Subordinate Series 2019 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Subordinate Series 2019 Bonds.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Subordinate Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Subordinate Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Tax Treatment of Original Issue Premium. The Subordinate Series 2019A Bonds maturing on July 1, 20__ through, and including, July 1, 20__, and the Subordinate Series 2019B Bonds maturing on July 1, 20__ through, and including, July 1, 20__ (collectively, the "Premium Subordinate Series 2019 Bonds") are being sold at a premium. An amount equal to the excess of the issue price of a Subordinate Series 2019 Bond over its stated redemption price at maturity constitutes premium on such Subordinate Series 2019 Bond. An initial purchaser of a Premium Subordinate Series 2019 Bond must amortize any premium over such Premium Subordinate Series 2019 Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Subordinate Series 2019 Bonds callable prior to their maturity, by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to the call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period and the purchaser's basis in such Premium Subordinate Series 2019 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 disposition of such Premium Subordinate Series 2019 Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Subordinate Series 2019 Bonds should consult with their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Subordinate Series 2019 Bond.

Tax Treatment of Original Issue Discount.

General. The Subordinate Series 2019A Bonds maturing on July 1, 20__ through, and including, July 1, 20__, and the Subordinate Series 2019B Bonds maturing on July 1, 20__ through, and including, July 1, 20__ (collectively, the "Discount Subordinate Series 2019 Bonds") are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Subordinate Series 2019 Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described under "General" above.

The amount of original issue discount which is treated as having accrued with respect to such Discount Subordinate Series 2019 Bond is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Subordinate Series 2019 Bond (including its sale, redemption or payment at maturity). Amounts received upon disposition of such Discount Subordinate Series 2019 Bond which are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Subordinate Series 2019 Bond, on days which are determined by reference to the maturity date of such Discount Subordinate Series 2019 Bond. The amount treated as original issue discount on such Discount Subordinate Series 2019 Bond for a particular semiannual accrual period is equal to the product of (i) the yield to maturity for such Discount Subordinate Series 2019 Bond (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such Discount Subordinate Series 2019 Bond at the beginning of the particular accrual period if held by the original purchaser, less the amount of any interest payable for such Discount Subordinate Series 2019 Bond during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discount Subordinate Series 2019 Bond the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If such Discount Subordinate Series 2019 Bond is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Subordinate Series 2019 Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Subordinate Series 2019 Bond.

Recognition of Income Generally. Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Discount Subordinate Series 2019 Bonds under the Code.

Subordinate Series 2020 Bonds

It is a condition to the issuance of the Subordinate Series 2020 Bonds that on the delivery date of the Subordinate Series 2020 Bonds (April [8], 2020) (the "2020 Settlement Date") Bond Counsel delivers its approving opinions in substantially the form attached hereto as Appendix E-2. The ability of Bond Counsel to deliver such opinion is subject to the future activity of the Authority, the receipt of certain certifications and Bond Counsel's review and analysis at the time of delivery of the Subordinate Series 2020 Bonds and the related transactions in light of pertinent provisions of the laws, regulations, rulings and court decisions and interpretations thereof, then in effect or proposed to be in effect.

The following discussion is provided to the prospective purchasers of the Subordinate Series 2020 Bonds for the purposes of alerting them to the tax consequences that would be applicable if the Subordinate Series 2020 Bonds were issued and delivered as of the date of this Official Statement. HOWEVER, THERE IS NO ASSURANCE THAT THE FEDERAL AND STATE TAX LAW WILL REMAIN UNCHANGED BETWEEN THE DATE OF THIS OFFICIAL STATEMENT AND THE 2020 SETTLEMENT DATE. THE ACTUAL TAX CONSEQUENCES WILL BE ASSESSED BY BOND COUNSEL AT THE TIME OF THE ISSUANCE OF THE SUBORDINATE SERIES 2020 BONDS.

General. In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Subordinate Series 2020 Bonds is excluded from gross income for federal income tax purposes, except for interest on any Subordinate Series 2020B Bond or Subordinate Series 2020C Bond for any period during which such Subordinate Series 2020B Bond or Subordinate Series 2020C Bond, as applicable, is held by a "substantial user" of the facilities financed or refinanced by the Subordinate Series 2020B Bonds or the Subordinate Series 2020C Bonds, as applicable, or by a "related person" within the meaning of Section 147(a) of the Code. Bond Counsel is further of the opinion that (a) interest on the Subordinate Series 2020A Bonds and the Subordinate Series 2020B Bonds is not an item of tax preference for purposes of the federal alternative minimum tax, and (b) interest on the Subordinate Series 2020C Bonds constitutes an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinions described in the preceding sentences assume the accuracy of certain representations and compliance by the Authority with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Subordinate Series 2020 Bonds. Failure to comply with such requirements could cause interest on the Subordinate Series 2020 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Subordinate Series 2020 Bonds. The Authority will covenant to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Subordinate Series 2020 Bonds.

Bond Counsel is further of the opinion that interest on the Subordinate Series 2020 Bonds is exempt from present State of California personal income taxes.

Special Considerations With Respect to the Subordinate Series 2020 Bonds. The accrual or receipt of interest on the Subordinate Series 2020 Bonds may otherwise affect the federal income tax liability of the owners of the Subordinate Series 2020 Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Subordinate Series 2020 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Subordinate Series 2020 Bonds.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Subordinate Series 2020 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Subordinate Series 2020 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Tax Treatment of Original Issue Premium. The Subordinate Series 2020A Bonds maturing on July 1, 20__ through, and including, July 1, 20__, the Subordinate Series 2020B Bonds maturing on July 1, 20__ through, and including, July 1, 20__, and the Subordinate Series 2020C Bonds maturing on July 1, 20__ through, and including, July 1, 20__ (collectively, the "Premium Subordinate Series 2020 Bonds") are being sold at a premium. An amount equal to the excess of the issue price of a Subordinate Series 2020 Bond over its stated redemption price at maturity constitutes premium on such Subordinate Series 2020 Bond. An initial purchaser of a Premium Subordinate Series 2020 Bond must amortize any premium over such Premium Subordinate Series 2020 Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Subordinate Series 2020 Bonds callable prior to their maturity, by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to the call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period and the purchaser's basis in such Premium Subordinate Series 2020 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 disposition of such Premium Subordinate Series 2020 Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Subordinate Series 2020 Bonds should consult with their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Subordinate Series 2020 Bond.

Tax Treatment of Original Issue Discount.

General. The Subordinate Series 2020A Bonds maturing on July 1, 20__ through, and including, July 1, 20__, the Subordinate Series 2020B Bonds maturing on July 1, 20__ through, and including, July 1, 20__, and the Subordinate Series 2020C Bonds maturing on July 1, 20__ through, and including, July 1,

20__ (collectively, the "Discount Subordinate Series 2020 Bonds") are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Subordinate Series 2020 Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described under "—General" above.

The amount of original issue discount which is treated as having accrued with respect to such Discount Subordinate Series 2020 Bond is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Subordinate Series 2020 Bond (including its sale, redemption or payment at maturity). Amounts received upon disposition of such Discount Subordinate Series 2020 Bond which are attributable to accrued original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Subordinate Series 2020 Bond, on days which are determined by reference to the maturity date of such Discount Subordinate Series 2020 Bond. The amount treated as original issue discount on such Discount Subordinate Series 2020 Bond for a particular semiannual accrual period is equal to the product of (i) the yield to maturity for such Discount Subordinate Series 2020 Bond (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such Discount Subordinate Series 2020 Bond at the beginning of the particular accrual period if held by the original purchaser, less the amount of any interest payable for such Discount Subordinate Series 2020 Bond during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discount Subordinate Series 2020 Bond the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If such Discount Subordinate Series 2020 Bond is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Subordinate Series 2020 Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date and with respect to the state and local tax consequences of owning a Discount Subordinate Series 2020 Bond.

Recognition of Income Generally. Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Discount Subordinate Series 2020 Bonds under the Code.

Delayed Settlement; Delivery of Opinions of Bond Counsel. The Subordinate Series 2020 Bonds will be sold pursuant to the terms of the Subordinate Series 2020 Forward Delivery Contract pursuant to which the Authority will agree to execute and deliver to the Underwriters, and the Underwriters will agree to accept and purchase from the Authority, the Subordinate Series 2020 Bonds on the 2020 Settlement Date, subject to the satisfaction of certain conditions provided in the Subordinate Series 2020 Forward Delivery Contract. Bond Counsel expects to be able to deliver on the 2020 Settlement Date an opinion with respect to the exclusion of interest on the Subordinate Series 2020 Bonds from gross income for federal income tax purposes and from State personal income taxes and, assuming no material adverse changes in fact or in federal or State law and based upon certain representations, certifications and covenants of the Authority,

it will render an opinion substantially in the form and to the effect set forth in Appendix E-2. The issuance and delivery of the Subordinate Series 2020 Bonds on the 2020 Settlement Date will be subject to, among other things, receipt of such opinion of Bond Counsel.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the various state legislatures that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Subordinate Series 2019/20 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Subordinate Series 2019/20 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Subordinate Series 2019/20 Bonds or the market value thereof would be impacted thereby. Purchasers of the Subordinate Series 2019/20 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Subordinate Series 2019/20 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

RATINGS

S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and Fitch Ratings have assigned ratings of "[__]" ([___] outlook), and "[__]" ([___] outlook), respectively, to the Subordinate Series 2019/20 Bonds. Such ratings reflect only the views of such organizations and any explanation of the meaning and significance of such ratings, including the methodology used and any outlook thereon, should be obtained from the rating agency furnishing the same, at the following addresses: S&P Global Ratings, 55 Water Street, New York, New York 10041; and Fitch Ratings, One State Street Plaza, New York, NY 10004. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. The respective ratings are not a recommendation to buy, sell or hold the Subordinate Series 2019/20 Bonds. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Subordinate Series 2019/20 Bonds.

LEGAL MATTERS

The validity of the Subordinate Series 2019/20 Bonds and certain other legal matters are subject to the approving opinions of Kutak Rock LLP, Bond Counsel to the Authority. Complete copies of the proposed forms of Bond Counsel's opinions are contained in Appendices E-1 and E-2 hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain matters will be passed upon for the Authority by the General Counsel to the Authority. Certain legal matters with respect to this Official Statement will be passed upon for the Authority by Kutak Rock LLP, Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. All of the fees of Bond Counsel, Disclosure Counsel and Underwriters' Counsel with respect to the issuance of the Subordinate Series 2019 Bonds are contingent upon the issuance and delivery of the Subordinate Series 2019 Bonds. All of the fees of Bond Counsel, Disclosure Counsel and Underwriters' Counsel with respect to the issuance

of the Subordinate Series 2020 Bonds are contingent upon the issuance and delivery of the Subordinate Series 2020 Bonds.

UNDERWRITING

Subordinate Series 2019 Bonds

The Subordinate Series 2019A Bonds will be purchased by Citigroup Global Markets Inc., RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and [Siebert Williams Shank & Co., LLC] (collectively, the "Underwriters"), from the Authority at a price of $_____ (which is the par amount of the Subordinate Series 2019A Bonds, plus an original issue premium of $_____, less an original issue discount of $_____, less an underwriters' discount of $_____), subject to the terms of the purchase contract (the "Subordinate Series 2019 Purchase Contract"), between Citigroup Global Markets Inc., as representative of the Underwriters, and the Authority.

The Subordinate Series 2019B Bonds will be purchased by the Underwriters, from the Authority at a price of $_____ (which is the par amount of the Subordinate Series 2019B Bonds, plus an original issue premium of $_____, less an original issue discount of $_____, less an underwriters' discount of $_____), subject to the terms of the Subordinate Series 2019 Purchase Contract.

The Subordinate Series 2019 Purchase Contract provides that the Underwriters will purchase all of the Subordinate Series 2019 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Subordinate Series 2019Purchase Contract, the approval of certain legal matters by counsel, and certain other conditions. The initial public offering prices of the Subordinate Series 2019 Bonds set forth on the inside of the front cover hereof may be changed from time to time by the Underwriters. The Underwriters may offer and sell the Subordinate Series 2019 Bonds into unit investment trusts or money market funds at prices lower than the public offering prices stated on the cover hereof.

Subordinate Series 2020 Bonds

The Subordinate Series 2020A Bonds will be purchased by the Underwriters"), from the Authority at a price of $_____ (which is the par amount of the Subordinate Series 2020A Bonds, plus an original issue premium of $_____, less an original issue discount of $_____, less an underwriters' discount of $_____), subject to the terms of the Subordinate Series 2020 Forward Delivery Contract.

The Subordinate Series 2020B Bonds will be purchased by the Underwriters"), from the Authority at a price of $_____ (which is the par amount of the Subordinate Series 2020B Bonds, plus an original issue premium of $_____, less an original issue discount of $_____, less an underwriters' discount of $_____), subject to the terms of the Subordinate Series 2020 Forward Delivery Contract.

The Subordinate Series 2020C Bonds will be purchased by the Underwriters"), from the Authority at a price of $_____ (which is the par amount of the Subordinate Series 2020C Bonds, plus an original issue premium of $_____, less an original issue discount of $_____, less an underwriters' discount of $_____), subject to the terms of the Subordinate Series 2020 Forward Delivery Contract.

The Subordinate Series 2020 Forward Delivery Contract provides that the Underwriters will purchase all of the Subordinate Series 2020 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Subordinate Series 2020 Forward Delivery Contract, the approval of certain legal matters by counsel, and certain other conditions. The initial public offering prices of the Subordinate Series 2020 Bonds set forth on the inside of the front cover hereof may be changed from time to time by the Underwriters. The Underwriters may offer and sell the Subordinate Series 2020 Bonds into unit investment trusts or money market funds at prices lower than the public offering prices stated on the cover hereof.

Miscellaneous

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

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

Citigroup Global Markets Inc. ("Citigroup") provided the information contained in this paragraph for inclusion in this Official Statement and the Authority does not take any responsibility for or make any representation as to its accuracy or completeness. Citigroup, an underwriter of the Subordinate Series 2019/20 Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

Backstrom McCarley Berry & Co., LLC ("BMcB") provided the information contained in this paragraph for inclusion in this Official Statement and the Authority does not take any responsibility for or make any representation as to its accuracy or completeness. [BMcB, one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into separate non-exclusive distribution agreements with TD Ameritrade, Hilltop Securities, UMB, D.A. Davidson & Co., and Wedbush Securities Inc. (the "Firms") to augment both its institutional and retail marketing capabilities for the distribution of certain new issue municipal securities underwritten by or allocated to BMcB, which includes the Subordinate Series 2019/20 Bonds. Pursuant to these distribution agreements, the Firms may purchase Subordinate Series 2019/20 Bonds from BMcB at the original issue price less a negotiated portion of the selling concession applicable to any Subordinate Series 2019/20 Bonds that such firm sells, or BMcB may share with the Firms a portion of the fees or commission paid to BMcB applicable to their disclosed transactions.]

Jefferies LLC ("Jefferies") provided the information contained in this paragraph for inclusion in this Official Statement and the Authority does not take any responsibility for or make any representation as to its accuracy or completeness. [Jefferies, one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into an agreement (the "Jefferies Agreement") with E*TRADE Securities LLC ("E*TRADE") for the retail distribution of municipal securities. Pursuant to the Jefferies Agreement,

Jefferies will sell Subordinate Series 2019/20 Bonds to E*TRADE and will share a portion of its selling concession compensation with E*TRADE.]

Morgan Stanley & Co. LLC ("Morgan Stanley") provided the information contained in this paragraph for inclusion in this Official Statement and the Authority does not take any responsibility for or make any representation as to its accuracy or completeness. [Morgan Stanley, one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Subordinate Series 2019/20 Bonds.]

MUNICIPAL ADVISOR

The Authority has retained the services of Frasca & Associates, LLC, New York, New York, as Municipal Advisor in connection with the issuance of the Subordinate Series 2019/20 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Robert Thomas CPA, LLC, the Verification Agent, will verify the mathematical accuracy of the computations contained in the schedules provided by [_____] to determine that the amounts to be held in the Subordinate Series 2010A Escrow Fund, the Subordinate Series 2010B Escrow Fund and the Subordinate Series 2010C Escrow Fund will be sufficient to pay the principal and redemption price of and interest on the applicable Series of the Refunded Bonds on January 1, 2020 and July 1, 2020, as applicable.

CONTINUING DISCLOSURE

At the time of issuance of the Subordinate Series 2019 Bonds, the Authority will execute and deliver a Continuing Disclosure Certificate (the "Subordinate Series 2019 Continuing Disclosure Certificate"), and at the time of issuance of the Subordinate Series 2020 Bonds, the Authority will execute and deliver a Continuing Disclosure Certificate (the "Subordinate Series 2020 Continuing Disclosure Certificate," and together with the Subordinate 2019 Continuing Disclosure Certificate, the "Continuing Disclosure Certificates") substantially in the form set forth in Appendix F of this Official Statement. Pursuant to the Continuing Disclosure Certificates, the Authority will covenant to provide, or cause to be provided, to the MSRB, through the EMMA System, in an electronic format as prescribed by the MSRB, for purposes of Rule 15c2-12 adopted by the SEC ("Rule 15c2-12"), certain annual financial information and operating data relating to the Authority and the Airport System and, in a timely manner, notice of certain enumerated events. See "APPENDIX F—FORM OF CONTINUING DISCLOSURE CERTIFICATE."

The Authority entered into a continuing disclosure certificate with respect to the Series 2014 Special Facilities Bonds. With respect to such continuing disclosure certificate, the Authority failed to file on a timely basis, on the EMMA website, notice of a change in the rating of the Series 2014 Special Facilities Bonds. S&P upgraded the rating on the Series 2014 Special Facilities Bonds from "A-" to "A" on October 31, 2018, and the Authority filed the notice of the rating change on the EMMA website on December 3, 2018.

FINANCIAL STATEMENTS

The audited financial statements of the Authority for Fiscal Years 2019 and 2018 are included as Appendix B attached hereto. The financial statements referred to in the preceding sentence have been audited by BKD, LLP, the Authority's independent auditor, as stated in its Independent Auditor's Report, dated October [__], 2019, included in Appendix B. BKD, LLP has not been engaged to perform, and has not performed, since the date of its Independent Auditor's Report, any procedures on the financial statements addressed in its report. BKD, LLP also has not performed any procedures relating to this Official Statement.

RELATED PARTIES

RBC Capital Markets, LLC is serving as one of the underwriters of the Subordinate Series 2019/20 Bonds. RBC Capital Markets, LLC also serves as the underwriter for the Subordinate Drawdown Bonds, and RBC Municipal Products, LLC, [an affiliate of RBC Capital Markets, LLC,] is the purchaser of any Subordinate Drawdown Bonds issued by the Authority. A portion of the proceeds of the Subordinate Series 2019 Bonds will be used to redeem all of the outstanding Subordinate Drawdown Bonds.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not expressly stated, are set forth as such and not representations of fact. No representation is made that any of such opinions or estimates will be realized.

All references to the Act, the Senior Indenture, the Subordinate Indenture, the Airline Lease Agreements and agreements with any other parties herein and in the Appendices hereto are made subject to the detailed provisions of such documents, and reference is made to such documents and agreements for full and complete statements of the contents thereof. Copies of such documents are available for review at the offices of the Authority which are located at 3rd Floor, 3225 North Harbor Drive, San Diego, California 92101. This Official Statement is not to be construed as a contract or agreement between the Authority and the owners of any of the Subordinate Series 2019/20 Bonds.

AUTHORIZATION

The Board has authorized the distribution of this Official Statement. This Official Statement has been duly executed and delivered by the President and CEO on behalf of the Authority.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
President/CEO

APPENDIX A

FINANCIAL FEASIBILITY REPORT

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APPENDIX B

AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018

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APPENDIX C-1

CERTAIN DEFINITIONS

APPENDIX C-2

SUMMARY OF THE MASTER SENIOR INDENTURE

APPENDIX C-3

SUMMARY OF THE MASTER SUBORDINATE INDENTURE

APPENDIX C-4

SUMMARY OF THE SIXTH SUPPLEMENTAL SUBORDINATE INDENTURE

APPENDIX C-5

SUMMARY OF THE SEVENTH SUPPLEMENTAL SUBORDINATE INDENTURE

APPENDIX D

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PROPOSED FORM OF BOND COUNSEL'S OPINION REGARDING SUBORDINATE SERIES 2019 BONDS

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PROPOSED FORM OF BOND COUNSEL'S OPINION REGARDING SUBORDINATE SERIES 2020 BONDS

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX G

BOOK-ENTRY-ONLY SYSTEM

Introduction

Unless otherwise noted, the information contained under the caption "—General" below has been provided by DTC. The Authority makes no representations as to the accuracy or the completeness of such information. The Beneficial Owners of the Subordinate Series 2019/20 Bonds should confirm the following information with DTC, the Direct Participants or the Indirect Participants.

NEITHER THE AUTHORITY NOR THE SUBORDINATE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (B) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SUBORDINATE SERIES 2019/20 BONDS UNDER THE SUBORDINATE INDENTURE, (C) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SUBORDINATE SERIES 2019/20 BONDS; (D) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST DUE TO THE OWNERS OF THE SUBORDINATE SERIES 2019/20 BONDS; (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNERS OF SUBORDINATE SERIES 2019/20 BONDS; OR (F) ANY OTHER MATTER REGARDING DTC.

General

DTC will act as securities depository for the Subordinate Series 2019/20 Bonds. The Subordinate Series 2019/20 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 Subordinate Series 2019/20 Bond certificate will be issued for each maturity of the Subordinate Series 2019/20 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. 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 Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Subordinate Series 2019/20 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Subordinate Series 2019/20 Bonds on DTC's records. The ownership interest of each actual purchaser of each Subordinate Series 2019/20 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 Subordinate Series 2019/20 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Subordinate Series 2019/20 Bonds, except in the event that use of the book-entry system for the Subordinate Series 2019/20 Bonds is discontinued.

To facilitate subsequent transfers, all Subordinate Series 2019/20 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 Subordinate Series 2019/20 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Subordinate Series 2019/20 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Subordinate Series 2019/20 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 Subordinate Series 2019/20 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Subordinate Series 2019/20 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Subordinate Series 2019/20 Bond documents. For example, Beneficial Owners of Subordinate Series 2019/20 Bonds may wish to ascertain that the nominee holding the Subordinate Series 2019/20 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

While the Subordinate Series 2019/20 Bonds are in the book-entry-only system, redemption notices will be sent to DTC. If less than all of the Subordinate Series 2019/20 Bonds of a 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 Subordinate Series 2019/20 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to

those Direct Participants to whose accounts the Subordinate Series 2019/20 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Subordinate Series 2019/20 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority, the Subordinate Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with 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 Subordinate Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Subordinate Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Subordinate Series 2019/20 Bonds at any time by giving reasonable notice to the Authority or the Subordinate Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the Subordinate Series 2019/20 Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates representing the Subordinate Series 2019/20 Bonds will be printed and delivered to DTC.

The information in this Appendix G concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy thereof.

BENEFICIAL OWNERS WILL NOT RECEIVE PHYSICAL DELIVERY OF SUBORDINATE SERIES 2019/20 BONDS AND WILL NOT BE RECOGNIZED BY THE TRUSTEE AS OWNERS THEREOF, AND BENEFICIAL OWNERS WILL BE PERMITTED TO EXERCISE THE RIGHTS OF OWNERS ONLY INDIRECTLY THROUGH DTC AND THE DTC PARTICIPANTS.

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APPENDIX H

FORM OF INVESTOR DELAYED DELIVERY CONTRACT

[To come]

FINANCIAL FEASIBILITY REPORT

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Prepared by:

UNISON CONSULTING

Draft – October 17, 2019

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Section 1 Introduction and Capital Program

This Report considers the financial feasibility of the issuance of the San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A; the Subordinate Airport Revenue Bonds, Series 2019B 2020C (together, "the Series 2019 Bonds"); the Subordinate Airport Revenue Refunding Bonds, Series 2020A; the Subordinate Airport Revenue Refunding Bonds, Series 2020B; and the Subordinate Airport Revenue Refunding Bonds, Series (collectively, "the Series 2020 Bonds"). The proceeds of the Series 2019 Bonds and the Series 2020 Bonds will be used to (i) pay and/or reimburse the Authority for certain capital improvements at the San Diego International Airport (SAN or the Airport) included in the Capital Program of the San Diego County Regional Airport Authority (the Authority); ; (ii) repay a portion or all of the outstanding Subordinate Revolving Obligations; (iii) redeem all of the outstanding Subordinate Drawdown Bonds; (iv) redeem and defease the Refunded Bonds; (v) fund a portion of interest accruing on the Series 2019 Bonds; (vi) make a deposit to the Subordinate Reserve Fund; and (vii) pay certain costs of issuance of the Series 2019 Bonds and the Series 2020 Bonds.

This Report is organized into the following sections:

- Section 1 describes the Authority, the Airport, the Capital Program, and the funding plan for the Capital Program.
- Section 2 defines the Airport's air service area and discusses the local economic base.
- Section 3 analyzes the historical aviation activity at the Airport and presents forecasts of future aviation activity.
- Section 4 reviews the Airline Operating and Lease Agreement (AOLA), which became effective on July 1, 2019, and the airline rates and charges methodology contained therein.
- Section 5 reviews the framework for the financial operations of the Authority. This section also reviews the recent historical financial performance of the Authority, and it examines the ability of the Authority to generate sufficient Net Revenues and Subordinate Net Revenues in each year of the forecast period to meet the obligations of the Master Senior Indenture and the Master Subordinate Indenture.

1.1 The San Diego County Regional Airport Authority

The Authority is a local governmental entity of regional government, with jurisdiction extending throughout the County of San Diego (the County) and is responsible for the operation of the Airport. SAN operates as a commercial service airport and served approximately 12.4 million enplaned passengers during the Authority's Fiscal Year (FY) ended June 30, 2019 (FY 2019).

The San Diego County Regional Airport Authority Act, codified in California Public Utilities Code Section 170000 et seq. (the Act), established the Authority. The Authority was created as an

independent agency to manage the day-to-day operations of the Airport and to address the region's long-term air transportation needs. Effective January 1, 2003, the operations and assets of the Airport were transferred from the San Diego Unified Port District (the Port District) to the Authority. The legislation that created the Authority mandates the following three main responsibilities for the Authority: (1) operate the Airport; (2) plan for the future air transportation needs of the region; and (3) serve as the region's Airport Land Use Commission, and thereby ensure the adoption of land use plans that protect public health and safety surrounding all 16 of the County's airports.

The Authority is governed by a nine-member board of directors (the Board) representing all areas of the County, and three additional members serving as non-voting, ex-officio board members. Board members serve three-year terms and may be reappointed. The Act specifies the appointment of the members of the Board as follows: the Mayor of the City of San Diego appoints three members (two of which are subject to confirmation by the City Council); the Chair of the County of San Diego Board of Supervisors appoints two members (subject to confirmation by the Board of Supervisors); the mayors of the east county cities (El Cajon, Lemon Grove, La Mesa and Santee) appoint one member; the mayors of the north county coastal cities (Carlsbad, Del Mar, Encinitas, Oceanside, and Solana Beach) appoint one member; the mayors of the north county inland cities (Poway, Escondido, Vista and San Marcos) appoint one member; and the mayors of the south county cities (Coronado, Imperial Beach, Chula Vista and National City) appoint one member. The individuals who are appointed by the Governor of the State of California to occupy the offices of the District Director of the State Department of Transportation for the San Diego region and the Department of Finance representative for the State Lands Commission are ex-officio non-voting members of the Board. An additional non-voting ex-officio member of the Board is chosen by the United States Navy and the United States Marine Corps.

The Authority holds public meetings of the full Board once a month and periodic meetings of several standing committees. The standing committees, which were formed to better address key policy areas and develop items for consideration by the full Board, include the following: Executive Committee; Executive Personnel and Compensation Committee; Finance Committee; Audit Committee; and Capital Improvement Program Oversight Committee.

Kimberly Becker was appointed Authority President and CEO/Executive Director (President/CEO) effective May 1, 2017. Ms. Becker has overall responsibility for the management, administration, and planning of the Authority, its annual budget and approximately 400 employees. Ms. Becker has an experienced staff to aid her in carrying out the responsibilities of the position, including the vice presidents who head the various Authority divisions. The President/CEO, Chief Auditor, and General Counsel are appointed by the Board.

1.2 San Diego International Airport

The Airport serves the San Diego-Carlsbad, California, Metropolitan Statistical Area (San Diego MSA), which consists of San Diego County. The San Diego MSA is California's fourth largest and the nation's 17th largest MSA by population. When compared with other counties, San Diego is

California's second largest and the nation's fifth largest by population. San Diego is part of a cross-border region that includes the Mexican municipalities of Tijuana, Rosarito Beach, and Tecate. The FAA classifies SAN as a large-hub airport, a category that includes airports enplaning 1.0 percent or more of annual domestic enplanements. Based on calendar year 2018 enplanements, the FAA ranked SAN as the 24th largest airport out of 545 U.S. commercial service airports. More detailed operational statistics are provided in Section 3 of this Report. Covering 661 acres, the Airport is located three miles northwest of downtown San Diego, adjacent to U.S. Interstate 5 and the San Diego Bay.

The operations and improvements at SAN are funded by airport user charges, concession fees, rents, Passenger Facility Charges (PFCs), bond funds, rental car Customer Facility Charges (CFCs), and funds received from the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). No general tax fund revenues are used to operate or maintain the Airport.

1.2.1 Airfield

SAN is the busiest single-runway commercial airport in the nation, based on passenger levels. The Airport was originally dedicated as the "San Diego Municipal Airport – Lindbergh Field" on August 16, 1928. It became the first federally certified airfield to serve all aircraft types, including seaplanes, in 1934. The Airport's infrastructure was improved after the U.S. Army Air Corps took over the Airport in 1942 to support the military's war efforts during World War II. Improvements included the construction of an 8,750-foot runway, which has since been expanded to 9,401 feet. In addition to the runway, the airfield includes one taxiway on the south side of the runway (Taxiway B) and a series of taxiways on the north side of the runway, including Taxiway C. The airfield also includes ancillary taxiways that provide runway and terminal access, and aprons that provide aircraft parking.

Conditions at SAN make the addition of a runway difficult. Obstacles to runway expansion include significant geographic obstructions, including high terrain to the northeast and southwest of the Airport, as well as manmade obstructions, such as office buildings, to the northeast, east, and southeast of the Airport. Other obstacles to runway expansion include major land acquisition requirements, extensive infrastructure impacts, local resident opposition, and increased noise impacts. However, airfield capacity is not expected to be a limiting factor within the forecast period of this Report, as discussed in Section 3. According to the Airport's master planning effort[1], runway congestion is anticipated to occur when annual aircraft operations reach between 260,000 and 300,000. Annual commercial aircraft operations by passenger and cargo carriers are projected to reach approximately 223,000 during the forecast period. Accounting for the master plan's projection of General Aviation and Military aircraft operations, the forecast of total aircraft operations would not exceed 235,000, which is well below the level indicated for runway congestion. In addition to the restrictions to the physical capacity of the Airport's airfield, there are

[1] See Section 1.4 below for discussion of the Airport Development Plan.

direct restrictions on operations relating to noise abatement. See Section 3 for a further discussion of these constraints.

1.2.2 Passenger Terminals

The Airport has two passenger terminals (Terminal 1 and Terminal 2), which together contain a total of 51 gates, consisting of 19 gates in Terminal 1 and 32 gates in Terminal 2. Terminal 1 opened in March 1967. Terminal 2 consists of Terminal 2 East, with 13 jet gates, and Terminal 2 West, with 19 jet gates. Terminal 2 East opened in July 1979. Terminal 2 West, which originally opened in 1998, was modernized/re-developed in August 2013. The baggage claim for all of Terminal 2 (East and West) is located in Terminal 2 West. There are 83 dining and shopping options in the passenger terminals, including The Counter, Bankers Hill Bar & Restaurant, Craft Brews on 30th St., Stone Brewery, Phills BBQ, Hudson News, Warwicks, Soundbalance, and others. Passengers can download to their smart phones an app for "AtYourGate," which enables them to order food from any concession location in either passenger terminal and have it delivered to their gate.

1.2.3 Landside Facilities

The Airport offers the following public parking options:

- Terminal Lots 1 and 2 are located directly across from Terminals 1 and 2, respectively, with access to the terminals via covered walkways. These lots are intended for short-term parking, with a daily maximum rate of $32 ($19 with advance reservation). The Terminal 2 Parking Plaza provides covered parking with a covered walkway to Terminal 2, with a daily maximum rate of $32. Terminal Lot 1, Lot 2, and the Terminal 2 Parking Plaza together provide 5,141 public parking spaces, with 1,174 spaces in Terminal Lot 1, 1,088 spaces in Terminal Lot 2, and 2,879 parking spaces in the Terminal 2 Parking Plaza.
- The Long Term Lot is located on Harbor Drive and is serviced by free shuttle bus service. This lot provides 1,123 long-term parking spaces with a daily rate of $20 ($15 with advance reservation).
- A free cell phone lot (84 spaces) is located close to the terminals.
- Valet parking is available, with curb-side drop-off in front of Terminals 1 and 2. The daily rate for valet parking is $40 ($35 with advance reservation).

Roadway access to the Airport is via two independent entrance roadways for Terminal 1 and Terminal 2, both from North Harbor Drive. The Airport terminal roadway system includes a one-level roadway for Terminal 1 and a two-level roadway for Terminal 2, which separates departing and arriving passengers.

1.2.4 Other Facilities

The north airfield area contains various other facilities, including: an air traffic control tower; an Airport Rescue and Fire Fighting (ARFF) facility; a cargo ramp; a fuel farm; a receiving and

distribution center for food, beverage, retail and other goods; a Rental Car Center (RCC) that houses most of the rental car companies in a single building and which includes a 5,400-space parking garage; a Fixed Base Operator (FBO) facility, which includes a terminal, a ramp, and five hangars; and associated roadways, including a roadway linking the Northside with the passenger terminals, for rental car and parking shuttle buses. The Authority's administration offices are located in the building on the south of the airfield that previously housed the commuter terminal.

1.3 Capital Program Estimated Costs and Funding Plan

The Authority maintains a capital program that is designed to preserve regulatory compliance, critical infrastructure functions and Airport access. Additionally, the capital program seeks to enhance safety, customer service, cost savings and revenue opportunities.

The Authority's current capital program (the Capital Program) includes projects completed and anticipated to be completed in FY 2019 through FY 2024, at an estimated cost of approximately $955.4 million. Approximately $378.5 million of the total cost of the Capital Program had been expended through FY 2019, with the balance of the estimated costs (approximately $576.9 million) anticipated to be expended during FY 2020 through FY 2024. The Capital Program does not include the potential capital costs of the Airport Development Plan (see Section 1.4 below).

Table 1-1 summarizes the estimated costs and funding sources of the Capital Program. The capital projects are listed, with the exception of those projects that are estimated to cost less than $10 million, which are grouped together titled "All Other Projects." Of the $955.4 million in total estimated capital project costs, approximately $229.5 million (24.0 percent) represents one project: Terminal 2 West FIS Buildout, the last phase of which became operational in July 2019.

The projects described below are anticipated to be funded in whole or in part with proceeds of the Series 2019 Bonds. The estimated cost of each project is also provided.

Facilities Maintenance Department Facility: $48.0 million
A new Facility Maintenance Department Campus will be constructed on the North side of the Airport, with offices, shop buildings, and a warehouse. The Campus will include seven shop buildings, parking, a warehouse, and other ancillary facilities.

Stormwater/Capture and Reuse: $37.5 million
Collect, treat and reuse stormwater for irrigation, and cooling tower use, Terminal gray water and RCC vehicle washes. Project will address current and future regulatory requirements.

Northside Remain Over Night (RON) Parking: $33.5 million
New RON parking positions will be developed on the North side, to allow direct, safe, and efficient access to the airfield taxiway system. The new positions will replace the existing Group-3 RON concrete parking positions, which will be displaced by the proposed air cargo facility.

Airline Relocations: $24.3 million
This project will include the following components: common use passenger processors (CUPP) in Terminal 1 West; build out of new airline offices in the former Federal Inspection Station (FIS) facilities and in the airline spaces in Terminal 1 West and Terminal 2 East; and the construction of an additional lane at the Terminal 2 East security checkpoint. These improvements will allow for the relocation of existing airlines and the implementation of necessary airline technology in Terminal 1 West.

Airport Support Facilities: $21.5 million
This project will facilitate the procurement of the Design-Build team for the Facilities Maintenance Department Facility, the Belly Cargo/Provisioning Facilities, the Stormwater Capture and Reuse facility, the Gate P18 Relocation project, and the Fueling Operator Facility, as well as miscellaneous programmatic design costs.

Storm Water Infiltration Beds – Southside: $19.6 million
A three-million-gallon infiltration bed will be installed on the South side of the Airport, which will allow storm runoff from the airfield to be percolated into the ground. This will reduce the volume of direct discharges in the San Diego Bay, and it will also resolve heavy metal pollutant issues.

Replace and Refurbish Passenger Boarding Bridges: $17.5 million
This project will replace and refurbish passenger boarding bridges in the passenger terminal buildings.

Replace Baggage Handling System: $15.9 million
The existing Baggage Handling System will be modernized and optimized, to support current airline operations and future growth demands, in line with the Authority's sustainability and customer service goals. The project will include the removal of the former baggage conveyor system, the installation of new motors, and the refurbishment and modernization of the baggage makeup units.

Security Network Redesign: $13.0 million
The security network infrastructure will be redesigned, including the replacement of fiber cabling and network equipment to support the transition from analog to digital cameras. This project will provide enhanced security.

Rehabilitate Cross Taxiways C1, C2, C5 & D: $11.8 million
Rehabilitate cross taxiways per 2015 Pavement Management Study. Mill and overlay nominal 5-6" full depth asphalt replacement on taxiways C1, C2, C5 & D. Reconstruct a portion of taxiway C1 with concrete pavement.

HVAC Modernization: $11.6 million
The air handler units and fan coils in T2E and T2W will be upgraded, and the T2W existing pump room will be modernized.

Table 1-1: Estimated Capital Program Costs and Funding Plan for FY 2019 – FY 2024

Project Name	Total	Series 2019 Bonds	AIP	PFC	Major Maintenance Fund	Prior Bonds	CFC	Authority Funds	Other [3]
T2W FIS Buildout	$229,474,214	$0	$0	$40,000,000	$0	$149,000,000	$0	16,208,748	24,265,466
Hydrant Fueling Infrastructure	50,455,589	0	0	0	0	0	0	0	50,455,589
Facility Maintenance Dept. Campus	48,009,000	26,009,000	0	0	0	22,000,000	0	0	0
Belly Cargo/Provisioning Facilities	43,230,000	0	0	0	0	0	0	43,230,000	0
Construct Taxiway A	38,935,713	0	13,500,000	0	25,435,713	0	0	0	0
Stormwater Capture & Reuse	37,490,000	37,490,000	0	0	0	0	0	0	0
Northside RON Parking Phase 1	33,512,664	33,512,664	0	0	0	0	0	0	0
Relocate Taxiway B Phase II	30,863,019	0	23,147,264	7,715,755	0	0	0	0	0
Airline Reocations T1W & T2E	24,332,620	12,242,387	0	0	0	0	0	7,759,679	4,330,554
Airport Support Facilities	21,526,700	14,028,960	0	0	0	0	0	7,497,740	0
CIP Support (Airside & Terminal)	20,635,230	0	0	0	0	0	0	20,635,230	0
Stormwater Infiltration System	19,585,000	19,585,000	0	0	0	0	0	0	0
Replace/Upgrade EMAS [1]	19,124,058	0	14,343,044	4,781,014	0	0	0	0	0
Perimeter Security Fencing	18,000,000	0	0	0	18,000,000	0	0	0	0
Replace Passenger Boarding Bridges	17,505,158	7,029,254	0	9,501,495	0	974,409	0	0	0
Replace Bag Handling System	15,946,000	15,946,000	0	0	0	0	0	0	0
SDIA Common Use System [2]	13,872,000	0	0	0	0	0	0	13,872,000	0
Security Network Redesign	13,037,668	13,037,668	0	0	0	0	0	0	0
Capital Expenditures - Terminal	12,380,333	0	0	0	0	0	0	12,380,333	0
Rehab Cross TWs C1, C2, C5 & D	11,766,962	2,267,250	9,373,800	0	0	0	0	0	125,912
HVAC Modernization	11,580,653	1,580,653	0	0	0	10,000,000	0	0	0
Rehabilitate Apron Pavement	10,945,096	7,445,096	3,500,000	0	0	0	0	0	0
Rehab Cross TWs B1W, B4-B7, C3, C, C6	10,291,118	0	7,350,000	0	0	2,941,118	0	0	0
Subtotal -- Projects Over $10.0 Million	$752,498,794	$190,173,932	$71,214,108	$61,998,264	$43,435,713	$184,915,527	$0	$121,583,730	$79,177,521
All Other Projects	202,949,606	119,850,215	3,133,779	1,358,700	4,410,312	12,516,910	2,953,000	40,480,933	18,245,756
Total All Projects	$955,448,400	$310,024,147	$74,347,887	$63,356,964	$47,846,025	$197,432,437	$2,953,000	$162,064,663	$97,423,277

Source: Authority records.

[1] EMAS = Engineering Material Arresting System. EMAS technology is used to prevent aircraft from overrunning the runway.

[2] SDIA = San Diego International Airport.

[3] "Other" funding includes fuel consortium funding ($62.7 million), local grant funding for electric supply equipment ($6.7 million), and budget savings ($28.0 million).

Rehabilitate Apron Pavement: $10.9 million
This project involves a detailed assessment of approximately 4 million square feet of existing apron pavement and PCC joints; the repair of corner spalls, cracks, and joint sealing; the replacement of existing panels where necessary; and the performing of pavement marking in the repair areas.

All Other Projects: $215.1 million
This category includes all projects estimated to cost less than $10.0 million each. These projects cover various capital improvements in all the Airport's cost centers. It is anticipated that approximately $117.5 million of the total cost of these projects will be funded with proceeds of the Series 2019 Bonds.

The estimated funding sources of the Capital Program, presented on Table 1-1, are the following:

- The Series 2019 Bonds (approximately $310.0 million in project funding). The largest capital projects to be funded in whole or in part with the Series 2019 Bonds (described above) are the FMD Facility, Stormwater Capture and Reuse, Northside RON Parking Phase 1, Airline Relocations, Stormwater Infiltration System, Replace Passenger Boarding Bridges, Replace Baggage Handling System, and Security Network Redesign.

- FAA Airport Improvement Program (AIP) grants, including AIP entitlement grants and AIP discretionary grants. AIP entitlement funds are apportioned by formula each year to individual airports or types of airports. AIP discretionary funds are awarded by the FAA based on eligible projects' priority as determined by the FAA through the application of its National Priority System (NPS). The NPS uses a combination of quantitative and qualitative factors to evaluate projects with highest priority given to projects to enhance airport safety and security. The funding plan for the Capital Program incorporates approximately $74.3 million in AIP entitlement and discretionary funds for eligible project costs.

- Passenger Facility Charges (PFCs). The Authority has received approval from the FAA to collect and use a PFC on each eligible enplaning passenger at SAN totaling approximately $1.589 billion. The Authority's approved PFC authority reflects 13 applications, plus related amendments. The Final Agency Decision received by the Authority from the FAA for the Authority's most recent PFC application estimates the charge expiration date to be February 1, 2040. The Authority's funding plan includes approximately $63.4 million in PFCs to be applied to eligible project costs in the Capital Program.

- Major Maintenance Fund. The new Airline Operating and Lease Agreement, which became effective on July 1, 2019, established a Major Maintenance Fund, the purpose of which is to fund capital projects in the Airfield Area, Terminal Area, Common Use Systems, and Airline Terminal Support Cost Centers and Capital Projects in Indirect Cost Centers to the extent allocable to such cost centers. Each Fiscal Year, the Authority will deposit $40.0 million into the Major Maintenance Fund, funded from the following revenue sources: $15.0 million from the Airfield Area; $15.0 million from the Terminal Area; and $10.0 million from non-

airline revenue. The Funding Plan includes approximately $47.8 million in funding from the Major Maintenance Fund.

- Prior bond proceeds (approximately $1.1 million from the Series 2013 Bonds and $193.7 million from the Series 2017 Bonds), which were spent on capital costs incurred prior to June 30, 2019.
- Customer Facility Charges (CFCs). The rental car companies that operate at SAN collect and remit to the Authority a per-day CFC (up to a maximum of five days). In accordance with a multi-year CFC rate schedule, the daily CFC rate increased from $6.00 to $7.50 beginning January 1, 2014 and to $9.00 beginning January 1, 2017. The CFC collections are being used to pay debt service on the special facility bonds that were issued in 2014 to finance the Rental Car Center (RCC), the cost of other capital projects related to the RCC, and costs related to the construction and operation of the common use transportation system. The Funding Plan includes approximately $3.0 million in CFC funding for capital projects related to the RCC, including roadway and infrastructure improvements.
- Authority funds. Authority funds are those moneys generated from Airport operations and available after all of the Authority's financial obligations pursuant to the flow of funds specified in the Master Senior Indenture and the Master Subordinate Indenture are satisfied. The Airline Agreement allows the Authority to include amortization charges in the airline rates and charges to reimburse the Authority for capital project costs paid from Authority funds. The financial analysis in Section 4 incorporates the amortization charges projected to be incorporated into the airline rate base, as projects funded with Authority funds are completed. The Authority plans to apply approximately $162.1 million in Authority funds to the Capital Program.
- Other funding, to include the following:
    - Airline direct funding from the fuel consortium. The Authority expects to execute an agreement with the airline fuel consortium in early 2020, to fund fuel-related projects at the Airport. This funding is projected to total approximately $62.7 million.
    - Local grant funding for the electric supply equipment. The Authority is applying for electric energy grants to fund electrical vehicle supply equipment. The grants are anticipated to be awarded under the funding that the car maker Volkswagen is required to provide in California to support zero-emission vehicles with charging stations and other promotional efforts such as advertising about the benefits of electric cars. The funding is part of a larger settlement negotiated by state and federal officials as a result of the Volkswagen diesel emissions lawsuit. The Authority estimates receiving approximately $6.7 million in grant funding for eligible costs, if successful.
    - Budget savings resulting from project bid amounts and savings during construction, which have totaled approximately $28.0 million less than the original project budget.

An artist rendering of the largest project being funded with proceeds of the Series 2019 Bonds – the Facility Maintenance Department Campus – is depicted in Figures 1-1.

Figure 1-1| Artist Rendering of Facility Maintenance Department Campus

1.4 Airport Development Plan

In 2012, the Authority embarked on a new master-planning effort for the Airport known as the "Airport Development Plan" (ADP), to identify the facilities needed to meet the Airport's passenger demand through 2035. SAN has had record-breaking growth, especially over the last five Fiscal Years with approximately 24.7 million passengers being served in FY 2019. Activity levels at the Airport are estimated to surpass 39 million passengers and 280,000 aircraft operations in 2035, based on the latest FAA-approved forecast. The cornerstone of the ADP is the replacement of Terminal 1, which is over 50 years old, with a more modern, comfortable, and efficient terminal facility. In March 2017, the Board approved the development of environmental review documents for the ADP. A draft environmental impact review report (EIR) for the proposed project was subsequently released in the summer of 2018 for public review, as required under the California Environmental Quality Act. The Authority received numerous comment letters and between October 2018 and July 2019 the authority participated in over 100 meetings with key stakeholders to further refine the proposed project and its associated environmental review documents. As a result of this additional stakeholder engagement, the Authority recirculated a draft EIR in September 2019 for public review. Certification of the ADP's Final EIR and potential formal approval of the proposed project is expected to be considered by the Authority Board in early 2020. If approved by the Board, the ADP would then undergo federal environmental review in accordance with the National Environmental Policy Act, with the FAA acting as the lead agency.

As of the date of this Report, the new terminal is expected to have 30 gates and be able to accommodate both narrow-body and wide-body aircraft. Under the EIR's "Environmentally Superior Alternative," the ADP's new Terminal 1 would be served by a dual-level curbside, a new close-in parking structure (currently planned with 5,500 parking spaces), which when combined with the new parking spaces that will be lost as a result of the ADP, will add a total of approximately 650 new, permanent parking spaces at the Airport, and new entry and circulation roadways. Additional mobility-focused project components include new pedestrian and bicycle infrastructure, a dedicated airport shuttle service between the Old Town Transit Center and the Airport, and designation of a "transit-ready" area next to the proposed parking structure for a potential future connection to the region's fixed-rail system. Airfield improvements contemplated as part of the ADP include a new apron area for the new terminal, a new full length Taxiway A, and reconfigured Remain Overnight aircraft parking positions. Overall, the Authority expects the ADP will add 11 net aircraft gates to SAN (bringing the total gate count to 62), while creating enhanced non-airline revenue opportunities.

Pending Board approval and successful completion of all necessary environmental reviews and permitting, construction of the ADP could begin as early as 2021, with the first phase of the new Terminal 1 (19 gates) opening in FY 2024, and full completion of the new facility (30 gates) and associated roadway and airfield improvements in FY 2026. Until the Board certifies the EIR and approves the ADP, it is not an approved project and is therefore not included in the Authority's

current Capital Program. (However, Taxiway A, which is included in the ADP, is included in the Authority's current Capital Program.)

The total cost of the ADP is currently estimated by the Authority to be in the range of $2.7 to $3.0 billion. The Authority expects to finance the costs of the ADP from various sources including, but not limited to, the proceeds of Additional Senior Bonds and Additional Subordinate Obligations. The Authority believes that with the enhancements in the new Airline Lease Agreements, it will be able to fund the ADP. Airline cost per enplanement, debt per enplanement, and debt service coverage metrics are expected to change once the financial impact of the ADP is included in the Authority's plan of finance. Based on current preliminary estimates, the Authority projects the following in FY 2025 (the first year with the full financial impact of the ADP):

- Debt service coverage on the Senior Bonds and the Subordinate Obligations of at least 1.40x on a cash basis as guaranteed by the Signatory Airlines in the AOLA
- Airline cost per enplanement in the range of $21 - $24
- Debt per enplanement in the range of $275 - $300

Section 2 Economic Base

Demographic and economic trends influence the demand for air travel at SAN, which consists largely of origin and destination (O&D) traffic.[2] Economic trends in the Airport's air service area and in California contribute to the area's ability to generate local demand for air travel and to draw visitors into the region. National trends influence trends in the Airport's passenger traffic in two ways: (1) U.S. economic trends influence demand for air travel nationwide. (2) The national economy generates demand for goods and services produced by businesses in the region, and therefore influence regional economic trends. This section discusses relevant demographic and economic trends at the regional and national levels, and it provides an assessment of current economic outlook.

SAN serves the San Diego-Carlsbad, CA, Metropolitan Statistical Area (San Diego MSA), California's fourth largest MSA and the nation's 17th largest MSA by population. The San Diego MSA is coextensive with San Diego County, California's second largest county and the nation's fifth largest county by population. San Diego is part of a cross-border region that includes the Mexican municipalities of Tijuana, Rosarito Beach, and Tecate. In addition to size, the San Diego MSA population offers the advantages of lower median age and higher educational attainment—attributes that help the San Diego economy grow faster than the national economy.

The San Diego MSA economy offers a diversified employment base, leadership in technology- and knowledge-based industries, and above-U.S. average economic performance. Large military presence contributes to regional employment and fuels the growth of various industries. San Diego's near-perfect climate, scenic beauty, and various tourist attractions and amenities make it one of the top destinations for visitors and meetings. All these attributes help position San Diego for continued prosperity. The San Diego MSA, however, is affected by trends in the national economy. The U.S. economy remains strong but faces various issues—within and outside the country—that could slow or end the current economic expansion that is now running more than 10 years.

2.1 Air Service Area

The San Diego MSA, which is consists of San Diego County, is located in Southern California (Figure 2-1), adjacent to the U.S.-Mexico border. It is a strategic location for international commerce and business on the west coast. Covering 4,526 square miles, the San Diego MSA includes 18 cities: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, and Vista. The two principal cities are the City of San Diego and Carlsbad.

[2] O&D passenger traffic refers to passenger trips originating or ending at the airport.

Figure 2-1: California County Map

Source: California State Association of Counties.

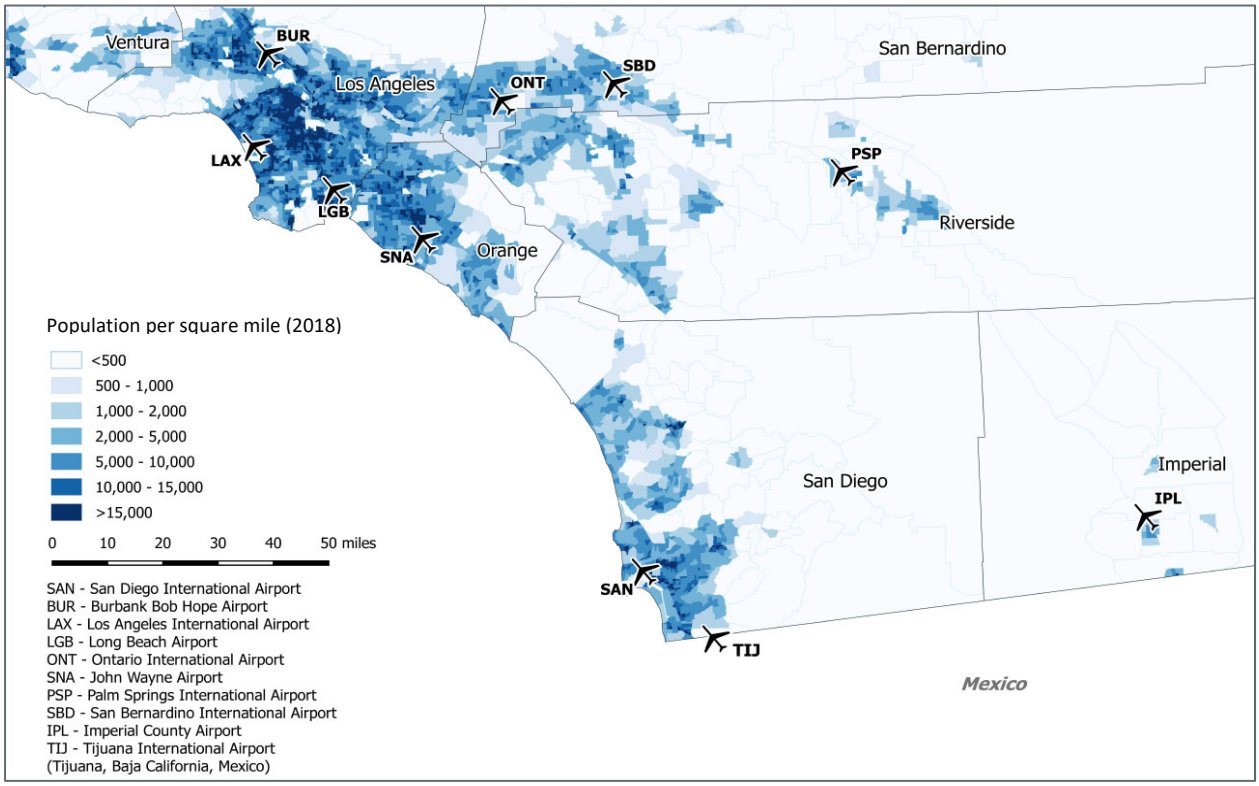
Located three miles northwest of downtown San Diego, SAN is the only major commercial service airport within the San Diego MSA. McClellan-Palomar Airport (CRQ), which is located 34 miles north of SAN in Carlsbad (within the San Diego MSA), is designated as a commercial service airport. CRQ, however, has not had scheduled commercial passenger service except when California Pacific, now out of service, operated briefly at the airport in 2018. CRQ serves mainly air taxi and general aviation operations.

Outside the San Diego MSA, eight U.S. commercial service airports are located within 150 road miles (a two- to three-hour drive), as shown on Figure 2-2 and Table 2-1. The closest is John Wayne Airport (SNA) in Orange County (89 road miles from SAN). SNA is a smaller airport than SAN, both in airport capacity and passenger traffic. SNA also faces caps on its average daily departures and annual enplanements pursuant to the Settlement Agreement between the County of Orange and City of Newport Beach Airport Working Group.[3]

Further north in Los Angeles County is the Los Angeles International Airport (LAX), Southern California's largest commercial airport and California's largest international gateway. LAX attracts passengers from all over Southern California—including San Diego County, especially for international service.

[3] *Key Provisions of the 1985 Settlement Agreement and the 2003 and 2014 Amendments*, <https://www.ocair.com/communityrelations/settlementagreement/keyprovisions>, accessed on July 9, 2019.

Figure 2-2: Commercial Service Airports Within 150 Road Miles of SAN



Sources: Unison Consulting, Inc., and U.S. Census Bureau's American Community Survey.

Table 2-1: Commercial Service Airports Within 150 Road Miles of SAN

Airport	CY2018 Enplanements[1] (In Milions)	City	State	Distance from SAN[2] Miles	Drive Time
San Diego International	12.17	San Diego	CA	--	--
Los Angeles International	42.68	Los Angeles	CA	125	2 hours, 10 minutes
John Wayne	5.19	Santa Ana	CA	89	1 hour, 35 minutes
Ontario International	2.50	Ontario	CA	115	2 hours
Hollywood Burbank	2.68	Burbank	CA	134	2 hours, 40 minutes
Long Beach	1.91	Long Beach	CA	106	1 hour, 55 minutes
Palm Springs International	1.16	Palm Springs	CA	144	2 hour, 20 minutes
Imperial County[3]	--	Imperial	CA	119	2 hours
San Bernardino International[4]	--	San Bernardino	CA	111	1 hour, 55 minutes
Tijuana International	7.84	Tijuana	Mexico	24	30 minutes

[1] Sources: U.S. Bureau of Transportation Statistics T-100 Market data (all scheduled service) for U.S. airports and Grupo Aeroportuario del Pacífico for Tijuana International Airport.

[2] Source: Google Maps. Actual drive times may be significantly longer during peak traffic.

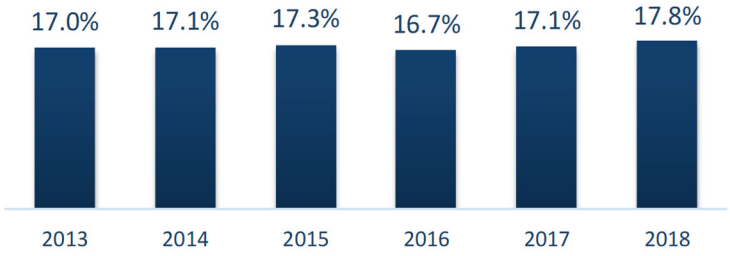
[3] The FAA TAF estimates 6,300 scheduled enplanements at the airport in 2018.

[4] The FAA TAF estimates five scheduled enplanements at the airport in 2018.

Four other U.S. commercial service airports offer scheduled commercial passenger service: Ontario International Airport, Burbank Bob Hope Airport, Long Beach Airport, and Palm Springs International Airport. They have more limited service offerings than SAN. The remaining two Southern California commercial service airports, Imperial County Airport and San Bernardino International Airport, have little or no scheduled commercial passenger service.

Figure 2-3 shows SAN's share of total enplanements at all seven Southern California airports with scheduled commercial passenger service. SAN's share increased slightly from 2013 to 2018, indicating that there has not been any increase in passenger leakage to other airports. Over the five-year period from 2013 to 2018, total Southern California enplanements increased 31.4 percent, while SAN's enplanements increased 37.5 percent. The SAN MSA population increased only 4.1 percent over the same period.

Figure 2-3: SAN Share of Total Enplanements at Southern California Commercial Airports



Source: Unison Consulting, Inc., using data from U.S. Bureau of Transportation Statistics T-100 Market data (all scheduled service).

Located 24 miles south of SAN, in Tijuana, Mexico, Tijuana Rodriguez International Airport (TIJ), primarily serves the Mexican domestic market, which accounted for 70 percent of TIJ's 7.84 million enplanements in 2018.[4] TIJ passengers have access to Cross Border Xpress (CBX), an enclosed pedestrian skybridge connecting a facility on the U.S. side of the border with the main TIJ passenger terminal on the Mexican side of the border. The facility allows passengers coming from or going to the United States direct access to TIJ, giving Mexican and other foreign flag carriers operating at TIJ direct access to the U.S. passenger market. CBX opened in December 2015 and can be used only by TIJ passengers who have boarding passes for flights departing within 24 hours or by TIJ passengers from flights arriving within 2 hours. Passengers departing for Mexico are required to pass through Mexican Customs & Border Protection, while passengers arriving from Mexico are required to go through U.S. Customs & Border Protection. A total of 2.26 million passengers used the CBX in 2018; they accounted for 14 percent of TIJ passengers in 2018.[5]

While CBX may work to limit the growth of the Mexican travel market from SAN, it has not hindered overall passenger traffic growth at SAN because the Mexican travel market has historically accounted for a very small share of total SAN passenger traffic. Since the CBX opened in 2015, both

[4] Grupo Aeroportuario del Pacífico Traffic Report for Year-End 2018.
[5] *Ibid*.

domestic and international passenger traffic segments have been growing steadily at SAN, as will be shown in Section 3.

2.2 Population

The San Diego MSA offers a large population for air travel. With a population of 3.3 million in 2018, San Diego was California's fourth largest MSA (Table 2-2) and the nation's seventeenth largest MSA—larger than the metropolitan areas of Tampa, Denver and St. Louis. The San Diego MSA accounts for 8.5 percent of the California state population. As a county, San Diego is the second largest in California , after Los Angeles County (Figure 2-4), and the fifth largest in the United States.

Table 2-2: California State and MSA Populations

Area	2018 Population	State Rank
California State Total	39,557,045	-
MSA Population:		
Los Angeles-Long Beach-Anaheim MSA	13,291,486	1
San Francisco-Oakland-Hayward MSA	4,729,484	2
Riverside-San Bernardino-Ontario MSA	4,622,361	3
San Diego-Carlsbad MSA	**3,343,364**	**4**
Sacramento--Roseville--Arden-Arcade MSA	2,345,210	5
San Jose-Sunnyvale-Santa Clara MSA	1,999,107	6
Fresno MSA	994,400	7
Bakersfield MSA	896,764	8
Oxnard-Thousand Oaks-Ventura MSA	850,967	9
Stockton-Lodi MSA	752,660	10
Modesto MSA	549,815	11
Santa Rosa MSA	499,942	12
Visalia-Porterville MSA	465,861	13
Vallejo-Fairfield MSA	446,610	14
Santa Maria-Santa Barbara MSA	446,527	15
Salinas MSA	435,594	16
San Luis Obispo-Paso Robles-Arroyo Grande MSA	284,010	17
Merced MSA	274,765	18
Santa Cruz-Watsonville MSA	274,255	19
Chico MSA	231,256	20
El Centro MSA	181,827	21
Redding MSA	180,040	22
Yuba City MSA	174,848	23
Madera MSA	157,672	24
Hanford-Corcoran MSA	151,366	25
Napa MSA	139,417	26
Subtotal MSA Population	38,719,608	
Population outside MSAs	837,437	

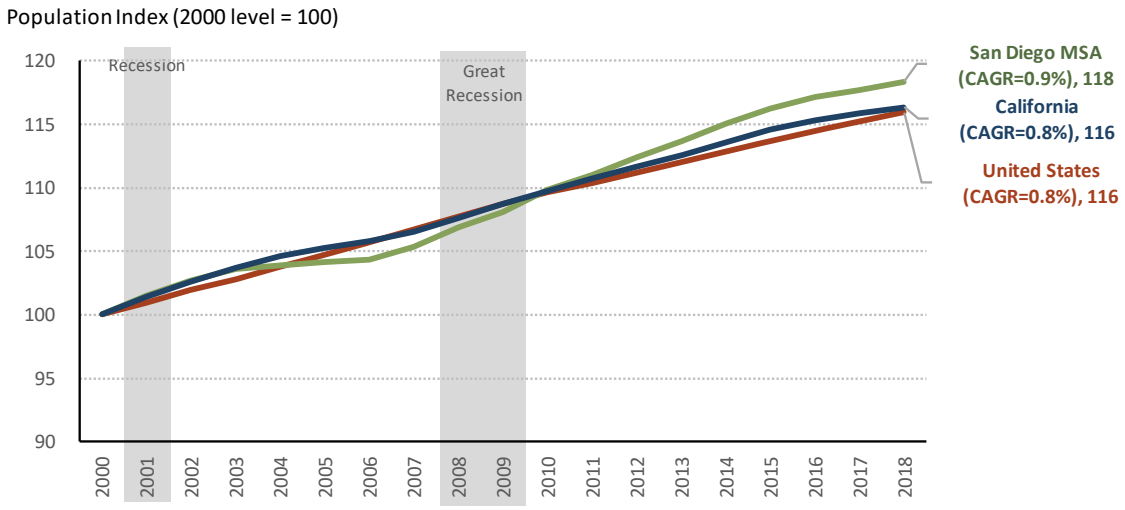
Source: U.S. Census Bureau population estimates.

Figure 2-4: California County Population Map, 2018

Sources: Unison Consulting, Inc., and U.S. Census Bureau 2018 population estimates.

The San Diego MSA population has been growing faster than the California state and U.S. populations. From 2000 to 2018, the San Diego MSA population increased 18 percent (0.9 percent annually), compared with 16 percent (0.8 percent annually) for both California and the United States (Figure 2-5).

Figure 2-5: Population Growth



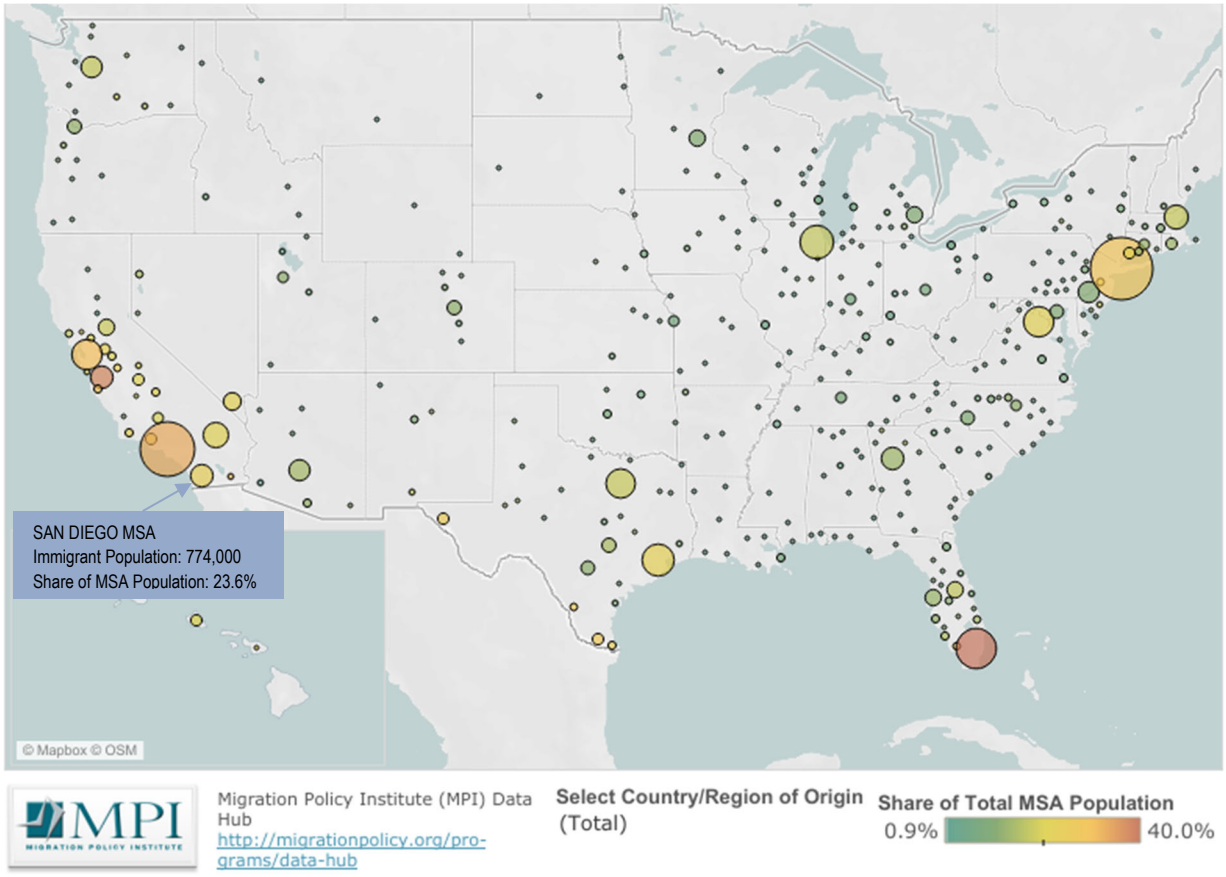
Data labels show the compound annual growth rate (CAGR) and the cumulative growth index.
Source: U.S. Census Bureau mid-year population estimates.

The San Diego MSA has one of the larger concentrations of immigrant population in the country—approximately 774,000, or 23.6 percent of the MSA population (Figure 2-6). Among U.S. metropolitan areas, San Diego ranks 14th in immigrant population share and 12th in immigrant population size. Of the San Diego MSA's immigrant population, immigrants from Mexico account for the largest share of 44 percent and immigrants from Asia account for the second largest share of 38 percent.[6]

The large immigrant population may contribute to the demand for international travel at SAN, but the large presence of Mexican-born individuals does not translate into high demand for airline service to Mexico destinations at SAN, because of San Diego's border location and the accessibility of TIJ. Airline passengers headed for destinations in Mexico represent a very small percentage of total SAN enplanements (1.4 percent in FY2018). SAN, however, draws passengers from Mexico for destinations across the United States.

[6] Source: Migration Policy Institute tabulation of data from the U.S. Census Bureau's pooled 2013-2017 American Community Survey. The term "immigrant" (or "foreign born") refers to people residing in the United States who were not U.S. citizens at birth. This population includes naturalized citizens, lawful permanent residents (LPRs), certain legal nonimmigrants (e.g., persons on student or work visas), those admitted under refugee or asylee status, and persons illegally residing in the United States.

Figure 2-6: U.S. Immigrant Population from All Countries by MSA, 2013-2017



The shade of the bubble indicates immigrant population share. The size of the bubble indicates relative immigrant population size.

The San Diego MSA and the Mexican municipalities of Tijuana, Rosarito Beach, and Tecate comprise an international metropolitan region that spans the U.S.-Mexico border. The region is home to approximately 5.18 million people—3.43 million living in the San Diego MSA and 1.84 million living across the border in Tijuana, Rosarito Beach, and Tecate.[7] The region's population is second in size only to the population of the Detroit-Windsor region that spans the U.S.-Canada border. Millions of people pass through the three ports of entry in the region (Otay Mesa, San Ysidro, and Tecate), with nearly 41 million passenger border crossings recorded in 2018 (Table 2-3). The high volume of cross-border traffic reflects the close economic and cultural ties between the San Diego MSA and the adjacent Mexican municipalities and the economic vitality of the international metropolitan region. In March 2017, the mayors of San Diego and Tijuana signed a memorandum of understanding that pledged to strengthen cooperation between the two cities.

[7] Based on data from the U.S. Census Bureau and Instituto Nacional de Estadistica y Geografia (INEGI).

Table 2-3: 2018 Passenger Border Crossing/Entry Data

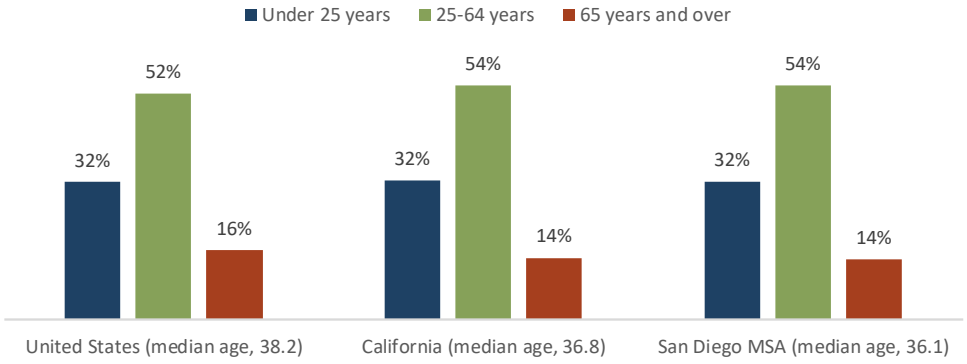
Passenger Type by Ground Travel Mode	Port of Entry			Total
	Otay Mesa	San Ysidro	Tecate	
Bus passengers	42,389	53,634		**96,023**
Pedestrians	29,533	32,058		**61,591**
Personal vehicle passengers	13,318,027	25,182,134	2,130,145	**40,630,306**
Train passengers	408			**408**
Total	**13,390,357**	**25,267,826**	**2,130,145**	**40,788,328**

Source: U.S. Bureau of Transportation Statistics Border Crossing/Entry Data.

2.3 Population Age Distribution

Overall the San Diego MSA has a younger population with median age two years younger than the U.S. median age (Figure 2-7). The age distribution of the San Diego MSA population mirrors the age distribution in the entire state of California. Compared to the nation, the San Diego MSA has a smaller proportion in retirement age (65 and older) and therefore has a lower old-age dependency ratio (20.4) than the nation (24.0). This indicator is the ratio of the number of persons aged 65 and over to the number of persons aged between 15 and 64, multiplied by 100. Having a lower old-age dependency ratio means the San Diego MSA has a greater proportion of residents of working age who can support the dependent population—an advantage that helps the San Diego MSA economy grow faster than the national economy.

Figure 2-7: Population Age Distribution, 2018



Source: U.S. Bureau of the Census, Population Estimates.

2.4 Educational Attainment

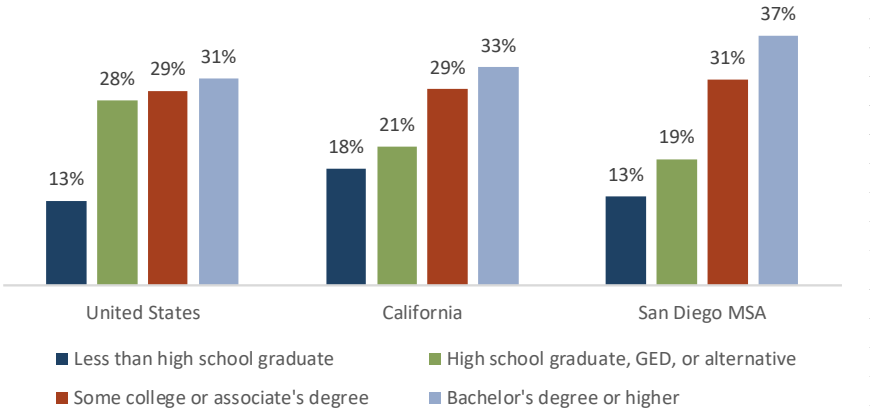
A well-educated work force is important for economic diversification and long-term growth. Well-educated populations adapt better to changing skill requirements, while driving innovation and productivity.[8] One study shows that areas with higher education attainment have higher

[8] Enrico Moretti, *The New Geography of Jobs*, Houghton Mifflin Harcourt, 2012.

productivity.[9] Areas with higher educational attainment also tend to have higher incomes and greater employment levels.[10] They attract fast-growing knowledge-based industries that bring high-income jobs—in turn, attracting highly educated workers.

Relative to the nation and the state, the San Diego MSA has a considerably higher share of college and graduate degree holders among residents 25 and older (Figure 2-8). Companies in knowledge-based industries prefer to locate in areas with a large pool of well-educated young workers, as do start-ups and young firms.[11] The San Diego MSA's higher education attainment levels likely exceed the state and nation because of the many technology and life sciences companies that attract highly educated and young workers to the area.

Figure 2-8: Educational Attainment of Population 25 Years and Older, 2013-2017



Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates.

[9] J.R. Abel and T.M. Gabe, "Human capital and economic activity in urban America," *Regional Studies* 45(8), 2011, page 1079-1090.
[10] L. Wolf-Powers, *Predictors of Employment Growth and Unemployment in US Central Cities*, W.E. Upjohn Institute, 2013, <http://research.upjohn.org/up_workingpapers/199/>.
[11] Joe Cortright, "The Young and the Restless and the Nation's Cities," *CityReport*, October 2014, <http://cityobservatory.org/wp-content/uploads/2014/10/YNR-Report-Final.pdf>.

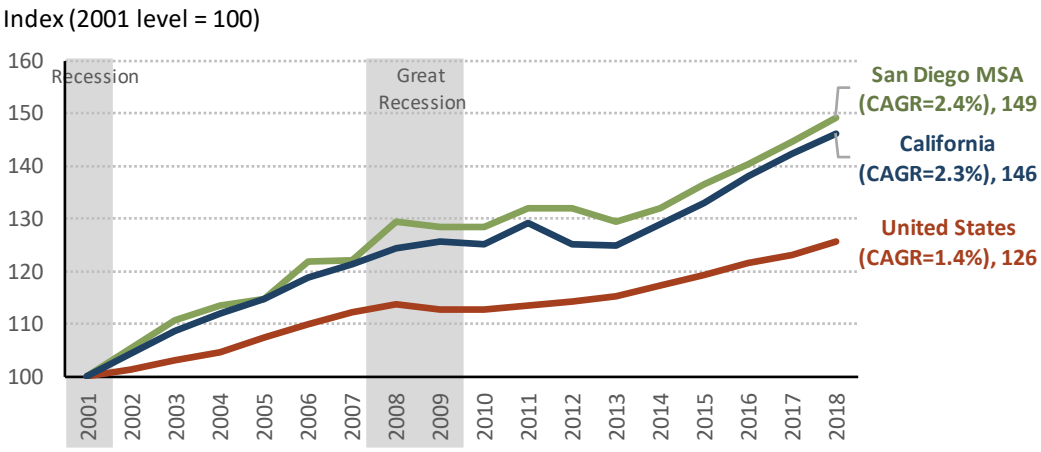
2.5 Labor Market

Trends in the labor market reflect business conditions and overall economic well-being—factors that influence the demand for air travel. Employment growth reflects the pace of economic growth. Employment typically decreases during an economic recession and increases during recovery and expansion. Employment needs to grow to raise living standards, boost consumer confidence, and increase consumer spending.

Figure 2-9 to Figure 2-13 show trends in several key labor market indicators—number of business establishments, employment in all business establishments, civilian labor force, employed civilian labor force, and unemployment rate. All of these indicators show above-average growth in the MSA and in California since 2001.

Job creation begins with business development, which has progressed more rapidly in the San Diego MSA and California than in the entire nation (Figure 2-9). From 2001 to 2018, the number of business establishments in the San Diego MSA increased 49 percent, above California's 46 percent increase and well ahead of the United States' 26 percent increase. The trends show that economic recessions can only slow business development in the short run.

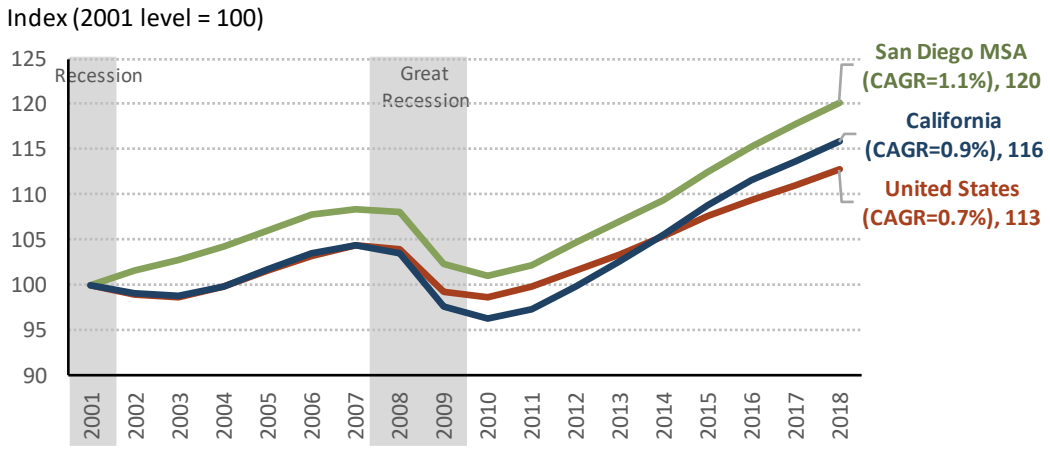
Figure 2-9: Growth in Number of Business Establishments



Data labels show the compound annual growth rate (CAGR) and the cumulative growth index.
Source: U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages.

Figure 2-10 shows the trends in the number of jobs, which grew at a slower rate than the number of business establishments. Jobs are vulnerable to economic downturns; they decreased following the two recessions since 2001 and took a long time to recover after the Great Recession. The San Diego MSA, however, outperformed both the state and the nation in job growth, posting an overall increase of 20 percent from 2001 to 2018, compared to California's 16 percent and the United States' 13 percent.

Figure 2-10: Growth in Number of Employees in All Business Establishments

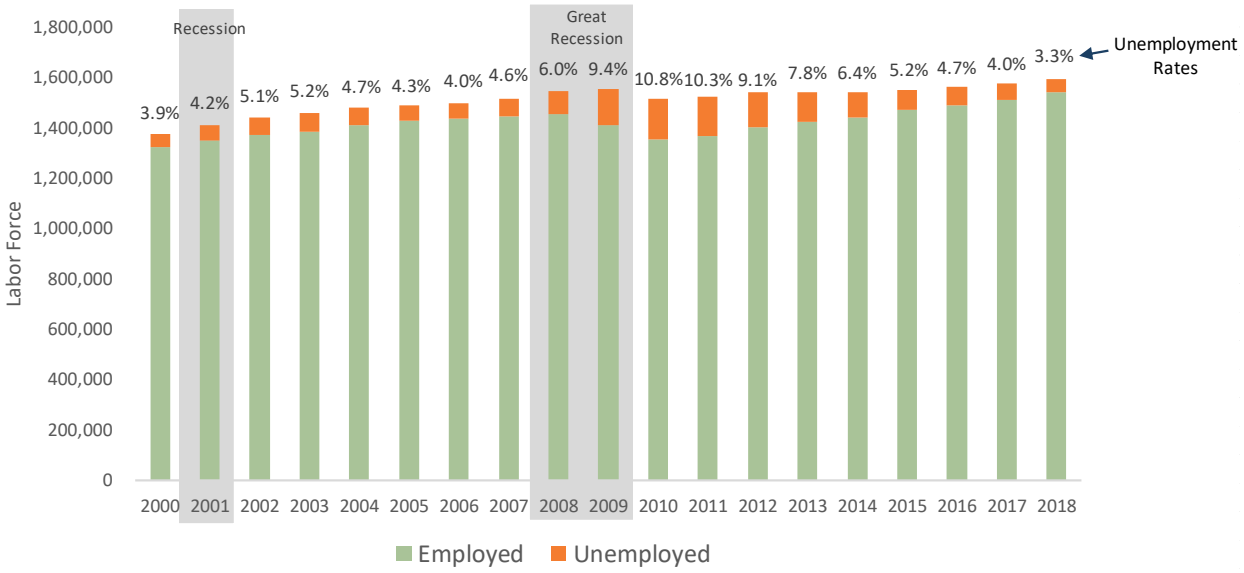


Data labels show the compound annual growth rate (CAGR) and the cumulative growth index.
Source: U.S. Bureau of Labor Statistics, Quarterly Census of Employment and Wages.

Civilian labor force data complete the picture on the labor market conditions in the San Diego MSA by tracking residents of working age (16 years and older), who are either employed, or unemployed but actively seeking employment (Figure 2-11). The data count all types of civilian employment, including agricultural, non-agricultural, and self-employment. They allow measurement of the unemployment rate, which is the proportion of the unemployed in the labor force.

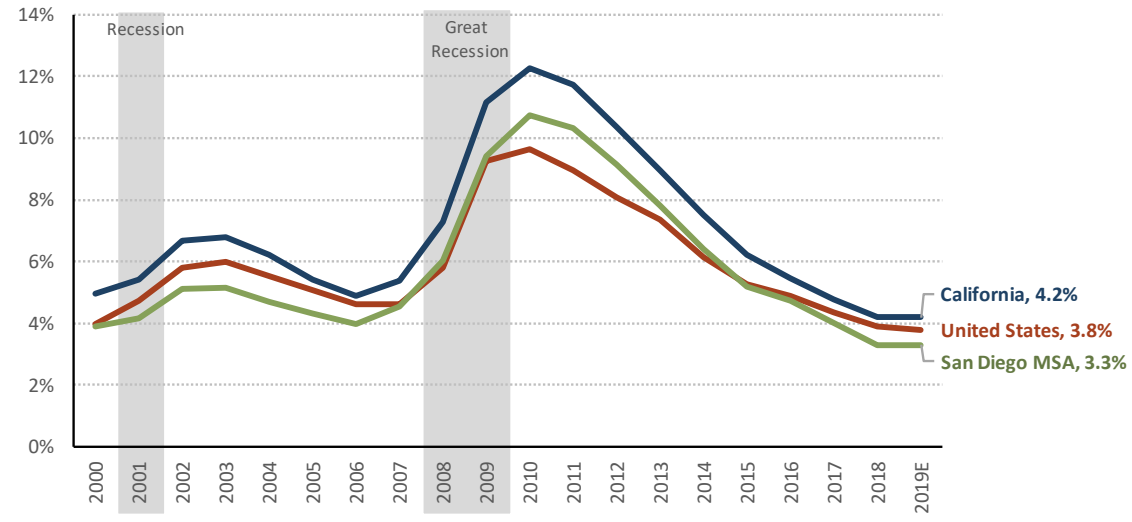
People follow jobs, which have increased faster in the San Diego MSA than in most other places in the nation. From 2000 to 2018, the San Diego MSA's labor force expanded 15.6 percent, and those employed increased 16.4 percent. The unemployment rate, which rose to 10.8 percent in 2010 following the Great Recession, has fallen to an average of 3.3 percent in 2018 and less than 3 percent in 2019—lower than the 4.5 to 5.5 percent range considered by the Federal Reserve to be the natural rate of unemployment when the economy is thriving and the labor market is in equilibrium. The San Diego MSA's current unemployment rate is among the lowest in California and the nation (Figure 2-12 and Figure 2-13).

Figure 2-11: Civilian Labor Force by Employment Status



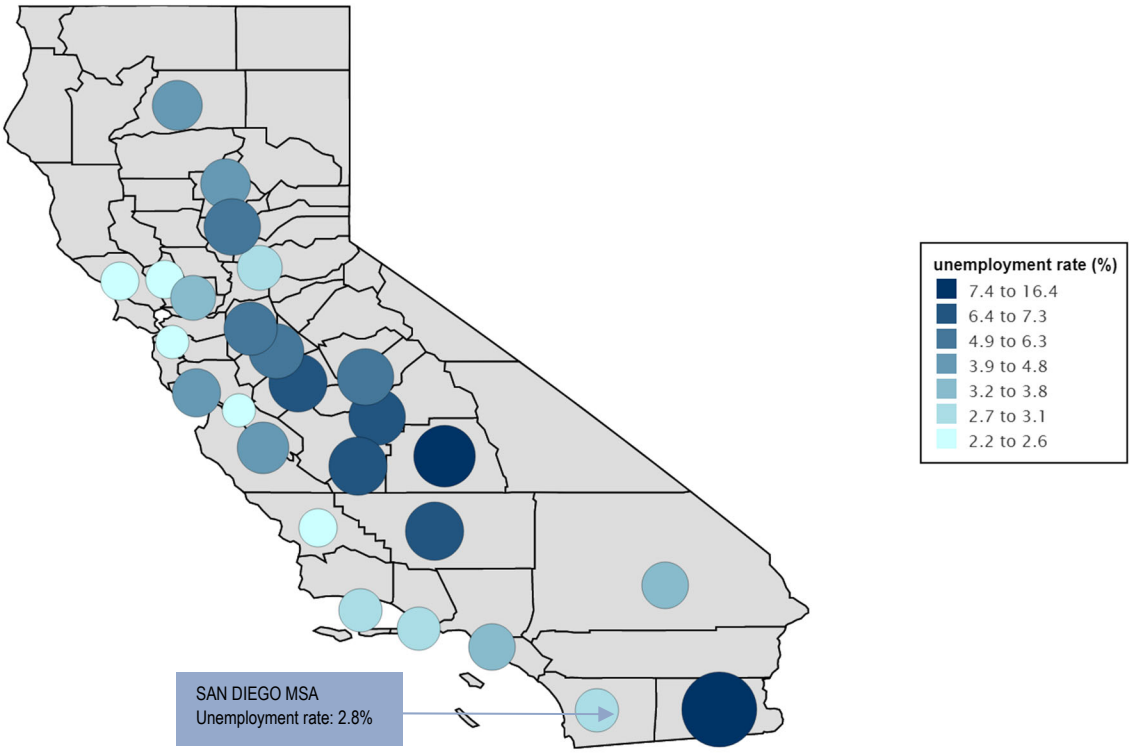
Source: U.S. Bureau of Labor Statistics, Current Population Survey and Local Area Unemployment Statistics.

Figure 2-12: Unemployment Rate



The 2019 estimates are averages based on data through May.
Source: U.S. Bureau of Labor Statistics, Current Population Survey and Local Area Unemployment Statistics.

Figure 2-13: California Metro Area Unemployment Rates, May 2019 (Not Seasonally Adjusted)



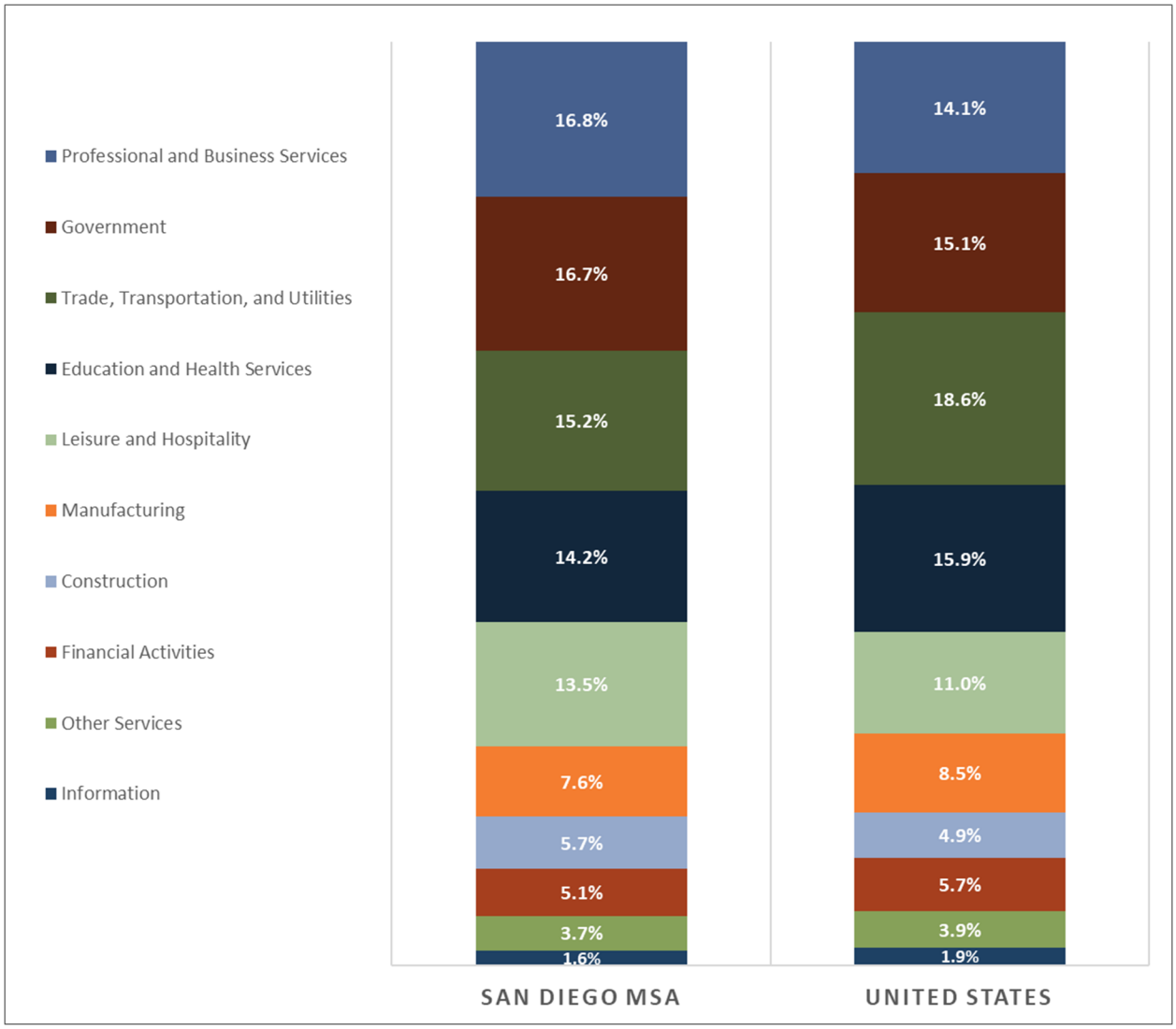
Source: U.S. Bureau of Labor Statistics Local Area Unemployment Statistics Map.

2.6 Employment by Industry

Employment in the San Diego MSA is broadly spread among different industry sectors, mirroring the national distribution (Figure 2-14). Compared to the nation, however, the San Diego MSA has larger employment concentrations in the *professional and business services*, *leisure and hospitality*, *government*, and *construction* industry sectors. As in the entire country, the three largest industry sectors in the San Diego MSA are *professional and business services*, *government*, and *trade, transportation and utilities*. *Government* includes civilian employees of the U.S. Department of Defense but excludes military personnel. There are more than 100,000 active duty military service members in San Diego, split roughly evenly between the Navy and the Marine Corps. San Diego has the largest concentration of military personnel in the country and the world.[12]

[12] "San Diego's Military Community," Thomas Jefferson School of Law, <https://www.tjsl.edu/military/san-diego-community>, accessed on July 12, 2019.

Figure 2-14: Share of the San Diego MSA Employment in 2018 by Industry



Mining and logging is not shown on the chart; it accounts for less than 1 percent in both the San Diego MSA and the United States.
Source: U.S. Bureau of Labor Statistics Current Employment Statistics.

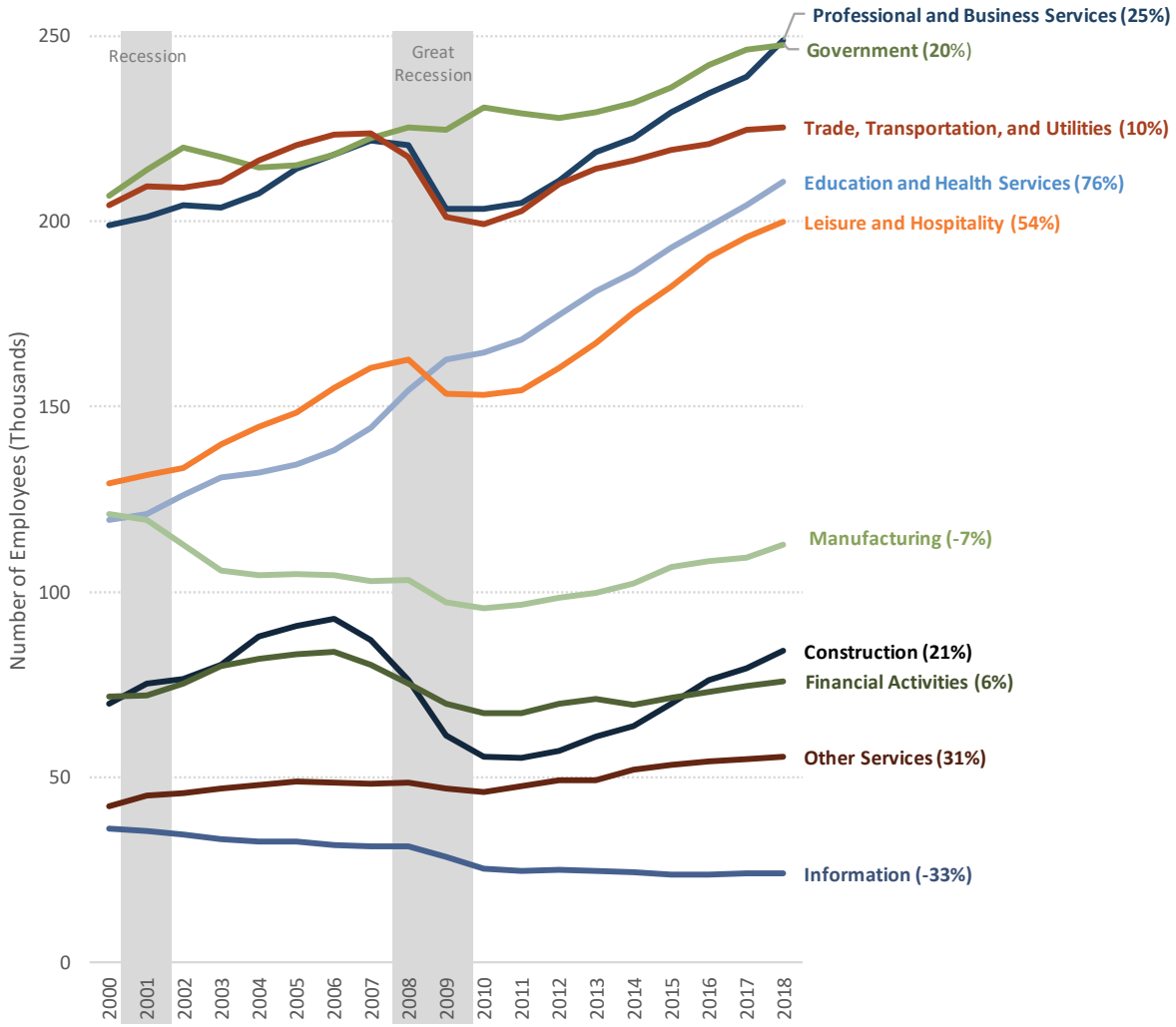
Figure 2-15 shows the growth in employment by industry in the San Diego MSA from 2000 to 2018. The three fastest growing industry sectors were:

- *Education and health services*, which increased employment by 76 percent.
- *Leisure and hospitality*, which increased employment by 54 percent.
- P*rofessional and business service*s, which increased employment by 25 percent.

Over the same period, two industry sectors decreased employment: *information* (-33 percent) and *manufacturing* (-7 percent), as they did nationwide. The decrease in jobs in the *information* industry sector is due largely to decreases in *publishing* industries (except Internet)—particularly

in newspaper companies[13]—and *telecommunications*. The decrease in manufacturing jobs is a trend that began shortly after the North American Free Trade Agreement (NAFTA) of 1994 and has continued with global trade liberalization. Manufacturing facilities have been moving to other countries where labor and other business costs are lower. The San Diego MSA, however, has lost manufacturing jobs at less than a quarter of the rate of manufacturing job losses nationally.

Figure 2-15: Employment Growth by Industry

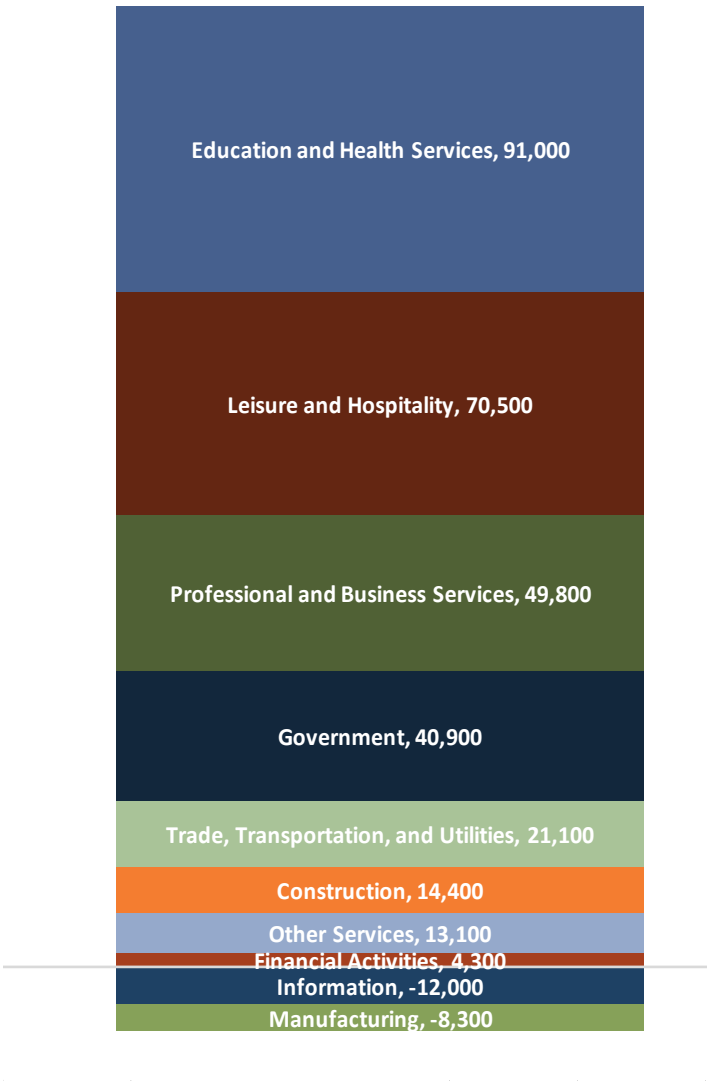


The overall change in employment from 2000 to 2018 is shown in parentheses in the data labels. *Mining and logging* is not shown on the chart. It accounts for less than 1 percent in both the San Diego MSA and the United States, and employment in this sector has changed little over the years.
Source: U.S. Bureau of Labor Statistics Current Employment Statistics.

[13] Elizabeth Grieco, "U.S. newsroom employment has dropped by a quarter since 2008, with greatest decline at newspapers," *FACTANK, News in the Numbers*, Pew Research Center, July 9, 2019.

In numbers, the *education and health services* and *leisure and hospitality* industry sectors made the largest contributions to the overall employment gain in the San Diego MSA (Figure 2-16).

Figure 2-16: Industry Contribution to Change in the San Diego MSA Employment, 2000-2018



The data labels show the change in employment in each industry sector. *Mining and logging* is not shown on the chart; it accounts for less than 1 percent in both the San Diego MSA and the United States.
Source: U.S. Bureau of Labor Statistics Current Employment Statistics.

2.7 Top Employers and Large Company Headquarters

Table 2-4 lists the top employers in the San Diego MSA. Numerous companies are headquartered in the area; the largest companies, earning more than $1 billion in annual revenues, are listed in Table 2-5.

Table 2-4: Top Employers in the San Diego MSA

Employer	Industry Description	Local Employment
University of California, San Diego	Education and research	34,448
U.S. Naval Base San Diego	Military	34,185
Sharp Health Care	Health care	18,364
County of San Diego	Government	17,413
Scripps Health	Health care	14,941
San Diego Unified School District	Education	13,815
Qualcomm, Inc.	Semiconductor and telecommunications	11,800
City of San Diego	Government	11,462
Kaiser Permanente San Diego	Health care	9,606
UC San Diego Health	Health care	8,932

Source: "Table 14: County of San Diego Principal Employers," *County of San Diego Comprehensive Annual Financial Report*, Fiscal Year 2018.

Table 2-5: Largest Companies Headquartered in the San Diego MSA

Company	Business Description
Qualcomm, Inc.	Semiconductor and telecommunications
Sony Electronics US	Audio and video electronics and information technology
Petco Holdings, Inc.	Specialty pet food retail
Jack in the Box	Fast-food restaurant chain
Sempra Energy	Natural gas utilities holding company
Scripps Health	Health care
General Atomics	Aerospace and defense
WIS International	Retail
Cubic	Information technology
Dyson & Dyson Real Estate Associates	Real estate services
PriceSmart	Retail
Encore Capital Group	Diversified financial services
Illumina	Biotechnology

Source: Zippia, *20 Biggest Companies in San Diego, CA*, accessed online on July 15, 2019.

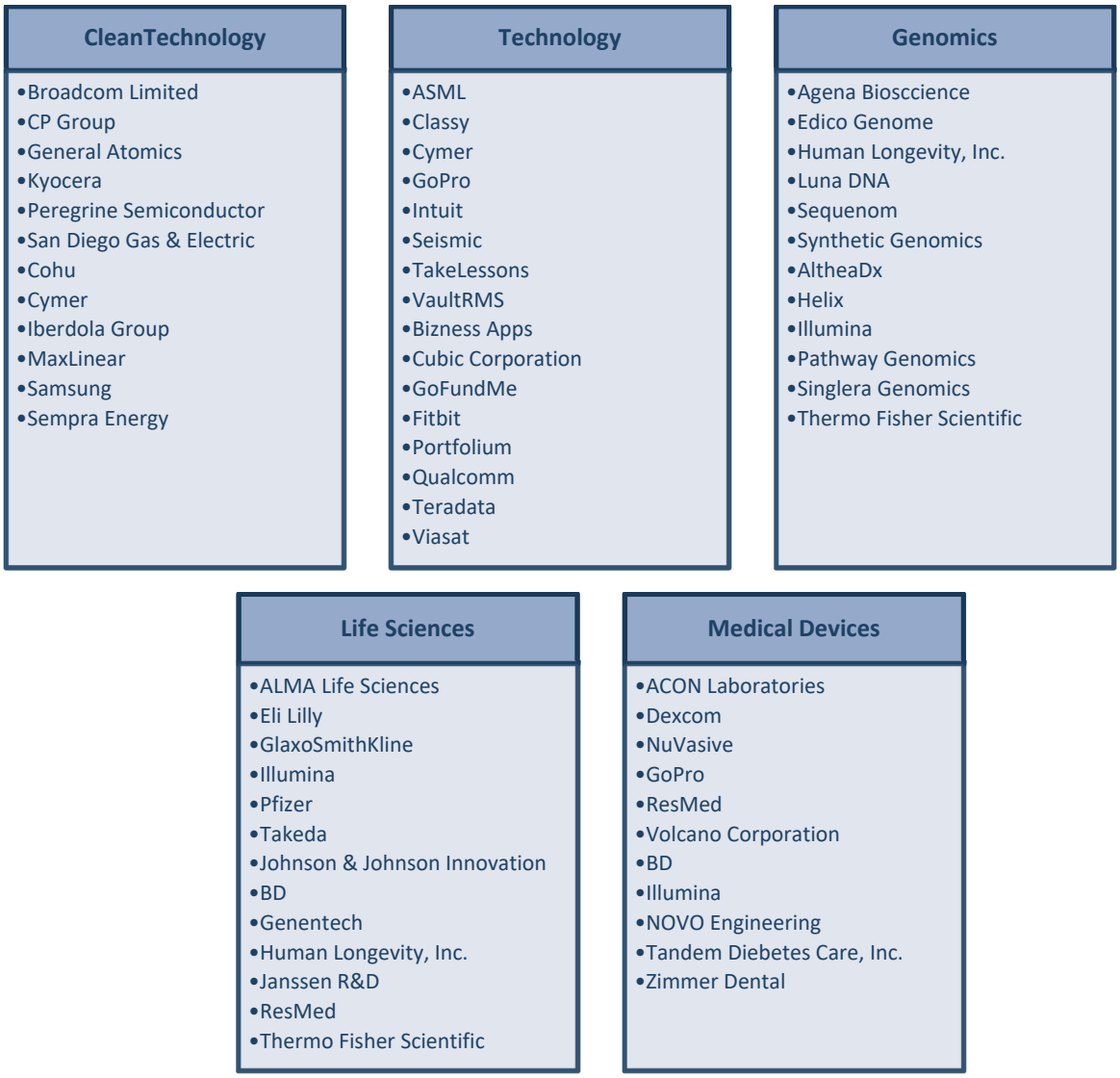
2.8 Economic Drivers

The San Diego Regional Economic Development Corporation identifies five drivers of the San Diego MSA economy: innovation, military, tourism, local commerce, and intellect. These economic drivers have created unique clusters of industries and specialized workforces that continue to attract expansion and relocation of firms in those industries.

2.8.1 Innovation Economy

San Diego is recognized as one of the nation's leading high-tech hubs. Its innovation economy is anchored by established life science, communications, cleantech and software industries. The key companies that make up San Diego's innovation economy are listed in five clusters in Figure 2-17.

Figure 2-17: The San Diego MSA Innovation Economy Industry Clusters and Key Companies

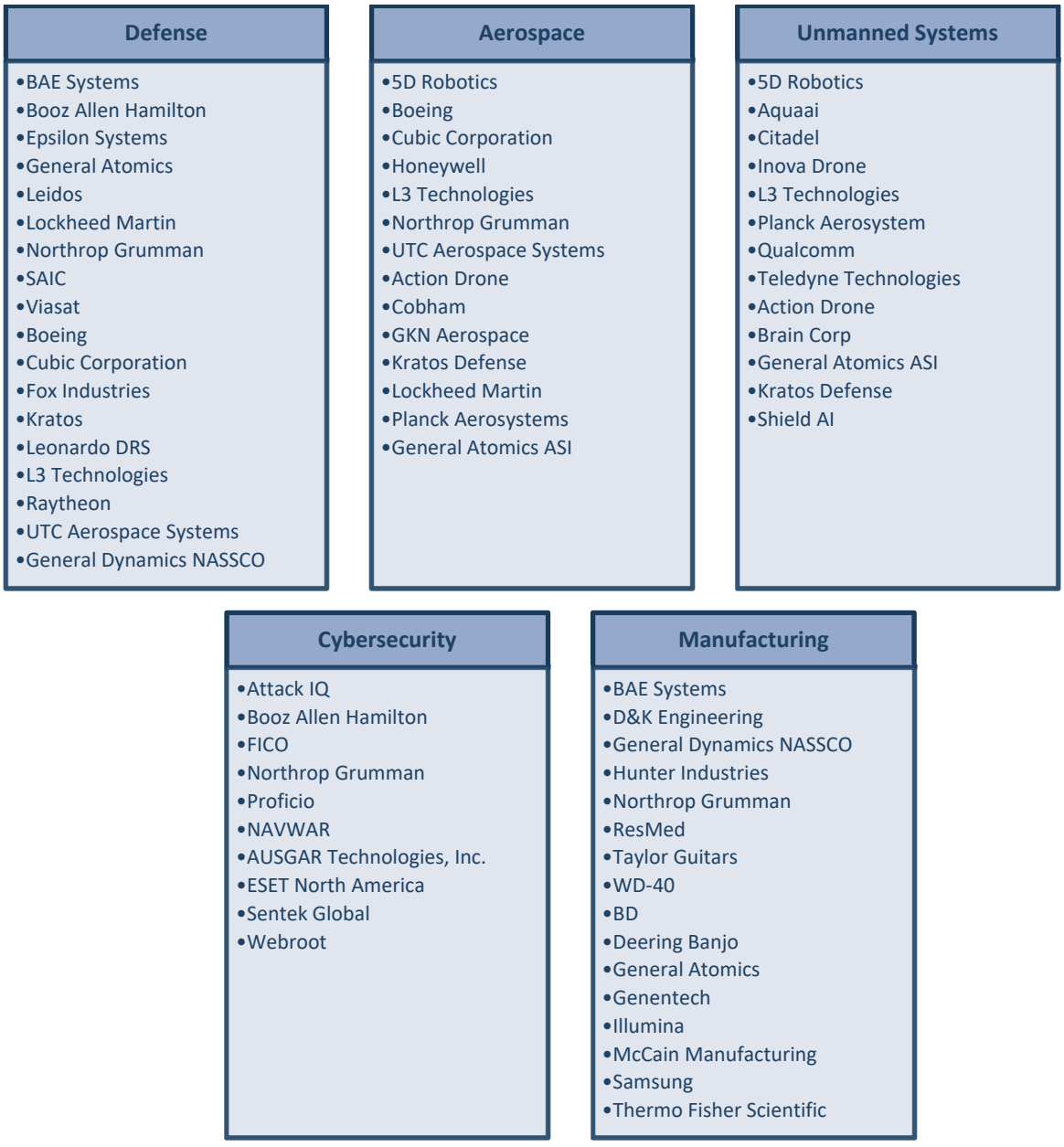


A few companies belong to more than one cluster.
Source: San Diego Regional Economic Development Corporation.

2.8.2 Military Economy

San Diego has the largest concentration of military in the world. It is the homeport of more than 60 percent of ships in the U.S. Pacific Fleet and more than one-third of the combat power of the U.S. Marine Corps. The large military presence has attracted a variety of companies including leaders in aerospace, unmanned vehicles and robotics, cybersecurity, and manufacturing (Figure 2-18).

Figure 2-18: The San Diego MSA Military Economy Industry Clusters and Key Companies



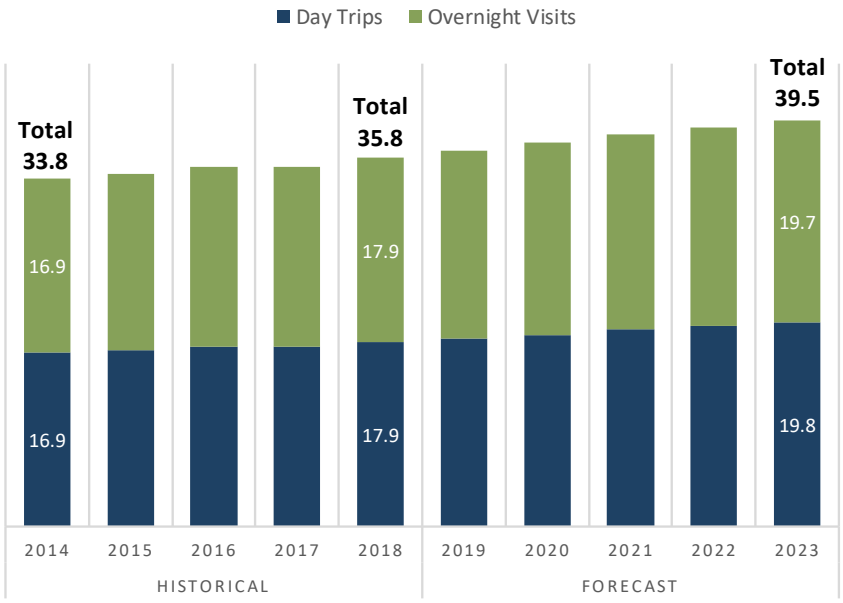
A few companies belong to more than one cluster.
Source: San Diego Regional Economic Development Corporation.

2.8.3 Tourism Economy

Tourism not only drives demand for air transportation, but it also contributes to economic growth. As one of the most important industries in the San Diego MSA, tourism creates demand for goods and services offered by various business establishments, and provides employment to local residents.

San Diego is one of the top 10 visitor and meeting destinations in the United States, drawing more than 30 million visitors annually.[14] As shown in Figure 2-19, the number of visitors to the San Diego MSA, measured in person trips, increased from 33.8 million in 2014 to 35.8 million in 2018, and is forecast to increase to 39.5 million by 2023.

Figure 2-19: Number of Visitors to the San Diego MSA (in Million Person-Trips)

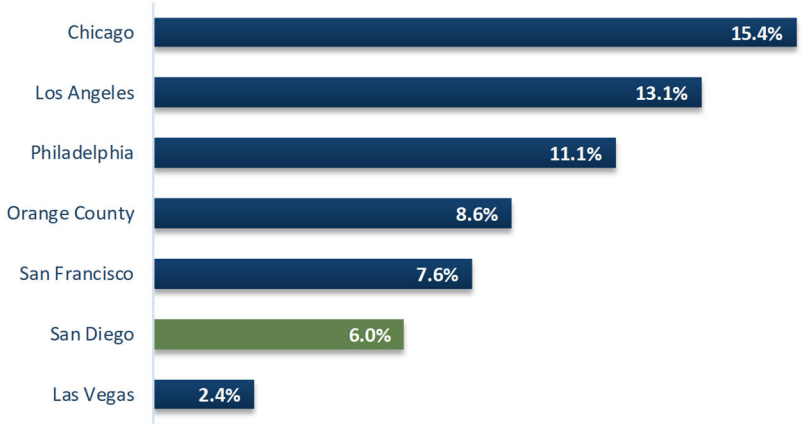


Sources: San Diego Tourism Authority, CIC Research, and Tourism Economics. The 2019-2023 forecasts are from Tourism Economics, *San Diego Travel Forecast*, prepared for San Diego Tourism Authority, December 2018.

[14] "Our Economy" in the San Diego Regional Economic Development Corporation website.

From 2014 to 2018, San Diego visitors increased 6 percent—modest when compared to the growth rates in visitor volume at other top destination cities in the country (Figure 2-20).

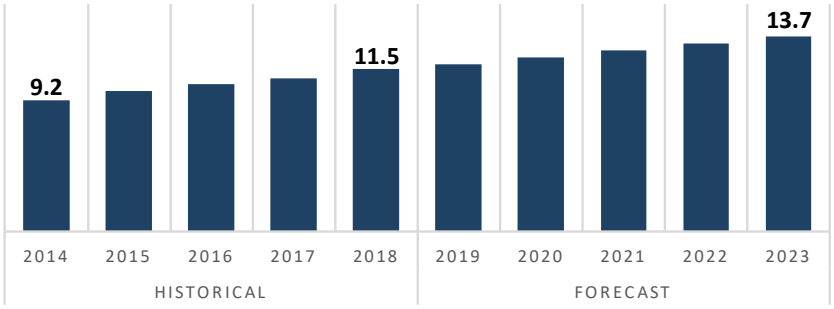
Figure 2-20: Top U.S. Destination Cities - Growth in Visitor Volume from 2014 to 2018



Sources: WorldAtlas, San Diego Tourism Authority, San Francisco Travel Association, Los Angeles Tourism & Convention Board, Las Vegas Convention and Visitors Authority, Orange County Visitors Association, Choose Chicago, and Visit Philadelphia. WorldAtlas' top 10 "Most Visited Cities in the US" also include New York, Atlanta, and Orlando, but data for the comparable period are not available for these three destinations.

Visitor spending generates revenues for local businesses, providing jobs for local residents. Visitor spending in the San Diego MSA increased steadily from $9.2 billion in 2014 to $11.5 billion in 2018. It is forecast to increase to $13.7 billion by 2023 (Figure 2-21).

Figure 2-21: Visitor Spending in the San Diego MSA ($ Billion)



Sources: San Diego Tourism Authority, CIC Research, and Tourism Economics. The 2019-2023 forecasts are from Tourism Economics, *San Diego Travel Forecast*, prepared for San Diego Tourism Authority, December 2018.

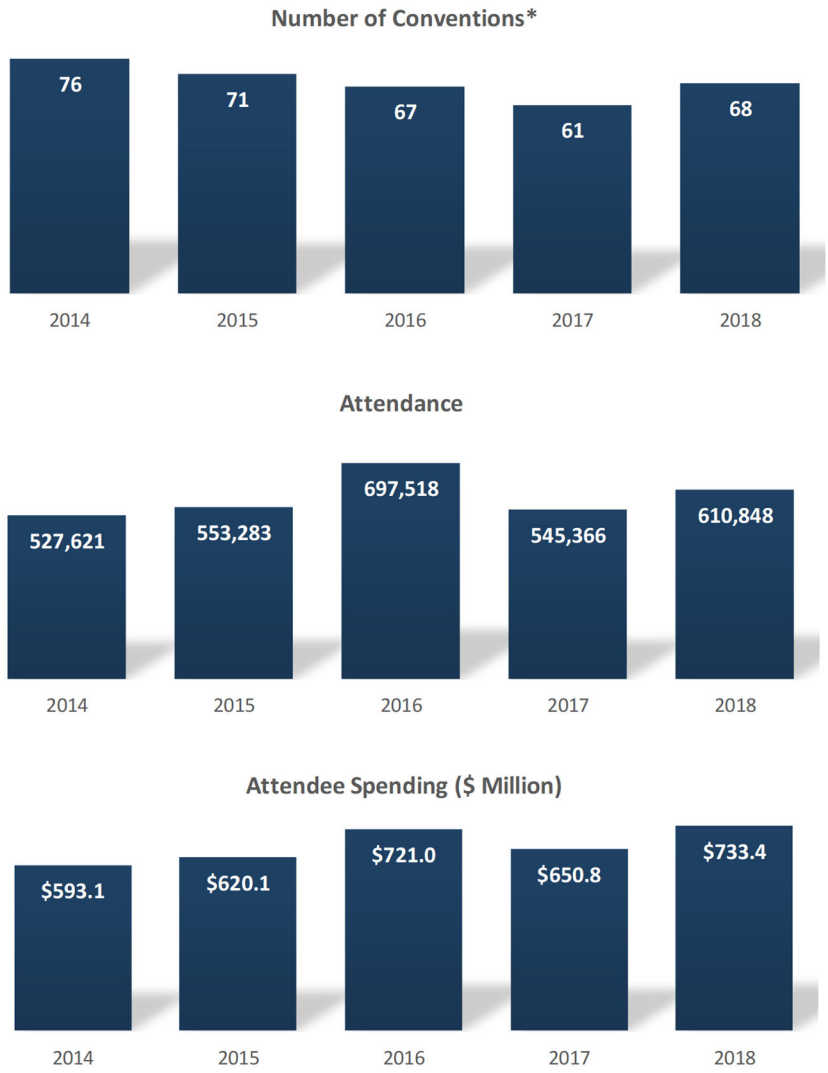
The San Diego MSA offers more than 70 miles of coastline and near-perfect weather—dubbed by the U.S. Weather Bureau as "the closest thing to perfect weather in America." It also offers an array of entertainment options:

- Destination neighborhoods such as La Jolla, Mission Bay, Point Loma Peninsula, Coronado Island, Downtown & Gaslamp Quarter, and Old Town.
- Theme parks such as LEGOLAND California, San Diego Zoo, San Diego Zoo Safari Park, SeaWorld San Diego, SeaWorld's water park Aquatica San Diego, and USS Midway Museum.
- Arts and culture at Balboa Park, known as Smithsonian of the West, with 17 museums and performing arts venue, and San Diego's Nine Arts Districts.
- Sports including watersports, individual sporting activities, and spectator sports with the San Diego Padres at Petco Park.
- Nature parks such as Anza-Borrego Desert State Park located on the eastern edge of San Diego County, Mission Trails Regional Park, Torrey Pines State Natural Reserve Park, Cabrillo National Monument Historic Park, and San Diego's wetlands.
- Las Vegas' style casinos in East County and North County Inland.
- Del Mar Racetrack & Fairgrounds[15].

The San Diego Convention Center is a popular site for major national and international conventions, meetings, concerts, antique and auto shows, and other special events. It is one of the nation's largest convention centers, hosting from 61 to 76 primary conventions each year in the last five years (Figure 2-22). These conventions draw more than 500,000 attendees each year, spending $600-$700 million in the local area each year. Since 1991, the San Diego Convention Center has been home to one of North America's largest pop culture conventions, Comic-Con, which attracts more than 130,000 attendees annually.[16] The San Diego Convention Center already has a very long list of events booked for the next 18 months.[17]

[15] Sources: Official websites of the San Diego Regional Economic Development Corporation, <https://www.sandiegobusiness.org>, and the San Diego Tourism Authority, <https://www.sandiego.org>.
[16] Source: San Diego Tourism Authority, <https://www.sandiego.org>.
[17] Source: San Diego Convention Center 18-Month Calendar.

Figure 2-22: San Diego Convention Center Activity



* Primary conventions only.
Source: San Diego Tourism Authority, *Annual Visitor Industry Summary*, 2018.

2.8.4 Local Economy

San Diego's local economy includes healthcare providers, retailers and restaurants, and sophisticated professional and business service providers catering to the region's technology sectors. San Diego's border location has contributed to the development of a vibrant manufacturing cluster spanning many industries, including defense, aerospace, shipbuilding and repair, medical devices (Figure 2-18), and craft brewing (Figure 2-23). Its pleasant climate and diverse geography have contributed to the development of sports and active lifestyle industries (Figure 2-23).

Figure 2-23: Key Companies: San Diego MSA Craft Beer, Sports and Active Lifestyle Industries

Craft Beer
•Alpine Brewing
•Ballast Point
•Belching Beaver
•Coronado Brewing
•Karl Strauss
•Modern Times
•Mike Hess
•Pizza Port
•Port/The Lost Abbey
•Rough Draft Brewing
•San Diego Brewing Co.
•Stone Brewing
•White Labs

Sports and Active Lifestyle
•Callaway Golf
•GoPro
•Reef
•Nixon
•SKLZ
•VAVi Sport & Social Club
•Cobra Puma
•TaylorMade
•Rusty Surfboards
•Sector 9
•Sticky Bumps

Source: San Diego Regional Economic Development Corporation.

2.8.5 Knowledge Economy

The San Diego MSA has seven institutions for higher education with combined enrollment of approximately 171,000 annually[18] and more than 80 research institutes conducting groundbreaking research and workforce development programs. Figure 2-24 lists San Diego's key higher education and research institutions. These academic and research institutions provide a workforce and technology infrastructure that boosts the region's global competitiveness for investment and jobs. Visual Capitalist named the City of San Diego among the 30 global cities best positioned for long-term success for its ability to attract top-tier talent and foster future innovation.[19]

Figure 2-24: San Diego MSA Key Higher Education and Research Institutions

Higher Education	Research Institutes
•University of California San Diego •San Diego State University •University of San Diego •Cal State San Marcos •Point Loma Nazarene University •National University •San Diego Community College District	•The Scripps Research Institute •Salk Institute for Biological Studies •Sanford-Burnham Medical Research Institute •West Health Institute •J. Craig Venter Institute

Source: San Diego Regional Economic Development Corporation.

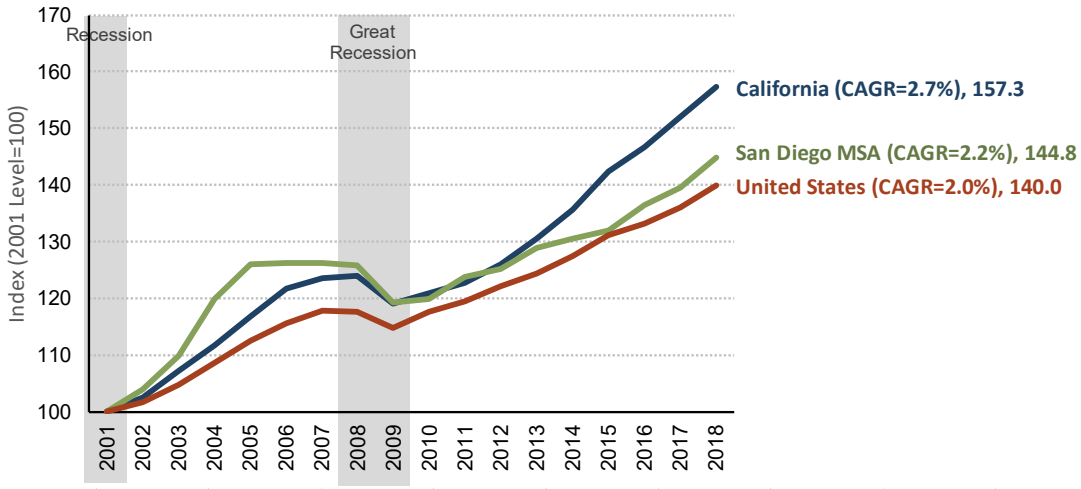
[18] Based on Fall 2017 data for the San Diego Community College District and Fall 2018 data for the other five universities.
[19] Visual Capitalist, *30 Cities Best Positioned for Long-Term Success*, July 13, 2018.

2.9 Economic Output

Economic trends drive demand for air travel. The most comprehensive economic indicator is gross domestic product (GDP), which measures the value of all goods and services produced in an area. Growth in inflation-adjusted, real GDP indicates an economic expansion, which increases demand for air travel, while steady decline over two or more quarters indicates an economic recession, which decreases demand for air travel.

As shown in Figure 2-25, the San Diego MSA outperformed the nation in long-term economic growth from 2001 to 2018, but it lagged growth in the California state economy. Measured by real GDP, the San Diego MSA economy grew nearly 45 percent or 2.2 percent annually, compared with the United States' 40 percent or 2 percent annually. Boosted by growth in the technology industry, the California state economy grew 57 percent or 2.7 percent annually.

Figure 2-25: Growth in Real Gross Domestic Product



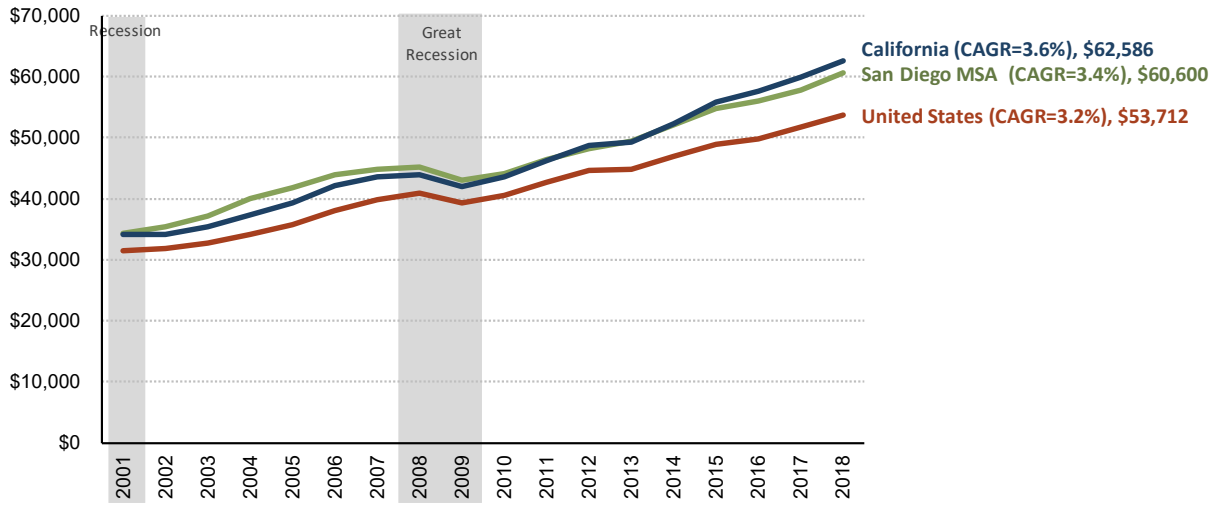
Data labels show the compound annual growth rate (CAGR) and the cumulative growth index.
Sources: U.S. Bureau of Economic Analysis for U.S. and California data for all years and for the San Diego MSA data for 2001-2017, and Moody's Analytics for the estimated growth rate for the San Diego MSA in 2018.

2.10 Personal Income and Cost of Living

Personal income measures the income people receive from all sources—employment, proprietorship, government transfers, rental properties, and other assets. It gives consumers the ability to spend and build wealth. Growth in personal income boosts demand for air travel. Similarly, a decrease in personal income decreases demand for air travel. A component of GDP, personal income tracks business cycles: increasing during economic expansions and decreasing during economic recessions.

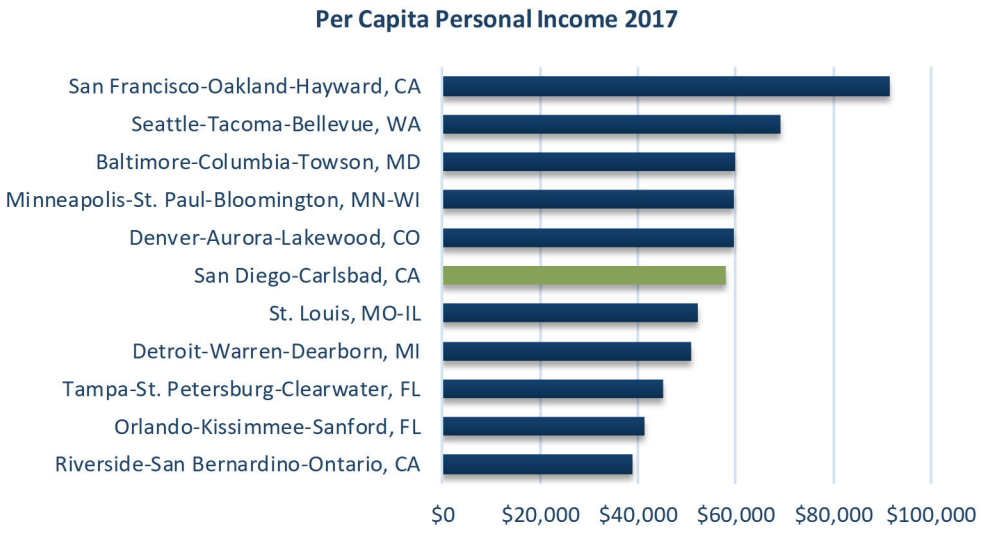
As shown in Figure 2-26, the San Diego MSA has a higher per capita personal income than the United States. The San Diego MSA also outpaced the nation in per capita income growth from 2001 to 2018. Compared to other metropolitan areas that have similar population sizes, San Diego's per capita personal income falls in the middle of the range (Figure 2-27); however, San Diego's cost of living, measured by the Regional Price Parity (RPP) is the second highest (Figure 2-28). RPP measures price differences across metropolitan areas relative to the national level (U.S. RPP=100).

Figure 2-26: Per Capita Personal Income (Current Dollars)



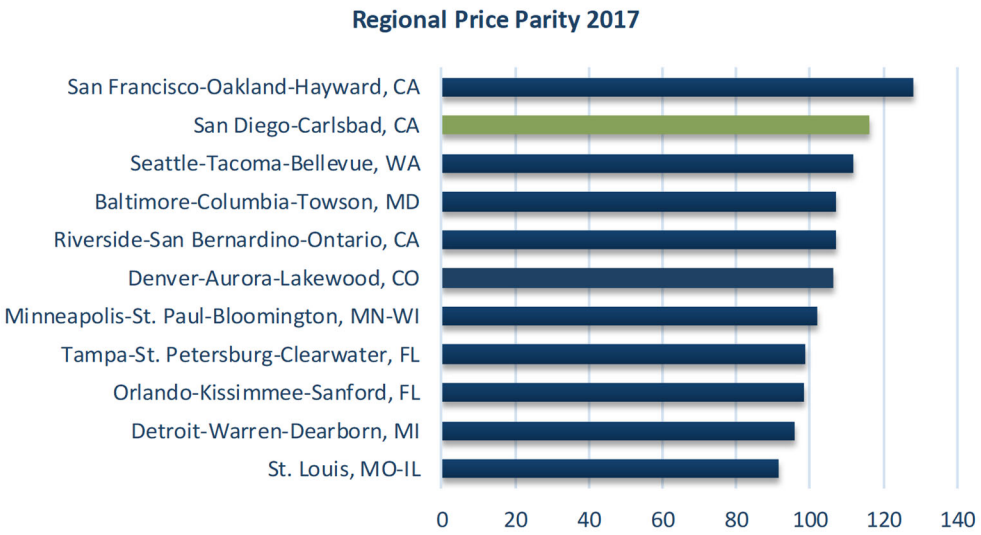
Data labels show the compound annual growth rate (CAGR) from 2001 to 2017, and the per capita personal income level in 2017.
Sources: U.S. Bureau of Economic Analysis for U.S. and California data for all years and for the San Diego MSA data for 2001-2017, and Moody's Analytics for the estimated growth rate for the San Diego MSA in 2018.

Figure 2-27: Per Capita Personal Income, San Diego MSA and MSAs Closest in Population



Source: U.S. Bureau of Economic Analysis.

Figure 2-28: Cost of Living in San Diego MSA and MSAs Closest in Population

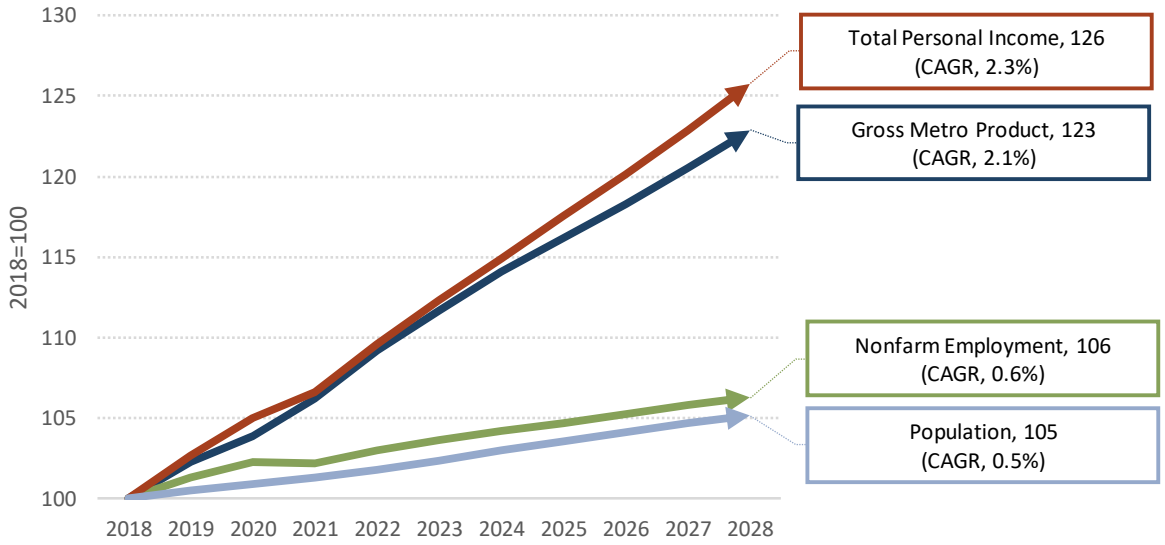


Source: U.S. Bureau of Economic Analysis.

2.11 Outlook for the San Diego MSA Economy

Since 2001, the San Diego MSA has outpaced the nation in overall growth in all key socioeconomic indicators. San Diego is poised for continued prosperity, although the pace of economic growth is bound to slow at the next turn of the business cycle. Figure 2-29 shows the latest economic forecasts for the San Diego MSA from Moody's Analytics, an independent economic research firm. Over the 10-year forecast period, economic output is forecast to grow 23 percent (2.1 percent annually); personal income, 26 percent (2.3 percent annually); nonfarm employment, 6 percent (0.6 percent annually); and population, 5 percent (0.5 percent annually). As shown in Figure 2-30, the San Diego MSA would continue to outpace the nation in nonfarm employment and population growth, and keep pace with the nation in economic output and personal income growth market. According to the Los Angeles Economic Development Corporation (LAEDC) economic forecast for the San Diego MSA, expansion in biotech and healthcare industries will continue to drive growth in employment and income.[20]

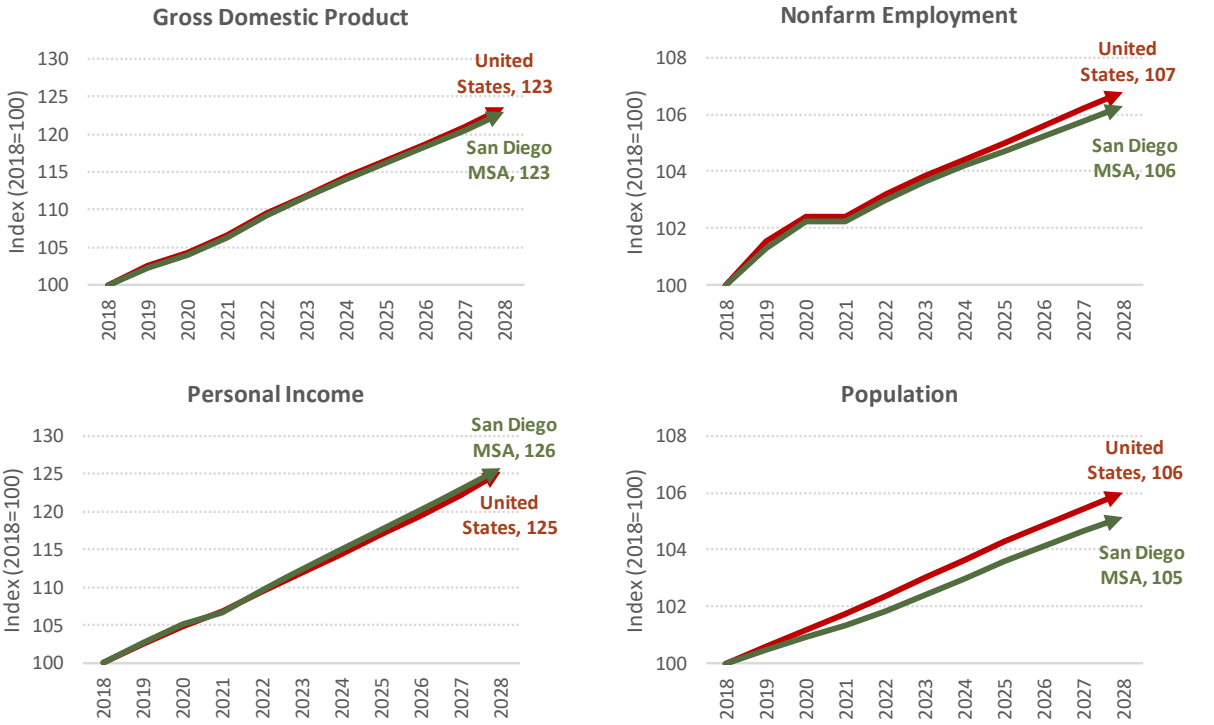
Figure 2-29: Forecast Growth in Key Socioeconomic Indicators for the San Diego MSA



Source: Moody's Analytics, July 2019.

[20] *2019 LAEDC Economic Forecast & Industry Outlook, The US, California, and Greater Los Angeles Economic Outlook for 2019-2020*, page24.

Figure 2-30: Forecast Growth, Key Socioeconomic Indicators, San Diego MSA and U.S.



Source: Moody's Analytics, July 2019.

Below are examples of recent initiatives and developments that are anticipated to help sustain economic growth in the San Diego MSA:

- In June 2019, San Diego Regional EDC and its Inclusive Growth Steering Committee of 40 employers officially endorsed a regional goal to create 50,000 new quality jobs within small businesses by 2030.[21] In September 2018, the Inclusive Growth Steering Committee endorsed a regional goal to double the number of skilled workers to 20,000 by 2030.[22]
- In December 2018, Apple announced plans to expand in San Diego, expecting to add around 1,200 jobs in San Diego by 2021.[23]

[21] San Diego Regional Economic Development Corporation, "San Diego employers endorse regional goal to create 50,000 new quality jobs within small businesses by 2030," *Press Release*, June 5, 2019.
[22] San Diego Regional Economic Development Corporation, San Diego employers endorse regional goal to double annual production of skilled workers by 2030," *Press Release*, September 6, 2018.
[23] "Apple Raises Planned Hiring at New San Diego Campus to 1,200," *Times of San Diego*, March 6, 2019.

- World Trade Center San Diego continues to help small and medium-sized businesses expand their markets globally through the MetroConnect Program, a comprehensive export assistance program.[24]

- In the past year, San Diego saw either the completion or start of multi-million dollar business facility expansions: Amazon.com Inc. San Diego technology hub,[25] Northrop Grunman's new research and development facility in Rancho Bernardo, Hollister Kitchens food incubator facility in Otay Mesa, and NuVasive headquarters expansion in Sorrento Valley.[26]

- Downtown San Diego continues to see residential and commercial developments.[27]

2.12 Outlook for the U.S. Economy

The national economy is a major driver of the San Diego MSA economy and visitor traffic at SAN. It creates demand for the goods and services produced by the various industries in the San Diego MSA, including tourism and air transportation. While the San Diego MSA economy has been outperforming the national economy, the growth trends in the San Diego MSA economy follow the cyclical changes in the U.S. economy.

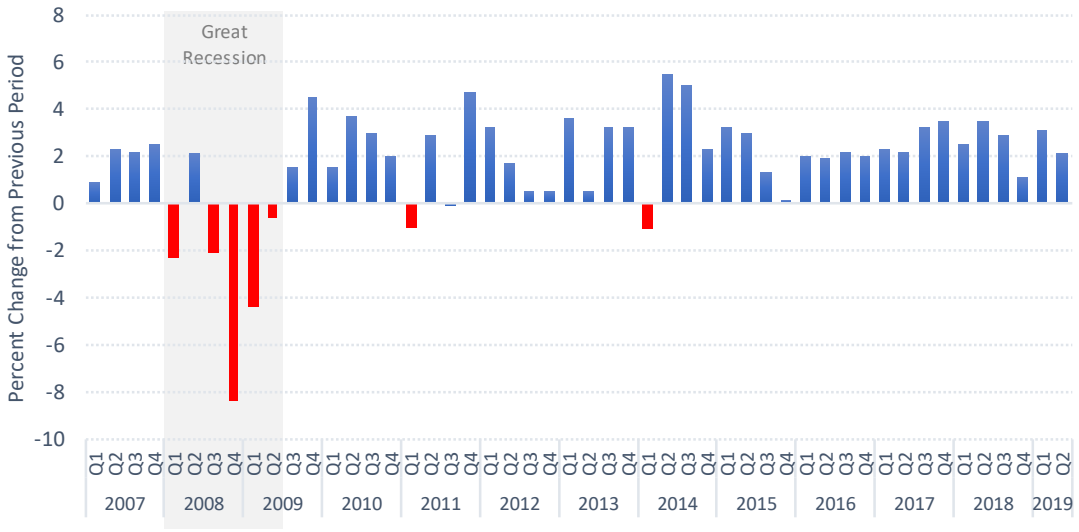
After years of slow and uneven recovery from the Great Recession, the U.S. economy grew briskly in 2018, boosted by a strong labor market, low unemployment, modest inflation, relatively low levels of consumer debt, strong corporate balance sheets, improving corporate profits, and global economic expansion. The pace of economic growth, however, has begun to slow. The 35-day shutdown of the federal government from December 22, 2018, to January 25, 2019, contributed to the economic slowdown in the first quarter of 2019 by reducing production and weakening consumer and business confidence. The stimulus from tax cuts has waned, and persistent uncertainty over the economic and foreign policies of the U.S. administration continues to dampen business investment spending. In particular, U.S. trade protectionist policies have sparked a trade war with China, stoking recession fears and causing turbulence in the financial markets.[28, 29] In various parts of the world, geopolitical tensions are rising, threatening to stall the global economy.[30]

Figure 2-31 shows annualized seasonally adjusted percent changes in quarterly U.S. real GDP from the first quarter of 2007 to the second quarter of 2019. Since the beginning of the current economic

[24] San Diego Regional Economic Development Corporation, "Mayor Faulconer, World Trade Center San Diego unveil 2018 MetroConnect cohort," *Press Release*, September 26, 2018.
[25] Mike Freeman, "Amazon plans to hire 300 workers at new San Diego tech hub," *Los Angeles Times*, September 5, 2018.
[26] The City of San Diego Economic Development Department, *Annual Report*, FY2018.
[27] Ellen Paris, "Downtown San Diego is Booming. Here's Why," *Forbes*, July 19, 2018.
[28] Matt Phillips, "Stock Markets Slide as Bonds Signal Rising Concern About Growth," *The New York Times*, August 14, 2019.
[29] Corrie Driebusch, Britton O'Daly and Paul J. Davies, "U.S. Stocks Drop as Treasurys Flash Warning Signal," *Wall Street Journal*, August 14, 2019.
[30] Neil Irwin, "Global Economic Trouble is Brewing, and the Trade War is Only Part of It," *The New York Times*, August 14, 2019.

expansion in the third quarter of 2009, quarterly real GDP growth has averaged 2.3 percent—lower than the average growth rates in previous economic expansions. In 2019, the U.S. real GDP has so far grown at annualized rates of 3.1 percent in the first quarter and 2.1 percent in the second quarter. The slow growth is likely contributing to the longevity of the current economic expansion, now entering its 41st quarter.

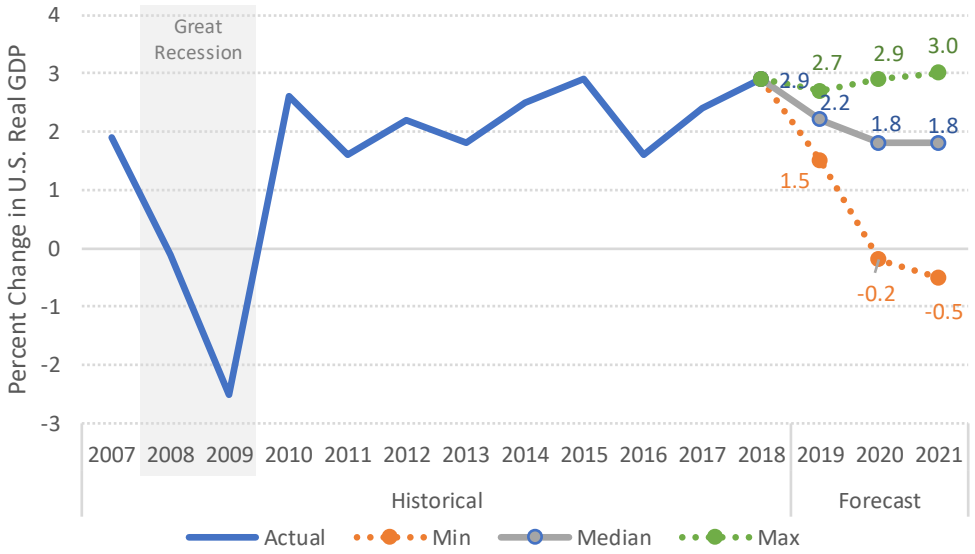
Figure 2-31: U.S Real GDP Percent Change from Previous Period, Q1 2007 - Q2 2019



Source: U.S. Bureau of Economic Analysis.

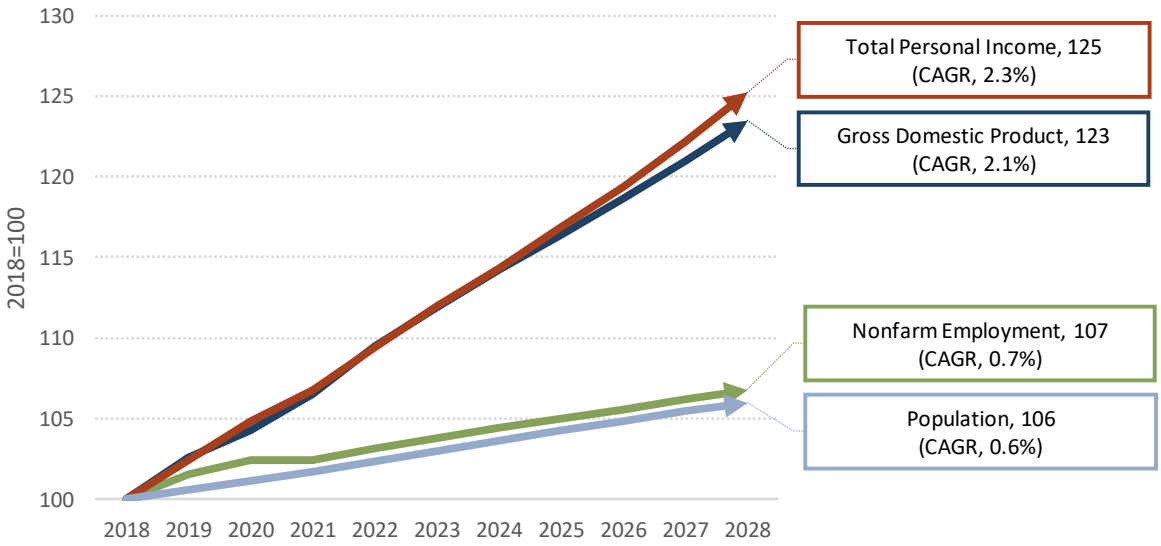
The economic fundamentals remain strong, as hiring continues, and the unemployment rate continues to fall. Consumer spending, which accounts for more than two-thirds of U.S. GDP, continues to grow at a healthy pace, and inflation remains low. In July 2019, the U.S. economy surpassed its 1990s' record 10-year expansion. The current economic expansion is expected to continue at least over the near term. Figure 2-32 shows the range of economic growth forecasts from The Wall Street Journal (WSJ) August 2019 Economic Forecasting Survey of more than 60 economists. The survey provides median predictions for U.S. real GDP growth of 2.2 percent in 2019, 1.8 percent in 2020, and 1.8 percent in 2021. Figure 2-33 shows Moody's Analytics' 10-year forecasts for four key socioeconomic indicators for the United States. Moody's Analytics growth forecasts for U.S. real GDP are above the WSJ survey median for 2019 and 2021 and below the WSJ survey median for 2020. For the 10-year period through 2028, Moody's Analytics forecasts average annual growth rates of 2.1 percent for U.S. real GDP, 2.3 percent for U.S. total personal income, 0.7 percent of U.S. nonfarm employment, and 0.6 percent for U.S. population.

Figure 2-32: U.S. Economic Growth Forecasts, WSJ Economic Forecasting Survey



Sources: Historical data from the U.S. Bureau of Economic Analysis and forecasts from the Wall Street Journal Economic Forecasting Survey, August 2019.

Figure 2-33: Moody's Analytics Forecasts of Key U.S. Socioeconomic Indicators



Source: Moody's Analytics, July 2019.

The recession risk is rising. In the WSJ August 2019 economic forecasting survey, estimates of the probability of the U.S. economy going into a recession over the next 12 months range from 10 to 65 percent with a median probability estimate of 35 percent, a 5 percentage point increase from the median estimate in the previous month's survey and a marked increase from median estimates less

than 20 percent prior to December 2018. In the WSJ June 2019 survey, economists were asked to predict the start of the next recession: 49 percent predicted 2021, 37 percent predicted 2020, only 5 percent predicted 2019, and the remaining 9 percent predicted after 2021. The results of a more recent survey, released in August 2019, by the National Association for Business Economics reflect growing recession fears. While only 2 percent predicted a recession to begin in 2019, 38 percent predicted that it will begin in 2020, greater than the 34 percent who predicted it will begin in 2021.[31] A number of factors pose risks to the U.S. economy, many of them arising from government policy interventions:

- U.S.-China trade war and threat of a currency war
- Overall trade protectionist stance of the current U.S. administration
- Tariff-induced price increases on productive inputs and consumer goods
- Slowing global economy
- Stock market volatility
- Tightening labor market
- Rising U.S. government debt
- Deep partisan divisions that give rise to political uncertainty and gridlock
- U.S. immigration policy issues

2.13 Summary

Demographic and economic trends in the regional economy and the national economy influence passenger traffic trends at SAN. The Airport serves the large and vibrant San Diego MSA, California's fourth largest and the nation's 17th largest MSA by population. The San Diego MSA consists of the County of San Diego, California's second largest county and the nation's fifth largest county by population. San Diego's border location expands SAN's market reach to include 1.84 million people living in the Mexican municipalities of Tijuana, Rosarito Beach, and Tecate. In addition to size, the San Diego MSA population offers the advantages of lower median age and higher educational attainment—attributes that help the San Diego economy grow faster than the national economy.

The main economic indicators point to a vibrant San Diego MSA economy:

- The San Diego MSA enjoys above-U.S. average growth trends in the number of business establishments and jobs, and below-U.S. average unemployment rate.

[31] Associated Press, "34% of Economists in New Survey Expect a U.S. Recession in 2021," *TIME*, August 19, 2019.

- The San Diego MSA has a diversified economy, with employment broadly among different industry sectors. Compared to the nation, however, the San Diego MSA has larger employment concentrations in professional and business services, leisure and hospitality, government, and construction.
- San Diego is recognized as one of the nation's leading high-tech hubs. Its innovation economy is anchored by established life science, communications, cleantech and software industries.
- San Diego has the largest concentration of military in the world. It is the homeport of more than 60 percent of ships in the U.S. Pacific Fleet and more than one-third of the combat power of the U.S. Marine Corps. The large military presence has attracted a variety of companies including leaders in aerospace, unmanned vehicles and robotics, cybersecurity, and manufacturing.
- San Diego is one of the top 10 visitor and meeting destinations in the United States, drawing more than 30 million visitors annually. Tourism is a major economic driver, creating demand for goods and services produced by various local business establishments.
- San Diego's knowledge economy, consisting of six universities and more than 80 research institutes, provide a workforce and technology infrastructure that boost the region's global competitiveness for investment and jobs.
- San Diego outperforms the nation in long-term growth in real GDP and per capita personal income.

San Diego's outlook over the next 10 years is for continued growth, although the pace of growth is bound to slow along with the U.S. economy at the next turn of the business cycle. A major driver of the San Diego MSA economy, the U.S. national economy creates demand for the goods and services produced by the various industries in the San Diego MSA, including tourism and air transportation. The U.S. economy continues to grow, with the current U.S. economic expansion surpassing 10 years in July 2019—a new record for the longest U.S. economic expansion after World War II. While the economic fundamentals continue to be strong and supportive of growth, the U.S. economy faces recession risks arising from domestic as well as global issues. Independent economic forecasts anticipate an economic slowdown, or a recession, in either 2020 or 2021, with recovery beginning in the following year.

Section 3 Air Traffic Analysis and Forecasts

SAN is one of the 30 U.S. commercial service airports classified as a large hub by the FAA, ranked 24th largest out of 545 U.S. commercial service airports based on calendar year (CY) 2018 enplanements. The FAA defines large hubs as commercial airports accounting for at least 1 percent of annual U.S. enplanements.[32] Based on preliminary CY2018 all-cargo landed weight data compiled by the FAA, SAN ranked 44 out of 138 qualifying U.S. airports, including both commercial service and general aviation airports.[33]

This section reviews historical trends in commercial aviation activity at SAN and underlying drivers. It presents a six-year forecast of commercial aviation activity, supported by a discussion of forecast development methodology, assumptions, and factors that may introduce forecast uncertainty and risk. To be consistent with the financial analysis in Section 4, annual data are aggregated based on the Authority's Fiscal Year (FY), which begins on July 1 and ends on June 30 of the following calendar year, except in certain cases where the reference data are available only on calendar year basis.

3.1 Current Scheduled Commercial Air Service

As of August 2019, SAN had scheduled commercial service from 11 U.S. passenger carriers, six foreign flag passenger carriers, and five all-cargo carriers (Table 3-1). In August 2019, the 17 passenger carriers served 61 nonstop domestic destinations with 9,044 scheduled flight departures (an average of 292 per day) and nine nonstop international destinations with 348 scheduled flight departures (an average of 11 per day). These flights offered nearly 1.4 million domestic seats (an average of 43,659 a day) and 57,100 international seats (an average of 1,842 a day).[34] In FY2019, SAN's top five passenger carriers by share of enplanements are: Southwest (38 percent), Alaska (14 percent), United (13 percent), (Delta, 12 percent), and American (12 percent).

The following five all-cargo carriers operate flights from SAN:

- Atlas Air (operating for DHL)
- FedEx Express
- United Parcel Service (UPS)
- Ameriflight (operating for UPS and DHL)

[32] Federal Aviation Administration, "Enplanements at All Commercial Service Airports (by Rank)," *CY2018 Passenger Boarding Data (Preliminary)*, <https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/>, accessed on August 23, 2019.
[33] Federal Aviation Administration, "Qualifying Cargo Airports, Rank Order, and Percent Change from 2017," *CY2018 All-Cargo Airports by Landed Weight (Preliminary*), https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/>, accessed on August 23, 2019.
[34] Based on OAG Schedules Analyzer airline schedules and Airport records.

- WestAir (operating for Federal Express)

Table 3-1: Scheduled Passenger and Cargo Airlines (as of August 2019)

Passenger Carriers			
U.S. Carriers		Foreign Flag Carriers	All-Cargo Carriers
Alaska Airlines[1]	JetBlue Airways	Air Canada[5]	Ameriflight
Allegiant Air	Southwest Airlines	British Airways	Atlas Air
American Airlines[2]	Spirit Airlines	Edelweiss Air	FedEx Express
Delta Air Lines[3]	Sun Country Airlines	Lufthansa German Airlines	United Parcel Service
Frontier Airlines	United Airlines[4]	Japan Airlines	West Air
Hawaiian Airlines		WestJet Airlines	

[1] Operated by Alaska Airlines and Horizon Air, separately certificated airlines owned by Alaska Air Group, Inc., and regional affiliate, SkyWest Airlines.
[2] Operated by American Airlines and regional affiliates, Compass Air and SkyWest Airlines.
[3] Operated by Delta Air Lines and regional affiliates, Compass Air and SkyWest Airlines.
[4] Operated by United Airlines and regional affiliate, SkyWest Airlines.
[5] Operated by affiliates, Air Canada Jazz and Air Canada Jazz Rouge.
Sources: OAG Schedules Analyzer scheduled passenger airline schedules posted on August 19, 2019, and FlightAware Flight Tracker accessed on August 23, 2019.

3.2 Historical Passenger Traffic Trends

FY2016 was a milestone year for SAN: enplanements exceeded 10 million for the first time in the Airport's history. Since then, SAN's enplanements have reached new highs year after year, reaching 12.4 million in FY2019, driven by economic growth in the San Diego MSA and the nation, and by renewed profitability and capacity expansion in the U.S. airline industry.

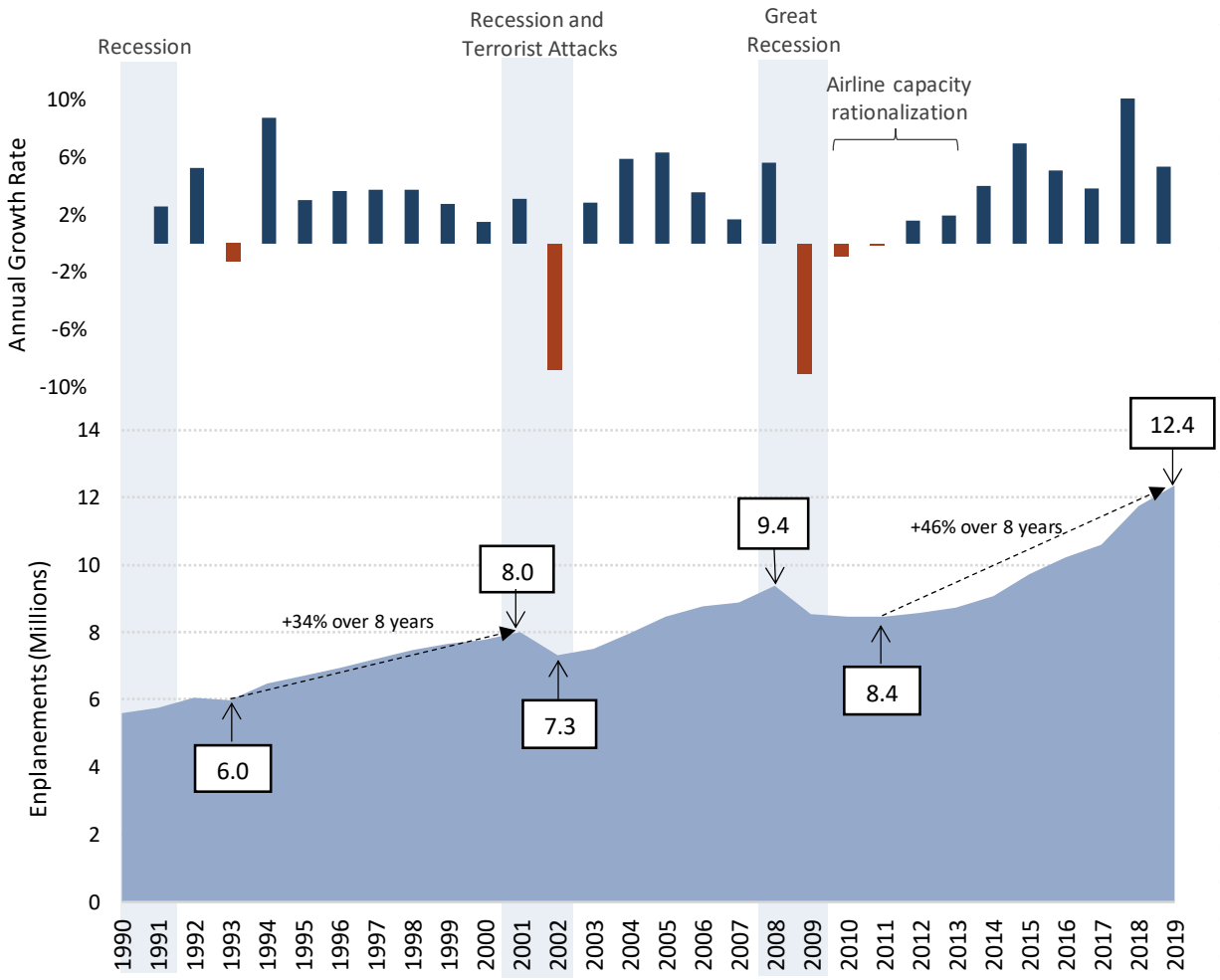
Figure 3-1 shows the trends in SAN's enplanements since FY1990. Over 29 years through FY2019, SAN's enplanements increased more than 120 percent. It is no coincidence that the long-term growth in SAN's enplanements closely tracked the growth in U.S. real GDP of more than 100 percent over the same period. The U.S. economy is a major driver of overall demand for air travel; it is also a major driver of the local economy in the San Diego MSA.

Over the 29-year period, SAN experienced short-term fluctuations in traffic levels that generally coincided with economic downturns. During the 2001 recession, the decrease in SAN's traffic was aggravated by the effects of the September 11, 2001 terrorist attacks. Each turn of the business cycle prompted structural changes in the U.S. airline industry, resulting in changes in airline service offerings and overall supply of flights and seats.

The 1990s began with a national economic recession that lasted from June 1990 to March 1991. The Airport weathered the recession with traffic growth through FY1992 and only a small decrease the following year. Economic expansion ensued through March 2001, the longest in U.S. history, and the Airport's enplanements grew steadily from FY1993 through FY2001, reaching 8 million—an

increase of 2 million, or 34 percent, in eight years. During these eight years, SAN experienced its longest run of steady growth—until today.

Figure 3-1: Historical Enplanement Trends at SAN by Fiscal Year



Source: Authority.

As a result of the 2001 recession and terrorist attacks, SAN's enplanements decreased 9 percent in FY2002 to 7.3 million. After FY2002, SAN again enjoyed steady growth for six straight years, with enplanements reaching 9.4 million, amid significant structural changes in the U.S. air travel market, difficulties faced by the U.S. airline industry, and other compounding events:

- Stringent airport security measures after the 2001 terrorist attacks resulted in longer wait for passenger security screening, prompting some passengers to substitute ground travel for short-haul air travel.

- Jet fuel prices rose to record high levels, reaching their peak level in July 2008, causing airline operating costs to escalate. Jet fuel prices remained at record high levels through 2014.
- Amid record fuel prices, in CYs 2008-2009, the U.S. economy entered the Great Recession, so called because it is the longest and deepest recession since the Great Depression. The Great Recession again weakened demand for both passenger and cargo air services.
- High fuel prices and weak demand for airline services placed great stress on airline finances. The U.S. airline industry, as a whole, incurred significant losses in most years during the 2000s.
- To improve financial results, airlines cut domestic seat capacity to increase load factors, retired fuel-inefficient aircraft, added seats to aircraft, and implemented other cost-cutting measures. They optimized their networks, transferred routes between mainline and regional service, and changed their pricing structures.
- Airlines resorted to bankruptcy filings and mergers, leaving four major airlines controlling 80 percent of the U.S. domestic passenger traffic.
- Bad weather, natural disasters, disease outbreaks, and geopolitical conflicts also hurt the aviation industry in various ways—by disrupting air service, decreasing traffic, and hampering economic recovery.

Weak demand and airline capacity cuts during the Great Recession eventually weighed on SAN. Enplanements decreased sharply in FY2009 and continued to decrease slightly for two more years—an overall decrease of 10.1 percent over three years to 8.4 million in FY2011.

Nationwide traffic was slow to recover, due to an equally slow recovery of the U.S. economy from the Great Recession and the system capacity cuts implemented by U.S. airlines. After FY2011, SAN's passenger traffic began to recover, also at a very slow pace initially. Enplanement growth began to accelerate at SAN in FY2014 and has continued since. Through FY2019, SAN experienced steady growth in enplanements for eight straight years, matching the Airport's long-running traffic growth in the 1990s. Over the past eight years, SAN's enplanements increased 46 percent, greater than the 34 percent increase over the same number of years from FY1993 through FY2001. In FY2019, SAN enplanements reached 12.4 million.

The strong growth in SAN's passenger traffic in recent years reflects a healthy economy, both locally and nationally. It also reflects a healthy U.S. airline industry, which has been enjoying consistent profitability since the turn of the current decade. Today relatively low fuel costs and strong demand for air travel continue to boost airline profits. U.S. airlines have been renewing their fleets and increasing flight and seat offerings—this time more cautiously and strategically, making sure that load factors do not fall and their operations remain profitable.

The industry faced new challenges in 2019. The year began with another federal government shutdown, which began on December 21, 2018, and lasted through January 25—a drag on the U.S.

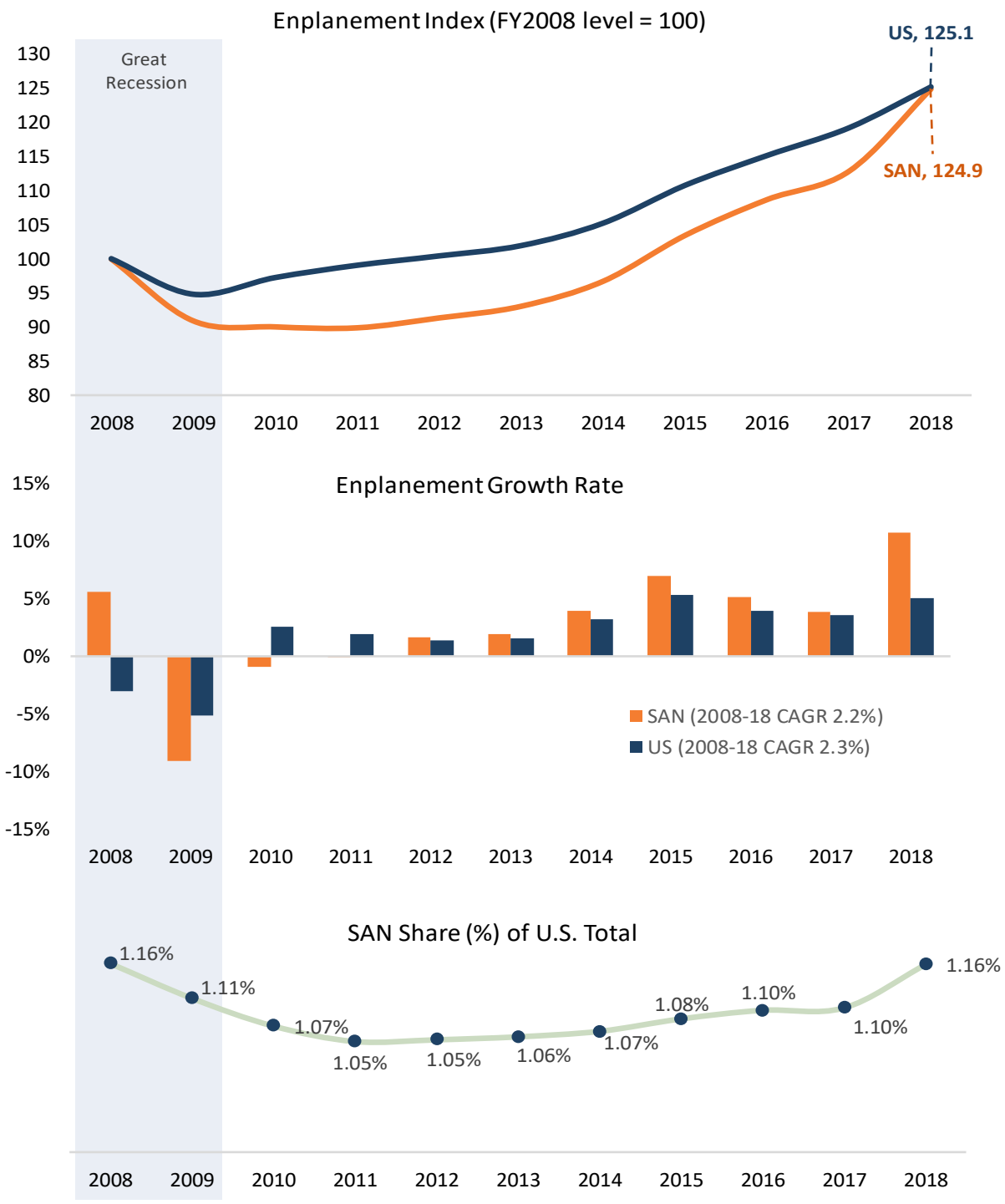
economy and air travel demand. Labor disputes caused disruptions in Southwest Airlines' operations in February and in American Airlines' operations between February and May. Effective March 13, the Boeing 737 MAX aircraft was grounded three days after the crash of an Ethiopian Airlines' Boeing 737 MAX aircraft. The grounding of the Boeing 737 MAX aircraft has forced airlines that operate the aircraft to cut back on scheduled capacity growth for the remainder of the year. Three U.S. airlines have Boeing 737 MAX aircraft in their fleets: Southwest has 34 and had expected delivery of another 44 this year, American has 24, and United has 14. These three airlines accounted for a combined share of 63 percent of enplanements at SAN in FY2019. The Federal Aviation Administration (FAA) has not set a timetable for the re-certification of the Boeing 737 MAX aircraft for operation,[35] but the Boeing Company and the FAA are moving steadily toward the return of the aircraft to service.[36]

3.2.1 Comparison of Enplanement Trends at SAN and the United States

Figure 3-2 and Table 3-2 show the annual enplanement trends for SAN and the entire U.S. system from FY2008 through FY2018. During the Great Recession, SAN suffered decreases in enplanements along with other U.S. airports. Following the end of the Great Recession, traffic recovery at SAN initially lagged U.S. traffic recovery system-wide. Enplanement growth at SAN began to accelerate in FY2012 and has since exceeded U.S. growth rates in every year. Over the entire period from FY2008 to FY2018, SAN's cumulative enplanement growth at 24.9 percent (2.2 percent annually) was nearly as fast as the national growth at 25.1 percent (2.3 percent annually). SAN's annual share of U.S. system enplanements returned to 1.16 percent in FY2018, comparable to its level in FY2008.

[35] Andy Pasztor, Alison Sider and Andrew Tangel, "Boeing 737 MAX Grounding Could Stretch Into 2020," *Wall Street Journal*, July 14, 2019.
[36] Dominic Gates, "Boeing and FAA Give More Signs of Preparations for a 737 Max Return to Flight," *The Seattle Times*, August 23, 2019.

Figure 3-2: SAN and U.S. Total Enplanement Growth by Fiscal Year



CAGR - Compound annual growth rate.
Sources: The Authority and U.S. Bureau of Transportation Statistics. Complete FY2019 data for the U.S. are not yet available as of the report date.

Table 3-2: SAN and U.S. System Enplanements (Thousands)

	SAN Enplanements		Total U.S. Enplanements		SAN Share of
Fiscal Year	Number	% Change	Number	% Change	Total U.S.
2008	9,389		809,822		1.16%
2009	8,536	-9.1%	767,817	-5.2%	1.11%
2010	8,454	-1.0%	787,478	2.6%	1.07%
2011	8,441	-0.2%	802,135	1.9%	1.05%
2012	8,576	1.6%	813,123	1.4%	1.05%
2013	8,738	1.9%	825,322	1.5%	1.06%
2014	9,082	3.9%	851,850	3.2%	1.07%
2015	9,713	6.9%	896,632	5.3%	1.08%
2016	10,206	5.1%	931,989	3.9%	1.10%
2017	10,596	3.8%	964,765	3.5%	1.10%
2018	11,729	10.7%	1,013,141	5.0%	1.16%
	Compound Annual Growth Rate				Avg. Share
2008-2018		2.2%		2.3%	1.09%

Sources: The Authority and U.S. Bureau of Transportation Statistics. Complete FY2019 data for the U.S. are not yet available as of the report date.

3.2.2 International Traffic

Although SAN primarily serves domestic traffic, the share of international traffic at the Airport has grown over the last decade, from just under 1 percent in FY2008 to 4.2 percent in FY2019 (Table 3-3). The expansion of international air service began after FY2009, when Air Canada and WestJet increased nonstop service to Canada to 14 flights per week. British Airways began daily nonstop service to London in June 2011, and Japan Airlines began nonstop service daily to Tokyo in December 2012. International service to Europe is continuing to expand. In the summer of 2017, Condor and Edelweiss Air implemented seasonal service to Frankfurt, Germany, and Zürich, Switzerland, respectively. Although Condor's flights ended in October 2017, Lufthansa began nonstop service to Frankfurt in March 2018. Lufthansa currently operates five weekly flights to Frankfurt.

Located 24 miles south of SAN, in Tijuana, Mexico is Tijuana Rodriguez International Airport (TIJ). TIJ began operating in the mid-1950s, replacing an older airport in Tijuana. It primarily serves the Mexican domestic market, with 70 percent of its passengers traveling within Mexico.[37] As discussed in Section 2, CBX opened in December 2015 to make it easier for TIJ passengers to cross the border. Passenger traffic trends at SAN do not show conclusive evidence that the opening of CBX has hurt SAN. The number of passengers flying to Mexico from SAN increased 12 percent from FY2015 to FY2016 (CBX opened in the middle of FY2016), decreased 13 percent in FY2017, and then

[37] Grupo Aeroportuario del Pacifico Traffic Diciember 2018.

increased 24 percent in FY2018. Passengers headed for destinations in Mexico have historically comprised a very small portion of total enplanements at SAN (1.4 percent in FY2018), so that any change in this small market segment will also have a small effect on overall traffic at SAN. In total, SAN enplanements—both domestic and international—have been rising steadily since FY2015.

Table 3-3: SAN Domestic and International Enplanements (Thousands)

	Domestic		International[1]		Total
Fiscal Year	Number	Share	Number	Share	Enplanements
2008	9,302	99.1%	87	0.9%	9,389
2009	8,479	99.3%	57	0.7%	8,536
2010	8,339	98.6%	115	1.4%	8,454
2011	8,316	98.5%	125	1.5%	8,441
2012	8,324	97.1%	252	2.9%	8,576
2013	8,461	96.8%	277	3.2%	8,738
2014	8,746	96.3%	337	3.7%	9,082
2015	9,381	96.6%	332	3.4%	9,713
2016	9,849	96.5%	357	3.5%	10,206
2017	10,195	96.2%	402	3.8%	10,596
2018	11,257	96.0%	471	4.0%	11,729
2019	11,833	95.8%	524	4.2%	12,356
Compound Annual Growth Rate					
2008-2019	2.2%		17.7%		2.5%

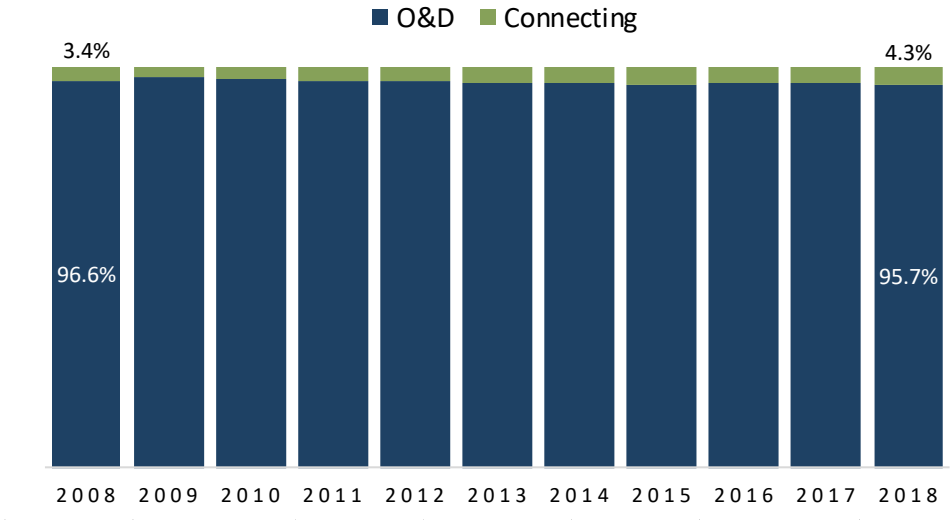
[1] International enplanements include enplanements by foreign flag carriers, as well as seasonal international enplanements reported by U.S. air carriers.
Source: The Authority.

3.2.3 Composition of Passenger Traffic at SAN

SAN has a strong O&D traffic base, which constitutes a more stable market for air service compared with connecting traffic. O&D traffic arises from market demand and generally follows growth trends in both the local economy and the national economy. Unlike connecting traffic, O&D traffic is less vulnerable to changes in individual airlines' network strategies, business models, and financial conditions.

O&D passengers accounts for around 96 percent of the airport's annual traffic, and connecting passengers make up the remaining 4 percent (Figure 3-3). According to U.S. Department of Transportation data, Southwest accounts for more than one-half of the connecting traffic at SAN, which is not surprising since Southwest also accounts for the largest share of total passenger traffic at SAN. The Airport's connecting traffic primarily consists of passengers originating from San Francisco, Los Angeles, and Sacramento.

Figure 3-3: O&D and Connecting Traffic Shares by Calendar Year

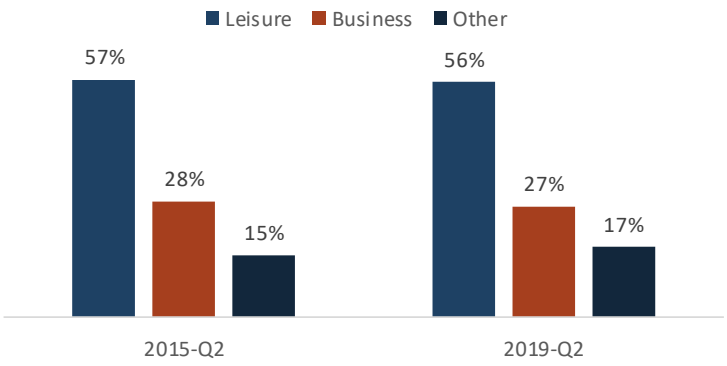


Sources: The Authority and U.S. Department of Transportation.

Data on O&D passengers traveling to and from SAN indicate that residents account for approximately 44 percent of O&D traffic at SAN, while visitors account for 52 percent, and connecting passengers account for the remaining 4 percent.[38] These percentages remained fairly constant from 2009 through 2016.

SAN passengers traveling for leisure continue to account for the greatest share of Airport traffic (56 percent in 2019 as shown in Figure 3-4). Those traveling for business accounted for 27 percent, and those traveling for other purposes accounted for the remaining share of 17 percent in 2019.

Figure 3-4: SAN Passenger Traffic Shares by Trip Purpose



Sources: ACI ASQ Departures.

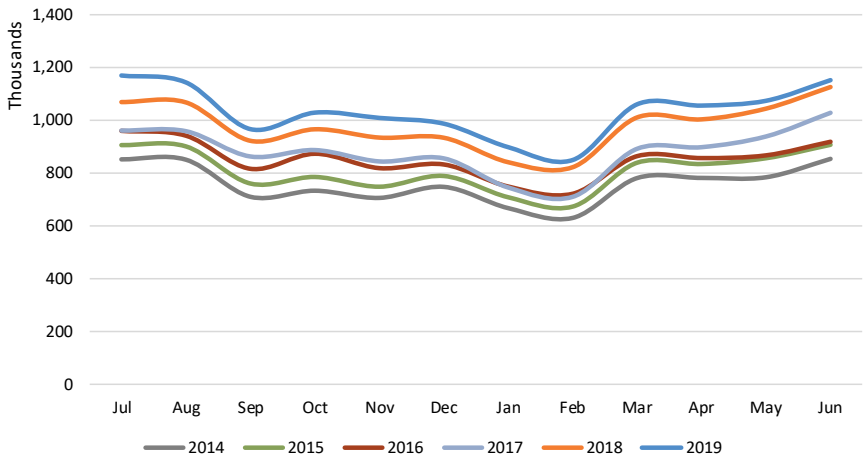
[38] Sources: Airport Authority and U.S. Department of Transportation. The shares of resident and visitor O&D passengers were estimated by separating one-way or round-trip passengers that began their trips originally at SAN, from one-way or round-trip passengers that began their trips originally at another airport.

3.2.4 Monthly Enplanements

SAN's enplanements peak slightly in the summer months of June through August (Figure 3-5). The Airport's seasonal patterns are consistent with patterns observed nationwide.

Figure 3-5: SAN Monthly Enplanements

Month	2014-2019 Avg. Share of FY Total
July	9.3%
August	9.2%
September	7.9%
October	8.3%
November	7.9%
December	8.1%
January	7.2%
February	6.9%
March	8.5%
April	8.5%
May	8.7%
June	9.4%



Source: The Authority.

3.2.5 Enplanements by Airline

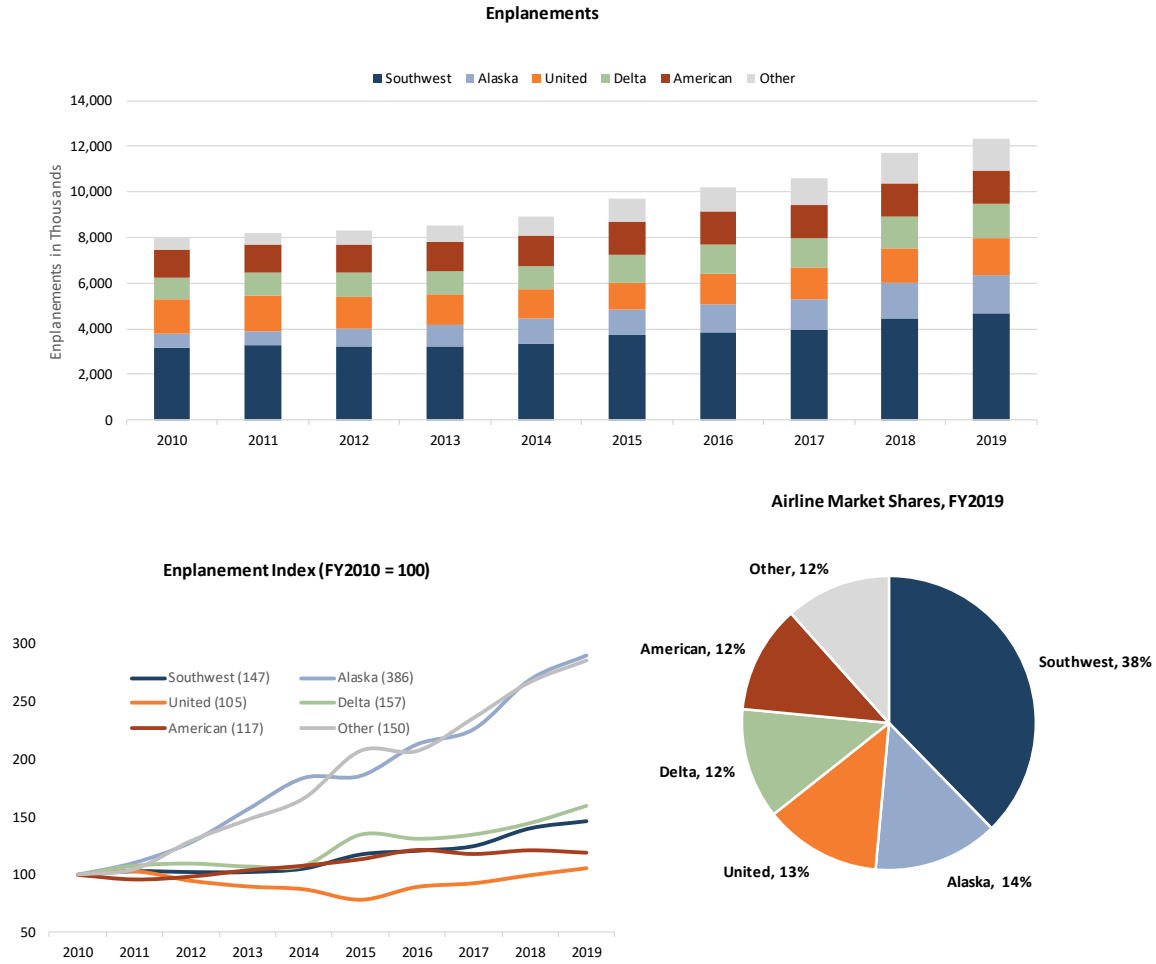
SAN's top five carriers in terms of passenger enplanements are Southwest, Alaska Airlines (Alaska), United Airlines (United), Delta Air Lines (Delta), and American Airlines (American). These five carriers accounted for about 88 percent of annual passenger traffic in FY2019, while the other airlines accounted for the remaining 12 percent (Figure 3-6 and Table 3-4). Southwest has a strong presence at the Airport, having maintained an enplanement share above 35 percent since FY2008. Foreign flag carriers accounted for around 3.1 percent of SAN's enplanements in FY2019.

Collectively, service by the mainline carriers continues to make up the large majority of enplanements at SAN (about 93 percent in FY2019). A number of factors contribute to the larger share of mainline service at SAN, compared to the national share (around 78 percent). Unlike other large hubs in the country, SAN is a single-runway airport, which enables carriers to operate more efficiently using larger aircraft. Larger aircraft are also better-suited for mainline service by carriers at SAN that mostly serve O&D traffic on relatively dense routes. Still, in recent years, regional carriers have shown modest growth in their share of passenger enplanements at SAN.

Enplanements for all carriers operating at the Airport decreased during the Great Recession, and did not show signs of steady recovery until FY2012. Among the top-five carriers, Southwest, Delta and Alaska rebounded the earliest from the traffic slump. Alaska's enplanements grew substantially through FY2019, increasing at an annual average rate of 11 percent over the past decade. As Alaska

developed San Diego into a focus city by adding new flights and destinations, Southwest and Delta also grew their enplanements by an annual average of 4 percent and 5 percent, respectively, between FYs 2010 and 2019. Enplanements for United and American recovered slowly since FY2010.

Figure 3-6: SAN Enplanements by Airline



Source: The Authority.

Table 3-4: SAN Enplanements by Airline by Fiscal Year

	Enplanements (in Thousands)[1]					Market Share				
Airline	**2015**	**2016**	**2017**	**2018**	**2019**	**2015**	**2016**	**2017**	**2018**	**2019**
Southwest	3,737	3,840	3,967	4,458	4,656	38.5%	37.6%	37.4%	38.0%	37.7%
Alaska[2]	1,089	1,250	1,326	1,578	1,702	11.2%	12.2%	12.5%	13.5%	13.8%
United[3]	1,180	1,348	1,397	1,502	1,593	12.1%	13.2%	13.2%	12.8%	12.9%
Delta[4]	1,268	1,234	1,269	1,362	1,504	13.1%	12.1%	12.0%	11.6%	12.2%
American[5]	1,399	1,495	1,454	1,493	1,468	14.4%	14.6%	13.7%	12.7%	11.9%
Spirit	252	327	287	318	324	2.6%	3.2%	2.7%	2.7%	2.6%
Frontier	151	119	180	255	277	1.6%	1.2%	1.7%	2.2%	2.2%
JetBlue	179	183	225	248	231	1.8%	1.8%	2.1%	2.1%	1.9%
Hawaiian	97	102	108	109	150	1.0%	1.0%	1.0%	0.9%	1.2%
Air Canada[6]	41	49	93	111	130	0.4%	0.5%	0.9%	0.9%	1.1%
British Airways	84	90	90	83	83	0.9%	0.9%	0.9%	0.7%	0.7%
Japan Airlines	59	60	60	62	67	0.6%	0.6%	0.6%	0.5%	0.5%
Lufthansa	-	-	-	13	50	0.0%	0.0%	0.0%	0.1%	0.4%
WestJet	34	35	41	39	43	0.3%	0.3%	0.4%	0.3%	0.3%
Sun Country	29	35	40	41	40	0.3%	0.3%	0.4%	0.4%	0.3%
Allegiant	7	17	49	45	31	0.1%	0.2%	0.5%	0.4%	0.2%
Others	107	24	9	15	7	1.1%	0.2%	0.1%	0.1%	0.1%
Total	**9,713**	**10,206**	**10,596**	**11,732**	**12,356**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

[1] Ranked on 2019 results. Totals may not add due to rounding.
[2] In December 2016, Alaska Air Group acquired Virgin America Inc. Alaska and Virgin received their single operating certificate from the FAA on January 11, 2018 and began operating as Alaska Airlines on April 25, 2018. Enplanements are for Alaska, Virgin America and Alaska's regional carrier service provided by Horizon and SkyWest.
[3] Enplanements are for United and its regional carrier service provided by SkyWest.
[4] Enplanements are for Delta and its regional carrier service provided by Compass and SkyWest.
[5] Effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc. American Airlines and US Airways began operating as a single airline (under the American brand) in October 2015. Enplanements are for both American and US Airways and American's regional carrier service provided by Compass and SkyWest.
[6] Enplanements are for Air Canada Rouge and Jazz Aviation, both affiliates for Air Canada.
Source: The Authority.

3.2.6 Top O&D Markets

O&D enplanements account for approximately 96 percent of SAN's passenger traffic. Table 3-5 lists the Airport's top 25 O&D city markets in CY2018, ranked by share of O&D enplanements. The table shows the airports served in each market, the number of daily nonstop departures to each market from SAN, and the airlines serving each market from SAN in CY2018.

The top 25 destination cities listed, consisting of large urban areas across the U.S., were served by 217 of the 274 daily nonstop departures from SAN. Together, service to these markets accounted for approximately 75 percent of O&D enplanements at the Airport in CY2018.

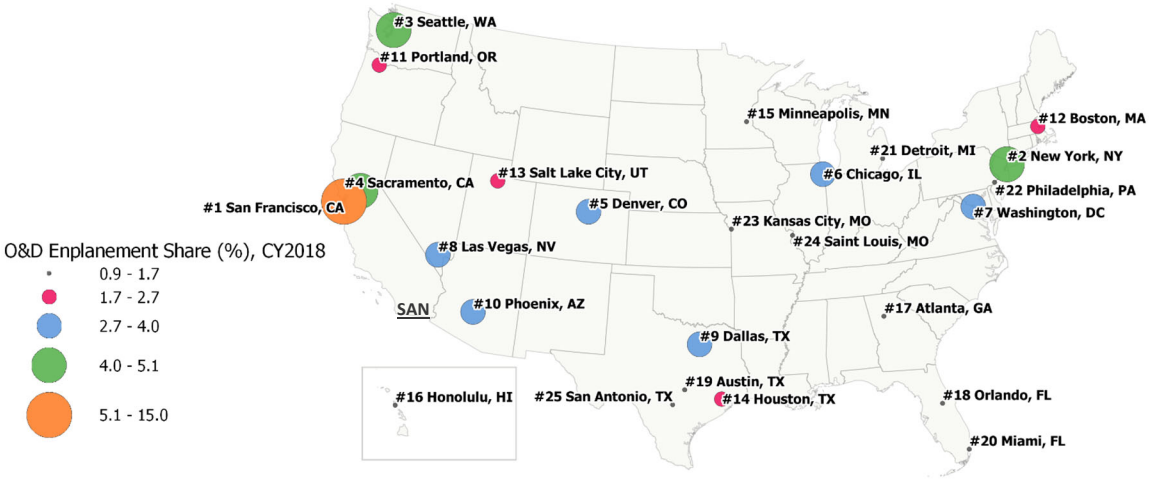
Table 3-5: SAN's Top 25 O&D Markets, CY2018

CY2018 Rank [1]	Destination	Airports	O&D Market Share [2]	Daily Nonstop Departures [3]	Airlines Serving Market from SAN [4]
1	San Francisco, CA	SFO, SJC, OAK	14.99%	47	WN, UA, AS, VX
2	New York, NY	JFK, EWR	5.05%	11	DL, UA, B6, AA, AS
3	Seattle, WA	SEA	4.84%	13	AS, DL, WN
4	Sacramento, CA	SMF, SCK	4.55%	14	WN, AS, G4
5	Denver, CO	DEN	4.04%	12	WN, UA, F9
6	Chicago, IL	ORD, MDW	3.90%	12	UA, WN, AA, NK
7	Washington, DC	BWI, IAD	3.89%	7	UA, WN, AS, NK
8	Las Vegas, NV	LAS	3.80%	16	WN, DL, NK
9	Dallas/Fort Worth, TX	DFW, DAL	3.24%	13	AA, WN, AS, NK
10	Phoenix, AZ	PHX	3.07%	15	WN, AA
11	Portland, OR	PDX	2.67%	6	AS, WN
12	Boston, MA	BOS, PVD	2.52%	3	B6, AS
13	Salt Lake City, UT	SLC	2.17%	7	DL, AS, WN
14	Houston, TX	IAH, HOU	2.04%	8	UA, WN, NK
15	Minneapolis/St. Paul, MN	MSP	1.72%	5	DL, AS, SY
16	Honolulu, HI	HNL	1.50%	2	HA, AS
17	Atlanta, GA	ATL	1.49%	6	DL, WN
18	Orlando, FL	MCO	1.41%	2	WN, AS, F9
19	Austin, TX	AUS	1.40%	4	WN, AS, F9
20	Miami, FL	FLL, MIA	1.35%	1	AA
21	Detroit, MI	DTW	1.30%	3	DL, NK
22	Philadelphia, PA	PHL	1.28%	2	AA
23	Kansas City, MO	MCI	1.01%	3	WN, AS
24	St. Louis, MO	STL	1.01%	3	WN, AS
25	San Antonio, TX	SAT	0.90%	2	WN, F9
	DESTINATIONS LISTED	-	**75.1%**	**217**	
	OTHER DESTINATIONS	-	**24.9%**	**57**	
	TOTAL	-	**100.0%**	**274**	

[1] Ranking is based on share of SAN O&D passengers. Represents metro markets that are served by nonstop flights from SAN; however, not every airport in each metro market has nonstop flights from SAN.
[2] US Department of Transportation (DB1B 10%-sample airline ticket survey).
[3] OAG Schedules Analyzer (accessed July 2019). Daily nonstop departures: annual nonstop departures in CY2018 divided by 365.
[4] Airline codes: AA=American; AS=Alaska; B6=Jet Blue; DL=Delta; F9=Frontier; G4= Allegiant; HA=Hawaiian; NK=Spirit; SY=Sun Country; UA=United; VX=Virgin America; WN=Southwest. VX was acquired by AS in December 2016 and seized operations at SAN in May 2018.

Figure 3-7 shows that SAN's top 25 O&D markets are spread across the United States. Sixty-one percent of the Airport's nonstop flights serve cities within 1,000 nautical miles, although SAN's share of nonstop flights serving destinations beyond 1,000 nautical miles increased slightly in CY2018. That year, 30 percent of nonstop flights were to destinations between 1,000 and 2,000 nautical miles, and 9 percent were to destinations beyond 2,000 miles.

Figure 3-7: SAN's Top 25 O&D Markets, CY2018



Sources: Unison Consulting, Inc., U.S. Department of Transportation DB1B.

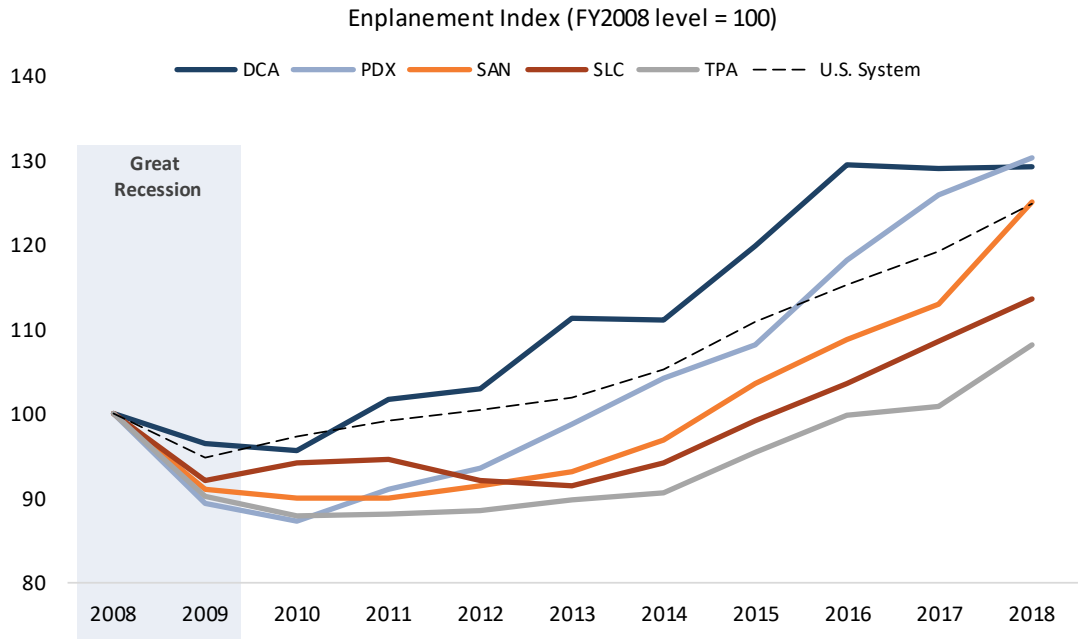
3.2.7 Enplanement Trends at Select Large Hub Airports

SAN falls in the FAA's classification of large hub airports—commercial service airports with individual shares of at least 1 percent of total U.S. commercial enplanements in a given year. In CY2018, SAN ranked 24th largest by total passenger enplanements among the 30 U.S. airports classified as large hubs. SAN moved up in ranking from 27th in CY2016.

Figure 3-8 compares the trends in enplanements at SAN and four other large hub airports, from FY2008 through FY2018. Large hub airports still differ considerably in terms of enplanements and other characteristics. The four comparison airports, Portland International (PDX), Tampa International (TPA), Salt Lake City International (SLC), and Ronald Regan Washington National (DCA) are the most similar to SAN in terms of the following criteria: enplanement level, share of domestic and international traffic, relative diversity of airline base, share of Southwest service, and the number of markets served on both nonstop and connecting flights.

As Figure 3-8 shows, although SAN and its peer airports exhibit similar enplanement trends, which tracked national growth trends, there are some notable differences. Along with PDX and TPA, SAN suffered a big decline in traffic during the Great Recession, but exhibited a stronger recovery compared with TPA and SLC. PDX showed the strongest post-recession recovery among these airports, growing its enplanements in FY2018 by 30 percent over FY2008 levels.

Figure 3-8: Enplanement Trends at SAN and Select Large Hubs



Sources: The Authority and U.S. Bureau of Transportation Statistics.

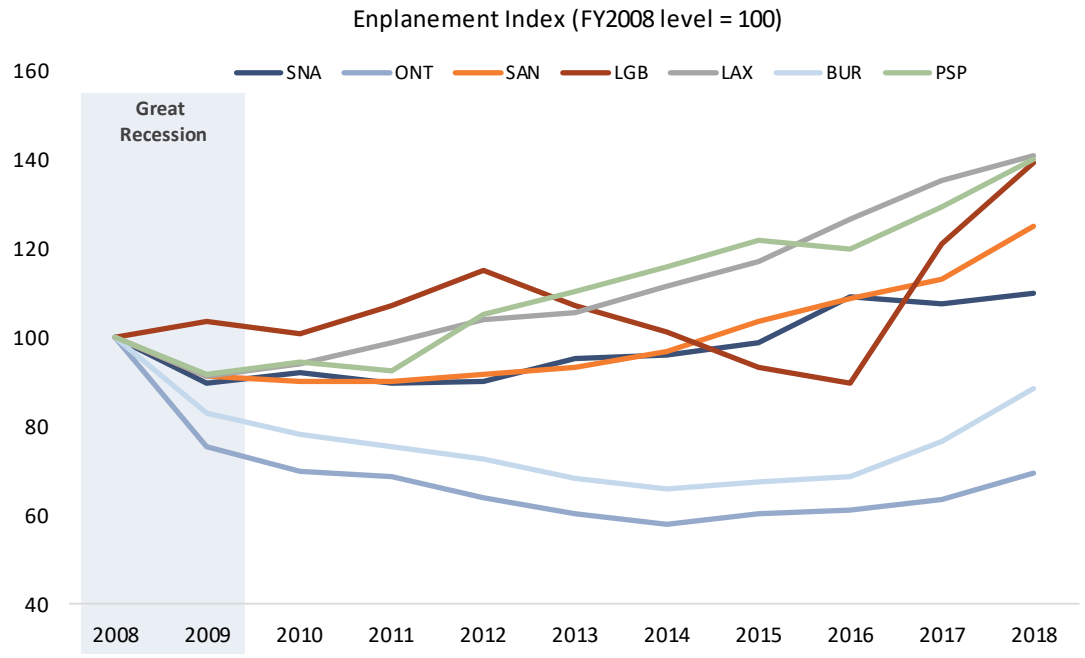
3.2.8 Enplanement and Fare Trends at Southern California Airports

Figure 3-9 compares enplanements trends at SAN with trends at other commercial airports in Southern California. Within 150 road miles of SAN are the following commercial airports with reported historical enplanements: small hubs Long Beach Airport (LGB) and Palm Springs International Airport (PSP); medium hubs John Wayne (SNA), Ontario International (ONT), and Burbank Bob Hope Airport (BUR); and large hub Los Angeles International Airport (LAX).[39]

Among the Southern California commercial airports, SAN's enplanement trends since FY2008 are most similar to trends at SNA. SAN outperformed SNA over the past couple years, but both SAN and SNA lagged behind LAX in traffic growth after the Great Recession. BUR and ONT suffered sustained declines in enplanements—their enplanements levels remain well below pre-recession levels despite steady growth in their traffic over the past four years. LGB weathered the Great Recession better than all the other airports, but its traffic decreased rapidly between FYs 2012 and 2016. Enplanements at LGB rebounded by growing 35 percent in FY2017, surpassing their FY2014 peak levels, and grew another 15 percent in FY2018.

[39] See Table 2-1 (and footnotes) in Section 2 regarding Imperial County Airport and San Bernardino International Airport, neither of which had historical information to include in this analysis.

Figure 3-9: Enplanement Trends at SAN and Southern California Airports

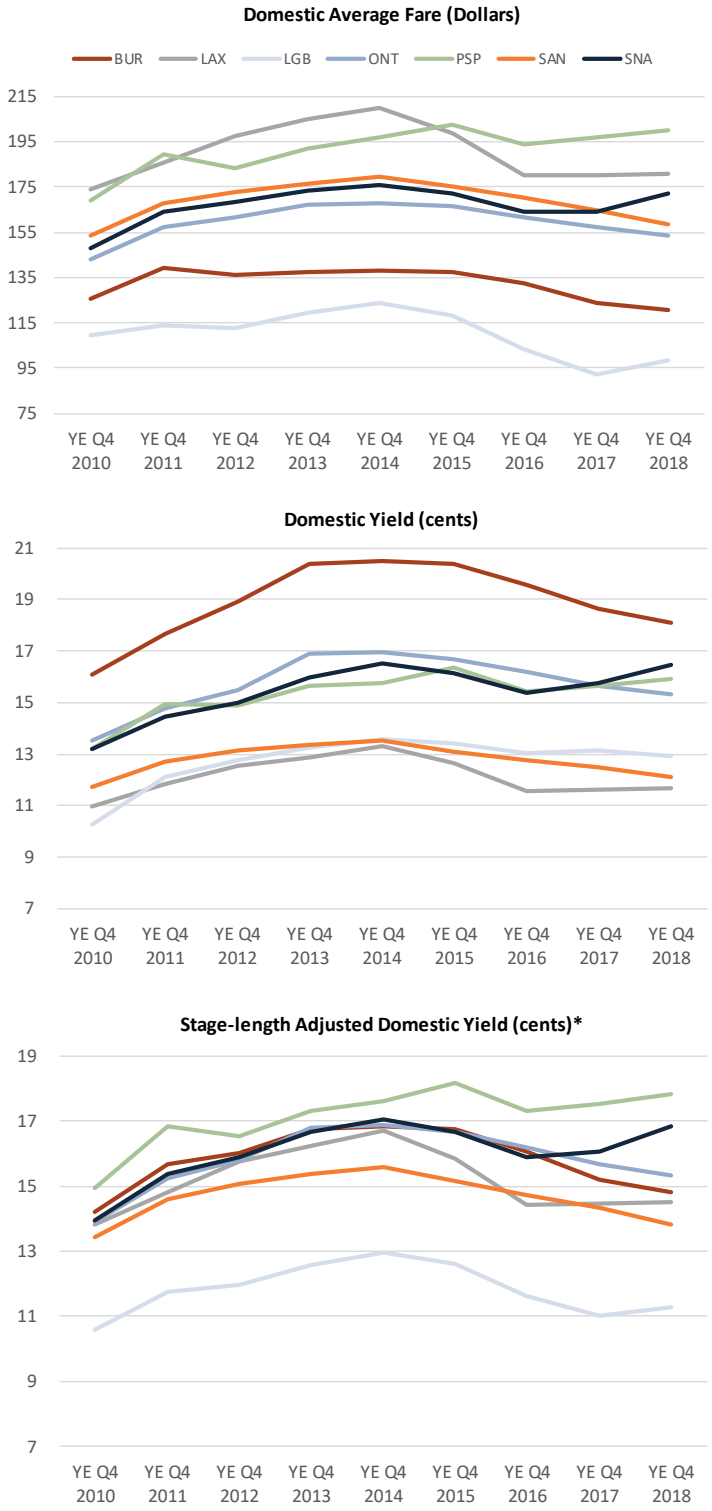


Sources: The Authority and U.S. Bureau of Transportation Statistics.

Passengers consider airfares as one factor when choosing airlines and airports (if they have access to more than one airport). Airlines consider yields, measured as revenue per passenger mile, when choosing which airports to serve. Figure 3-10 shows the trends in domestic average fares and passenger yields at SAN and the other Southern California airports with reported historical commercial service. SAN's domestic average air fare was historically the third-highest in the region after LAX and PSP. Most recently, SAN's average fares have dipped below SNA's. Controlling for distance (stage length), domestic passenger yields, measuring the average fare per passenger mile, indicate that SAN is substantially more price-competitive than the Airport's average fares suggest. Yields at SAN have remained among the lowest in the region, second only to LGB.[40] Yield trends at SAN follow the regional and national trends.

[40] Lower yields at SAN, relative to other airports in Southern California, indicate that SAN is price-competitive, a positive indicator for demand at SAN.

Figure 3-10: Domestic Avg. Fares and Passenger Yields at So. Calif. Airports by FY



Sources: The Authority and U.S. Department of Transportation.
* Yield adjusted to a base stage length of 1,000 miles.

3.2.9 Air Cargo

According to ACI-NA statistics, SAN ranked 31st among U.S. airports for cargo tons handled in CY2017. SAN's air cargo tonnage, consisting of enplaned and deplaned freight and mail, declined nearly 41 percent during the Great Recession, between FYs 2008 and 2009. Although cargo traffic grew steadily each year after FY2009, it took nine years (through FY2018) to recover to pre-recession levels (Table 3-6). Driven by the decline in air freight activity, cargo tons declined 2.5 percent in FY2019.

Table 3-6: SAN Enplaned and Deplaned Cargo (metric tons) by Fiscal Year

	Mail (tons)		Air Freight (tons)		Total
Fiscal Year	Weight	% of Total	Weight	% of Total	(tons)
2008	16,067	11.1%	128,456	88.9%	144,523
2009	16,032	13.3%	104,750	86.7%	120,782
2010	16,690	13.3%	108,823	86.7%	125,513
2011	16,802	12.1%	122,204	87.9%	139,006
2012	17,335	11.3%	136,036	88.7%	153,371
2013	18,265	11.6%	138,760	88.4%	157,025
2014	19,135	11.6%	145,831	88.4%	164,966
2015	21,386	12.0%	157,229	88.0%	178,615
2016	20,609	11.1%	165,046	88.9%	185,655
2017	22,161	11.7%	166,446	88.3%	188,607
2018	23,991	12.5%	167,352	87.5%	191,343
2019	24,238	13.0%	162,231	87.0%	186,469
			Compound Annual Growth Rate		
2008-2019	3.8%		2.1%		2.3%

Source: The Authority.

3.2.10 Commercial Aircraft Departures

Departures (landings) performed by commercial aircraft at SAN are shown in Table 3-7. Landings increased from 88,739 in FY2015 to 104,140 in FY2019, averaging 4.1 percent in growth annually. Landings decreased slightly between FY2015 and FY2016, while enplanements increased. This trend reflected the airlines' continuing efforts to increase load factors while operating aircraft with more seating capacity (mainline service). Subtotals for mainline and regional service in FY2016 showed mainline landings increased, while regional landings decreased. Landings increased steadily each year after FY2016, including 9.6 percent growth in FY2018 and 4.4 percent growth in FY2019, with FY 2019 landings totaling 104,140.

Runway capacity is not anticipated to be a constraint during the forecast period. According to the SAN Master Plan, runway congestion is anticipated to occur when annual aircraft operations reach between 260,000 and 300,000. Annual commercial aircraft operations by passenger and cargo carriers are projected to reach approximately 223,000 during the forecast period. Accounting for

the master plan's projection of General Aviation and Military aircraft operations, the forecast of total aircraft operations would not exceed 235,000, which is well below the level indicated for runway congestion. In addition to the restrictions to the physical capacity of the Airport's airfield, there are direct restrictions on operations relating to noise abatement. See Section 3.4.10 for further discussion of these matters.

Table 3-7: SAN Landings by Airline by Fiscal Year

	Landings[1]					Market Share				
Airline	**2015**	**2016**	**2017**	**2018**	**2019**	**2015**	**2016**	**2017**	**2018**	**2019**
Southwest	33,421	33,328	34,399	37,355	39,175	37.7%	37.7%	37.8%	37.4%	37.6%
Alaska[2]	10,141	10,834	12,505	15,517	17,381	11.4%	12.3%	13.7%	15.6%	16.7%
United[3]	12,419	11,628	11,407	11,892	12,272	14.0%	13.2%	12.5%	11.9%	11.8%
Delta[4]	7,180	9,640	10,355	11,302	11,566	8.1%	10.9%	11.4%	11.3%	11.1%
American[5]	11,843	11,480	11,046	11,288	10,912	13.3%	13.0%	12.1%	11.3%	10.5%
Spirit	2,109	2,463	1,955	2,240	2,248	2.4%	2.8%	2.1%	2.2%	2.2%
JetBlue	1,363	1,392	1,703	1,823	1,691	1.5%	1.6%	1.9%	1.8%	1.6%
Frontier	1,119	851	1,197	1,568	1,585	1.3%	1.0%	1.3%	1.6%	1.5%
Air Canada[6]	356	423	829	1,110	1,389	0.4%	0.5%	0.9%	1.1%	1.3%
FedEx	1,266	1,383	1,277	1,266	1,259	1.4%	1.6%	1.4%	1.3%	1.2%
Hawaiian	365	368	368	412	732	0.4%	0.4%	0.4%	0.4%	0.7%
United Parcel Service	398	419	457	445	432	0.4%	0.5%	0.5%	0.4%	0.4%
Japan Airlines	365	366	367	365	365	0.4%	0.4%	0.4%	0.4%	0.4%
British Airways	363	364	361	359	361	0.4%	0.4%	0.4%	0.4%	0.3%
Sun Country	268	312	358	360	317	0.3%	0.4%	0.4%	0.4%	0.3%
Allegiant	52	127	418	350	235	0.1%	0.1%	0.5%	0.4%	0.2%
Atlas Air	105	265	263	258	260	0.1%	0.3%	0.3%	0.3%	0.2%
Lufthansa	-	-	-	71	246	0.0%	0.0%	0.0%	0.1%	0.2%
WestJet	-	-	7	45	33	0.0%	0.0%	0.0%	0.0%	0.0%
Others	5,606	2,662	1,764	1,734	1,681	6.3%	3.0%	1.9%	1.7%	1.6%
Total	**88,739**	**88,305**	**91,036**	**99,760**	**104,140**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

[1] Ranked on 2019 results. Totals may not add due to rounding.
[2] In December 2016, Alaska Air Group acquired Virgin America Inc. Alaska and Virgin received their single operating certificate from the FAA on January 11, 2018 and began operating as Alaska Airlines on April 25, 2018. Landings are for Alaska, Virgin America and Alaska's regional carrier service provided by Horizon and SkyWest.
[3] Landings are for United and its regional carrier service provided by SkyWest.
[4] Landings are for Delta and its regional carrier service provided by Compass and SkyWest.
[5] Effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc. American Airlines and US Airways began operating as a single airline (under the American brand) in October 2015. Landings are for both American and US Airways and American's regional carrier service provided by Compass and SkyWest.
[6] Landings are for Air Canada Rouge and Jazz Aviation, both affiliates for Air Canada.
Source: The Authority.

3.2.12 Commercial Aircraft Landed Weight

Table 3-8 shows increasing trends in aircraft landed weight at SAN. Landed weight is used to calculate landing fees for aircraft operating at the Airport. It increased from 11.5 billion pounds in FY2015 to 14.5 billion pounds in FY2019, growing at an average rate of 5.9 percent per year. The slower average annual growth in landings over the same period (4.1 percent) implies that larger aircraft were operated at higher load factors to accommodate the increasing number of passengers at SAN.

Table 3-8: SAN Revenue Landed Weight by Airline by Fiscal Year

Airline	Landed Weight (Thousand Pounds)[1]					Market Share				
	2015	2016	2017	2018	2019	2015	2016	2017	2018	2019
Southwest	4,214,314	4,257,162	4,470,104	4,924,451	5,180,064	36.6%	35.3%	35.4%	35.8%	35.8%
Alaska[2]	1,265,328	1,360,980	1,545,488	1,828,522	1,995,130	11.0%	11.3%	12.3%	13.3%	13.8%
United[3]	1,394,106	1,461,056	1,515,672	1,611,065	1,701,559	12.1%	12.1%	12.0%	11.7%	11.8%
Delta[4]	1,304,596	1,361,671	1,416,839	1,484,342	1,616,827	11.3%	11.3%	11.2%	10.8%	11.2%
American[5]	1,499,407	1,620,768	1,576,026	1,627,081	1,566,041	13.0%	13.4%	12.5%	11.8%	10.8%
FedEx	384,686	444,038	390,716	388,782	375,807	3.3%	3.7%	3.1%	2.8%	2.6%
Spirit	296,925	351,977	286,162	328,424	331,366	2.6%	2.9%	2.3%	2.4%	2.3%
JetBlue	193,848	199,232	244,364	293,160	281,715	1.7%	1.7%	1.9%	2.1%	1.9%
Frontier	153,880	115,238	167,590	232,794	247,145	1.3%	1.0%	1.3%	1.7%	1.7%
Hawaiian	146,284	147,406	147,568	161,486	237,560	1.3%	1.2%	1.2%	1.2%	1.6%
British Airways	166,980	183,760	217,360	208,926	210,432	1.4%	1.5%	1.7%	1.5%	1.5%
United Parcel Service	127,660	135,318	146,778	143,678	138,860	1.1%	1.1%	1.2%	1.0%	1.0%
Japan Airlines	138,700	139,080	139,626	138,745	138,700	1.2%	1.2%	1.1%	1.0%	1.0%
Air Canada[6]	48,216	57,375	101,552	116,381	138,417	0.4%	0.5%	0.8%	0.8%	1.0%
Lufthansa	-	-	-	29,727	103,322	0.0%	0.0%	0.0%	0.2%	0.7%
Atlas Air	28,560	72,890	71,988	70,278	71,076	0.2%	0.6%	0.6%	0.5%	0.5%
Sun Country	35,163	41,302	48,589	49,687	44,972	0.3%	0.3%	0.4%	0.4%	0.3%
WestJet	36,080	37,144	44,880	39,488	42,540	0.3%	0.3%	0.4%	0.3%	0.3%
Allegiant	7,053	17,403	57,227	47,516	31,927	0.1%	0.1%	0.5%	0.3%	0.2%
Others	81,933	49,115	27,538	45,412	27,770	0.7%	0.4%	0.2%	0.3%	0.2%
Total	**11,523,720**	**12,052,913**	**12,616,066**	**13,769,945**	**14,481,229**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

[1] Ranked on 2019 results. Totals may not add due to rounding.
[2] In December 2016, Alaska Air Group acquired Virgin America Inc. Alaska and Virgin received their single operating certificate from the FAA on January 11, 2018 and began operating as Alaska Airlines on April 25, 2018. Landed weight is for Alaska, Virgin America and Alaska's regional carrier service provided by Horizon and SkyWest.
[3] Landed weight is for United and its regional carrier service provided by SkyWest.
[4] Landed weight is for Delta and its regional carrier service provided by Compass and SkyWest.
[5] Effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc. American Airlines and US Airways began operating as a single airline (under the American brand) in October 2015. Landed weight is for both American and US Airways and American's regional carrier service provided by Compass and SkyWest.
[6] Landed weight is for Air Canada Rouge and Jazz Aviation, both affiliates for Air Canada.
Source: The Authority.

3.3 Forecast Commercial Aviation Activity

Forecasts are presented for three key measures of commercial aviation activity—Landings, aircraft landings, and landed weight—for the period of FY2020 through FY2025. Forecast enplanement levels, in turn, determine the number of aircraft operations and corresponding landed weight, along with assumptions regarding trends in boarding load factors.

3.3.1 Forecast Methodology

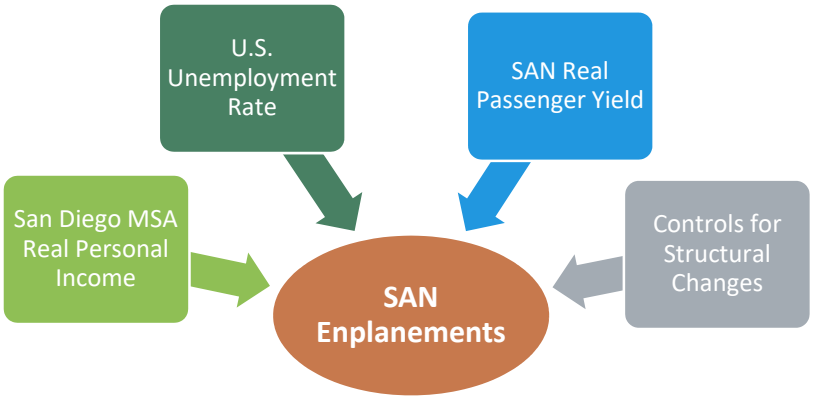
A hybrid modeling framework was used to develop forecasts of unconstrained commercial aviation activity. The forecast for the first year reflects actual year-to-date data and published airline schedules. Airlines plan their schedules based on passenger bookings; the schedules therefore reflect near-term market demand. Beyond the first year, forecasts are demand-driven, with market demand factors driving growth in Landings.

Multivariate Time Series Regression Analysis

Multivariate time series regression analysis links enplanement growth to trends in market demand drivers. Multivariate time series regression combines elements of multiple regression and time series regression methods. It provides a quantitative framework for measuring the contributions of multiple explanatory variables to aviation activity using historical data, while accounting for structural changes, time-dependent trends, and serial correlation often found in time series data. The model estimation process produces regression coefficients measuring the contributions of explanatory variables, which are then used to generate forecasts of SAN Landings given projected trends for the explanatory variables. Model estimation uses the least squares method, which is a statistical procedure designed to minimize forecast errors.

The regression model specification is based on the underlying theory of consumer demand and the dynamics of traffic growth at the Airport. Total Landings serve as the dependent variable. The key explanatory variables (independent variables) include two economic indicators (San Diego-Carlsbad MSA real personal income and U.S. unemployment rate) and one price indicator (real passenger yield at SAN) (Figure 3-11). These three indicators prove best in explaining growth trends in Landings at SAN, based on statistical tests for evaluating regression results.

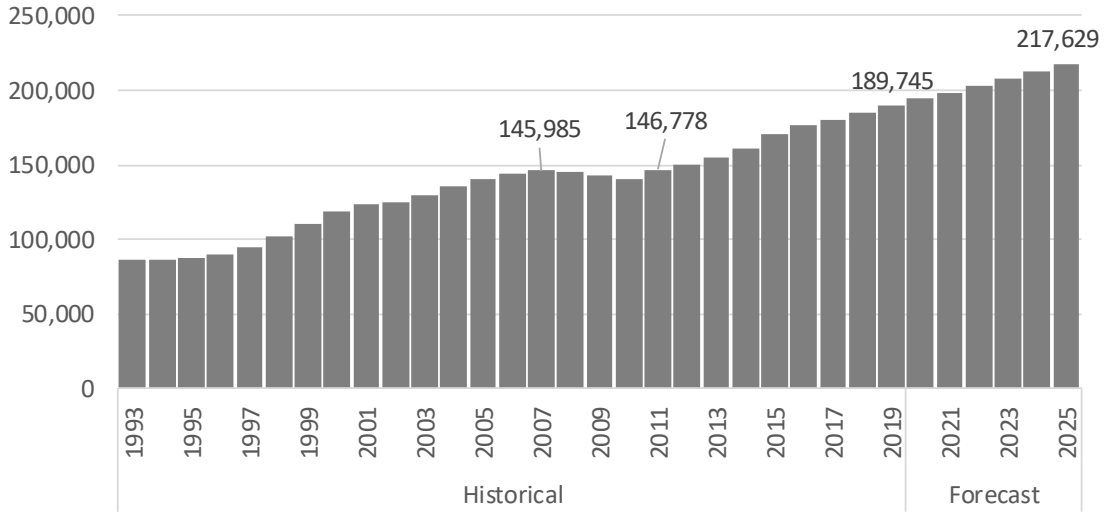
Figure 3-11: Key Drivers of Enplanement Growth



Real Personal Income in the San Diego-Carlsbad represents regional economic trends, an important determinant of air travel demand, especially at SAN where O&D traffic predominates. Trends in real personal income correlate with trends in other economic indicators such as employment and GDP. Holding all other factors constant, increases in regional real personal income promote growth in SAN Landings; the converse also applies. This relationship is confirmed by the positive regression coefficient estimate for real personal income.

Figure 3-12 shows the historical and projected trends for the San Diego MSA real personal income (inflation-adjusted). Real personal income decreased during the Great Recession and recovered to pre-recession levels by FY2011 in the San Diego MSA, faster than the income recovery in other parts of the country. The decrease in real personal income in the San Diego MSA was one of the contributing factors to the decrease in Landings at SAN during the recession. Likewise, the rebound in real personal income after the recession contributed to the rebound in SAN's Landings, although other factors worked to slow the pace of traffic recovery—for example, the slower economic recovery in other parts of the country, the U.S. airline industry capacity rationalization, and the air fare increases and new ancillary charges implemented by U.S. airlines to improve financial results. According to Moody's Analytics' economic forecast, the San Diego MSA real personal income will continue to grow at an annual average rate of 2.2 percent over the forecast period. The annual growth rate is projected to slow in 2021, given the maturity of the current economic expansion.

Figure 3-12: Real Personal Income (Million Chained 2012$) - San Diego-Carlsbad MSA



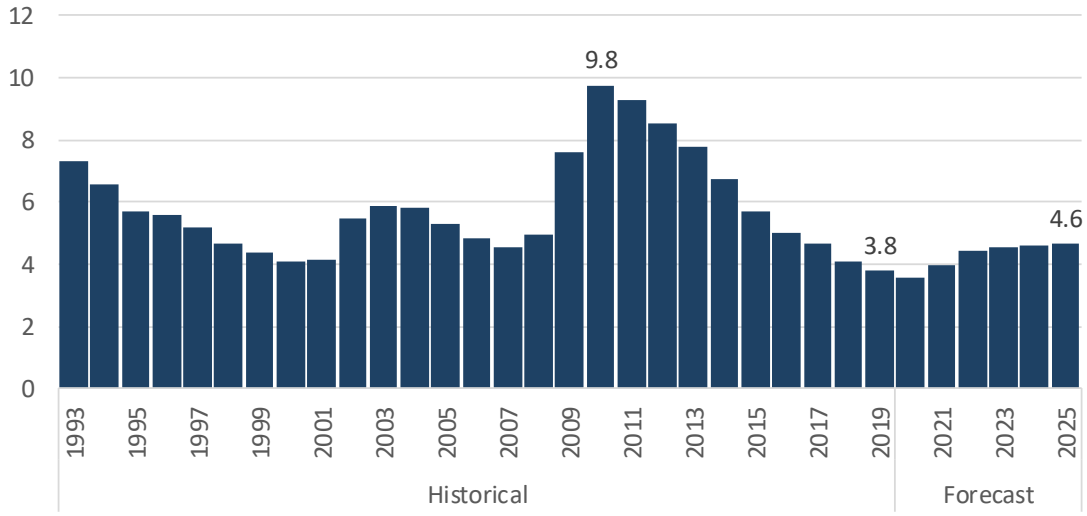
Sources: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics.

U.S. Unemployment Rate

The explanatory variables include the U.S. unemployment rate to indicate national economic trends. Decreases in the U.S. unemployment rate signal improving national economic conditions and therefore contribute to growth in air travel demand. The converse also holds. The U.S. unemployment rate also has a positive regression coefficient estimate, confirming the direct relationship with enplanement trends.

Figure 3-13 shows the historical and projected trends for the U.S. unemployment rate. Reflecting improving national economic conditions, the U.S. unemployment rate has been declining steadily from a peak level of 9.6 percent reached in FY2010. In FY2019, the U.S. unemployment rate had fallen to 3.8 percent, reflecting a national economy at full employment by historical standard. According to Moody's Analytics' economic forecast, the U.S. unemployment rate will continue to decline for another year before rising slowly above 4 percent, reaching 4.6 percent by FY2025. The projected rise in the U.S. unemployment rate beginning in FY2021 reflects an anticipated slowing of the U.S. economy—another turn in the business cycle—though not as severe as the downturn in the last recession.

Figure 3-13: U.S. Unemployment Rate (%)



Sources: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics.

Real Passenger Yield at SAN

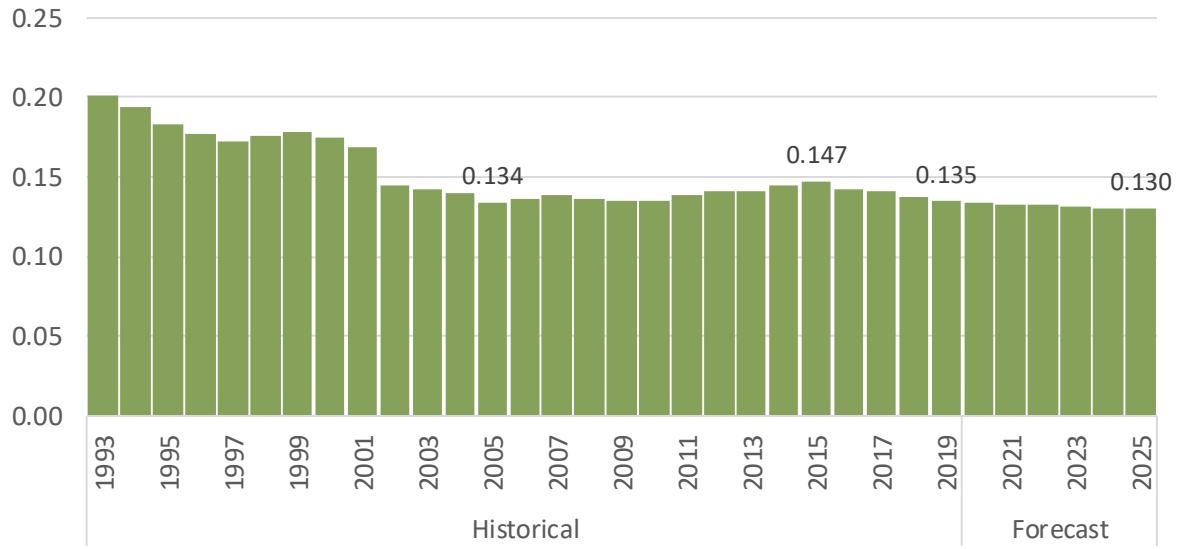
Consumer demand, including the demand for air travel, is inversely related to price. Demand increases when price decreases and decreases when price increases, if all other things are equal. The regression model uses the average real passenger yield at SAN as the indicator for the price of air travel. Passenger yield, which is the average revenue per passenger mile, is a better price indicator than the average fare, because it controls for trip distance. The negative regression coefficient estimate for real passenger yield at SAN confirms the inverse relationship with air travel demand.

Figure 3-14 shows the historical and projected trends for real passenger yield at SAN. The historical data are from the U.S. Department of Transportation DB1B database, and the projections are based on projected industry trends in the latest FAA Aerospace Forecast publication.[41] The average real passenger yield at SAN has been decreasing during most years, reflecting the historical decline in air fares, after controlling inflation, due to stronger competition after the deregulation of the U.S. airline industry in 1978. Airlines were successful in raising air fares in some years. The fare increases were rarely sustained over more than a couple of years except during the first half of the 2010s when airlines made a conscious effort to restrain capacity growth to contain costs and sustain fare increases. At SAN, the average real passenger yield showed small but steady increases in five consecutive years through FY2015, contributing to the initially slow recovery of SAN's passenger traffic from recession declines. After FY2015, the average real passenger yield returned to its historical trend of decline, contributing to the recent strong growth in SAN's passenger traffic.

[41] Federal Aviation Administration, *Aerospace Forecast, FY2019-2039*.

Consistent with the FAA's most recent forecast assumption for mainline passenger yields, the SAN average real passenger yield is projected to continue decreasing over the forecast period—a trend that would help promote growth in SAN's passenger traffic.

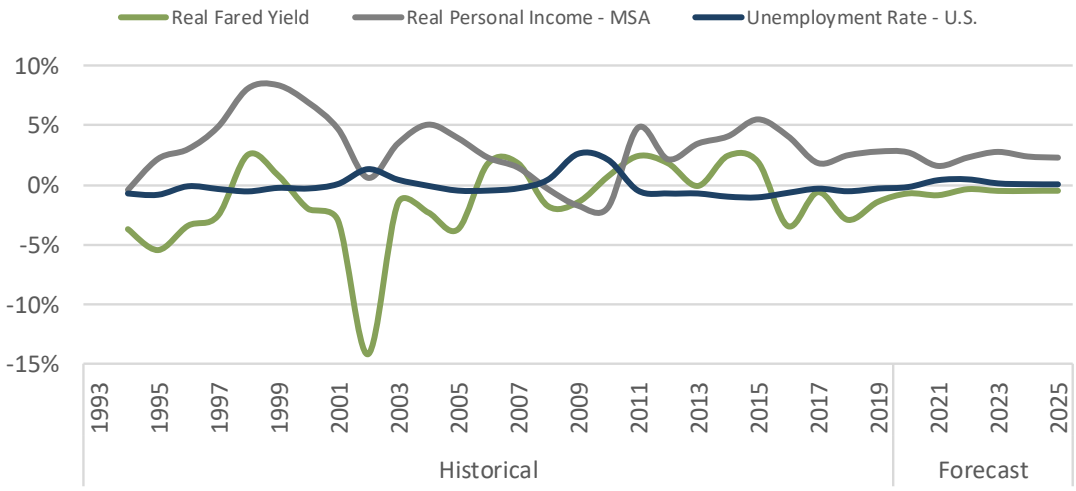
Figure 3-14: SAN Average Real Passenger Yield (2012$)



The sample excludes fares below $50 to exclude frequent flier, nonrevenue and other discounted fare tickets. Yields are reported in 2012 dollars to be consistent with the reference year of the real personal income estimates. The BEA re-based its real personal income and GDP estimates to chained 2012 dollars in the latest comprehensive revision.
Source: U.S. Bureau of Transportation Statistics (DB1B 10%-sample airline ticket survey) and FAA Aerospace Forecast: Fiscal Years 2019-2039.

Figure 3-15 shows the annual growth trends in the three key explanatory variables used in the regression model (regional personal income, U.S. unemployment rate, and real passenger yield at SAN). These three explanatory variables drive the forecast trends in the Airport's Landings beyond 2019.

Figure 3-15: Changes in Key Explanatory Variables



Sources: U.S. Bureau of Transportation Statistics (DB1B 10% ticket survey) and Federal Aviation Administration for SAN real passenger yield; U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics for real personal income in the San Diego-Carlsbad MSA and the U.S. unemployment rate.

Structural Changes

In addition to the three key explanatory variables, the regression model also includes a control variable to account for the adverse effects of the terrorist attacks in 2001 and the subsequent structural changes in the travel market and the airline industry. The terrorist attacks had profound effects on the airline industry and airports, including SAN. They caused a sharp decrease in Landings, they prompted more stringent security screening processes at airports that caused lasting changes in the demand for air travel, and they set in motion other structural changes in the airline industry. Even though these events occurred in the past, it is important to account for their effects to obtain unbiased estimates of the contributions of the key explanatory variables to enplanement trends.

Sensitivity Analysis Recognizing uncertainty in the future trends of key market drivers, Monte Carlo simulation was performed to generate a range of enplanement forecasts for SAN using the estimated regression model. A comprehensive approach to forecast risk analysis, Monte Carlo simulation uses probability distributions and random sampling techniques for assigning future values to the three key explanatory variables of the regression model. The simulation, involving 5,000 iterations, produced a wide range of possible scenarios for future enplanement growth and

corresponding percentile rankings. Percentiles provide an indication of the likelihood of each forecast scenario.[42]

Interpretation of Percentiles

A percentile indicates the value at or below which a given percentage of results fall. For example, if we arrange 100 forecast results for one year from lowest to highest, 25 results (25 percent) will be at or below the 25-percentile, 75 results (75 percent) will be at or below the 75-percentile, and 50 results (50 percent) will be at or below the 50-percentile (also known as the median). A percentile gives the probability that actual outcome will be as forecast or lower.

The following examples illustrate how the percentile results can be used to indicate forecast probability:

- The 75-percentile results have a 25 percent probability that actual enplanements will exceed the forecast and a 75 percent probability that actual enplanements will be at or below the forecast.
- The 25-percentile results have a 75 percent probability that actual enplanements will exceed the forecast and a 25 percent probability that actual enplanements will be at or below the forecast.

The range of forecasts bounded by the 25-percentile and the 75-percentile is called the interquartile range—the middle 50 percent of results fall within this range.

3.3.2 Forecast Results

A base forecast and a low forecast are designated for input into the financial analysis in Section 4. The base forecast reflects the assumptions for the most likely future trends in the key explanatory variables, shown in Figure 3-12, Figure 3-13, Figure 3-14, and Figure 3-15. The low forecast is based on the 15-percentile forecast Landings from the Monte Carlo simulation results.

Base Forecast

Table 3-9 shows the base forecast results. Under the base forecast, Landings will increase from 12.7 million in FY2020 to 13.7 million in FY2025, growing at an average annual rate of 1.6 percent. Compared with the range of forecasts generated from the Monte Carlo simulation, the base forecast Landings start above the median result in the first year of the forecast period (FY2020) and then fall between the median and 25-percentile results over the remainder of the forecast period.

Forecast Landings served as the starting point for developing projections of aircraft landings (assumed equal to aircraft departures) and landed weight. First, we determined the number of aircraft departures that would accommodate forecast Landings, assuming further increases in load factors and average seats per flight consistent with industry projections in the latest FAA Aerospace

[42] The probability distributions for the input variables in the Monte Carlo simulation were derived from sampling distributions of their historical data.

forecast. Assuming aircraft departures equal aircraft landings, we then derived total aircraft landed weight, assuming increases in average landed weight per landing consistent with increases in the average seats per flight. The results show aircraft landings increasing from 106,600 in FY2020 to 111,400 in FY2025, and landed weight increasing from 14.91 billion pounds in FY2020 to 15.97 billion pounds in FY2025. Aircraft landings are projected to increase at a slower annual average rate (0.9 percent) than Landings (1.6 percent) due to increases in average load factors and seats per flight. Compared with aircraft landings, total landed weight is projected to grow at a higher rate (1.4 percent) due to increases in the average landed weight per flight.

Table 3-9: Base Forecast Commercial Aviation Activity by Fiscal Year

	Actual								Forecast*						CAGR
Air Traffic Measure	2012	2013	2014	2015	2016	2017	2018	2019	2020 (Est.)	2021	2022	2023	2024	2025	2020-25
Total enplanements (mill.)	8.59	8.74	9.08	9.71	10.21	10.60	11.73	12.36	12.69	12.80	12.96	13.23	13.47	13.72	1.6%
Annual growth rate	1.7%	1.7%	3.9%	6.9%	5.1%	3.8%	10.7%	5.3%	2.7%	0.9%	1.2%	2.1%	1.9%	1.8%	
Total aircraft departures (thous.)	83.5	84.9	85.3	88.7	88.3	91.0	99.8	104.1	106.6	106.7	107.2	108.7	110.1	111.4	0.9%
Annual growth rate	-0.2%	1.7%	0.5%	4.0%	-0.5%	3.1%	9.6%	4.4%	2.4%	0.0%	0.5%	1.4%	1.3%	1.2%	
Total passenger aircraft departures (thous.)	80.2	81.7	82.1	85.4	84.8	87.7	96.4	100.8	103.3	103.3	103.9	105.4	106.7	108.1	0.9%
Annual growth rate	0.1%	1.9%	0.4%	4.1%	-0.7%	3.4%	10.0%	4.6%	2.5%	0.0%	0.5%	1.4%	1.3%	1.3%	
Total seats (mill.)	10.66	10.83	11.05	11.81	12.38	13.11	14.42	15.13	15.63	15.73	15.90	16.21	16.49	16.77	1.4%
Annual growth rate	1.2%	1.6%	2.1%	6.8%	4.9%	5.8%	10.0%	4.9%	3.3%	0.7%	1.0%	1.9%	1.7%	1.7%	
Total landed weight (billion lbs.)	10.82	11.01	11.19	11.53	12.05	12.62	13.77	14.48	14.89	14.99	15.15	15.43	15.69	15.95	1.4%
Annual growth rate	2.0%	1.8%	1.6%	3.1%	4.5%	4.7%	9.1%	5.2%	2.8%	0.7%	1.0%	1.9%	1.7%	1.7%	
Avg. enplanements per passenger aircraft departure	107	107	111	114	120	121	122	123	123	124	125	126	126	127	
Avg. seats per passenger aircraft departure	133	132	135	138	146	150	150	150	151	152	153	154	154	155	
Avg. boarding load factor	80.6%	80.7%	82.2%	82.3%	82.4%	80.9%	81.3%	81.7%	81.2%	81.3%	81.5%	81.6%	81.7%	81.8%	
Avg. aircraft landed weight (thous. pounds)	129.5	129.7	131.1	130.0	136.5	138.6	138.0	139.1	139.7	140.6	141.3	142.0	142.5	143.1	

* Except for FY2020, forecasts are based on the annual enplanement growth rates predicted from the regression model of Landings under base growth assumptions for the trends in key demand drivers.
FY2020 forecast is based partly on available airline schedules for the first six months of the fiscal year.
CAGR: Compound average growth rate.

Low Forecast

Table 3-10 present the low forecast results. Beginning FY2020, the low enplanement forecast is based on the 15-percentile Monte Carlo simulation result, which corresponds with an 85 percent probability that actual Landings will be equal to or greater than the 15-percentile level. Landings are forecast to grow at an average annual rate of 1.4 percent, reaching 13.4 million in FY2025. Aircraft landings will grow at an average annual rate of 0.7 percent to 111,400 in FY2025, and total landed weight will grow at an average annual rate of 1.2 percent to nearly 16 billion pounds in FY2025.

Table 3-10: Low Forecast Commercial Aviation Activity by Fiscal Year

Air Traffic Measure	Actual								Forecast*						CAGR
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2020-25
Total enplanements (mill.)	8.59	8.74	9.08	9.71	10.21	10.60	11.73	12.36	12.49	12.65	12.82	12.99	13.19	13.40	1.4%
Annual growth rate	1.7%	1.7%	3.9%	6.9%	5.1%	3.8%	10.7%	5.3%	1.1%	1.2%	1.3%	1.4%	1.5%	1.6%	
Total aircraft departures (thous.)	83.5	84.9	85.3	88.7	88.3	91.0	99.8	104.1	105.7	106.1	106.7	107.5	108.5	109.5	0.7%
Annual growth rate	-0.2%	1.7%	0.5%	4.0%	-0.5%	3.1%	9.6%	4.4%	1.5%	0.4%	0.6%	0.7%	0.9%	1.0%	
Total passenger aircraft departures (thous.)	80.2	81.7	82.1	85.4	84.8	87.7	96.4	100.8	102.4	102.8	103.4	104.2	105.1	106.2	0.7%
Annual growth rate	0.1%	1.9%	0.4%	4.1%	-0.7%	3.4%	10.0%	4.6%	1.5%	0.4%	0.6%	0.7%	0.9%	1.0%	
Total seats (mill.)	10.66	10.83	11.05	11.81	12.38	13.11	14.42	15.13	15.37	15.53	15.72	15.91	16.13	16.36	1.3%
Annual growth rate	1.2%	1.6%	2.1%	6.8%	4.9%	5.8%	10.0%	4.9%	1.6%	1.1%	1.2%	1.2%	1.4%	1.5%	
Total landed weight (billion lbs.)	10.82	11.01	11.19	11.53	12.05	12.62	13.77	14.48	14.71	14.86	15.03	15.20	15.40	15.62	1.2%
Annual growth rate	2.0%	1.8%	1.6%	3.1%	4.5%	4.7%	9.1%	5.2%	1.6%	1.0%	1.1%	1.2%	1.3%	1.4%	
Avg. enplanements per passenger aircraft departure	107	107	111	114	120	121	122	123	122	123	124	125	125	126	
Avg. seats per passenger aircraft departure	133	132	135	138	146	150	150	150	150	151	152	153	153	154	
Avg. boarding load factor	80.6%	80.7%	82.2%	82.3%	82.4%	80.9%	81.3%	81.7%	81.3%	81.4%	81.6%	81.7%	81.8%	81.9%	
Avg. aircraft landed weight (thous. pounds)	129.5	129.7	131.1	130.0	136.5	138.6	138.0	139.1	139.2	140.1	140.8	141.5	142.0	142.6	

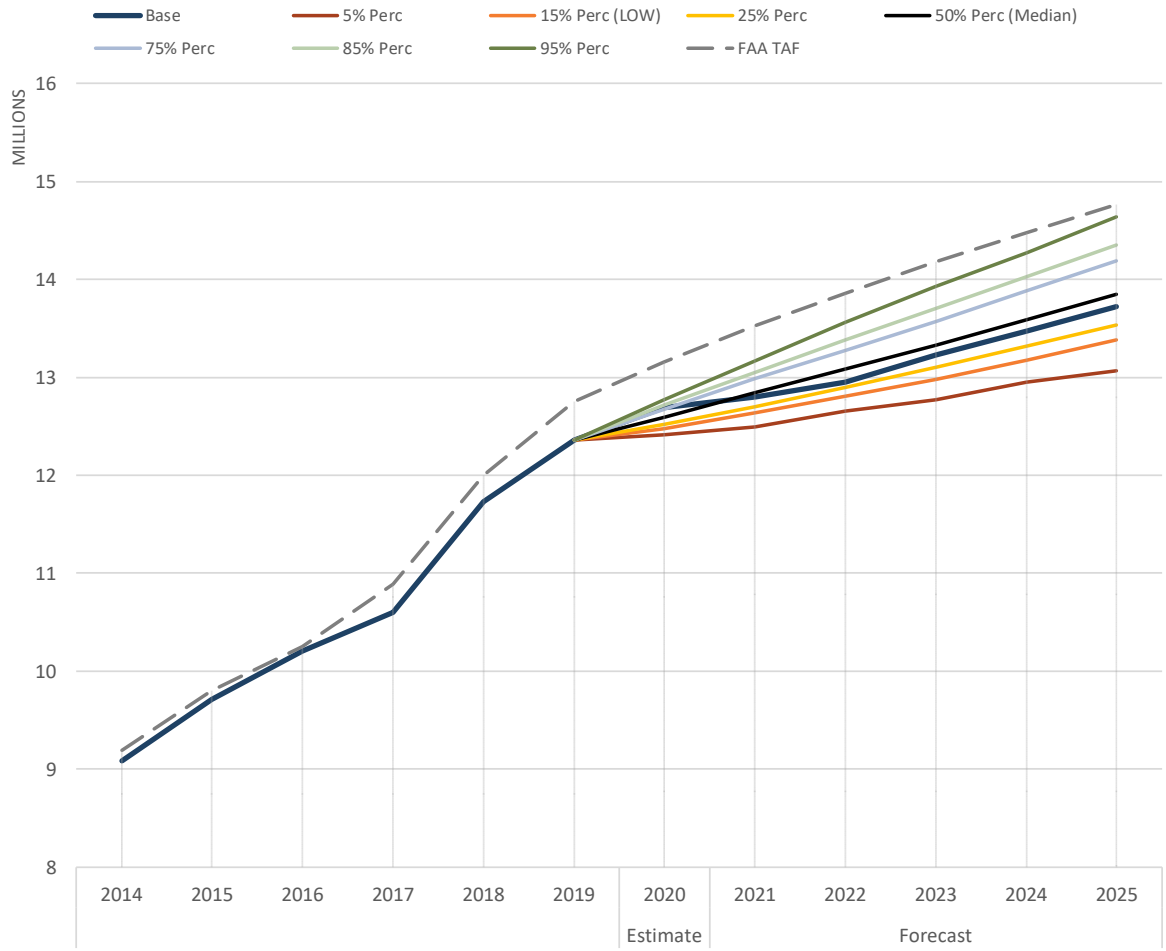
* Forecasts are based on the annual enplanement growth rates predicted from the regression model of Landings under low growth assumptions for the trends in key demand drivers.
CAGR: Compound average growth rate.

Comparison of Enplanement Forecasts with FAA Terminal Area Forecast (TAF)

The FAA develops annual airport forecasts for planning, budgeting, and staffing purposes (the Terminal Area Forecast, or TAF). The most recent TAF was published in February 2019. Forecast publications lag more than a year behind forecast development, and so the latest TAF considers actual performance only through federal fiscal year 2017 (which ended on September 30, 2017). According to the TAF, annual enplanements will grow at an average rate of 2.3 percent, reaching 14.8 million in FY 2025—7.6 percent higher than this report's base forecast for that year. A large part of the difference between the FAA TAF and the base forecast can be explained by the difference in enplanement levels for FYs 2018 and 2019. The TAF presents *estimated* enplanements for the federal fiscal years (ending September) 2018 and 2019, while the base forecast presents *actual* enplanements for the corresponding Airport's fiscal years (ending June). Differences also occur between the historical SAN enplanements according to the Authority's records and the historical SAN enplanements shown in the TAF due to the timing difference between the Authority's fiscal year and the federal fiscal year used in the TAF. This was especially true in 2017, when the TAF captured SAN's aggressive growth in July – September 2017 in the federal fiscal year ended September 30, 2017, while the growth in those months fell in the Authority's FY2018.

Figure 3-16 compares a range of forecast enplanements, which includes select Monte Carlo simulation results, the base forecast, the low forecast, and the FAA TAF for SAN.

Figure 3-16: Comparison of SAN Forecast with FAA Terminal Area Forecast by Fiscal Year



Notes: Except for FY2020, forecasts are based on the annual enplanement growth rates predicted from the regression model of enplanements under base and low growth assumptions for the trends in key demand drivers.
FY2020 forecast is based partly on available airline schedules for the first six months of the fiscal year.

3.4 Sources of Forecast Risk and Uncertainty

The forecasts of Landings are based on information available at the time of analysis, measurable factors that drive air travel demand, and assumptions about the availability and characteristics of airline service at the Airport. These assumptions may not hold in the future, so that actual Landings could differ materially from the forecasts. In addition, broader factors affect the aviation industry and the Airport, and they could bring risk and uncertainty to the forecasts.

3.4.1 Economic Conditions

National and regional economic conditions affect airport traffic trends. The national economy is a major driver of the regional economy as a whole, and it is an important determinant of air travel demand. Economic expansions increase income, boost consumer confidence, stimulate business activity, and increase demand. In contrast, economic recessions reduce income, diminish consumer

confidence, dampen business activity, and weaken demand. Generally, air travel demand declines during economic recessions and grows during economic recoveries and expansions. While the diversity of the regional economy helps temper the effects of business cycles, the regional economy is vulnerable to a national economic recession as deep as the Great Recession in 2008-2009.

The U.S. economy has now entered its 11th year of expansion after the Great Recession, surpassing its previous record 10-year expansion. Driven by growth in consumer spending and business investment, the U.S. economy is predicted to continue growing over the next few years, although recession risks are always present. The sources of economic risks include political and economic policy uncertainty, international trade tensions, the high level of U.S. government and private debt, tightening labor market, stock market volatility, slowing global economy, and continuing political tensions abroad.

3.4.2 Trends in Oil Prices and Jet Fuel Prices

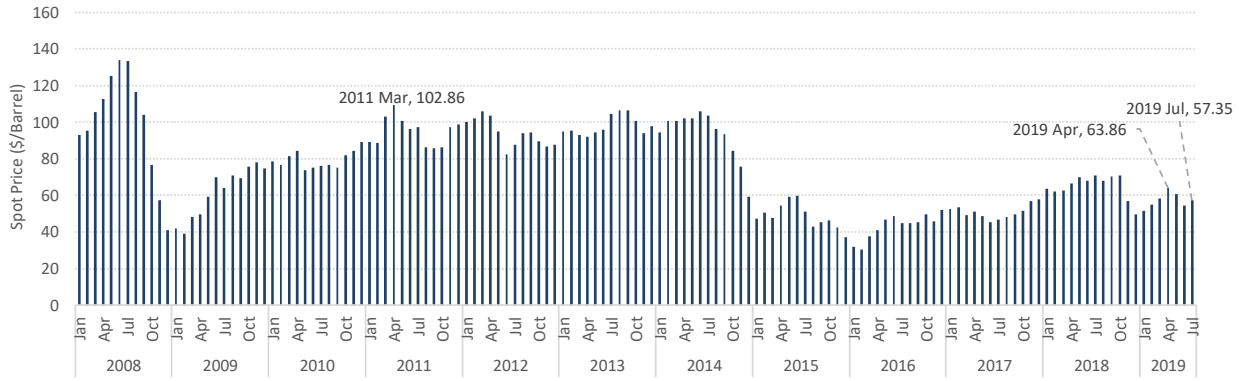
Oil prices affect one of the largest components of airline costs—jet fuel. The sharp increase in oil prices in the past decade (Figure 3-17) caused sharp increases in jet fuel costs (Figure 3-18). The U.S. airline industry suffered huge financial losses, pushing many airlines into bankruptcy and prompting significant changes in airlines' operations and business practices. In contrast, the sharp decrease in oil prices since June 2014 has brought airlines windfall profits, allowing them to renew their fleets and invest in other service improvements.

World oil prices slowly recovered after June 2017, raising the average spot price per barrel for 2017 to $50.79. Prices continued to increase to nearly $71 through October 2018, before dropping down to $49.52 within two months in December 2018. They have risen steadily since then, reaching a high of $63.86 in April 2019. As of July 2019, oil prices are $57.35. According to the U.S. Energy Information Administration short-term energy outlook, WTI spot prices are expected to remain around $60 per barrel in the summer months of 2019, before dipping just below to $60 per barrel through 2020.[43]

U.S. airlines yet again face increases in jet fuel prices, although this time with more fuel-efficient fleets, more cost-efficient business operations, and better financial conditions.

[43] U.S. Energy Information Administration Summer Fuels Outlook, April 2019.

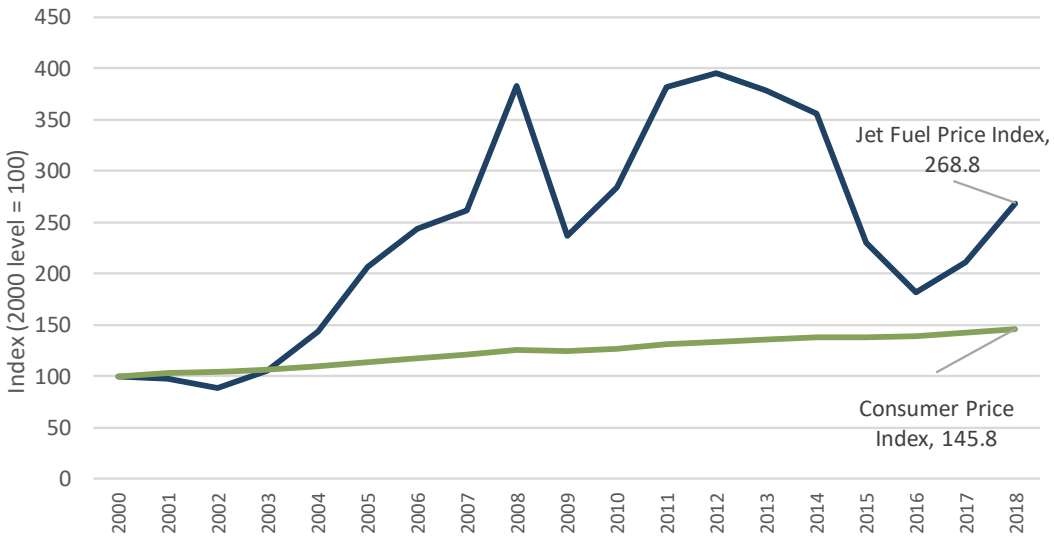
Figure 3-17: Crude Oil Prices



Sources: U.S. Energy Information Administration and Unison Consulting, Inc.

Jet fuel prices increased and decreased along with oil prices. They have decreased from their highest levels in 2012, but have been increasing again in the past two years (Figure 3-18). The overall increase in jet fuel prices from 2000 to 2019 (169 percent) was substantially higher than the general increase in consumer price over the same period (46 percent). The sharp decrease in jet fuel prices since 2014 has contributed to record profits for airlines.

Figure 3-18: U.S. Jet Fuel and Consumer Price Indexes



Sources: U.S. Bureau of Transportation Statistics, U.S. Bureau of Labor Statistics, and Unison Consulting, Inc.

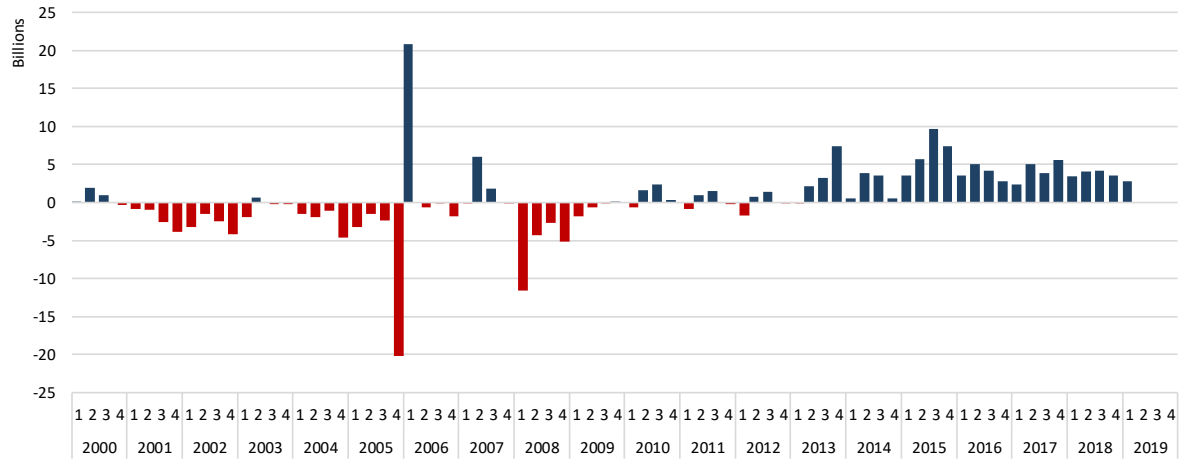
3.4.3 Financial Health of the U.S. Airline Industry

Since 2000, the U.S. airline industry has incurred losses in seven years, totaling $83.9 billion, and has made profits in 11 years, totaling $125 billion (Figure 3-19). The period since 2010 has been one of the industry's most profitable periods.

The losses were incurred prior to 2010, when the demand for air travel declined following the September 2001 terrorist attacks and during the Great Recession, and when fuel prices increased to record levels. Jet fuel prices increased steadily from 2002 to 2008. The greatest increase in jet fuel prices—a 44 percent increase—occurred in 2005, and the airline industry also posted their greatest quarterly loss in 2005. Mounting financial difficulties forced many airlines into bankruptcy and liquidation. Surviving airlines merged, cut costs, retired fuel-inefficient aircraft, scaled back networks, changed pricing of airline services, and took many other measures to improve financial results. Airlines began to see profits in 2006, but they were unable to sustain them through the Great Recession in 2008 and 2009.

The airline industry has been earning profits more steadily since 2010, reaping the benefits of lower fuel prices, capacity discipline, traffic recovery along with global and U.S. economic recovery. Amid strong air travel demand, airlines have been able to raise airfares and earn substantial revenues from ancillary services. Airports have benefitted with increases in airline service.

Figure 3-19: Net Profit of U.S. Passenger Airlines



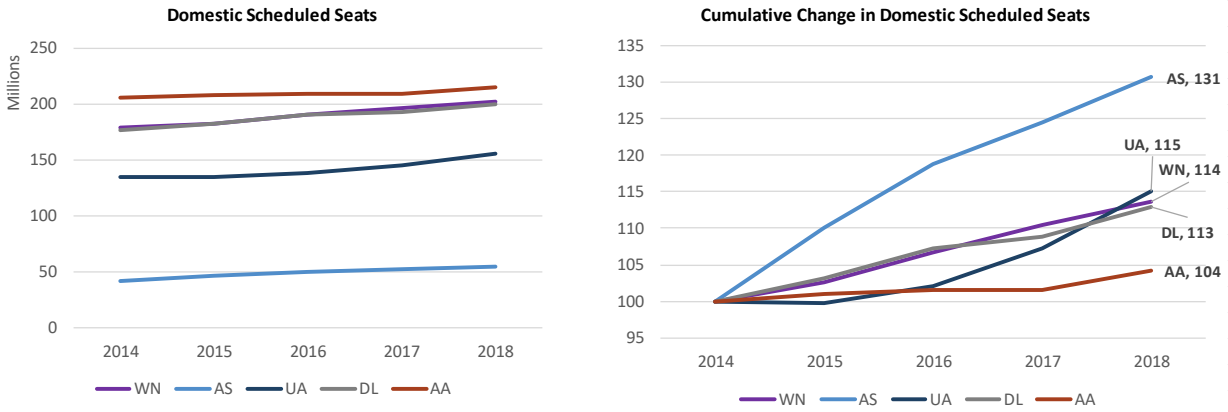
Sources: U.S. Bureau of Transportation Statistics and Unison Consulting, Inc.

3.4.4 Performance of the Airport's Largest Carrier

The market performance of major airlines can affect future Airport traffic. The five major airlines accounted for approximately 88 percent of the Airport's total passengers in FY2019—Southwest (38 percent), Alaska (14 percent), United (13 percent), Delta (12 percent), and American (12

percent). Their combined share of SAN passenger traffic has remained relatively constant since FY2015. In recent years, all five carriers have been earning profits, aided by the continuing economic expansion and relatively stable fuel prices. They have also been adding capacity as shown in Figure 3-3-20 for the U.S. domestic market.

Figure 3-3-20| Domestic Scheduled Seats by the Five Major U.S. Airlines



AA – American Airlines (includes US Airways in 2014-2015)
AS – Alaska Airlines (includes Virgin America in 2014-2018)
DL – Delta Airlines
UA – United Airlines
WN – Southwest Airlines (includes AirTran Airways in 2014)
Source: OAG Schedules Analyzer.

Southwest Airlines

Southwest is the largest scheduled domestic market U.S. carrier, based on its share of U.S. system revenue passenger miles (17.83 percent in 2018). In 2018, Southwest reported its 46th consecutive annual net income of $2.5 billion, maintaining its record as the only major U.S. airline that has remained consistently profitable through all the downturns in the airline industry. Southwest's business strategy centers on cost discipline and profitably charging competitively low fares. Adjusted for stage length, Southwest has lower unit costs, on average, than the majority of major domestic carriers.

Southwest is able to keep its costs low by (1) using a single aircraft type, the Boeing 737, (2) operating an efficient point-to-point route structure, and (3) achieving high labor productivity. Southwest began flying Boeing's new 737 MAX 8 aircraft in October 2016, believed to be the best narrow-body airplane of comparable size in the world in terms of fuel efficiency and noise reduction. As of December 31, 2018, Southwest had 31 737 MAX 8 in its fleet of 750 Boeing 737 aircraft. Southwest expects to grow its fleet to 794 aircraft by the end of 2019.

Like other airlines, Southwest cut capacity during the last recession and the early years of economic recovery. Like other airlines, it began increasing capacity in recent years—2015 was the turning point for Southwest's domestic capacity as shown in Figure 3-3-20. Southwest's scheduled

domestic seats in 2018 were up 14 percent from 2014. Southwest expects to continue its strategic capacity increases in 2019.[44]

Alaska Airlines

Alaska's share of U.S. system revenue passenger miles was 7 percent in 2018. Alaska acquired Virgin America in December 2016, over a year before Virgin America ended its operations at SAN in May 2018. Since the merger, Alaska has continued to grow its nonstop markets, daily flights and other service metrics, improving its overall competitive position amongst mainline carriers. Alaska reported a net income of $437 million in 2018, continuing to post a net annual profit for over a decade (since 2007).

As of December 2018, Alaska owned or leased 233 aircraft in its mainline fleet and 97 aircraft in its regional fleet. The carrier primarily operates a fleet of Boeing 737 aircraft and a few Airbus A320 family aircraft that were formerly flown by Virgin America. Alaska added 5 more aircraft to its mainline fleet in 2019, and it has two Boeing 737 MAX 9 and one Airbus A320 neo aircraft close to delivery.[45]

As shown in Figure 3-3-20, Alaska has consistently increased its domestic capacity through 2018. It outpaced the other four major carriers by growing its domestic seats by an impressive 31 percent between 2014 and 2018.

United Airlines

United is the fourth largest scheduled domestic market U.S. passenger carrier, as measured by its share of U.S. system revenue passenger miles (15.04 percent in 2018). United merged with Continental Airlines in October 2010 and began operating as a single airline in November 2011. United reported $2.1 billion in net income for 2018. It has consistently earned a net annual profit since 2013.

In 2018, United added 21 new Boeing aircraft to its fleet, including four 777-300ER, four 787-9, three 787-10 and ten 737 MAX 9 aircraft. As of December 2018, United had 770 aircraft in its mainline fleet and 559 aircraft in its regional fleet. United plans to expand its mainline and regional fleets to 803 and 568, respectively, by the end of 2019.[46]

As shown in Figure 3-3-20, United continued to cut its domestic seats through 2015, but has since turned around to increase its scheduled domestic seats in 2018 by 15 percent more than its 2014 schedules.

American Airlines

American is the second largest scheduled domestic market U.S. passenger carrier, based on its 17.82 percent share of U.S. system revenue passenger miles in 2018. American earned a net income

[44] Southwest Airlines Co. Fourth Quarter -Form 10K, February 5, 2019.

[45] Alaska Airlines Investor Updates Form 8K, July 25, 2019.

[46] United Airlines Reports on Full-Year and Fourth-Quarter 2018 Performance, and Investor Update, January 15, 2019.

of $1.41 billion in 2018, and it has been profitable in every year since emerging from bankruptcy and merging with U.S. Airways in December 2013. As a result of the merger, US Airways Group became a subsidiary of AMR Corporation, which changed its name to American Airlines Group Inc. (AAG). US Airways operations were fully integrated into American Airlines in late 2015.

As of year-end 2018, American had 956 aircraft in its mainline fleet and 595 aircraft in its regional fleet. As of January 2019, American expects to expand its mainline fleet with 47 new Boeing 787s to replace retiring aircraft in its fleet.

As shown in Figure 3-3-20, American has steadily increased domestic seat capacity since 2014, albeit very slowly. American's scheduled domestic seats in 2018 were up 4 percent from 2014.[47]

Delta Air Lines

Delta is the third largest scheduled domestic market U.S. carrier, accounting for 16.88 percent of U.S. system revenue passenger miles in 2018. Delta earned a net income of $5.1 billion in 2018, consistently earning an annual profit since 2010.[48] Delta merged with Northwest Airlines in October 2008 and completed the integration of the two airlines in 2010.

As of December 31, 2018, Delta has 1,025 aircraft in its fleet. Delta took delivery of 68 new aircraft in 2018, including five Airbus A350s and four Airbus A220s, toward meeting its target of 30 percent mainline fleet renewal by 2020.[49]

As shown in Figure 3-3-20, Delta has steadily increased domestic seat capacity since 2014, posting a cumulative increase of 13 percent from 2014. Delta plans to continue increasing seat capacity in 2019.

3.4.5 Grounding of the Boeing 737 MAX

Following the Ethiopian Airlines 737 MAX crash on March 10, 2019, the FAA ordered the grounding of those airplanes on March 13, 2019. As of March 2019, there are 34 in Southwest Airlines' fleet, 24 Boeing 737 MAX in American Airlines' fleet, and 14 in United Airlines' fleet.[50] The grounding of this aircraft over an extended period could limit the ability of these airlines to implement their planned capacity increases. The Authority reports that to date, the impact of the grounding of the Boeing 737 MAX at SAN has been minimal.

3.4.6 Airline Mergers

Responding to competition, cost and regulatory pressures, the airline industry has been consolidating. Airline mergers affect service and traffic at airports, when they consolidate facilities, optimize route networks, and route connecting traffic through other hubs. The impact on affected airports usually plays out within a few years—sometimes immediately—following the merger. The

[47] American Airlines Investor Relations Update, January 24, 2019.
[48] Delta Air Lines Earnings Releases, various years.
[49] Delta Air Lines Investor Day 2017, December 14, 2017.
[50] Airlines' fleet details in Planespotters.net.

impact can be significant or trivial, depending upon whether the merging airlines have a large market share at an airport and whether they carry significant connecting traffic through the airport.

Recent mergers include Delta and Northwest in 2008, United and Continental in 2010, Southwest and AirTran in 2011, American and US Airways in 2013, and Alaska and Virgin America in 2016. After the United-Continental merger, the combined seats of the two airlines at the Airport decreased beginning FY2011, and the decreases persisted through FY2015. Following the American-US Airways merger, their combined seats at the Airport increased each year through FY2016, except in FY2015. The decreases in Southwest's seats at the Airport following Southwest's acquisition of AirTran could not be clearly attributed to the merger, because of other developments affecting Southwest's network decisions at the time. The effects of the Alaska-Virgin America merger have yet to be seen. So far, the combined seats of the two airlines at the Airport have increased—by 9.5 percent in FY2018 and by 1.6 percent in FY2019.

3.4.7 Aviation Security, Health and Safety Concerns

Concerns about security, health, and safety influence consumer travel behavior. Even with tightened security measures implemented by the Department of Homeland Security, terrorism remains a serious threat to the aviation industry. Additionally, the stringent airport security screening and long waits at security screening lines discourage air travel particularly to destinations that can be reached by ground transportation within a reasonable amount of time. Health and safety concerns can also cause temporary dips in traffic in affected routes.

3.4.8 Structural Changes in Travel Demand

Consumers alter their travel patterns in response to changes at airports, changes in airline business practices, and changes in technology. For example, the stringent airport security screening and long wait times at airports after the 2001 terrorist attacks decreased the demand for air travel for short-haul trips. Intense fare competition and the ease of comparison shopping allowed by the internet have made consumers more price-sensitive. The widespread use of tele- and video conferencing has decreased the need for business travel.

3.4.9 Competition from Other Nearby Airports

Section 2 identified the commercial service airports within 150 road miles of SAN, and it discussed the extent by which each airport could compete with SAN for passenger traffic. With the exception of LAX (125 miles north of SAN), none of the other Southern California airports pose significant competition to SAN for passenger traffic. Across the border in Mexico, just 24 miles south of SAN, is the Tijuana Rodriguez International Airport (TIJ) serving mostly destinations in Mexico.

3.4.10 Airfield and Curfew Constraints

The Airport has a single runway, which will eventually cause congestion and limit traffic growth. Runway additions will be difficult because of the following obstacles: 1) significant geographic obstructions (including high terrain to the northeast and southwest of the Airport); 2) manmade obstructions, such as office buildings, to the northeast, east, and southeast of the Airport; 3) major

land acquisition requirements; 4) extensive infrastructure impacts; 5) local resident opposition; and 6) increased noise impacts. According to the SAN Master Plan, runway congestion is anticipated to occur when annual aircraft operations reach between 260,000 and 300,000. Annual aircraft operations are not projected to reach this range during the forecast period.

Beyond the forecast period, the Next Generation Air Transportation System (NextGen) offers significant improvements to the air traffic control system that could increase SAN air traffic capacity, regardless of the constraint to airfield expansion. NextGen refers to the ongoing, wide-ranging transformation of the National Airspace System (NAS) including the change from a ground-based air traffic control system to a satellite-based management system.

In addition to airfield capacity restrictions, the Airport operations are subject to restrictions relating to noise abatement. Section 9.40 of the San Diego County Regional Airport Authority Code, which sets forth the regulations of the Authority that restrict and regulate certain operations at the Airport, prohibits aircraft departures between 11:30 p.m. and 6:30 a.m. Commercial passenger aircraft departures at SAN are scheduled outside of the restricted hours.

3.5 Summary

Passenger Landings at SAN have been driven by growth in the region's population and economy. Enplanement trends have also tracked closely with the national business cycle, growing during economic expansions and declining during recessions. During the longest U.S. economic expansion of the 1990s, the SAN's Landings grew steadily and reached 8 million in FY2000. The Airport's passenger traffic then suffered a brief but significant decline through FY2002, as a result of the September 11, 2001 terrorist attacks and a recession which ended the 10-year U.S. economic expansion.

The Airport enjoyed six consecutive years of growth after FY2002, setting another record of 9.4 million Landings in FY2008. Demand weakened and airlines reduced capacity during the Great Recession and the early years of recovery, causing SAN's Landings to decrease to 8.4 million in FY2011. Landings at the Airport recovered after FY2011, as the U.S. and the regional economies continued to grow, and as airlines added more capacity. SAN's passenger traffic surpassed the FY2008 peak levels with a 7 percent year-over-year growth in FY2015, and grew another 5 percent in FY2016 to reach 10.2 million passengers. The Airport has continued to grow through FY2019, posting a record 10.7 percent growth in FY2018 and growing another 5.3 percent the following year, to reach 12.4 million Landings in FY2019. The past eight years have been SAN's longest consecutive growth period.

To develop forecasts of commercial aviation activity, a hybrid modeling approach was taken. This approach provides a systematic framework for incorporating both scheduled air service supply and market demand drivers. The near-term forecast is capacity-driven, as it uses published airline schedules to project airport activity. The long-term forecast is demand-driven, where a multivariate time series regression model is developed to quantify the relationship between enplanement trends and market demand drivers: regional and national economic growth trends, changes in the price of air travel, and structural changes in the industry following September 11, 2001. Recognizing

uncertainty in the key drivers of the enplanement regression model, risk analysis is performed using a sampling method known as Monte Carlo simulation.

A base forecast scenario and a low forecast scenario are provided for input into the financial analysis. The base forecast Landings result from the regression model specification and assumptions. The low forecast Landings are based on 15-percentile results of the Monte Carlo simulation. In the base forecast, Landings at SAN are forecast to grow from 12.7 million in FY2020 to 13.7 million in FY2025 (1.6 percent average annual growth). Assuming further increases in boarding load factors, seats per flight, and landed weight per flight, aircraft landings are expected to increase 0.9 percent annually from 106,600 in FY2020 to 111,400 in FY2025, while landed weight is projected to increase from 14.91 billion pounds to 15.97 billion pounds over the same period (1.4 percent average annual growth). The low forecast scenario projects slower growth in air traffic beginning in FY2020. In this scenario, Landings are forecast to reach 13.4 million in FY2025 (1.4 percent average annual growth), while aircraft landings increase to 109,400 (0.7 percent average annual growth) and landed weight grows to 15.63 billion pounds (1.3 percent average annual growth) over the same period.

Section 4 Airline Operating and Lease Agreement

The Authority has entered into separate, but substantially similar, Airline Operating and Lease Agreements (the AOLA) with 12 passenger airlines and three all-cargo carriers operating at the Airport (the Signatory Airlines). The passenger air carriers that are currently Signatory Airlines are the following: Air Canada, Alaska, American, Delta, Frontier, Hawaiian, Japan Airlines, JetBlue, Southwest, Spirit, United, and WestJet. The all-cargo air carriers that are currently Signatory Airlines are: Atlas, Federal Express, and UPS. Collectively, the Signatory Airlines represent about 99 percent of annual Landings and landed weight at the Airport.

Five of the Signatory Airlines have entered into agreements with affiliated passenger airlines (the Affiliate Airlines) to operate smaller aircraft on behalf of those Signatory Airlines. The Affiliate Airlines have each executed an agreement with the Authority and the applicable Signatory Airline (the Affiliate Airline Operating Agreement). The Affiliate Airline Operating Agreements allow the Affiliate Airlines to operate at SAN on behalf of the applicable Signatory Airlines without the Affiliate Airlines having to execute an AOLA. The same rates, fees, and charges applicable to the Signatory Airlines' operations at SAN generally apply to the Affiliate Airlines' operations at SAN. In the event an Affiliate Airline fails to pay fees to the Authority, the applicable Signatory Airline is responsible for the fees and charges billed to its Affiliate Airline. The Affiliate Airlines currently operating at SAN are Air Canada Rouge and Jazz (affiliated with Air Canada), Compass (affiliated with American and Delta), Horizon (affiliated with Alaska), and SkyWest (affiliated with Alaska, Delta, and United).

The following airlines currently operate at SAN pursuant to the Non-Signatory Airline Operating Agreement (the Non-Signatory Airlines): Allegiant, British Airways, Edelweiss, Lufthansa, Sun Country, Ameriflight, and West Air.

4.1 Term

The term of the AOLA began on July 1, 2019 and will terminate at the close of business on June 30, 2029.

4.2 Use of Premises

The AOLA grants to the Signatory Airlines the right to use the Airport, in common with others so authorized, for the purpose of conducting their business for the commercial transportation by air of persons, property, mail, parcels and/or cargo. The Authority leases to the Signatory Airlines the following types of premises (Premises) of the Airport, as defined in the AOLA: Exclusive Use Premises; Shared Use Premises; Joint Use Premises; Common Use Premises; Unenclosed Operations Premises; and Aircraft Parking Premises. The AOLA contains provisions that provide the Authority flexibility to relocate Signatory Airlines, as necessary, to accommodate the implementation of improvements at the Airport, including implementation of the ADP, for accommodation of the traveling public, or in order to maximize the use of the Terminal.

4.3 Significant Changes from Prior Airline Agreement

The AOLA contains a number of new provisions that were not included in the prior Airline Agreement. These provisions were successfully negotiated by the Authority to enhance the Authority's ability to meet its financial obligations and fund future capital improvements[51]. The major changes include the following:

- A Major Maintenance Fund is established to fund capital projects in the Airfield Area, Terminal Area, Common Use Systems, and Airline Terminal Support Cost Centers and Capital Projects in Indirect Cost Centers to the extent allocable to such cost centers. Each Fiscal Year, the Authority will deposit $40.0 million into the Major Maintenance Fund, from the following revenue sources: $15.0 million from the Airfield Area; $15.0 million from the Terminal Area; and $10.0 million from non-airline revenue.
- Coverage Charges are included in the calculation of airline rates and charges, as needed, to ensure that 1.4 times debt service cash flow coverage is maintained.
- Any Coverage Charges available for use after the year-end reconciliation shall be used by the Authority to either (1) reduce the amount of outstanding bonds, or (2) make a supplemental deposit to the Major Maintenance Fund.
- Any available cash over 600 Days Cash on Hand (DCOH) may be used by the Authority to either (1) reduce the amount of bonds outstanding in a subsequent Fiscal Year or (2) fund future capital projects.
- The Authority may reallocate PFCs in order to manage the level of Cost per Enplanement (CPE). For the three years prior to the Date of Beneficial Occupancy (DBO) of the new Terminal Facilities planned to be constructed in the Airport Development Plan (ADP), the Authority will set aside $30.0 million per year in PFCs previously approved by the FAA, to pay Debt Service in the Terminal Area during the three full Fiscal Years starting with the DBO of the new Terminal facilities planned as part of the ADP.
- If the total payments made by an air carrier during any Fiscal Year for its rates and charges are less than $500,000 for a passenger air carrier and $250,000 for a cargo carrier, the air carrier is required to make a supplemental payment such that its total payments equal the minimum required amount of $500,000 for a passenger air carrier and $250,000 for a cargo carrier.
- Authority space in the Terminal is excluded from Leasable Premises (which is used in the calculation of the Terminal Rental Rate for the airlines).
- No right for either party to terminate on 90 days' notice.

[51] All capitalized terms used in this section refer to defined terms in the AOLA.

- Rates for Non-Signatory Airlines are established at a 20 percent premium over the rates for Signatory Airlines.

4.4 Rentals, Fees, and Charges

The Signatory Airlines pay to the Authority certain rentals, fees, and charges in consideration for their use of Airport facilities. The landing fee is calculated according to a cost center residual methodology, and the terminal rental rate is calculated according to a cost center compensatory methodology. The methodologies for calculating the airline rates and charges, as specified in the Airline Agreement, are described in the following paragraphs.

In order to allocate the costs of operating, maintaining, and developing the Airport for the purposes of setting airline rates and charges, the Authority has established various cost centers.

The Authority establishes the following types of airline fees and charges:

- Landing Fees
- Aircraft Parking Position Rentals and Fees
- Terminal Rental Rates
    - Rent for Exclusive Use Premises
    - Joint Use Charges
    - Common Use Fees
    - Rent for Shared Use Premises
- Other Fees and Charges
- Non-Signatory carriers pay Non-Signatory Airline Rates, Fees, and Charges

The Authority shall review the rentals, fees and charges at least once during each Fiscal Year. If such a review reveals a variation of more than five (5) percent between actual expenses and/or activity levels and those originally estimated by the Authority, the Authority may, after consulting with the Signatory Airlines, adjust the rentals, fees, and charges. A year-end reconciliation is also required by the Airline Agreement. Within six (6) months after the end of each Fiscal Year, the Authority is required to calculate the final rentals, fees, and charges based on the actual expenses and activity for the Fiscal Year. Any variations between the amounts paid by the Signatory Airlines and the amounts calculated based on actual expenses and activity are to be either refunded by the Authority to the Signatory Airlines or paid to the Authority by the Signatory Airlines.

4.4.1 Landing Fees

The Signatory Airlines are required to pay for their use of the Airfield Area based on the Landing Fee rate, which is set at the beginning of each Fiscal Year, by first determining the *Airfield Area Requirement*, which is calculated as the sum of: O&M Expenses; Annual Net Debt Service; Amortization Charges; Reserve Deposits; Coverage Charges; Major Maintenance Fund Deposits; Bad Debt Expenses; and Fuel System Costs; minus fuel flowage fee revenue; fingerprinting revenue; ground handling concession revenue; 70 percent of inflight catering revenue; and any federal, State, or local grants allocable to the Airfield Area. The Landing Fee Rate is calculated by deducting from

the Airfield Area Requirement the sum of Non-Signatory Landing Fees; Aircraft Parking Position Rentals; Aircraft Parking Position Turn Fees; and Aircraft Parking Position Overnight Fees; and then dividing by the cumulative Maximum Gross Landed Weight of the Signatory Airlines (in thousand-pound units) for the Fiscal Year.

4.4.2 Aircraft Parking Position Rentals and Fees

In consideration for their use of Aircraft Parking Positions, the Signatory Airlines pay the following rentals and fees:

- Aircraft Parking Position Rentals, which are paid by Signatory Airlines for Terminal parking positions associated with preferential use gates and cargo parking positions.
- Aircraft Parking Position Turn Fees, which are charged for each operation utilizing a Terminal parking position associated with any of the following: a common use gate; an accommodation of an airline requesting a gate on a preferential use basis or a cargo parking position; a cargo carrier operation on a remote parking positions; and an accommodation of a cargo carrier on another cargo carrier's cargo parking position.
- Aircraft Parking Position Overnight Fees, which are charged for each operation parking overnight at any of the following locations: remote parking positions; Terminal parking positions associated with common use gates; accommodations on Terminal parking positions associated with preferential use gates; and accommodations on cargo parking positions.

The percentage of the Airfield Area Requirement allocated to the Aircraft Parking Position calculation is 20 percent, compared to 10 percent in the prior Airline Agreement.

4.4.3 Terminal Rental Rates

The Signatory Airlines are required to pay rent for rent for Exclusive Use Premises[52], Joint Use Charges and Common Use Fees for their use of the Terminal Area based on the Terminal Renal Rate, which is set at the beginning of each Fiscal Year, by first determining the *Base Terminal Area Requirement*, which is the sum of: O&M Expenses, Annual Net Debt Service, Amortization Charges, and Reserve Deposits allocable to the Terminal Area; minus federal, State, or local grants received to offset those amounts, and minus FIS fee revenue. The *Base Terminal Area Rental Rate* is calculated by dividing the Base Terminal Requirement by the square footage of the Leasable Premises. The *Supplemental Terminal Rental Rate* is calculated by dividing the sum of Coverage Charges, Major Maintenance Fund Deposits, and Bed Debt Expense allocable to the Terminal Area

[52] Exclusive Use Premises are defined in the AOLA as those areas in the Terminal used exclusively by an airline, including (a) ticket counters, free-standing self-service kiosks, skycap podiums, curbside positions, and associated queuing space in Terminal 1 on a transitional basis until the DBO of new Terminal facilities to be constructed in the ADP; and (b) certain ticket offices and baggage service offices, airline clubrooms, and operational support areas.

by the square footage of the Airline Leased Premises. The *Terminal Renal Rate* is calculated as the sum of the Base Terminal Rental Rate and the Supplemental Terminal Rental Rate.

Joint Use Charges

The Signatory Airlines and Non-Signatory Airlines are required to pay Joint Use Charges for their use of the Joint Use Premises and Airline Terminal Support[53]. The Joint Use Charges are determined by first calculating the Joint Use Requirement (the Terminal Rental Rate multiplied by the total square footage of the Joint Use Premises), plus the sum of the O&M Expenses, Annual Net Debt Service, Amortization, and Coverage Charges attributable or allocable to Airline Terminal Support[54], minus rental payments received for Unenclosed Operations Premises[55]. The Joint Use Charges are calculated as 10 percent (10%) of the Joint use Requirement, minus: (a) any Non-Signatory Airline Joint Use Charges, minus (b) the number of Signatory Airlines, excluding Cargo Carriers, with one percent (1%) or less of the Landings at the Airport multiplied by two-tenths of one percent (0.2%) of the Joint Use Requirement, divided by (c) the number of Signatory Airlines, excluding Cargo Carriers, with more than one percent (1%) of Landings at the Airport.

Common Use Fees

The Signatory Airlines and Non-Signatory Airlines are required to pay Common Use Fees for their use of Common Use Premises and Common Use Systems[56]. The Common Use Fee is determined by multiplying the Terminal Rental Rate by the total square footage of the Common Use Premises, plus the sum of the O&M Expenses, Annual Net Debt Service, Amortization, and Coverage Charges attributable or allocable to the Common Use Systems, minus the sum of the O&M Expenses, Annual Net Debt Service, Amortization, and Coverage Charges attributable or allocable to Signatory Airlines

[53] Joint Use Premises are defined in the AOLA as those areas used by one or more air carriers, including but not limited to hold rooms, passenger screening areas and baggage claim areas, as such areas may be modified and expanded from time to time by the Authority. Airline Terminal Support is defined in the AOLA as Passenger Loading Bridges, Baggage Handling Systems, flight information displays (FIDS), gate information displays (GIDS), baggage information displays (BIDS), paging, and Authority provided staffing, contractual services, facilities, equipment, and other support systems that provide security and other resources supporting Passenger Carrier operations not specifically identified in the Terminal Area.

[54] Once new Terminal facilities are completed and opened under the planned ADP, the Joint Use Requirement will include an additional amount equal to the Terminal Rental Rate multiplied by the total square footage of the Shared Use Premises.

[55] The Unenclosed Operations Premises are defined in the AOLA as those areas between the terminal building and the apron that are not equipped with utility services and that are assigned to airlines.

[56] Common Use Premises are defined in the AOLA as those areas within the Terminal related to the ticketing of passengers and equipped with Common Use Systems including, but not limited to Common Use Ticket Counters, free-standing self-service kiosks, skycap podiums, curbside positions and Queuing Space, that are made available by Authority to Airline and to one or more other Passenger Carriers. Common Use Systems are defined in the AOLA as information technology-based systems owned by Authority and which accesses an airline's proprietary passenger processing network for passenger departure or arrival processing.

excluded from paying Common Use Fees[57], minus Non-Signatory Common Use Fees, divided by the total Signatory Airline Landings in Common Use System equipped terminals.

[57] Any Signatory Airline that uses only Exclusive Use Ticket Counters is excluded from Common Use Fees, but it is required to pay the sum of the O&M Expenses, Annual Net Debt Service, Amortization, and Coverage Charges attributable or allocable to their use of Common Use Systems.

Section 5 Financial Analysis

This section reviews the framework for the financial operation of the Authority, including key provisions of bond indentures that govern the Authority's senior revenue bonds (Senior Bonds) and subordinate revenue obligations (Subordinate Obligations). This section also (i) reviews the recent historical financial performance of the Authority, and examines the ability of the Authority to generate sufficient Net Revenues and Subordinate Net Revenues (as defined in the bond indentures and explained later in this Section)[58] in each Fiscal Year of the forecast period to meet the obligations of the bond indentures, and (ii) discusses the information and assumptions underlying the financial forecasts, which include Revenues, Operation and Maintenance Expenses (O&M Expenses), debt service requirements, and debt service coverage. The financial analysis presented in this section reflects the base case air traffic forecast scenario presented in Section 3.

5.1 Financial Framework

The Series 2019 Bonds and the Series 2020 Bonds are being issued as Subordinate Obligations under and subject to the terms of the Master Subordinate Trust Indenture, dated as of September 1, 2007 (the Master Subordinate Indenture), by and between the Authority and U.S. Bank National Association (the Subordinate Trustee), a Sixth Supplemental Subordinate Trust Indenture, to be dated as of _____, 2019 (the Sixth Supplemental Subordinate Indenture), by and between the Authority and the Subordinate Trustee, and a Seventh Subordinate Trust Indenture, to be dated as of _____, 2019 the Seventh Supplemental Subordinate Indenture), by and between the Authority and the Subordinate Trustee.. The Series 2019 Bonds and the Series 2020 Bonds are special obligations of the Authority, secured by and payable from the Authority's Subordinate Net Revenues and certain funds and accounts held by the Subordinate Trustee. Except as noted otherwise, all capitalized terms in this section have the meanings set forth in the Master Subordinate Indenture.

Prior to the issuance of the Series 2019 Bonds and the Series 2020 Bonds, the Authority has outstanding the following other long-term obligations that are secured by a pledge of Net Revenues or Subordinate Net Revenues of the Authority:[59]

- In July 2017, the Authority issued $291.2 million of Subordinate Series 2017A and Series 2017B Bonds (the Series 2017Bonds). The Series 2017 Bonds were issued pursuant to the Master Subordinate Indenture and a Fifth Supplemental Subordinate Trust Indenture, dated as of August 1, 2017 (the Fifth Supplemental Subordinate Indenture), by and between the Authority and the Subordinate Trustee. The Series 2017 Bonds are special obligations of the

[58] Capitalized terms not otherwise defined are used in this section as they are defined in the bond indentures.
[59] On February 1, 2014, the Authority issued $305.3 million of Senior Special Facilities Revenue Bonds (the "Series 2014 Bonds"), which are special limited obligations of the Authority, payable from and secured by a pledge of CFCs. The Series 2014 Bonds are not secured by a pledge of the Net Revenues or Subordinate Net Revenues of the Authority.

Authority, secured by a pledge of Subordinate Net Revenues (as defined in the Master Subordinate Indenture), and certain funds and accounts held by the Subordinate Trustee

- In 2013, the Authority issued $379.6 million of Senior Airport Revenue Bonds Series 2013A and Series 2013B (Series 2013 Bonds). The Series 2013 Bonds were issued as Senior Bonds pursuant to the Master Trust Indenture. The Series 2013 Bonds are special obligations of the Authority, secured by a pledge of and first lien on Net Revenues and certain funds and accounts held by the Senior Trustee.

- In 2010, the Authority issued $572.6 million of the Subordinate Series 2010, Series 2010B, and Series 2010C Bonds (the Series 2010 Bonds). The Subordinate Series 2010 Bonds were issued pursuant to the Master Subordinate Indenture and a Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "Second Supplemental Subordinate Indenture"), by and between the Authority and the Subordinate Trustee. The Series 2010 Bonds are special obligations of the Authority, secured by a pledge of Subordinate Net Revenues (as defined in the Master Subordinate Indenture), and certain funds and accounts held by the Subordinate Trustee. The Series 2010 Bonds are being refunded with proceeds from the Series 2019 Bonds and the Series 2020 Bonds.

The Authority also has short-term debt obligations. In 2017, the Board authorized the issuance of up to $125.0 million of Subordinate Airport Revenue revolving obligations with U.S. Bank National Association and up to $100.0 million of flexible drawdown bonds with RBC Municipal Products, LLC. These obligations are payable solely from and secured by a pledge of Subordinate Net Revenues, pursuant to the Master Subordinate Indenture. A portion of these short term obligations are being repaid with a portion of the Series 2019 Bonds.

Under the Master Senior Indenture, the Authority has covenanted to establish and collect fees and charges in each Fiscal Year which will generate Net Revenues at least equal to the following amounts: (a) the aggregate annual debt service on any outstanding Senior Bonds; (b) the required deposits to any Senior Debt Service Reserve Fund; (c) the reimbursement owed to any credit provider or liquidity provider as required by a Supplemental Senior Indenture; (d) the interest on and principal of any indebtedness other than Outstanding Senior Bonds, including Subordinate Obligations; and (e) payments of any reserve requirement for debt service for any indebtedness other than Outstanding Senior Bonds, including Subordinate Obligations.

The Authority has also covenanted to establish and collect fees and charges in each Fiscal Year which will generate Net Revenues at least equal to 125 percent of aggregate annual debt service on the Outstanding Senior Bonds. This provision is known as the "Senior Rate Covenant."

Under the Master Subordinate Indenture, the Authority has covenanted to establish and collect fees and charges in each Fiscal Year which will generate Subordinate Net Revenues at least equal to the following amounts: (a) the Aggregate Annual Debt Service required to be funded in each Fiscal Year on any Outstanding Subordinate Obligations; (b) the required deposits to any Subordinate Debt Service Reserve Fund; (c) the reimbursement owed to any credit provider or liquidity provider; (d) the interest on and principal of any indebtedness other than Special Facility Obligations, senior lien

revenue bonds and Outstanding Subordinate Obligations, including obligations issued with a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations; (e) payments of any reserve requirement for debt service for any indebtedness other than Senior Bonds and Outstanding Subordinate Obligations, including obligations issued with a lien on Subordinate Net Revenues ranking junior and subordinate to the lien of the Subordinate Obligations.

The Authority has also covenanted to establish and collect fees and charges in each Fiscal Year which will generate Net Revenues at least 110 percent of Aggregate Annual Debt Service on the Outstanding Subordinate Obligations. This provision is known as the "Subordinate Rate Covenant."

The Master Subordinate Indenture requires, as a condition to the issuance of new subordinate bonds, that the Authority demonstrate that it meets the requirements of the provision known as the "Additional Bonds Test (ABT)." The ABT can be met through a historical debt service coverage test (for 12 consecutive months out of the prior 18 months) which assumes that future bonds were already outstanding at the time of the historical test. Alternatively, the ABT can be met through the issuance of a certificate prepared by a consultant between the date of pricing and the date of delivery of the subordinate bonds showing that:

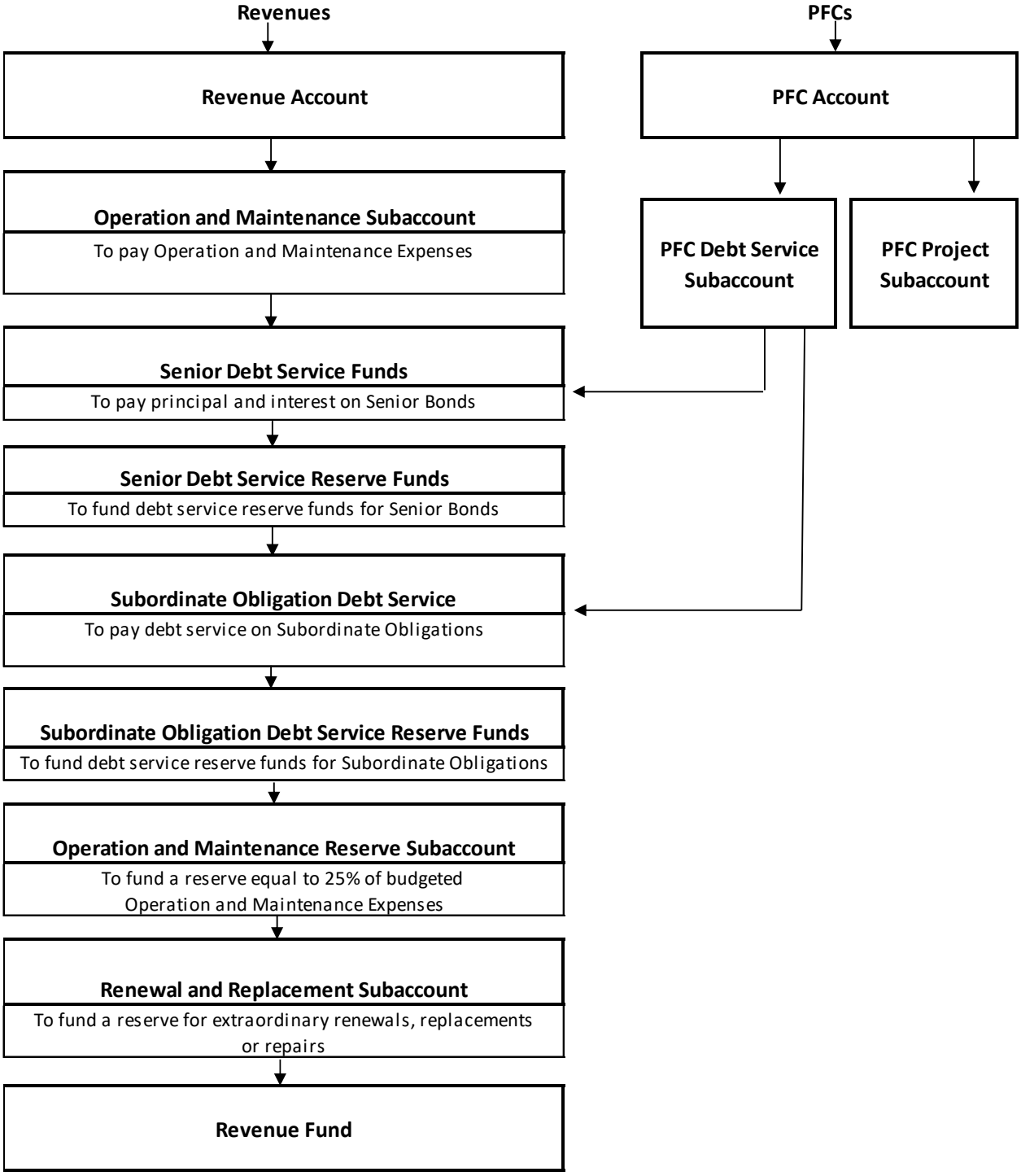
(i) the Subordinate Net Revenues for the last audited Fiscal Year or for any 12 consecutive months out of the most recent 18 consecutive months immediately preceding the date of issuance of the proposed subordinate bonds were at least equal to 110% of the sum of Subordinate Aggregate Annual Debt Service due and payable with respect to all Outstanding Subordinate Obligations for such applicable period;

(ii) for the period from and including the first full Fiscal Year following the issuance of the proposed new subordinate bonds through and including the last Fiscal Year during any part of which interest on the proposed new subordinate bonds is expected to be paid from the bond proceeds, the consultant estimates that the Authority will be in compliance with the rate covenant under the Master Subordinate Indenture; and

(iii) for the period from and including the first full Fiscal Year following the issuance of the proposed new subordinate bonds during which no interest on the proposed new subordinate bonds is expected to be paid from the bond proceeds through and including the later of: (A) the fifth full Fiscal Year following the issuance of the bonds, or (B) the third full Fiscal Year during which no interest on the bonds is expected to be paid from the proceeds of the bonds. the estimated Subordinate Net Revenues for each such Fiscal Year, will be at least equal to 110% of the Subordinate Aggregate Annual Debt Service for each such Fiscal Year with respect to all outstanding Subordinate Obligations, Unissued Subordinate Program Obligations and calculated as if the proposed series of Subordinate Obligations and the full Authorized Amount of such proposed Subordinate Program Obligations were then outstanding.

Figure 5-1 illustrates the application and priority in the uses of Revenues and PFCs, as specified in the Master Senior Indenture, the Master Subordinate Indenture, and the PFC Resolution.

Figure 5-1: Flow of Funds



Note: During a Fiscal Year, all PFCs in the PFC Account will be first deposited into the PFC Debt Service Subaccount until an amount equal to the PFCs irrevocably committed by the Authority to the payment of debt service on the Senior Bonds and/or the Subordinate Obligations for such Fiscal Year has been deposited to the PFC Debt Service Subaccount. No PFCs will be deposited to the PFC Project Subaccount during a Fiscal Year until the PFC Debt Service Subaccount has been fully funded.

5.2 Authority Financial Statements

The basic financial statements of the Authority are reported using the economic resources measurement focus and the accrual basis of accounting, which means that revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. The Independent Auditor's Report for the years ended June 30, 2018 and 2019 states that, in the opinion of the independent auditors, the Authority's financial statements for those years were presented in conformity with accounting principles generally accepted in the United States of America. Financial information is presented based on the Authority's fiscal year beginning July 1 of each calendar year and ending on June 30 of the succeeding calendar year. The Authority's FY 2019 financial statements show that as of June 30, 2019, the Authority had total assets of approximately $2,591.6 million, total liabilities of $1,731.3 million, and total net assets of approximately $853.3 million.

Table 5-1 summarizes the Authority's operating results for FY 2015 through FY 2019 presented in the audited financial statements, the Net Revenues presented in this Report, and a reconciliation between the two presentations. The Net Revenues presented in this Report are calculated pursuant to the definitions of Revenues, Operation and Maintenance Expenses (O&M Expenses), and Net Revenues included in the Master Senior Indenture – with the exception of grant reimbursements. Grant reimbursements are included in the definition of Revenues in the Master Senior Indenture, but they are excluded from the projections of Revenues in this Report, in order to reflect only the ongoing operations of the Authority. The reconciling items between the annual Operating Profit or Loss reported in the financial statements and the Net Revenues presented in this Report consist of depreciation and amortization expense[60], interest income (excluding interest earned on unspent PFCs and CFCs)[61], RCC busing expenses paid with CFCs[62], a planning grant[63], Governmental Accounting Standards Board (GASB) non-cash funded liability[64], and the Joint Studies Program expenses[65].

[60] Depreciation and amortization expense is included in Operating Expenses in the audited financial statements, but is excluded from the definition of O&M Expenses in the Master Senior Indenture.
[61] Interest Income, excluding interest earned on unspent PFCs and CFCs, is included in the definition of Revenues in the Master Senior Indenture, but is not included in the calculation of Operating Profit or Loss on the audited financial statements because it is classified as Non-Operating Revenue.
[62] The definition of O&M Expenses in the Master Senior Indenture excludes expenses paid with CFCs (the definition of Revenues excludes CFC revenue).
[63] In FY 2019 the Authority received a planning grant to reimburse operating expenses related to sustainability activities at the Airport.
[64] The GASB non-cash funded liability represents non-cash accounting entries made by the Authority to comply with reporting requirements for the audited financial statements.
[65] Joint Studies Program expenses are included in the definition of O&M Expenses in the Master Senior Indenture, but they are not part of the calculation of Operating Profit or Loss on the financial statements because they are included in Non-Operating Expenses.

Table 5-1: Historical Financial Results

Category	2015	2016	2017	2018	2019
Audited Statement of Revenues and Expenses					
Operating Revenues	$210,505,247	$233,994,051	$248,846,939	$266,079,130	$293,678,932
Less: Operating Expenses	(217,808,842)	(237,228,768)	(258,954,558)	(274,652,093)	(301,547,639)
Operating Gain (Loss)	**($7,303,595)**	**($3,234,717)**	**($10,107,619)**	**($8,572,963)**	**($7,868,707)**
Net Revenues per Master Senior Indenture					
Revenues	$214,770,544	$238,640,326	$255,540,859	$276,983,727	$306,683,097
Less: O&M Expenses	(142,781,639)	(151,327,219)	(154,455,699)	(157,246,523)	(165,925,555)
Net Revenue per Master Senior Indenture	**$71,988,905**	**$87,313,106**	**$101,085,159**	**$119,737,204**	**$140,757,542**
Reconciliation					
Operating Gain (Loss) per Financial Statements	($7,303,595)	($3,234,717)	($10,107,619)	($8,572,963)	($7,868,707)
Add: Depreciation and Amortization Expense	77,558,961	83,577,615	95,229,029	105,531,703	124,328,880
Add: Interest excluding interest on PFCs and CFCs	4,557,393	4,930,292	6,985,911	11,445,451	13,454,311
RCC Expenses	28,000	3,655,876	7,298,143	7,909,104	10,407,134
Actuarial Liability Adjustments	(2,711,376)	(1,514,601)	1,679,109	3,537,583	435,910
Joint Studies Program	(140,478)	(101,359)	0	(114,387)	0
Rounding	0	0	587	714	14
Net Revenue per Master Senior Indenture	**$71,988,905**	**$87,313,106**	**$101,085,160**	**$119,737,204**	**$140,757,542**

Please see discussion, including footnotes, on page 5-5 for explanation of the reconciling items.

5.3 Operation and Maintenance Expenses

The Master Senior Indenture defines "Operation and Maintenance Expenses," or "O&M Expenses," as the total operation and maintenance expenses of the Airport as determined in accordance with generally accepted accounting principles, excluding depreciation expense and any operation and maintenance expenses payable from moneys other than Revenues, such as PFCs, and CFCs. Table 5-2 presents historical O&M Expenses for the period FY 2015 through FY 2019. Total O&M expenses increased from approximately $142.8 million in FY 2015 to approximately $166.0 million in FY 2019, representing an average annual increase of 3.8 percent during the historical period, in part due to the additional obligations from the Terminal 2 expansion, the RCC, the Terminal 2 Parking Plaza, and the Terminal 2 West FIS Buildout. The historical changes in the various categories of O&M Expenses are discussed in the subsections below.

The projections of O&M Expenses reflect the Authority's FY 2020 Budget; anticipated future expense trends, including an inflation factor; and the projected operating expense impacts of the capital projects, including projects in the Capital Program. In FY 2020, O&M Expenses are budgeted to increase 3.9 percent, from $166.0 million in FY 2019 to $172.5 million. During the forecast period, total O&M Expenses are projected to increase to approximately $197.0 million in FY 2024, as shown on Table 4-3. The projected changes in the various elements of projected O&M Expenses are explained in the sub-sections below.

Table 5-2: Historical O&M Expenses

O&M Expense Categories	2015	2016	2017	2018	2019	Compound Annual Growth
Personnel	$41,922,736	$43,581,971	$45,194,744	$44,328,131	$49,142,135	4.1%
Contractual Services	32,394,011	34,555,503	37,030,964	37,339,120	39,495,672	5.1%
Safety and Security	23,464,483	27,735,891	28,421,602	30,733,076	31,397,061	7.6%
Utilities	10,151,923	11,479,888	10,735,955	12,509,607	13,194,012	6.8%
Maintenance	14,515,948	15,107,099	14,269,951	12,602,989	13,435,561	-1.9%
Space Rent	10,433,251	10,367,148	10,189,944	10,189,836	10,190,910	-0.6%
Business Development	2,484,624	2,391,259	2,340,951	3,245,988	2,630,035	1.4%
Other Expenses	7,414,662	6,108,460	6,271,588	6,297,776	6,538,771	-3.1%
Total O&M Expenses	**$142,781,639**	**$151,327,219**	**$154,455,699**	**$157,246,523**	**$166,024,157**	**3.8%**

Source: Authority records. This table presents O&M Expenses as defined in the Master Senior Indenture.

Table 5-3: Projected O&M Expenses

O&M Expense Category	For Fiscal Years Ending June 30					Compound Annual Growth
	Budget	Projected				
	2020	2021	2022	2023	2024	2020-2024
Personnel	$52,533,140	$55,670,312	$58,047,647	$60,016,798	$62,056,409	4.3%
Contractual Services	36,946,529	37,407,709	38,530,768	39,686,691	40,877,292	2.6%
Safety and Security	34,003,709	35,194,936	36,250,784	37,338,308	38,458,457	3.1%
Utilities	14,384,657	15,188,589	15,644,246	16,113,574	16,596,981	3.6%
Maintenance	13,189,218	14,890,147	15,336,852	15,796,957	16,270,866	5.4%
Space Rent	10,190,750	10,190,750	10,190,750	10,190,750	10,190,750	0.0%
Business Development	3,155,053	3,176,080	3,271,362	3,369,503	3,470,588	2.4%
Other Expenses	8,132,259	8,273,084	8,530,157	8,794,941	9,067,669	2.8%
Total O&M Expenses	$172,535,314	$179,991,607	$185,802,566	$191,307,522	$196,989,013	**3.4%**

This table presents O&M Expenses as defined in the Master Senior Indenture.

5.3.1 Personnel

Personnel is the largest category of O&M Expenses, representing approximately 29.6 percent of total O&M Expenses in FY 2019. Personnel expenses increased from approximately $41.9 million in FY 2015 to $49.1 million in FY 2019. The increases in FY 2016 and FY 2017 were primarily attributed to salary increases, and higher costs for pension and medical benefits. In FY 2019, the increase was a result of $1 million worth of pay increases for performance, a $1.9 million increase for retirement contributions, and about $1 million of fewer costs capitalized to projects.

Personnel expenses are budgeted to increase by 6.9 percent to $52.5 million in 2020, mainly due to wage and salary increases for union employees, performance based pay increases for non-union employees totaling four percent, an assumption of filling existing vacancies, and the addition of six new positions. The projected increases in Personnel expenses after FY 2020 are largely due to some increases in staffing, anticipated salary increases, and rising pension costs. Personnel expenses are estimated to increase to $55.7 million in FY 2021 because of the expected addition of 5 new positions, salary and wage increases and increased retirement and health benefit expense. From FY 2021 to FY 2024, all Personnel expenses are projected to increase by 3.0 percent with the exception

of retirement expenses, which are projected to increase by 5.0 percent. Personnel expenses are projected to be approximately $62.0 million in FY 2024.

5.3.2 Contractual Services

Contractual Services represented approximately 23.8 percent of total O&M Expenses in FY 2019. It consists primarily of fees incurred for contracts for services supplied by vendors, such as janitorial services for the terminals, parking management costs, contracts with program management support services, legal consultants, and other consultants. Contractual Services increased from approximately $32.4 in FY 2015 to $39.5 million in FY 2019. The large increases in FY 2016 and FY 2017 were due to Rental Car Center (RCC) busing expenses. The RCC opened during FY 2016, and the first full year of operation was in FY 2017. Contractual Services expenses increased further in FY 2018 and FY 2019 due to increased expenses associated with parking and shuttle operations, including the costs of the new inter-terminal shuttle.

Contractual Services are budgeted to decrease to $36.9 million in FY 2020. The decrease is budgeted to occur because of a reduction in janitorial services based on the terms of the new AOLA. Contractual Services are estimated to increase to $37.4 million in FY 2021 due to additional shuttle and parking operations. Contractual Services are projected to increase 3.0 percent per year from FY 2021 through FY 2024. Contractual Services are projected to be approximately $40.9 million in FY 2024.

5.3.3 Safety and Security

Safety and Security expenses totaled $31.4 million in FY 2019, or 18.9 percent of total O&M Expenses. The largest component of the Safety and Security is the cost of Harbor Police services ($19.3 million, or 61.4 percent of Safety and Security expenses in FY 2019). The Act that created the Authority mandates that the Authority use the services of the Harbor Police for Airport security. The second largest component of Safety and Security (approximately $6.5 million, or 20.7 percent of FY 2019 Safety and Security expenses) is the cost of the Airfield Rescue and Fire Fighting (ARFF) services provided by the City of San Diego. Total Safety and Security expenses increased from $23.5 million in FY 2015 to $31.4 million in FY 2019. In FY 2016, Harbor Police expenses increased by approximately $3.9 million, or 24.6 percent, due to increased law enforcement training and benefit costs. Other increases included the reclassification of maintenance costs for the access control system from Maintenance to Safety and Security. In addition, Harbor Police expenses increased from higher hourly rates and increased retirement benefits.

Safety and Security expenses are budgeted to increase to $34.0 million in FY 2020, due to more employee screening in the terminal and increased ARFF hourly rates and training costs. In FY 2021, this expense category is projected to increase $1.2 million for law enforcement, ARFF, and guard service expense. Safety and Security expenses are projected to increase by 3.0 percent per year from FY 2021 to FY 2024 and total approximately $38.4 million in FY 2024.

5.3.4 Utilities

Utilities expenses increased from approximately $10.1 million in FY 2015 to $13.2 million in FY 2019. Utilities increased 13.1 percent in FY 2016, mainly as a result of higher rates and increased power usage associated with the RCC's opening in January 2016. Utilities expenses continued to increase because of increased passenger growth which led to increased usage and higher rates. In FY 2019, Utilities expenses increased because of the expanded facilities that were added by the new Parking Plaza and the Terminal 2 West FIS Buildout.

Utilities expenses are budgeted to increase an additional 9.0 and 5.5 percent in FY 2020 and FY 2021, respectively, due to expected higher utility rates charged to the Authority, and increased usage. Utility expenses are projected to increase 3.0 percent per year from FY 2021 through FY 2024, to approximately $16.6 million in FY 2024.

5.3.5 Maintenance

Maintenance expenses fluctuated between FY 2015 and FY 2019, but they decreased overall from approximately $14.5 million in FY 2015 to $13.4 million in FY 2019. The overall decrease was a result of the reclassification of maintenance costs related to the security system. Maintenance expenses increased by approximately $0.8 million to $13.4 million in FY 2019, mainly due to major maintenance of the baggage handling system and the costs of renovating the Airfield Operating Area stairs.

Maintenance expenses are budgeted to decrease slightly to $13.2 million in FY 2020 due to a reduction in major maintenance projects. Maintenance expenses are projected to increase to $14.9 million in FY 2021 because of the painting work on the Airfield and other contractual increases. Maintenance expenses are projected to increase 3.0 percent per year in FY 2022 and subsequent years, to approximately $16.3 million in FY 2024.

5.3.6 Space Rent

Space rental expense consists of lease payments to the Port District for properties adjacent to the Airport, including the former General Dynamics and Teledyne Ryan parcels. Space rental payments decreased from approximately $10.5 million in FY 2015 to $10.2 million in FY 2019.

This line item is budgeted to remain constant at $10.2 million in FY 2020 and throughout the remainder of the forecast period, reflecting the long-term nature of the Authority's remaining leases with the Port District.

5.3.7 Business Development

The business development expense category includes costs for advertising, membership and dues, postage and shipping, promotional activities and materials, and travel. Business Development expenses increased from $2.5 million in FY 2015 to $2.6 million in FY 2019. In FY 2018, business development expenses increased by $0.9 million or 38.7 percent, due to sponsorship and marketing activities related to the AAAE annual conference that was held in San Diego.

Business Development expenses are budgeted to increase to $3.2 million in FY 2020. Business Development expenses are projected to increase by 0.7 percent in FY 2021. Business Development expenses are projected to increase by an average of 3.0 percent per year from FY 2021 to FY 2024 to $3.5 million in FY 2024.

5.3.8 Other Expenses

Other expenses include employee development and support; equipment rentals and repairs; insurance; operating equipment and systems; operating supplies; and other expenses. The total amount of these expense categories decreased from approximately $7.4 million in FY 2015 to $6.3 million in FY 2018 before increasing to $6.5 million in FY 2019.

This expense category is budgeted to increase to $8.1 million in FY 2020, mainly due to anticipated additional equipment related expenses associated with recently opened facilities. Total Other Expenses are projected to increase 1.5 percent in FY 2021 and 3.0 percent each year thereafter, to approximately $9.1 million in FY 2024.

5.4 Debt Service and Amortization Charges

As discussed in Section 1, the Authority's Capital Program includes approximately $955.4 million in capital costs, of which approximately $341.4 million are being funded with a portion of the proceeds of the Series 2019 Bonds. In addition, a portion of the Series 2019 Bonds will be used to refund the Series 2010C Bonds. The proceeds of the Series 2020 Bonds will be used to refund the Series 2010A Bonds and the 2010B Bonds. The sources and uses of the Series 2019 Bonds and the Series 2020 Bonds ae presented on Table 5-4.

Table 5-4: Sources and Uses of the Series 2019 and Series 2020 Bonds (in 000s)

	Series 2019A	Series 2019B	Total Series 2019
Sources			
Par Amount	$353,730	$133,320	$487,050
Premium	61,900	19,278	81,178
Debt Service Funds on Hand	5,948	-	5,948
Total Sources	$421,578	$152,598	$574,175
Uses			
Escrow Deposit	$227,386	$0	$227,386
Project Fund	171,892	138,132	310,024
Draw Down Bond Interest	200	363	563
Debt Service Reserve Fund	7,930	6,414	14,344
Capitalized Interest	10,982	6,488	17,469
Underwriters Discount/COI/Rounding	3,187	1,201	4,389
Total Uses	$421,578	$152,598	$574,175

	Series 2020A	Series 2020B	Series 2020C	Total Series 2020
Sources				
Par Amount	$27,495	$200,160	$27,895	$255,550
Premium	4,013	30,957	3,724	38,693
Debt Service Reserve Fund Release	235	1,714	239	2,188
Debt Service Funds on Hand	373	2,852	390	3,615
Total Sources	$32,116	$235,683	$32,248	$300,047
Uses				
Escrow Deposit	$31,866	$233,879	$31,995	$297,741
Underwriters Discount/COI/Rounding	250	1,803	252	2,306
Total Uses	$32,116	$235,683	$32,248	$300,047

Source: Frasca & Associates, LLC. Assumes all-in interest rate for the transaction of 3.755 percent.

The debt service requirements projected during the forecast period are presented on Table 5-5. Total annual debt service is projected to increase from $86.9 million in FY 2020 to $92.7 million in FY 2021, $96.4 million in FY 2022 and $102.1 million throughout the remainder of the forecast period.

Table 5-5: Projected Debt Service

Bond Series	2020	2021	2022	2023	2024
Senior Lien Bonds:					
Series 2013 A	6,716,600	6,711,600	6,711,350	6,710,350	6,713,350
Series 2013 B	19,289,750	19,288,500	19,283,000	19,292,750	19,286,250
Total Series 2013	$26,006,350	$26,000,100	$25,994,350	$26,003,100	$25,999,600
Total Senior Lien	$26,006,350	$26,000,100	$25,994,350	$26,003,100	$25,999,600
Subordinate Obligations:					
Series 2010 A	19,366,125	-	-	-	-
Series 2010 B	2,888,241	-	-	-	-
Series 2010 C	5,947,525	-	-	-	-
Total Series 2010	$28,201,891	$0	$0	$0	$0
Series 2017 A	9,500,000	9,498,750	9,496,500	9,498,000	9,497,750
Series 2017 B	9,415,500	9,420,500	9,419,250	9,416,750	9,417,750
Total Series 2017	$18,915,500	$18,919,250	$18,915,750	$18,914,750	$18,915,500
Series 2019 A Refunding	5,711,806	9,571,000	9,568,500	9,570,750	9,572,500
Series 2019 A New Money	1,298,121	5,718,249	6,400,545	11,020,250	11,022,750
Series 2019 B	1,498,832	4,739,990	7,757,644	8,863,750	8,865,000
Total Series 2019	8,508,758	20,029,239	23,726,689	29,454,750	29,460,250
Series 2020 A	371,956	3,262,000	3,262,500	3,263,250	3,264,000
Series 2020 B	2,847,400	19,886,000	19,885,750	19,880,750	19,885,000
Series 2020 C	386,567	2,716,500	2,720,250	2,720,500	2,722,250
Total Series 2020	3,605,924	25,864,500	25,868,500	25,864,500	25,871,250
Commercial Paper	-	-	-	-	-
Other Subordinate	1,701,367	1,905,488	1,895,445	1,899,009	1,891,603
Other Subordinate	1,937,785	1,905,488	1,895,445	1,899,009	1,891,603
Total Subordinate	60,933,440	66,718,477	70,406,383	76,133,009	76,138,603
Total Debt Service	$86,939,790	$92,718,577	$96,400,733	$102,136,109	$102,138,203

Source: Authority records and Frasca & Associates, LLC. Assumes all-in interest rate for the transaction of 3.755 percent.

5.5 Revenues

The Master Senior Indenture defines "Revenues" as all income, receipts, earnings and revenues received by the Authority from the operation and ownership of the Airport. Excluded from the definition of Revenues are PFCs, CFCs, interest income on unspent PFCs and CFCs, and certain other items.[66] The Authority has covenanted that all Revenues will be deposited into the Revenue Account within the Revenue Fund to be pledged as security for the Senior Lien Bonds, the Subordinate Obligations, and any additional bonds issued pursuant to the Master Senior Indenture and the

[66] Although FAA grant receipts, which are reimbursements of capital expenditures, are included in the definition of Revenues contained in the Master Senior Indenture, they are excluded from the projections of Revenues in this section, in order to reflect only the ongoing operations of the Authority.

Master Subordinate Indenture. As discussed earlier in this section, the Series 2019 Bonds and the Series 2020 Bonds are being issued as Subordinate Obligations.

Historical and projected Revenues are presented on Table 5-6 and Table 5-7, respectively. Revenues increased from approximately $214.8 million in FY 2015 to $306.7 million in FY 2019, due to the factors described in the sub-sections below. Revenues are projected to increase to $354.0 million in FY 2020, and they are projected to increase to $411.5 million in FY 2024. The projections of the various categories of Revenues are explained in the sub-sections below.

5.5.1 Airline Revenues

Airline revenues consist of landing fees, aircraft parking fees, terminal rentals, common use fees, and other revenue, in accordance with the provisions of the Airline Agreement. Total airline revenues increased from approximately $102.3 million in FY 2015 to $134.3 million in FY 2019. Airline revenues increased because O&M Expenses allocated to the airline cost centers increased due to the expansion of Airport facilities and debt service allocated to the airfield and terminal cost center increased due to the Series 2017 Bonds. Total airline revenues are projected to increase to $184.0 million in FY 2020 largely due to the new fees related to the Major Maintenance Fund. Total airline revenues are projected to increase to approximately $233.3 million in FY 2024, mainly due to projected increases in O&M Expenses, increases in amortization charges related to planned Authority-funded capital expenditures, and increases in debt service requirements, as discussed in the sub-sections below. The components of airline revenue are discussed below.

5.5.1.1 Landing Fees

Landing fees increased from approximately $21.4 million in FY 2015 to $24.8 million in FY 2019. The increases were mainly due to higher airfield costs, which rose throughout the historical period. Landing fees are projected to increase from approximately $24.8 million in FY 2019 to $57.2 million in FY 2024. The projected increases are primarily due to the revised rate methodology which allows the Authority to allocate $15.0 million of the annual Major Maintenance Fund deposit to the Airfield cost center, projected increases in annual debt service costs, as well as projected increases in O&M Expenses allocated to the airfield. The calculations of the projected landing fee revenue and landing fee rate, based on the methodology stipulated in the Airline Agreement, are shown on Table 5-8. The Signatory Landing Fee Rate is projected to increase from $3.31 in FY 2020 to $3.81 in FY 2024.

5.5.1.2 Aircraft Parking Fees

Aircraft parking fees are assessed based on the number of aircraft parking positions assigned to each airline at the terminal gates and in remote parking positions. Aircraft parking fees increased from $2.7 million in FY 2015 to $3.5 million in FY 2019, due to the increased Airfield Net Requirement. Aircraft parking fees are projected to increase from $11.8 million in FY 2020 to $14.4 million in FY 2024, mainly due to the revised rate methodology under the new AOLA. The basis for the calculation of the per-parking position fee is an amount equal to 20 percent of the net costs allocated to the airfield (this amount is deducted from the airfield requirement in the calculation of the landing fee rate). Therefore, as airfield costs are projected to increase during the forecast period

(as discussed above), the amount used in the calculation of the aircraft parking fee is projected to increase.

Table 5-6: Historical Revenues

Revenue Categories	For Fiscal Years Ending June 30					Compound Annual Growth
	2015	2016	2017	2018	2019	
Airline Revenue						
Landing Fees	$21,390,056	$23,984,793	$24,612,412	$23,900,414	$24,816,308	3.8%
Aircraft Parking Fees	2,715,854	2,701,219	2,926,972	3,235,788	3,471,363	6.3%
Terminal Rentals [2]	51,460,911	54,688,738	57,756,575	63,533,823	72,319,630	8.9%
Security Surcharge	25,179,679	29,223,097	29,468,089	32,303,267	33,558,621	7.4%
Other Aviation Revenue	1,584,599	1,607,391	1,617,410	183,910	188,211	-41.3%
Total Airline Revenue	$102,331,098	$112,205,238	$116,381,458	$123,157,202	$134,354,133	7.0%
Non-Airline Revenue						
Building and Other Rents	1,506,604	1,031,891	1,556,123	2,035,733	2,163,147	9.5%
Concessions						
Rental Cars	26,209,701	27,815,816	30,161,820	31,464,479	34,304,635	7.0%
Food and Beverage	8,920,781	10,405,272	10,974,569	12,640,069	13,949,528	11.8%
Gifts and News	5,888,989	6,368,546	7,199,925	7,735,413	8,186,875	8.6%
License Fees	4,325,175	4,440,557	4,948,191	5,782,383	6,849,951	12.2%
Other Terminal Concessions	3,240,270	3,303,256	3,858,153	3,331,389	3,100,994	-1.1%
Cost Recovery	3,911,478	3,940,894	4,113,155	4,656,124	4,864,309	5.6%
Total Concessions	$52,496,393	$56,274,343	$61,255,813	$65,609,858	$71,256,292	7.9%
Parking and Ground Transportation	41,632,530	48,105,643	49,407,237	53,254,029	62,817,900	10.8%
Ground rentals	11,567,849	15,193,757	18,496,911	20,072,905	20,646,993	15.6%
Other Operating Revenue	678,870	890,456	1,457,406	1,408,548	1,990,322	30.9%
Interest Income	4,557,200	4,938,999	6,985,911	11,445,451	13,454,311	31.1%
Total Non-Airline Revenue	$112,439,445	$126,435,088	$139,159,401	$153,826,525	$172,328,964	11.3%
Total Revenues	$214,770,544	$238,640,326	$255,540,859	$276,983,727	$306,683,097	9.3%

Source: Authority records. This table presents Revenues as defined in the Master Senior Indenture.
[1] FY 2019 Revenues are unaudited.
[2] This category includes Common Use and FIS Use charges.

Table 5-7: Projected Revenues

Airport Revenues	Fiscal Years Ending June 30					Compound Annual Growth 2019 - 2024
	Projected					
	2020	2021	2022	2023	2024	
Airline Revenue						
Landing Fees	$47,132,846	$51,226,520	$52,456,149	$56,246,928	$57,224,811	5.0%
Aircraft Parking Fees	11,831,274	12,812,117	13,125,139	14,063,214	14,309,412	4.9%
Terminal Rentals [1]	124,863,881	134,600,207	139,646,931	161,139,639	161,562,866	6.7%
Other Aviation Revenue	184,588	184,588	184,588	184,588	184,588	0.0%
Total Airline Revenue	$184,012,589	$198,823,433	$205,412,807	$231,634,369	$233,281,678	6.1%
Non-Airline Revenues						
Building and Other Rents	2,158,196	2,163,434	2,168,725	2,160,551	2,158,986	0.0%
Concessions:						
Rental Cars	35,676,044	36,236,658	36,711,725	37,493,290	38,217,660	1.7%
Food and Beverage	14,239,789	14,769,183	15,292,728	15,970,719	16,644,457	4.0%
Gifts and News	7,944,772	8,186,389	8,476,584	8,852,386	9,225,832	3.8%
License Fees	6,531,046	6,588,990	6,669,169	6,808,251	6,935,937	1.5%
Other Terminal Concessions	2,926,305	3,278,170	3,346,663	3,416,678	3,488,251	4.5%
Cost Recovery	5,099,745	5,289,993	5,431,641	5,577,496	5,727,687	2.9%
Total Concessions	72,417,701	74,349,383	75,928,510	78,118,820	80,239,824	2.6%
Parking & Ground Transportation	63,322,305	66,940,720	66,086,099	56,277,818	56,016,985	-3.0%
Ground rentals	17,327,780	18,497,214	19,670,238	19,851,408	20,034,389	3.7%
Other Operating Revenue	1,054,968	1,061,347	1,067,917	1,074,684	1,081,654	0.6%
Interest Income	13,719,943	13,589,073	14,524,359	16,840,776	18,675,640	8.0%
Total Non-Airline Revenues	$170,000,894	$176,601,171	$179,445,848	$174,324,056	$178,207,478	1.2%
Total Revenues	$354,013,483	$375,424,603	$384,858,655	$405,958,425	$411,489,156	3.8%

This table presents Revenues as defined in the Master Senior Indenture.[1]

[1] This category includes Common Use and FIS Use charges.

Table 5-8: Projected Landing Fee Rate

Calculation Elements	Fiscal Years Ending June 30				
	Projected				
	2020	2021	2022	2023	2024
Airfield Costs					
Operating Expenses	$55,914,031	$57,942,592	$59,438,834	$60,836,437	$62,279,307
Debt Service	4,112,614	6,880,593	7,457,786	11,053,789	11,056,289
Amortization Charges	5,234,870	5,146,971	4,710,921	4,568,273	4,037,180
Reserve Deposits	392,919	603,034	573,942	585,060	1,006,613
Major Maintenance Fund	15,000,000	15,000,000	15,000,000	15,000,000	15,000,000
Total Airfield Requirement	$80,654,434	$85,573,191	$87,181,483	$92,043,559	$93,379,388
Credits:					
Fuel Flowage	184,588	184,588	184,588	184,588	184,588
Finger Printing Revenue	227,112	227,112	227,112	227,112	227,112
Ground Handling Concession Revenue	4,108,167	4,144,615	4,195,049	4,282,535	4,362,852
Inflight Services Revenue (70%)	1,696,015	1,711,063	1,731,884	1,768,001	1,801,159
Quieter Home Program Grants	14,976,663	14,976,663	14,976,663	14,976,663	14,976,663
TSA Operating Grant Reimbursement	307,057	296,000	296,000	296,000	296,000
Other Operating Grant Revenue	6,023	-	-	-	-
Total Credits	$21,505,625	$21,540,040	$21,611,296	$21,734,899	$21,848,374
Airfield Area Requirement	**$59,148,809**	**$64,033,150**	**$65,570,187**	**$70,308,660**	**$71,531,014**
Less: Non-Signatory Landing Fees	1,639,706	1,776,400	1,820,629	1,954,485	1,990,518
Less: Aircraft Parking Position Fees	11,829,762	12,806,630	13,114,037	14,061,732	14,306,203
Airfield Net Requirement	**$45,679,341**	**$49,450,120**	**$50,635,521**	**$54,292,443**	**$55,234,294**
Signatory Landed Weight (1,000 lb. units	13,779,636	13,873,070	14,012,970	14,273,366	14,512,638
Signatory Landing Fee Rate	$3.31	$3.56	$3.61	$3.80	$3.81
Non-Signatory Landing Fee Rate	$3.98	$4.28	$4.34	$4.56	$4.57

5.5.1.3 Terminal Rentals

Terminal rentals increased from approximately $51.5 million in FY 2015 to $72.3 million in FY 2019. The increases were mainly due to the increases in O&M Expenses and debt service costs associated with the expansion of Terminal 2. The new AOLA became effective on July 1, 2019 (the beginning of FY 2020). Terminal Rentals under the new AOLA are anticipated to increase to $124.9 million, mainly because of the allocation of $15.0 million of the annual Major Maintenance Fund deposit and increased O&M Expenses allocated to the Terminal cost center. Terminal Rentals are projected to increase further during the remainder of the projection period, to approximately $161.6 million in FY 2024, mainly due to projected increases in debt service requirements allocated to the Terminal cost center. The calculation of the projected terminal rental rate is presented on Table 5-9. The Terminal Rental Rate is projected to increase from $210.55 in FY 2020 to $273.70 in FY 2024.

Table 5-9: Projected Terminal Rental Rate

Calculation Elements	Fiscal Years Ending June 30				
	Projected				
	2020	2021	2022	2023	2024
Terminal Costs					
O&M Expenses	66,469,496	69,744,553	73,915,811	76,250,805	78,661,988
Revenue Bond Debt Service	34,383,120	37,002,543	38,712,023	62,225,483	62,223,096
Amortization Charges	9,891,169	11,668,071	10,721,321	10,369,373	9,092,680
Reserve Deposits	785,839	1,206,069	1,147,883	1,170,120	2,013,226
Total Terminal Requirement	**$111,529,623**	**$119,621,235**	**$124,497,038**	**$150,015,781**	**$151,990,990**
Credits:					
Operating Grant Revenue	(5,270)	-	-	-	-
FIS Use Charge	(4,247,530)	(4,247,530)	(4,332,481)	(4,419,130)	(4,507,513)
Total Credits	($4,252,800)	($4,247,530)	($4,332,481)	($4,419,130)	($4,507,513)
Base Terminal Area Requirement	**$107,276,824**	**$115,373,705**	**$120,164,557**	**$145,596,651**	**$147,483,477**
Terminal Leasable Square Foota	603,199	611,974	611,974	611,974	611,974
Base Terminal Area Rental Rate	**$177.85**	**$188.53**	**$196.36**	**$237.91**	**$241.00**
Supplemental Terminal Area Requirement					
Major Maintenance Fund	$15,000,000	$15,000,000	$15,000,000	$15,000,000	$15,000,000
Airline Leased Square Footge	458,618	458,618	458,618	458,618	458,618
Supplemental Terminal Rate	**$32.71**	**$32.71**	**$32.71**	**$32.71**	**$32.71**
Terminal Rental Rate	**$210.55**	**$221.23**	**$229.06**	**$270.62**	**$273.70**
NonSignatory Terminal Rental Rate	**$252.66**	**$265.48**	**$274.88**	**$324.74**	**$328.44**

5.5.1.4 Security Surcharge Revenue

The Signatory Airlines paid a Security Surcharge to reimburse the Authority for the cost of providing security in the airfield and terminal areas. The security costs incorporated into the calculation of the Security Surcharge included allocated O&M Expenses, debt service costs, amortization charges, and terminal rent for the security check point areas used by the TSA for passenger security screening. This revenue category increased from approximately $25.2 million in FY 2015 to $33.6 million in FY 2019, reflecting the historical increases in the cost of providing security. Beginning in FY 2020, under the provisions of the new AOLA, security costs will be recovered through landing fees and terminal rents.

5.5.1.5 Other Aviation Revenues

Other Aviation Revenues consist primarily of the capital cost recovery of the fuel farm and fuel farm franchise fees. This revenue category remained constant at $1.6 million from FY 2015 through FY 2017. With the completion of the capital cost recovery period for the fuel farm at the end of FY 2017, this revenue category decreased to approximately $184,000 in FY 2018. The fuel farm

revenue is now a part of ground rental revenues. Other Aviation revenues are projected to remain at approximately $185,000 throughout the remainder of the forecast period.

5.5.2 Non-Airline Revenues

Non-airline revenues consist of building rents, terminal concession revenues, parking and ground transportation revenues, ground rentals, other operating revenue, and interest income. Non-airline revenues increased from $112.4 million in FY 2015 to $172.3 million in FY 2019, mainly due to revenues received from the concessions in the terminal; parking revenue and ground transportation revenue; and ground rentals. Total non-airline revenues are projected to increase from approximately $170.0 million in FY 2020 to $178.2 million in FY 2024. The components of non-airline revenue, including historical changes and projected increases, are discussed in the paragraphs below.

5.5.2.1 Building and Other Rents

The Authority receives rent from non-airline tenants for space rented in the terminal buildings and other areas. This revenue category increased from $1.5 million in FY 2015 to $2.2 million in FY 2019. Building and Other Rent revenue fluctuated during the historical period, with increases in FY 2017 and FY 2018, due to increased rent received from Siemens (in FY 2017) and increased rent received from TSA (in FY 2018). Building and Other Rent revenue is estimated to total approximately $2.1 million in FY 2020 and remain relatively flat throughout the projection period.

5.5.2.2 Concessions

The Authority receives percentage concession fees, subject to a minimum annual guarantee, from rental car, food and beverage, news and gift, and other concessionaires. The concession revenue is calculated as a percentage of each concessionaire's sales, subject to minimum annual guarantee amounts. The various types of concession revenues and the historical trends and projected future increases are described in the sub-sections below.

5.5.2.2.1 Rental Car Concession Revenue

The largest component of the terminal concession revenue category is rental car concession revenue (48.1 percent of total terminal concession revenue in FY 2019). The rental car companies that operate at the Airport pay a concession fee of 10 percent of their gross revenues. Beginning with the opening of the RCC in January 2016, the rental car companies have also been paying a cost recovery fee for the operating expenses of the RCC. Rental car concession revenue, including the RCC cost recovery component, increased from approximately $26.2 million in FY 2015 to $34.3 million in FY 2019. In FY 2020, rental car concession revenue is budgeted to total $35.7 million, including $2.0 million for the RCC cost recovery fee. Rental car concession revenue for future years is projected based on the FY 2019 rental car gross revenues per non-connecting deplanement, applied to the Authority's projection of non-connecting deplanements, plus the RCC cost recovery fee. Rental car concession revenue is projected to increase from approximately $35.7 million in FY 2020 to $38.2 million in FY 2024.

5.5.2.2.2 Food and Beverage/Gift and News Concession Revenues

In March 2015, the Authority completed its Concessions Development Program (CDP), which involved a complete revamp of the shopping and dining options in the passenger terminals. The Authority began implementing the CDP after its master concession agreement with the master concessions operator expired in November 2012. The CDP marked a change from the Authority's long-time master concessionaire model to a model involving multiple prime concessionaire approaches. The CDP increased the number of shops and restaurants from 55 to 83, and it involved the introduction of local San Diego offerings. The CDP was designed to increase competition among concessionaires, to promote a variety of brands and concepts, and to increase the Authority's control over the concessions program – thereby enhancing the customer experience and maximizing concession sales and the resulting revenue to the Authority. Based on the financial results of the concessions in the passenger terminals, the CDP has successfully increased gross sales and concession revenues, as described in the following statistics:

- Food and Beverage concession revenue increased from $8.9 million in FY 2015 to $13.9 million in FY 2019 – representing an 11.8 percent average annual increase, compared to the 6.4 percent average annual increase in Landings during the same time period. The significantly higher growth rate in concession revenues is reflected in the increase in Food and Beverage gross sales per enplanement, which increased from $6.48 in FY 2015 to $7.81 in FY 2019.

- Gift and News concession revenue increased from $5.9 million in FY 2015 to $8.2 million in FY 2019 – representing an 8.6 percent average annual increase. The Gift and News gross sales per enplanement increased from $3.84 in FY 2015 to $4.07 in FY 2019.

The projections of concession revenues for Food and Beverage and Gift and News are based on the FY 2019 gross sales per enplanement for each of the two types of concession operations, with annual increases for assumed price inflation, applied to forecast Landings, and multiplied by the applicable concession fee percentages. Food and Beverage concession revenue is projected to increase to $16.6 million in FY 2024, and Gift and News concession revenue is projected to increase to $9.2 million in FY 2024.

5.5.2.2.3 License Fees

The Authority receives license fees from companies that provide ground handling and in-flight food services. These license fees, which are based on a percentage of the providers' gross revenues. Increased from $4.3 million in FY 2015 to $6.8 million in FY 2019. License Fees are projected to total approximately $6.5 million in FY 2020. Based on anticipated increases in future passenger activity, License Fees are projected to increase to approximately $6.9 million in FY 2024.

5.5.2.2.4 Other Terminal Concession Revenues

This category includes rents and fees received for advertising displays, luggage carts, ATMs, WIFI service providers, security bin advertisements, and other miscellaneous sources. This revenue

category increased from $3.2 million in FY 2015 to a peak of $3.9 million in FY 2017 before decreasing to $3.3 million and $3.1 million in FY 2018 and FY 2019. The increase in FY 2016 and FY 2017 were mainly due to the minimum annual guarantee for the advertising concessionaire, and increases in gross revenues reported by the concessionaires that provide luggage carts, ATMs, vending machines, and a common use passenger lounge. Other Terminal Concession revenues are projected to decrease to $2.9 million in FY 2020. This revenue category is projected to increase to $3.5 million in FY 2024.

5.5.2.2.5 Terminal Concession Cost Recovery Revenue

The Authority recovers various costs related to terminal concessions program through cost recovery fees. The revenues from these fees are used to reimburse the Authority for various costs, including: the capital and operating costs of the Receiving and Distribution Center (RDC) located on the north side of the airfield, which is used by the terminal concessionaires; O&M Expenses related to the terminal concessions; marketing expenses related to the terminal concessions program; and storage costs. The fees were phased in starting in FY 2013, and the associated revenue increased from $3.9 million in FY 2015 to $4.9 million in FY 2019. These fees are projected to increase during the forecast period, reflecting projected increases in O&M Expenses and the operating costs of the RDC, to $5.7 million in FY 2024.

5.5.2.3 Parking and Ground Transportation

The Authority receives revenues from the public parking lots at the Airport, ground transportation permit and trip fees, and parking citation revenues. Parking and Ground Transportation revenues increased from approximately $41.6 million in FY 2015 to $62.8 million in FY 2019, mainly due to the following factors: (1) parking rate increases in July 2014 and July 2016; (2) the continued multi-year phase-in of ground transportation fees; and (3) the implementation of trip fees for Transportation Network Companies (TNCs) in July 2015.

Table 5-10 presents the following amounts per originating enplanement: rental car concession revenue (excluding the RCC cost recovery amounts paid by the rental cares), parking revenue, TNC fees, and other ground transportation fees. The major trends are as follows:

- The Authority started collecting a TNC pick-up fee in July 2015 (the start of FY 2016). During FY 2016, the fee was $2.76 with an additional $1 charged through January 2016 to cover the TNC Pilot Program. In FY 2017, the pick-up fee was $4.06 through February 2018 and then $3.86 through the end of FY 2018. In FY 2019, the Authority began charging the TNCs $3.00 pick-up fee and a $3.00 drop-off fee. As a result of the fee increases described above, TNC revenue per originating enplanement increased from $0.17 in FY 2016 to $0.48 in FY 2017, $0.61 in FY 2018, and $1.16 in FY 2019.

- Rental car concession revenue per originating enplanement increased from $2.70 in FY 2015 to $2.82 FY 2016 and $2.84 in FY2017, before decreasing to $2.72 in FY 2018, and then increasing to $2.79 in FY 2019. The increases in FY 2016 and FY 2017 were primarily

due to increased passenger activity at the Airport. As TNC activity increased, the rental car concession revenue per originating enplanement decreased in FY 2018.

- Parking revenue per originating enplanement increased from $4.23 in FY 2015 to $4.47 in FY 2016, primarily due to the parking rate increases implemented in those years. Parking revenue per originating enplanement decreased to $4.15 in FY 2017 and $3.95 in FY 2018, due to the closure of the Terminal 2 surface lot to accommodate construction activity for the Terminal 2 Parking Plaza. When the Terminal 2 Parking Plaza opened in FY 2019, parking revenue per originating enplanement increased to $4.01.

- Other Ground Transportation revenue per enplanement decreased from $0.33 in FY 2015 to $0.24 in FY 2019. This is mainly trip fee revenue from taxis and other traditional ground transportation modes. The decline in revenue per enplanement is mainly due to decreased taxi activity as customers have increased TNC use.

Table 5-10: Historical Ground Transportation Revenues per Enplanement

Dollar per Enplanement	For Fiscal Years Ending June 30				
	2015	2016	2017	2018	2019
Rental Cars	24,650,664	27,025,167	28,295,513	29,998,392	32,350,039
$ per Originating Enplanement	$2.70	$2.82	$2.84	$2.72	$2.79
Parking	38,614,429	42,872,849	41,355,249	43,518,624	46,584,799
$ per Originating Enplanement	$4.23	$4.47	$4.15	$3.95	$4.01
TNC	0	1,673,776	4,773,510	6,777,504	13,459,425
$ per Originating Enplanement	$0.00	$0.17	$0.48	$0.61	$1.16
Other GT Revenue	3,018,101	3,566,612	3,278,479	2,957,901	2,773,676
$ per Originating Enplanement	$0.33	$0.37	$0.33	$0.27	$0.24

In FY 2020, Parking and Ground Transportation revenues are projected to increase to $63.3 million, mainly due to the fully operational Terminal 2 Parking Plaza, and the increase in TNC fees to $3.50 per trip. Parking and Ground Transportation revenues are projected to increase to $66.9 million in FY 2021 because of the TNC pick-up and drop-off fee increasing to $4.00 per trip. Parking and Ground Transportation revenues are projected to decrease through FY 2023 due to the disruption of parking operations due to construction activity. In FY 2024, Parking and Ground Transportation revenues are projected to begin recovering, increasing to $56.0 million.

5.5.2.4 Ground Rentals

The Authority receives rentals from airline and non-airline tenants for various land parcels at the Airport, including the parcel on which the RCC is located, the FBO, and the passenger and all-cargo airlines. Ground Rentals increased from $11.6 million in FY 2015 to $20.6 million in FY 2019. The

largest increase occurred in FY 2016, with the commencement of the ground lease for the RCC in January 2016. FY 2017 was the first full year of the RCC ground lease and Ground Rental revenues increased to $18.5 million as a result. Ground Rental revenues increased to $20.1 million in FY 2018 because of the transfer of the fuel farm revenues to ground rents.

In FY 2020, Ground Rentals are estimated to decrease because of the provisions of the new AOLA, which provides for the cargo leaseholds to be charged as part of the landing fee calculation. Ground Rentals are projected to decrease to $17.3 million in FY 2020. Ground Rentals are projected to increase by 3.7 percent per year from FY 2020 to FY 2024 to approximately $20.0 million in FY 2024.

5.5.2.5 Other Operating Revenues

This revenue category includes finger printing fees, reimbursement of utility expenses, service charges, equipment rentals, non-airline remote aircraft parking fees, and other miscellaneous revenues. From FY 2015 through FY 2019, the total of this revenue category fluctuated between approximately $0.7 million and $2.0 million. This category increased in FY 2019 due increased traffic violations from TNC operators. Other Operating Revenues are projected to decrease to $1.0 million in FY 2020. Other Operating Revenues are projected to total approximately $1.1 million per year throughout the remainder of the forecast period.

5.5.2.6 Interest Income

The Authority receives interest income on (i) Authority discretionary cash, (ii) promissory notes from the Port District, and (iii) the various bond funds and accounts established pursuant to the Master Senior Indenture. Interest Income increased from approximately $4.6 million in FY 2015 to $13.4 million in FY 2019. The most significant increase occurred in FY 2018 as a result of the Authority's larger cash balances and rising interest rates.

Interest income is projected to increase to $13.7 million in FY 2020. Interest Income is projected to increase to approximately $18.7 million in FY 2024.

5.6 Key Financial Indicators

This sub-section discusses the projections of the following key financial indicators: (1) the application of Revenues pursuant to the provisions of the Master Senior Indenture and the Master Subordinate Indenture, (2) the Authority's ability to satisfy the Additional Bonds Test, as evidenced by its ability to meet the Senior Rate Covenant and the Subordinate Rate Covenant; and (3) the airline cost per enplaned passenger.

5.6.1 Application of Revenues

Table 5-11 shows the forecast application of Revenues pursuant to the provisions of the Master Senior Indenture, during the forecast period. Revenues are applied in the order shown on Figure 5-1.

Table 5-11: Application of Revenues

	Fiscal Years Ending June 30					
	Audited Actual			Projected		
	2019	2020	2021	2022	2023	2024
Airport Revenues	$306,683,097	$354,013,483	$375,424,603	$384,858,655	$405,958,425	$411,489,156
Application of Airport Revenues						
Operation & Maintenance Subccount	$166,024,157	$172,535,314	$179,991,607	$185,802,566	$191,307,522	$196,989,013
Senior Obligation Debt Service net of PFCs applied [1]	10,949,889	14,745,609	14,741,081	14,737,534	26,003,100	25,999,600
Debt Service Reserve Funds	-	-	-	-	-	-
Subordinate Obligation Debt Service, net of PFCs applied [1]	44,476,603	42,192,440	47,971,520	51,662,107	76,131,759	76,132,353
Subordinate Obligations Debt Service Reserve Funds	-	-	-	-	-	-
Operation & Maintenance Reserve Subaccount	2,194,408	1,627,789	1,864,073	1,452,740	1,376,239	1,420,373
Renewal and Replacement Subaccount	-	-	-	-	-	-
Airport Revenue Fund	83,038,041	122,912,330	130,856,322	131,203,708	111,139,804	110,947,818
Total Airport Revenues Applied	$306,683,097	$354,013,483	$375,424,603	$384,858,655	$405,958,425	$411,489,156

[1] PFCs are excluded from the definition of Revenues in the Master Senior Indenture.

5.6.2 Rate Covenants

The calculations of the Senior Rate Covenant contained in the Master Senior Indenture and the Subordinate Rate Covenant contained in the Master Subordinate Indenture are projected on Table 5-12. The calculations reflect the projected debt service of the Series 2019 Bonds and the Series 2020 Bonds. As mentioned earlier, under the Master Senior Indenture, the Authority has covenanted to establish and collect fees and charges in each Fiscal Year which will generate Net Revenues that will satisfy all the Authority's obligations under the Master Senior Indenture, and that will at least equal 125 percent of aggregate annual debt service on the outstanding Senior Bonds (the Senior Rate Covenant). Under the Master Subordinate Indenture, the Authority has covenanted to establish and collect fees and charges in each Fiscal Year which will generate Subordinate Net Revenues that will satisfy all the Authority's obligations under the Master Subordinate Indenture, and that will least equal 110 percent of aggregate annual debt service on the outstanding Subordinate Obligations (the Subordinate Rate Covenant).

Net Revenues are defined in the Master Senior Indenture as Revenues minus O&M Expenses. Subordinate Net Revenues are defined in the Master Subordinate Indenture as Net Revenues minus deposits to the Debt Service Funds for the payment of debt service on the Senior Bonds and any reserve fund deposits required pursuant to the Master Senior Indenture.

Pursuant to the PFC Resolution, the Board irrevocably committed $10 million of PFCs to the payment of debt service on certain Senior Bonds and Subordinate Obligations in FY 2018. However, the Authority plans to apply approximately $30.0 million of annual PFCs toward a portion of debt service on Senior Bonds and Subordinate Obligations that constitute PFC Eligible Bonds until FY 2023, as provided in the AOLA. When PFCs are used to pay debt service on the Senior Bonds or the Subordinate Obligations, such debt service may be excluded from the calculation of debt service on the Senior Bonds and the Subordinate Obligations for purposes of the Rate Covenant calculations.

Therefore, the debt service coverage calculations shown on Table 5-11 exclude the portion of debt service anticipated to be paid with PFCs.

In FY 2011, the Authority began receiving cash subsidy payments from the U.S. Treasury for the portion of the Series 2010 Bonds that were issued as Build America Bonds (the BAB subsidy). The Authority anticipates that the annual BAB subsidy payments will end in FY 2020 after an estimated partial BAB Subsidy payment of $2.0 million, due to the refunding of those bonds with the issuance of the Series 2019 Bonds.

Debt service coverage calculated according to the Senior Rate Covenant is projected to equal at least 12.31 times debt service during the period in which PFCs are applied to debt service. That debt service coverage is projected to decrease to 8.25 times debt service in FY 2023 and FY 2024. Debt service coverage calculated according to the Subordinate Rate Covenant equaled 3.18 times debt service in FY 2019 and then equal at least 3.57 times debt service during the years in which PFCs were applied to debt service. In FY 2023 and 2024, when PFCs are not anticipated to be applied to debt service, the Subordinate Debt Service Coverage is projected to be 2.48 times debt service. Therefore, the Authority is projected to satisfy the coverage requirements for both the Master Senior Indenture and the Master Subordinate Indenture.

Total debt service coverage (reflecting Senior Bonds and Subordinate Obligations) is projected to remain at or above 2.24 times debt service throughout the forecast period.

Table 5-12: Rate Covenants

Calculation Elements	Fiscal Years Ending June 30					
	Audited Actual		Projected			
	2019	2020	2021	2022	2023	2024
Revenues	$306,683,097	$354,013,483	$375,424,603	$384,858,655	$405,958,425	$411,489,156
O&M Expenses	166,024,157	172,535,314	179,991,607	185,802,566	191,307,522	196,989,013
Net Revenues	$140,658,941	$181,478,168	$195,432,996	$199,056,089	$214,650,902	$214,500,143
Senior Bonds Debt Service	$20,494,150	$26,006,350	$26,000,100	$25,994,350	$26,003,100	$25,999,600
Minus: PFCs Used to Pay Debt Service	(9,544,261)	(11,260,741)	(11,259,019)	(11,256,816)	-	-
Senior Bonds Debt Service, Net of PFCs	$10,949,889	$14,745,609	$14,741,081	$14,737,534	$26,003,100	$25,999,600
Senior Bonds Debt Service Coverage	**12.85**	**12.31**	**13.26**	**13.51**	**8.25**	**8.25**
Subordinate Net Revenues	$129,709,052	$166,732,559	$180,691,914	$184,318,555	$188,647,802	$188,500,543
Subordinate Debt Service	65,996,324	60,933,440	66,718,477	70,406,383	76,133,009	76,138,603
Minus: PFCs Used to Pay Debt Service	(20,461,072)	(18,744,592)	(18,746,315)	(18,748,517)	-	-
Minus: BAB Subsidy [1]	(4,686,174)	(2,059,264)	-	-	-	-
Net Subordinate Debt Service	40,849,078	40,129,584	47,972,163	51,657,866	76,133,009	76,138,603
Subordinate Debt Service Coverage	**3.18**	**4.15**	**3.77**	**3.57**	**2.48**	**2.48**
Total Debt Service	$51,798,966	$54,875,193	$62,713,244	$66,395,400	$102,136,109	$102,138,203
Total Debt Service Coverage	**2.72**	**3.31**	**3.12**	**3.00**	**2.10**	**2.10**

[1] In FY 2011 the Authority began receiving cash subsidy payments from the U.S. Treasury for the portion of the Series 2010 Bonds that were issued as Build America Bonds (BAB subsidy). The projections assume that the annual BAB subsidy payments will end in FY 2020.

5.6.3 PFC Cash Flow

The projected PFC cash flow is presented on Table 5-13. The projections assume the PFC collection level will remain at the current rate of $4.50. PFC collections, net of the airline collection fee, are projected to increase from $49.0 million in FY 2019 to $53.4 million in FY 2024. As discussed above, the Authority plans to continue to apply $30 million in annual PFCs toward a portion of debt service on certain Senior Bonds and Subordinate Obligations that constitute PFC Eligible Bonds until FY 2023. In addition, the Authority is applying PFCs on a Pay-As-You-Go basis toward PFC eligible costs of the Capital Program and applying approximately $3.0 million per year to fund a portion of the Quieter Home Program. The balance in the PFC Fund is projected to increase from $80.3 million at the beginning of FY 2019 to $199.4 million in FY 2024.

Table 5-13: Projected PFC Cash Flow

PFC Cash Flow	Fiscal Years Ending June 30					
	Audited Actual	Projected				
	2019	2020	2021	2022	2023	2024
PFC Collections						
Projected Enplanements	12,356,286	12,687,549	12,800,113	12,955,873	13,226,062	13,474,110
% Eligible	90.3%	90.3%	90.3%	90.3%	90.3%	90.3%
PFC Eligible Enplanements	11,152,400	11,451,400	11,553,000	11,693,600	11,937,400	12,161,300
Gross PFC Collections						
$4.50 Per Eligible Enplanement	$50,185,800	$51,531,300	$51,988,500	$52,621,200	$53,718,300	$54,725,900
Less: Airline Collection Fee						
$0.11 Per Eligible Enplanement	(1,226,800)	(1,259,700)	(1,270,800)	(1,286,300)	(1,313,100)	(1,337,700)
Net PFC Collections	$48,959,000	$50,271,600	$50,717,700	$51,334,900	$52,405,200	$53,388,200
PFC Fund						
Beginning Balance	$80,297,090	$97,361,857	$74,815,119	$85,749,237	$105,742,170	$151,904,592
Net PFC Collections	48,959,000	50,271,600	50,717,700	51,334,900	52,405,200	53,388,200
Applied to Debt Service [1]	(30,005,333)	(30,005,333)	(30,005,333)	(30,005,333)	-	-
Applied on a Pay-As-You-Go basis [2]	(3,936)	(41,108,999)	(8,388,560)	(256,215)	(5,823,913)	(6,416,638)
Applied to Quieter Home Program	(2,995,333)	(2,995,333)	(2,995,333)	(2,995,333)	(2,995,333)	(2,995,333)
Interest Income	1,110,368	1,291,327	1,605,644	1,914,914	2,576,468	3,512,984
Ending Balance	$97,361,857	$74,815,119	$85,749,237	$105,742,170	$151,904,592	$199,393,806

[1] The Authority plans to apply certain PFCs to the payment of debt service.
[2] PFCs projected to be applied on a Pay-As-You-Go basis to capital costs of the Capital Program.

5.6.4 Airline Cost per Enplanement

An important component of the financial feasibility report is an assessment of how the planned capital improvements and the related financings will affect airline rates and charges. Based on the financial projections discussed above, the airline cost per enplaned passenger (CPE), presented on Table 5-14, is projected to increase from $10.74 in FY 2019 to $16.94 in FY 2023 before decreasing to $16.74 in FY 2024. The projected increases in the CPE are mainly due to the factors discussed above, including increases in landing fees and terminal rentals caused by the change in the rate methodology, increases in O&M Expenses, and new debt service requirements. The CPE projections do not reflect any potential costs of the ADP, which is anticipated to be implemented after the end of the forecast period.

A CPE in the $15 to $17 range for a large hub airport such as SAN is reasonable, especially since it incorporates the projected effects of SAN's Capital Program. Several large hub airports currently have a CPE at or above $20, including Miami International, JFK International, and Newark International. A few other large hub airports currently have a CPE in the $14 to $20 range. As those airports implement future capital improvements their CPE levels will likely increase further.

Table 5-14: Projected Airline Cost per Enplanement

Cost per Enplanemnet	Actual	Projected				
	2019	2020	2021	2022	2023	2024
Landing Fees [1]	$24,973,853	$45,145,361	$49,089,462	$50,289,709	$53,966,404	$54,942,977
Aircraft Parking Fees [1]	3,471,363	$9,765,844	$10,576,085	$10,834,169	$11,603,739	$11,804,560
Terminal Rental Revenue	70,761,647	122,783,192	132,413,972	137,383,334	158,465,371	158,858,130
Security Fees	33,558,621	-	-	-	-	-
Total Airline Revenue	**$132,765,483**	**$177,694,397**	**$192,079,519**	**$198,507,212**	**$224,035,514**	**$225,605,667**
Enplanements	12,356,286	12,687,549	12,800,113	12,955,873	13,226,062	13,474,110
Cost Per Enplanement	**$10.74**	**$14.01**	**$15.01**	**$15.32**	**$16.94**	**$16.74**

[1] Beginning in FY 2020, Landing Fees and Aircraft Parking Fees exclude airline revenues from cargo carriers.

5.6.5 Sensitivity Analysis

A sensitivity analysis was prepared using the low enplanement forecast scenario presented in Section 4. The projections of the key financial variables under the sensitivity analysis, and for comparative purposes, the base enplanement forecast scenario, are summarized on Table 5-15. Under the low enplanement forecast scenario, the senior debt service coverage and the subordinate debt service coverage are projected to remain well above the minimum requirements throughout the forecast period. The landing fee rate is projected to rise to a high of $3.93 (in FY 2024), and the airline cost per enplanement is projected to increase to a high of $17.24 (in FY 2023). The projected

airline costs under the low enplanement forecast scenario would still be reasonable considering that the projections reflect the estimated costs of the Capital Program.

Table 5-15: Key Financial Projections for Sensitivity Analysis

	For Fiscal Years Ending June 30				
	2020	**2021**	**2022**	**2023**	**2024**
Base Forecast					
Net Revenues	$181,478,168	$195,432,996	$199,056,089	$214,650,902	$214,500,143
Debt Service Coverage					
Senior	12.31	13.26	13.51	8.25	8.25
Subordinate	4.15	3.77	3.57	2.48	2.48
Total	3.31	3.12	3.00	2.10	2.10
Landing Fee Rate	$3.31	$3.56	$3.61	$3.80	$3.81
Airline Cost per Enplanement	$14.01	$15.01	$15.32	$16.94	$16.74
PFC Fund Balance	$74,815,119	$85,749,237	$105,742,170	$151,904,592	$199,393,806
Low Forecast					
Net Revenues	$181,478,168	$194,761,099	$198,472,412	$213,466,635	$212,972,969
Debt Service Coverage					
Senior	12.31	13.21	13.47	8.21	8.19
Subordinate	4.15	3.75	3.56	2.46	2.46
Total	3.31	3.11	2.99	2.09	2.09
Landing Fee Rate	$3.40	$3.64	$3.69	$3.91	$3.93
Airline Cost per Enplanement	$14.22	$15.18	$15.48	$17.24	$17.10
PFC Fund Balance	$74,038,494	$84,351,165	$103,768,279	$148,962,238	$195,250,091

5.7 Summary

The following points highlight the significant findings of the financial analysis contained in this section:

- Debt service coverage calculated according to the Senior Rate Covenant is projected to equal at least 8.25 times debt service during the forecast period.
- Debt service coverage calculated according to the Subordinate Rate Covenant equaled 3.18 times debt service in FY 2019 and then is projected to equal at least 2.48 times debt service during the remainder of the forecast period.
- The airline cost per enplaned passenger is projected to remain reasonable during the forecast period. SAN's airline cost per enplanement is projected to increase from $10.74 in FY 2019 to a high of $16.94 in FY 2023, before decreasing to $16.74 in FY 2024.
- PFC revenues are projected to increase from $49.0 million in FY 2019 to $54.0 million in FY 2024. The PFC fund balance is projected to increase from $80.3 million at the beginning of FY 2019 to $199.4 million in FY 2024.

- Under the low enplanement forecast scenario, the senior debt service coverage and the subordinate debt service coverage are projected to remain well above the minimum requirements throughout the forecast period. The projected airline cost per enplanement under the low enplanement forecast scenario is projected to remain under $17.50 during the forecast period, and the PFC fund balance is projected to increase $195.2 million in FY 2024.

[**ATTACHMENT 4**]

PURCHASE CONTRACT

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**
Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A (Governmental/Non-AMT)	**Subordinate Airport Revenue Bonds Series 2019B (Private Activity/AMT)**

December __, 2019

San Diego County Regional Airport Authority
3225 North Harbor Drive, 3rd Floor
San Diego, California 92101

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the "**Representative**"), as representative of the underwriters listed on the signature page hereof (the "Underwriters") hereby offers to enter into this Purchase Contract (this "**Purchase Contract**") with the San Diego County Regional Airport Authority (the "**Authority**"). The offer made hereby is subject to acceptance by the Authority by execution and delivery of this Purchase Contract to the Underwriters at or prior to 11:59 p.m., California time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriters upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Upon acceptance of this offer by the Authority in accordance with the terms hereof, this Purchase Contract will be binding upon the Authority and upon the Underwriters. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Official Statement or the Subordinate Indenture, each as hereinafter defined.

1. **Purchase and Sale**.

(a) Upon the terms and conditions and upon the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters, acting as principals and independent contractors and not as agents or fiduciaries, hereby, jointly and severally, agree to purchase from the Authority, and the Authority hereby agrees to sell to the Underwriters, all (but not less than all) of the Authority's $_____ aggregate principal amount of Subordinate Airport Revenue Refunding Bonds, Series 2019A (Governmental/Non-AMT) (the "**Series 2019A Bonds**"), and $_____ aggregate principal amount of Subordinate Airport Revenue Bonds, Series 2019B (Private-Activity/AMT) (the "**Series 2019B Bonds**," and together with the Subordinate Series 2019A Bonds, the "**Series 2019 Bonds**"). The Series 2019 Bonds shall be dated the date of issuance, shall

bear interest payable on July 1, 2020 and thereafter semiannually each January 1 and July 1 at the rates, shall mature on July 1 in each year in the amounts, and shall be subject to redemption, all as set forth in the attached Schedule I. The purchase price for the Series 2019A Bonds shall be $_____ (consisting of the aggregate principal amount of the Series 2019A Bonds, plus original issue premium of $_____, less an underwriters' discount of $_____) (the "**Series 2019A Purchase Price**"). The purchase price for the Series 2019B Bonds shall be $_____ (consisting of the aggregate principal amount of the Series 2019B Bonds, plus original issue premium of $_____, less an underwriters' discount of $_____) (the "**Series 2019B Purchase Price**," and collectively with the Series 2019A Purchase Price, the "**Purchase Price**").

(b) The Authority will undertake, pursuant to a Continuing Disclosure Certificate (the "**Continuing Disclosure Certificate**"), to provide certain annual financial and operating information and notices of the occurrence of certain enumerated events. A description of this undertaking is set forth in the Official Statement.

(c) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2019 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended), or agents, advisors or fiduciaries of the Authority, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2019 Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliates of the Underwriters, have provided other services or are currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering of the Series 2019 Bonds contemplated hereby except the obligations expressly set forth in this Purchase Contract and except as otherwise provided by law, (iv) the Authority has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2019 Bonds, and (v) the Underwriters have financial and other interests that differ from those of the Authority. Nothing in the foregoing paragraph is intended to limit the Underwriters' obligations of fair dealing under the Municipal Securities Rulemaking Board's Rule G-17.

2. **The Series 2019 Bonds**. The Series 2019 Bonds will be issued pursuant to Section 170000 et seq. of the California Public Utilities Code (the "**Act**"); the Revenue Bond Law of 1941 Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title *5* of the California Government Code and the limitations set forth in California Government Code Section 54402(b), which do not apply to the issuance and sale of bonds pursuant to the Act; and the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "**Master Subordinate Indenture**"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "**Subordinate Trustee**"), and the Sixth Supplemental Subordinate Trust Indenture, to be dated as of December 1, 2019 (the "**Sixth Supplemental Subordinate Indenture**," and collectively with the Master Subordinate Indenture and all supplements thereto, the "**Subordinate Indenture**"), by and between the Authority and the Subordinate Trustee. Additionally, the board of directors of the Authority (the "**Board**") authorized the issuance of the Series 2019 Bonds pursuant to a resolution adopted by the Board on _____ __, 2019 (the "**Bond Resolution**").

The Series 2019 Bonds shall be payable from Subordinate Net Revenues, and from certain additional limited funds held by the Subordinate Trustee under the Subordinate Indenture.

The proceeds of the Series 2019 Bonds will be used to (a) pay and/or reimburse the Authority for certain capital improvements at the Airport, (b) repay $_____ aggregate principal amount of the Authority's outstanding Subordinate Revolving Obligations (as defined in the Official Statement, as hereinafter defined), (c) redeem _____ aggregate principal amount of the Authority's outstanding Subordinate Drawdown Bonds (as defined herein) (d) fund a portion of the interest accruing on the Subordinate Series 2019 Bonds through and including [January/July] 1, 202[__], and (e) make a deposit to the Subordinate Reserve Fund (as defined herein), and (g) pay the costs of issuance of the Subordinate Series 2019 Bonds. The Series 2019 Bonds are being issued for such purposes and shall otherwise be as described in the Subordinate Indenture and the Official Statement.

In connection with the refunding of the Refunded Bonds, the Authority and U.S. Bank National Association, as Escrow Agent (the "Escrow Agent"), will enter into an Escrow Agreement, dated as of December 1, 2019 (the "Escrow Agreement").

3. **Use and Preparation of Official Statement**. The Authority hereby ratifies, approves and confirms the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement of the Authority with respect to the Series 2019 Bonds, dated November __, 2019 (together with the Appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "**Preliminary Official Statement**"), in connection with the offering and sale of the Series 2019 Bonds. The Authority represents and warrants that the Preliminary Official Statement was deemed final by the Authority as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), except for those matters permitted by Rule 15c2-12 to be omitted, including maturity amounts, interest rates, offering prices, redemption dates and prices, ratings, underwriters' discount, delivery dates and related terms. The Authority hereby agrees to deliver or cause to be delivered to the Underwriters, in sufficient time to accompany any confirmation that requests payment from any customer (but in no event later than the earlier of seven business days after the date hereof or two business days prior to the Closing Date), copies of the final Official Statement, dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Authority (after consultation with the Representative)) (the "**Official Statement**") in sufficient quantity (which may be in electronic form) to enable the Underwriters to comply with the rules of the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). The Authority hereby approves of the use and distribution by the Underwriters of the Official Statement in connection with the offer and sale of the Series 2019 Bonds. At the time of or prior to the date of Closing, the Underwriters shall file a copy of the Official Statement with the MSRB.

4. **Representations, Warranties, Covenants and Agreements of the Authority**. The Authority represents and warrants to and covenants and agrees with the Underwriters that as of the date hereof:

(a) The Authority is a local governmental entity of regional government with jurisdiction extending throughout the County of San Diego, organized and existing pursuant to the provisions of the Act and the Constitution of the State of California.

(b) The Authority has full legal right, power and authority to enter into this Purchase Contract and the Subordinate Indenture, to execute the Continuing Disclosure Certificate, to adopt the Bond Resolution and to observe, perform and consummate the covenants, agreements and transactions contemplated by this Purchase Contract, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Official Statement and to issue, sell and deliver the Series 2019 Bonds to the Underwriters as provided herein; and by all necessary official action of the Authority prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bond Resolution and approved the Preliminary Official Statement and the Official Statement; the Bond Resolution are in full force and effect and have not been amended, modified or rescinded; the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of its obligations contained in, the Series 2019 Bonds, the Subordinate Indenture, the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Contract; the Authority has duly authorized and approved the performance of its obligations contained in the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Bond Resolution and the consummation by it of all other transactions contemplated by this Purchase Contract to have been performed or consummated at or prior to the Closing Date (as hereinafter defined); and the Authority is in compliance in all respects with the terms of the Act and with the obligations in connection with the issuance of the Series 2019 Bonds on its part contained in the Bond Resolution, the Subordinate Indenture, the Series 2019 Bonds and this Purchase Contract.

(c) As of the date thereof and the date hereof, the Preliminary Official Statement (except for the information relating to DTC, the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Preliminary Official Statement and in Table 22 in the forepart of the Preliminary Official Statement, the information under the caption "UNDERWRITING" and information permitted to be excluded pursuant to Rule 15c2-12 as to which no representation is made (except as provided in paragraph (o) below)) did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Preliminary Official Statement.

As of the date hereof and the Closing Date, the Official Statement (except for the information relating to DTC, the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement, and the information under the caption "UNDERWRITING" as to which no representation is made (except as provided in paragraph (o) below)) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Official Statement.

(d) If between the date hereof and 25 days after the End of the Underwriting Period for the Series 2019 Bonds (as hereinafter defined) (i) any event shall occur or any fact or condition shall become known to the Authority which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the

Underwriters thereof, and (ii) in the reasonable opinion of the Authority or the Representative, following consultation with the other party hereto, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense supplement or amend the Official Statement.

As used herein, and for the purposes of the foregoing, the term **"End of the Underwriting Period"** for the Series 2019 Bonds shall mean the later of (i) the Closing Date or (ii) the date on which the End of the Underwriting Period for the Series 2019 Bonds has occurred under Rule 15c2-12; provided, however, that the Authority may assume that, unless notified otherwise in writing by the Representative on or before the Closing Date, the End of the Underwriting Period for the Series 2019 Bonds will occur on the Closing Date.

For the purposes of this Paragraph (d), between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Series 2019 Bonds, the Authority will furnish such information with respect to itself and the Airport as the Underwriters may from time to time reasonably request.

(e) If the Official Statement is supplemented or amended pursuant to Paragraph 4(d) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the date which is 25 days after the End of the Underwriting Period for the Series 2019 Bonds, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Between the date hereof and the Closing Date, except as contemplated by the Official Statement, the Authority will not without the prior written consent of the Representative offer or issue any bonds, notes or other obligations for borrowed money, or, except for its Subordinate Revolving Obligations or Subordinate Drawdown Bonds or in the ordinary course of business incur any other material liabilities, direct or contingent, in each case payable from Subordinate Net Revenues.

(g) The Authority is not in violation of, or in material breach of or in material default under, any applicable constitutional provision, law or administrative regulation or order of the State of California or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, or other agreement or instrument to which the Authority is a party or to which the Authority or any of its properties is otherwise bound, and no event has occurred to the knowledge of the Authority and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in any such event which violation or breach would have a material adverse effect on the ability of the Authority to repay the Series 2019 Bonds or on the security therefor; and the execution and delivery of this Purchase Contract, the Sixth Supplemental Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Series 2019 Bonds, the adoption of the Bond Resolution, and compliance with the provisions of this Purchase Contract, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Bond Resolution and the Series 2019 Bonds do not conflict with or constitute a material breach of or material default under any California constitutional provision, law, administrative regulation, order, judgment, court decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party, or by which it or any of its properties are bound, nor does any such execution, delivery, adoption or

compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Series 2019 Bonds or except to the extent that such breach, or the creation or imposition of such lien or charge, would not have a material adverse effect on the security for the Series 2019 Bonds.

(h) Except as expressly set forth in the Official Statement, there is no action, suit, proceeding, hearing, inquiry or investigation, at law or in equity, before or by any California or Federal court, government agency, public board or body, pending or, to the best of the Authority's knowledge, threatened against the Authority (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices in which an adverse decision would affect the Board's adoption of the Bond Resolution or its approval of this Purchase Contract, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Preliminary Official Statement, the Official Statement or the Series 2019 Bonds; (ii) in any way contesting, affecting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Series 2019 Bonds, or the collection of revenues pledged to pay the principal of and interest on the Series 2019 Bonds, or the pledge of such revenues, or the application of the proceeds of the Series 2019 Bonds; (iii) affecting or seeking to prohibit, restrain or enjoin the imposition, collection or use of the PFCs for the payment of debt service as described in the Preliminary Official Statement and in the Official Statement; (iv) in any way contesting or affecting the validity or enforceability of the Series 2019 Bonds, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement or this Purchase Contract, or contesting the powers of the Authority or any authority for the issuance of the Series 2019 Bonds, the adoption of the Bond Resolution, or the execution and delivery by the Authority of, the Sixth Supplemental Subordinate Indenture, this Purchase Contract, the Escrow Agreement or the Continuing Disclosure Certificate; (v) which may result in any material adverse change relating to the business, operations or financial condition of the Authority or the ability of the Authority to pay the Series 2019 Bonds; or (vi) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Authority will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the Authority in cooperation with the Underwriters as may be reasonably requested (i) to qualify the Series 2019 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriters; and (ii) to determine the eligibility of the Series 2019 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2019 Bonds; provided, however, that the Authority shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(j) The Series 2019 Bonds, when issued and delivered in accordance with the Bond Resolution and the Subordinate Indenture and sold to the Underwriters as provided herein, will be the legal, valid and binding limited obligations of the Authority, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles whether or not sought, and to the exercise of judicial

discretion in appropriate cases and to the limitations on legal remedies against local government entities in the State of California, and (subject to the immediately preceding limitations) the owners of the Series 2019 Bonds will be entitled to the benefits of the Subordinate Indenture; upon such issuance and delivery the Subordinate Indenture will provide, for the benefit of the owners from time-to-time of the Series 2019 Bonds, a legally valid and binding pledge of and lien on the Net Revenues and the funds and accounts pledged to such Series 2019 Bonds under the Subordinate Indenture.

(k) When executed, this Purchase Contract, the Subordinate Indenture, the Escrow Agreement and the Continuing Disclosure Certificate (assuming due authorization, execution and delivery by the other parties thereto, if applicable) will constitute the valid and legally binding obligations of the Authority, enforceable in accordance with their terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles whether or not sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against local government entities in the State of California.

(l) All authorizations, approvals, licenses, permits, consents and orders of any federal or California governmental authority, legislative body, board, court, agency or commission having jurisdiction of the matter, or of any airline or tenant of the Authority, which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Authority of, its respective obligations under this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Subordinate Indenture and the Series 2019 Bonds, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2019 Bonds.

(m) The Authority's Financial Statements set forth as Appendix B to the Preliminary Official Statement and the Official Statement and the financial information regarding the Authority included in Table 13 of the Preliminary Official Statement and the Official Statement fairly present the financial position of the Authority as of the dates indicated and the results of its operations, the sources and uses of its cash and the changes in its fund balances for the periods therein specified to the extent included therein, and are in conformity with generally accepted accounting principles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Authority since the date thereof.

(n) The Authority has the right, power and authority to conduct its business and operations with respect to the Airport as described in the Preliminary Official Statement and the Official Statement.

(o) The forecasts included in the Financial Feasibility Report set forth in Appendix A of the Preliminary Official Statement and the Official Statement and in Table 22 in the forepart of the Preliminary Official Statement and the Official Statement are based on information and assumptions that were provided by and/or reviewed with and agreed to by Authority management. The forecasts reflect Authority management's expected course of action during the forecast period, and in Authority management's judgment, present fairly the expected financial results of the Authority.

(p) The Authority is in compliance with all conditions, and has obtained all approvals and consents, necessary for the imposition and use of PFCs, as set forth in the Preliminary

Official Statement and the Official Statement, including paying a portion of the debt service on the PFC Eligible Bonds.

(q) Any certificate signed by any authorized official of the Authority and delivered to the Underwriters shall be deemed to be a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(r) The Authority will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial and operating information and notices of the occurrence of certain enumerated events pursuant to Section (b)(5) of Rule 15c2-12. For the last five years, the Authority has been, and is now, in compliance with all of its continuing disclosure obligations under Rule 15c2-1 2.

(s) Between the date hereof and the Closing Date, the Authority will not supplement or amend the Bond Resolution, or the Subordinate Indenture (except as provided in the Sixth Supplemental Subordinate Indenture), without the prior written consent of the Representative.

5. **Offering; Representation of the Underwriters**.

(a) It shall be a condition to the Authority's obligations to sell and to deliver the Series 2019 Bonds to the Underwriters and to the Underwriters' obligations to purchase and to accept delivery of the Series 2019 Bonds that the entire $_____ principal amount of the Series 2019A Bonds and the entire $_____ principal amount of the Series 2019B Bonds shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters on the Closing Date.

(b) Subject to the provisions of Section 6 hereof, the Underwriters agree to make a bona fide public offering of all of the Series 2019 Bonds at prices not in excess of the initial offering prices (or at yields not lower than the yields) set forth on the inside cover page of the Official Statement (as defined below), provided that the Underwriters may offer and sell the Series 2019 Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices or at yields higher than the initial yields set forth therein.

(c) The Representative is authorized to enter into this Purchase Contract on behalf of the Underwriters and this Purchase Contract is enforceable against the Underwriters in accordance with its terms. The Representative is authorized to take any action under this Purchase Contract required to be taken by the Underwriters. The signatory of this Purchase Contract on behalf of the Representative has been duly authorized to execute this Purchase Contract.

6. **Establishment of Issue Price**.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Authority at [Closing] an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019 Bonds.

(b) [Except for the Hold-the-Price Maturities described in subsection (c) below and Schedule I attached hereto,] the Authority will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Schedule I attached hereto sets forth the maturities of the Series 2019 Bonds for which the 10% test has been satisfied as of the date of this Purchase Contract (the "**10% Test Maturities**") and the prices at which the Underwriters have sold such 10% Test Maturities to the public.

(c) [With respect to the maturities of the Series 2019 Bonds that are not 10% Test Maturities, as described in Schedule I attached hereto (the "**Hold-the-Price Maturities**"), the Representative confirms that the Underwriters have offered such maturities of the Series 2019 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Schedule I attached hereto. The Authority and the Representative, on behalf of the Underwriters, agree that the (i) the Representative shall retain the unsold Bonds of each Hold-the-Price Maturity and shall not allocate any such Bonds to any other Underwriter and (ii) restrictions set forth in the next sentence shall apply to the Hold-the-Price Maturities, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Hold-the-Price Maturities, the Representative will neither offer nor sell unsold Bonds of such maturity of the Hold-the-Price Maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

The Representative shall advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether the Underwriters have sold 10% of that maturity of the Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the [Closing Date] has occurred, until either all Series 2019 Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that, the reporting obligation after the [Closing Date] may be at reasonable periodic intervals or otherwise upon request of the

Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Series 2019 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allocated to it, whether or not the [Closing Date] has occurred, until either all Series 2019 Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such underwriter or dealer that the 10% test has been satisfied as to the Series 2019 Bonds of that maturity, provided that, the reporting obligation after the [Closing Date] may be at reasonable periodic intervals or otherwise upon request of the Representative or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this subsection, the Representative will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement to adhere to the requirements for establishing issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its

corresponding agreement to comply with the requirements for establishing the issue price of the Series 2019 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019 Bonds.

(f) The Underwriters acknowledge that sales of any Series 2019 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) "*underwriter*" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019 Bonds to the public),

(iii) a purchaser of any of the Series 2019 Bonds is a "*related party*" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

7. **Closing.** At 8:00a.m., California time, on December __, 2019 or at such other time as shall have been mutually agreed upon by the Authority and the Representative (the **"Closing Date"),** the Authority will deliver or cause to be delivered to the Representative, under the Fast Automated Securities Transfer System of The Depository Trust Company **("DTC"),** the Series 2019 Bonds, in the form of a separate single fully registered Bond for each series, maturity date and interest rate of the Series 2019 Bonds duly executed by the Authority and authenticated by the Subordinate Trustee, together with the other documents hereinafter mentioned. The Representative will accept such delivery and pay the Purchase Price of the Series 2019 Bonds as set forth in Paragraph 1 hereof by wire transfer in immediately available funds on the Closing Date. The Series 2019 Bonds shall be made available to the Subordinate Trustee not later than one business day before the Closing Date. Upon initial issuance, the ownership of such Series 2019 Bonds shall be registered in the registration books kept by the Subordinate Trustee in the name of Cede & Co., as the nominee of DTC.

Payment for the Series 2019 Bonds, together with delivery of the documents hereinafter mentioned shall be coordinated at the offices of the Authority in San Diego, California, or at such other place as shall have been mutually agreed upon by the Authority and the Representative. Such payment and delivery is herein called the "**Closing**." The Representative shall order CUSIP identification

numbers and the Authority shall cause such CUSIP identification numbers to be printed on the Series 2019 Bonds, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Representative to accept delivery of and pay for the Series 2019 Bonds on the Closing Date in accordance with the terms of this Purchase Contract.

8. **Closing Conditions**. The obligations of the Underwriters hereunder shall be subject to the performance by the Authority of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct in all material respects on the date hereof and on the Closing Date as if made on the Closing Date.

(b) At the time of the Closing (i) the Bond Resolution, the Subordinate Indenture and the Continuing Disclosure Certificate shall be in full force and effect as valid and binding agreements, as applicable, between the parties thereto and the Official Statement shall have been duly authorized, executed and delivered, in substantially the form heretofore submitted to the Underwriters, and the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Bond Resolution and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative (subject to the provisions of this Purchase Contract), and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby; (ii) the Authority shall perform or have performed its obligations required under or specified in this Purchase Contract, the Bond Resolution, the Continuing Disclosure Certificate and the Subordinate Indenture to be performed at or prior to the Closing; and (iii) there shall have been no material adverse change in the financial or physical condition of the Authority or its properties.

(c) At or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative and to its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Underwriters' Counsel**"):

(i) the unqualified approving opinion of Kutak Rock LLP ("**Bond Counsel**"), dated the Closing Date, addressed to the Authority, substantially in the form set forth as Appendix D to the Official Statement, together with a letter to the Underwriters stating that the Underwriters may rely on the same;

(ii) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters, to the effect that: (A) the Series 2019 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the Subordinate Indenture is exempt from qualification under to the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"); and (B) the statements contained in the Official Statement under the captions "DESCRIPTION OF THE SUBORDINATE SERIES 2019 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019 BONDS," "TAX MATTERS," "APPENDIX C - CERTAIN DEFINITIONS AND SUMMARIES OF THE MASTER SUBORDINATE INDENTURE AND THE SIXTH SUPPLEMENTAL SUBORDINATE INDENTURE," excluding any materials that may be treated as included under such captions by cross reference, insofar as such statements expressly summarize certain provisions of the Subordinate Indenture, the Series 2019 Bonds and Bond Counsel's opinion concerning federal tax matters relating to the Series 2019 Bonds, are accurate in all material respects;

(iii) an opinion of Kutak Rock LLP, Disclosure Counsel to the Authority ("**Disclosure Counsel")**, dated the Closing Date and addressed to the Authority and the Underwriters, substantially in the form attached as Exhibit A to this Purchase Contract;

(iv) an opinion, dated the Closing Date and addressed to the Underwriters, of counsel to the Authority, substantially in the form attached as Exhibit B to this Purchase Contract;

(v) an opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, acceptable in form to the Representative;

(vi) an opinion of counsel to the Subordinate Trustee, dated the date of Closing, addressed to the Authority and the Underwriters, to the effect that:

(A) the Subordinate Trustee is a national banking association organized and existing under the laws of the United States of America, having full power and being qualified to enter, accept and administer the trust created under the Subordinate Indenture and to authenticate and deliver the Series 2019 Bonds;

(B) the Series 2019 Bonds have been duly authenticated by the Subordinate Trustee in accordance with the Subordinate Indenture, and the Sixth Supplemental Subordinate Indenture has been duly authorized, executed and delivered by the Subordinate Trustee and, assuming due authorization, execution and delivery thereof by the Authority, the Subordinate Indenture constitutes the legal, valid and binding obligation of the Subordinate Trustee enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and

(C) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Subordinate Indenture or the authentication of the Series 2019 Bonds by the Subordinate Trustee;

(vii) an opinion of counsel to the Escrow Agent, dated the date of Closing, addressed to the Authority and the Underwriters, to the effect that:

(A) the Escrow Agent is a national banking association organized and existing under the laws of the United States of America, having full power and being qualified to enter, accept and administer the trust created under the Escrow Agreement;

(B) the Escrow Agreement has been duly authorized, executed and delivered by the Escrow Agent and, assuming due authorization, execution and delivery thereof by the Authority, the Escrow Agreement constitutes the legal, valid and binding obligation of the Escrow Agent enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and

(C) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Escrow Agent by the Escrow Agent;

(viii) a certificate, dated the Closing Date, of the Authority executed by the President and CEO and one other Designated Officer (as defined in the Bond Resolution), to the effect that (A) the representations and warranties of the Authority in this Purchase Contract are true and correct as of the Closing Date, as if made on the Closing Date; (B) the representations and warranties of the Authority contained in the Subordinate Indenture were true as of the date originally made and are true and correct as of the Closing Date, as if made on the Closing Date; (C) the Authority has complied with all agreements and covenants and satisfied all conditions contemplated by this Purchase Contract, the Bond Resolution and the Subordinate Indenture on its part to be performed or satisfied at or prior to the Closing Date; (D) the Official Statement (except for the information relating to DTC, the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement and under the caption "UNDERWRITING", as to which no view need be expressed (except as provided in (E) below)) as of its date and as of the Closing Date did not and does not contain any untrue statement of a material fact or omit any statement or information which is required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Official Statement; and (E) the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement (1) are based on information and assumptions that were provided by and/or reviewed with and agreed to by Authority management, and (2) reflect Authority management's expected course of action during the forecast period, and in Authority management's judgment, present fairly the expected financial results of the Authority;

(ix) a certificate of the Subordinate Trustee, dated the Closing Date, to the effect that:

(A) the Subordinate Trustee is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into, accept the trusts created under and perform its duties under the Subordinate Indenture and to authenticate the Series 2019 Bonds;

(B) the Subordinate Trustee was and is duly authorized to enter into the Subordinate Indenture and to authenticate and deliver the Series 2019 Bonds to the Underwriters pursuant to the terms of the Subordinate Indenture;

(C) the execution and delivery by the Subordinate Trustee of the Subordinate Indenture, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Subordinate Trustee is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Subordinate Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the

Subordinate Trustee with respect to any federal or state securities or blue sky laws or regulations);

(D) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of the knowledge of the Subordinate Trustee, threatened against or affecting the existence of the Subordinate Trustee or in any way contesting or affecting ·the validity or enforceability of the Series 2019 Bonds or the Subordinate Indenture or contesting the powers of the Subordinate Trustee or its authority to enter into and perform its obligations under any of the foregoing, or wherein an unfavorable decision, ruling or finding would adversely affect the Subordinate Trustee or the transactions contemplated in connection with the issuance and sale of the Series 2019 Bonds, or which, in any way, would adversely affect the validity of the Series 2019 Bonds, the Subordinate Indenture or any agreement or instrument to which the Subordinate Trustee is a party and which is used or contemplated for use in the Subordinate Indenture, or the consummation of the transactions contemplated in connection with the issuance and sale of the Series 2019 Bonds; and

(E) subject to the provisions of the Sixth Supplemental Subordinate Indenture, the Subordinate Trustee will apply the proceeds from the Series 2019 Bonds to the purposes specified in the Sixth Supplemental Subordinate Indenture;

(x) a certificate of the Escrow Agent, dated the Closing Date, to the effect that:

(A) the Escrow Agent is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into, accept the trusts created under and perform its duties under the Escrow Agreement;

(B) the Escrow Agent was and is duly authorized to enter into the Escrow Agreement;

(C) the execution and delivery by the Escrow Agent of the Escrow Agreement, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Escrow Agent is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Escrow Agent or any of its activities or properties (except that no representation, warranty or agreement is made by the Escrow Agent with respect to any federal or state securities or blue sky laws or regulations); and

(D) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of the knowledge of the Escrow Agent, threatened against or affecting the existence of the Escrow Agent or in any way contesting or affecting ·the validity or enforceability of the Escrow Agreement or contesting the powers of the Escrow Agent or its authority to enter into and perform its obligations under the Escrow Agreement, or wherein an unfavorable

decision, ruling or finding would adversely affect the Escrow Agent or the transactions contemplated in connection with the Escrow Agreement;

(xi) certified copies of the Bond Resolution;

(xii) executed copy of the Sixth Supplemental Subordinate Indenture;

(xiii) an executed copy of the Continuing Disclosure Certificate;

(xiv) an executed copy of the Escrow Agreement;

(xv) a duly executed tax certificate of the Authority with respect to the Series 2019 Bonds in form satisfactory to Bond Counsel;

(xvi) two copies of the Official Statement, signed by the President and CEO/Executive Director of the Authority;

(xvii) an executed copy of the Financial Feasibility Report, together with the consent and certificate of Unison Consulting, Inc. (the "**Feasibility Consultant**") substantially in the form of Exhibit C attached hereto;

(xviii) a DTC Letter of Representation, executed by the Authority and accepted by DTC;

(xix) evidence satisfactory to the Representative that Moody's Investors Service, Inc. **("Moody's"),** S&P Global Ratings, a division of Standard & Poor's Financial Services LLC **("S&P")** and Fitch Ratings **("Fitch")** have assigned ratings of "__,""__" and "__," respectively, to the Series 2019 Bonds;

(xx) a copy of the Report of Proposed Debt Issuance and the Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission; and

(xxi) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations and warranties of the Authority contained in this Purchase Contract and the due performance or satisfaction by the Authority at or prior to such time of all covenants and agreements then to be performed and all conditions then to be satisfied by the Authority pursuant to this Purchase Contract.

(d) If on the Closing Date the Authority fails to deliver any of the certificates, documents or opinions listed in Paragraph 8(c) of this Purchase Contract or is otherwise unable to satisfy the conditions to the obligations of the Underwriters hereunder, this Purchase Contract shall terminate at the option of the Representative and neither party shall have any further obligations hereunder.

9. **Termination.** The Representative, on behalf of the Underwriters, may terminate this Purchase Contract, without liability therefor (evidenced by a written notice to the Authority terminating the obligation of the Underwriters to accept delivery of and make any payment for the Series 2019

Bonds and stating the reasons therefor), if at any time subsequent to the date of this Purchase Contract and prior. to the Closing:

(a) There shall occur any of the following which in such case, in the reasonable opinion of the Representative will materially adversely affect (1) the marketability or the market price of the Series 2019 Bonds at the initial offering prices set forth in the Official Statement or (2) the ability of the Underwriters to enforce contracts for the sale of the Series 2019 Bonds:

(i) there shall occur any change, or any development involving a prospective change, in or affecting the business, properties or financial condition of the Authority;

(ii) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by any member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service, or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on the Series 2019 Bonds or securities of the general character of the Series 2019 Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on the Series 2019 Bonds or securities of the general character of the Series 2019 Bonds in the hands of the owners thereof;

(iii) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities, or any escalation of existing hostilities, or any other national or international calamity, crisis or event;

(iv) any underlying rating (without taking into account any credit support provided by a third party) of Series 2019 Bonds, or any other bonds, notes or other obligations of the Authority shall have been downgraded, suspended or withdrawn, or the possibility of such a downgrading, suspension or withdrawal shall have been publicly announced, by Moody's, S&P or Fitch; or

(v) any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, board, department or agency of the State of California or the United States, or a decision by any court of competent jurisdiction within the State of California or any court of the United States shall be rendered, affecting the Authority or the Series 2019 Bonds.

(b) There shall have occurred the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California or a major financial crisis or a material disruption in commercial banking or securities settlement, payment or clearance services materially affecting the Series 2019 Bonds.

(c) There shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or the New York Stock Exchange, other national

securities exchange or any governmental authority shall impose, as to the Series 2019 Bonds or obligations of the general character of the Series 2019 Bonds, any material restrictions not in force or not being enforced, or a material increase of those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters as of the date hereof, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of any governmental authority having jurisdiction;

(d) An event occurs, or information becomes known, which, in the reasonable judgment of the Representative makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, in any such event, (i) the Authority refuses to permit the Official Statement to be supplemented to correct or supply such statement or information, or (ii) the effect of the Official Statement as so supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the marketability or market price of the Series 2019 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2019 Bonds to customers.

(e) Legislation shall be enacted, or a decision of a court of the United States shall be rendered or any action, including a stop-order, shall be taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of counsel to the Underwriters and Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2019 Bonds to be registered under the Securities Act or the Securities Exchange Act of 1934, as amended, or the Subordinate Indenture to be qualified under the Trust Indenture Act, or that would make illegal the reoffering, issuance or sale of the Series 2019 Bonds or beneficial interests therein.

10. **Expenses**.

(a) The Underwriters shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder including but not limited to (i) the cost of the preparation, printing, or other reproduction (for distribution on or prior to the date hereof), and delivery of the Subordinate Indenture; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Feasibility Consultant, the Independent Auditors, the Escrow Agent and the Subordinate Trustee, and any other experts or consultants retained by the Authority; (iii) the cost of preparation and printing and signing of the Series 2019 Bonds and the registration of the Series 2019 Bonds; (iv) the cost of preparation, printing and delivery of the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (v) charges of rating agencies for the ratings of the Series 2019 Bonds; (vi) the out-of-pocket expenses (which may be included as an expense component of the Underwriters' discount) of travel and meals for Authority representatives and its advisors to attend pricing meetings, and transaction tokens, relating to the issuance of the Series 2019 Bonds, and (vii) all other costs connected to issuance of the Series 2019 Bonds, except costs specifically described in Paragraph 10(b) below.

(b) The Underwriters shall pay (from the expense component of the Underwriters' discount) (i) the cost of preparation and printing of the Blue Sky memorandum to be used by them and the cost, if any, of printing of this Purchase Contract; (ii) all advertising expenses incurred by them in connection with the public offering of the Series 2019 Bonds; (iii) the fees and disbursements of

Underwriters' Counsel; and (iv) all other expenses incurred by them in connection with their public offering and distribution of the Series 2019 Bonds, including the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review. The Underwriters are required to pay fees to the California Debt and Investment Advisory Commission in connection with the offering of the Series 2019 Bonds. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Authority agrees to reimburse the Underwriters for such fees.

11. **Notices**. Any notice or other communication to be given to the Authority under this Purchase Contract (other than the acceptance hereof as specified in Paragraph 1 hereof) may be given by delivering the same in writing to the San Diego County Regional Airport Authority, 3225 North Harbor Drive, 3rd Floor, San Diego, California 92101, Attention: Vice President, Chief Financial Officer; any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Citigroup Global Markets Inc., _____, Attention: _____.

12. **Governing Law**. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. **Parties in Interest**. This Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is made solely for the benefit of the Authority and the Underwriters. No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Series 2019 Bonds hereunder, and (c) any termination of this Purchase Contract.

14. **Headings**. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

15. **Effectiveness**. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authority and shall be valid and enforceable at the time of such acceptance.

[**ATTACHMENT 4**]

16. **Counterparts.** This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

THE UNDERWRITERS:

CITIGROUP GLOBAL MARKETS INC.
RBC CAPITAL MARKETS, LLC
BACKSTROM MCCARLEY BERRY & CO., LLC
JEFFERIES LLC
MORGAN STANLEY & CO. LLC
SIEBERT CISNEROS SHANK & CO., L.L.C.

By: CITIGROUP GLOBAL MARKETS INC., as Representative of the Underwriters

By _____

The foregoing is hereby agreed to and accepted as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Vice President, Finance & Asset Management
and Treasurer

APPROVED AS TO FORM:

By _____
General Counsel
San Diego County Regional Airport Authority

[Signature page to Purchase Contract]

[**ATTACHMENT 4**]

SCHEDULE I

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue and Revenue Refunding Bonds
Series 2019A
(Governmental/Non-AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

[**ATTACHMENT 4**]

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Bonds
Series 2019B
(Private Activity/AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

REDEMPTION PROVISIONS

Optional Redemption. The Series 201 Bonds maturing on or before July 1, 2027 are not subject to optional redemption prior to maturity. The Series 2019 Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after July 1, 20__ at a redemption price equal to 100% of the principal amount of the Series 2019 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Series 2019A Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	**Principal Amount**

[*] Final Maturity.

The Series 2019B Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	**Principal Amount**

[*] Final Maturity.

[**ATTACHMENT 4**]

EXHIBIT A

FORM OF DISCLOSURE COUNSEL'S OPINION

[[ADD POS 10B5 LETTER]]

[Closing Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

$_____	**$_____**
Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A (Governmental/Non-AMT)	**Subordinate Airport Revenue Bonds Series 2019B (Private Activity/AMT)**

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the San Diego County Regional Airport Authority (the "Authority") in connection with the issuance and sale by the Authority of $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B (the "Series 2019B Bonds," and together with the Series 2019A Bonds, the "Series 2019 Bonds"). In that connection, we have reviewed a printed copy of the Official Statement of the Authority, dated December __, 2019, with respect to the Series 2019 Bonds (the "Official Statement"). We do not assume any responsibility for any electronic version of the Official Statement, and assume that any such version is identical in all respects to the printed version. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Official Statement.

In our capacity as Disclosure Counsel, we have participated with you and other parties in the preparation of the Official Statement. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the Authority; the General Counsel of the Authority; Frasca & Associates, L.L.C., the Authority's municipal advisor; Unison Consulting, Inc., the Feasibility Consultant; Citigroup Global Markets Inc., Jefferies LLC, Backstrom McCarley Berry & Co., LLC, Citigroup Global Markets, Inc., RBC Capital Markets, LLC and Siebert Cisneros Shank & Co., L.L.C., the underwriters of the Series 2019 Bonds (the "Underwriters"); and Stradling Yocca Carlson & Rauth, a Professional Corporation counsel to the Underwriters; We have also reviewed the documents, certificates and opinions delivered this date related to the issuance of the Series 2019 Bonds, other documents and records relating to the authorization, issuance, delivery and sale of the Series 2019 Bonds and certain other files, records and documents of the Authority. In addition, we have relied upon, and assumed the correctness of, the certificates of the officials of the Authority and upon certain documents, opinions and letters.

Based solely on the foregoing, we advise you that although we have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for the accuracy, correctness, fairness or completeness of, the statements included in the Official Statement, during the course of the activities described in the preceding paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance and delivery of the Series 2019 Bonds which causes us to believe that the Official Statement, as of its date and as of the date hereof (except for any information under the captions "UNDERWRITING," "APPENDIX A-FINANCIAL FEASIBILITY REPORT," "APPENDIX B-AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND 2018" and "APPENDIX F- BOOK-ENTRY-ONLY SYSTEM," any CUSIP numbers, financial statements, financial, accounting, statistical, economic, engineering, demographic or tabular data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion included in the Official Statement, or any information about DTC and its book-entry system included or referred to therein, which we expressly exclude from the scope of this letter and as to which we express no opinion or view), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The scope of our engagement has not and does not extend beyond the examinations and the rendering of the opinions expressed herein. Our engagement with respect to the transaction referred to herein terminates upon the date of this letter. No attorney-client relationship has existed or exists between our film and any of the Underwriters in connection with the Series 2019 Bonds or by virtue of this letter. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in current laws, by legislative or regulatory action, by judicial decision or for any other reason. This letter is based solely upon existing laws, regulations, rulings and judicial decisions. We express no opinion as of any subsequent date or with respect to any pending legislation. No person (including, but in no way by limitation, the registered and beneficial owners of the Series 2019 Bonds) other than the addressees of this letter, may rely upon this letter without our express prior written consent. This letter may not be utilized by the addressees for any other purpose whatsoever and may not be quoted by such addressees without our express prior written consent.

Very truly yours,

[**ATTACHMENT 4**]

EXHIBIT B

FORM OF AUTHORITY COUNSEL'S OPINION

[Closing Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

Re: San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds, Series 2019A
Subordinate Airport Revenue Bonds, Series 2019B

Ladies and Gentlemen:

I am General Counsel to the San Diego County Regional Airport Authority (the "Authority") and have served as such in connection with the issuance, sale and delivery of its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B (the Series 2019B Bonds," and together with the Series 2019A Bonds, the "Series 2019 Bonds"). The Series 2019 Bonds are being issued pursuant to the San Diego County Regional Airport Authority Act (Section 170000 et seq. of the California Public Utilities Code) (the "Act"); the Revenue Bond Law of 1941 Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title *5* of the California Government Code, excluding Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title *5* of the California Government Code and the limitations set forth in California Government Code Section 54402(b), which do not apply to the issuance and sale of bonds pursuant to the Act; the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "Subordinate Trustee"); and the Sixth Supplemental Trust Indenture, dated as of December 1, 2019 (the "Sixth Supplemental Subordinate Indenture," and together with the Master Subordinate Indenture, the "Subordinate Indenture"), by and between the Authority and the Subordinate Trustee.

In connection with such advice, I have examined copies of the Subordinate Indenture; the Purchase Contract, dated December __, 2019 (the "Purchase Contract"), between Citigroup Global Markets Inc., as Representative of the Underwriters, and the Authority; the Continuing Disclosure Certificate, dated December __, 2019 (the "Disclosure Certificate"), executed by the Authority; the Escrow Agreement, dated December __, 2019 (the "Escrow agreement"), between the Authority and U.S. Bank National Association, as Escrow Agent; and the Tax Compliance Certificate, dated December __, 2019, with respect to the Series 2019 Bonds (the "Tax Certificate") executed by the Authority. The Subordinate Indenture, the Purchase Contract, the Disclosure Certificate, the Escrow agreement and the Tax Certificate are collectively referred to herein as the "Legal Documents." Additionally, I have reviewed a certified copy of Resolution No. 2019-___, adopted by the board of directors of the Authority (the "Board") on _____ __, 2019 (the "Bond Resolution''). In connection with the delivery of the opinion in numbered paragraph 3 below, I have reviewed my records and

consulted with the other attorneys in my office, the President and CEO, and the Vice President, Finance and Asset Management and Treasurer.

All capitalized terms not defined herein shall have the respective meanings ascribed thereto in the Purchase Contract.

Based upon such examination and considerations of law and fact as I have deemed necessary for the purpose of the opinions expressed herein, I am of the opinion that:

1. The Authority is a local governmental entity of regional government duly organized, validly existing and in good standing under the Act and the laws of the State of California.

2. The Bond Resolution was duly adopted at a meeting of the Board which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout. ·

3. Except as disclosed in the Official Statement, to the best of my knowledge there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority, which would materially and adversely impact the Authority's ability to complete the transactions described in and contemplated by the Preliminary Official Statement and the Official Statement, to restrain or enjoin the payments of debt service on the Series 2019 Bonds from Subordinate Net Revenues (as defined in the Subordinate Indenture) or in any way contesting or affecting the validity of the Legal Documents, the Bond Resolution or the Series 2019 Bonds.

4. The execution and delivery of the Legal Documents, the adoption of the Bond Resolution and the approval of the Preliminary Official Statement and the Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach· of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject.

5. The Legal Documents, have been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies imposed on actions against local government entities in the State of California.

6. No authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the Board, is required for the valid authorization, execution and delivery of the Legal Documents, and the approval of the Preliminary Official Statement and the Official Statement.

7. Based upon examinations which I have made and my discussions in conferences with certain officials of the Authority and others with respect to the Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements

contained in the Official Statement (including the Appendices attached thereto), nothing has come to my attention which would lead me to believe that the Official Statement (other than financial and statistical data therein and incorporated therein by reference, and other than information relating to DTC, the Book-Entry System or information provided by the Underwriters or the Feasibility Consultant for inclusion in the Official Statement, as to which no opinion is expressed) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. ·

This opinion is given in an official capacity and not personally and no personal liability shall derive therefrom.

The use of the term "to the best of my knowledge" or similar phrases to qualify a statement in this Opinion means I do not have current actual knowledge that the statement is inaccurate. ·

This letter is for the sole benefit of the addressees in connection with the sale of the Series 2019 Bonds and is not to be used, circulated, quoted or otherwise referred to for any purpose. No other person may rely on this letter without my prior written consent. I do not undertake, and expressly disclaim, any obligation to amend or supplement this opinion as facts and circumstances come to my attention, or changes in law occur, after the date hereof which could affect such opinion.

Very truly yours,

[**ATTACHMENT 4**]

EXHIBIT C

FORM OF CERTIFICATE OF THE FEASIBILITY CONSULTANT

The undersigned authorized representative of Unison Consulting, Inc. (the "Feasibility Consultant") hereby certifies that:

1. This Certificate is furnished pursuant to Paragraph 8(c)(xiv) of the Purchase Contract, dated December __, 2019, by and between Citigroup Global Markets Inc., as representative of the underwriters named therein (the "Underwriters"), and the San Diego County Regional Airport Authority (the ''Authority"), relating to the sale by the Authority of $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B (the "Series 2019 Bonds," and together with the Series 2019A Bonds, the "Series 2019 Bonds"), as more fully described in the Preliminary Official Statement of the Authority, dated November __, 2019 (the "Preliminary Official Statement") and the Official Statement of the Authority, dated December __, 2019 (the "Official Statement"), prepared in connection with the sale of said Series 2019 Bonds.

2. The Feasibility Consultant has been retained by the Authority as its independent consultant to prepare the Financial Feasibility Report (the "Report"), included as Appendix A to the Preliminary Official Statement and the Official Statement, and consent is hereby given to the references to the Feasibility Consultant on the masthead page and under the captions "INTRODUCTION-Financial Feasibility Report," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019 BONDS-Additional Subordinate Obligations," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019 BONDS- Use of PFCs to Pay Debt Service," "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE - Future Financings," "FINANCIAL FEASIBILITY REPORT" and "CERTAIN INVESTMENT CONSIDERATIONS- Financial Feasibility Report" in the Preliminary Official Statement and the Official Statement and to the inclusion of the Report in Appendix A to the Preliminary Official Statement and the Official Statement.

3. In connection with the preparation of the Report, personnel for the Feasibility Consultant have participated in certain meetings and conference calls with representatives of the Authority, the Authority's Bond Counsel and Disclosure Counsel, the Authority's Municipal Advisor, the Underwriters for the Series 2019 Bonds and their counsel with respect to the issuance of the Series 2019 Bonds. Nothing has come to the attention of the Feasibility Consultant in relation to the preparation of the Report that would cause them to believe the Report was, as of its date or as of the date hereof, or any of the statements in the Preliminary Official Statement and the Official Statement specifically attributed to the Feasibility Consultant were, as of the date of the Preliminary Official Statement or as of the date of the Official Statement, or as of the date hereof, inaccurate in any material respect.

4. This Certificate is solely for the information of, and assistance to, the Authority, its Disclosure Counsel and the Underwriters in conducting and documenting their investigation of the matters covered by the Report in connection with the offering pursuant to the Preliminary Official Statement and the Official Statement of the Series 2019 Bonds, and is not to be used, circulated, quoted or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the purchase or sale of securities (other than the Series 2019 Bonds), nor is it to be

referred to in whole or in part in any other document (other than the Preliminary Official Statement of the Official Statement), except that reference may be made to it in the documents related to the Series 2019 Bonds. The Feasibility Consultant acknowledges and agrees that this Certificate will become part of the transcript related to the Series 2019 Bonds and will be publicly available.

IN WITNESS WHEREOF, the undersigned has executed this certificate this __rd day of December, 2019.

UNISON CONSULTING, INC.

By:_____

Title: _____

[**ATTACHMENT 4**]

EXHIBIT D

ISSUE PRICE CERTIFICATE

$_____	**$_____**
San Diego County	**San Diego County**
Regional Airport Authority	**Regional Airport Authority**
Subordinate Airport Revenue Bonds	**Subordinate Airport Revenue Bonds**
Series 2019A	**Series 2019B**
(Governmental/Non-AMT)	**(Private Activity/AMT)**

The undersigned Citigroup Global Markets Inc. (the "Representative"), on its own behalf and on behalf of RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., L.L.C. (collectively, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2019 Bonds").

1. ***Sale of the 10% Test Maturities***. As of the date of this certificate, for each Maturity of the Series 2019 Bonds listed as a "10% Test Maturity" in Schedule A attached hereto, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto.

[2. ***Initial Offering Price of the Hold-the-Price Maturities***.

(a) The Underwriting Group offered the "Hold-the-Price Maturities" (as listed in Schedule A attached hereto) to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices") on or before the Sale Date.

(b) With respect to the Hold-the-Price Maturities, as agreed to in writing by the Representative in the Forward Delivery Purchase Contract, dated November __, 2019, between the Representative and the Authority, the Representative has (i) retained the unsold Series 2019 Bonds of each Hold-the-Price Maturity and not allocated any such Bonds to any other member of the Underwriter and (ii) not offered or sold unsold Series 2019 Bonds of any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Series 2019 Bonds during the Holding Period.]

3. ***Pricing Wire or Equivalent Communication***. A copy of the pricing wire or equivalent communication for the Series 2019 Bonds is attached to this certificate as Schedule B.

4. ***Establishment of Reserve Fund***. The establishment of the Reserve Fund (as defined in the hereinafter defined Tax Compliance Certificate), at the level of funding described in Section ___ of the Tax Compliance Certificate, in the best judgment of the undersigned, was reasonably required to market the Series 2019 Bonds at the prices and yields listed in Schedule A attached hereto and is reasonable and customary in marketing obligations of the same general type as the Series 2019 Bonds.

5. ***Defined Terms***.

(a) *10% Test Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the "10% Test Maturities."

(b) *Authority* means the San Diego County Regional Airport Authority.

(c) *Hold-the-Price Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the "Hold-the-Price Maturities."

(d) *Holding Period* means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-Price Maturity was sold to the Public at prices that are no higher than or yields that are no lower than the Initial Offering Price for such Hold-the-Price Maturity.

(e) *Maturity* means Series 2019 Bonds with the same credit and payment terms. Series 2019 Bonds with different maturity dates, or Series 2019 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(g) *Related Party*. A purchaser of any Series 2019 Bonds is a "Related Party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2019 Bonds. The Sale Date of the Series 2019 Bonds is November __, 2019.

(i) *Tax Compliance Certificate* means the Tax Compliance Certificate, dated December ___, 2019, executed and delivered by the Authority in connection with the issuance of the Series 2019 Bonds.

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Bonds to the Public

(including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2019 Bonds, and by Kutak Rock LLP, as Bond Counsel to the Authority, in connection with rendering its opinion that the interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Forms 8038 and 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Series 2019 Bonds. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

CITIGROUP GLOBAL MARKETS INC., as
Representative of the Underwriting Group

By _____
Authorized Representative

SCHEDULE A

SALE PRICES OF THE BONDS

(*Attached*)

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

[**ATTACHMENT 5**]

FORWARD DELIVERY PURCHASE CONTRACT

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**	**$_____**
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)	**Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)**	**Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)**

November __, 2019

San Diego County Regional Airport Authority
3225 North Harbor Drive, 3rd Floor
San Diego, California 92101

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the "**Representative**"), as representative of the underwriters listed on the signature page hereof (the "**Underwriters**") hereby offers to enter into this Forward Delivery Purchase Contract (this "**Purchase Contract**") with the San Diego County Regional Airport Authority (the "**Authority**"). The offer made hereby is subject to acceptance by the Authority by execution and delivery of this Purchase Contract to the Underwriters at or prior to 11:59 p.m., California time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriters upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Upon acceptance of this offer by the Authority in accordance with the terms hereof, this Purchase Contract will be binding upon the Authority and upon the Underwriters.

As used in this Purchase Contract, the following terms shall have the meanings set forth below:

"**Closing Date**" means the date specified in Section 1(d) hereof on which various documents, certificates and opinions required by Section 7(c) hereof are to be delivered.

"**Settlement Date**" shall mean the date specified in Section 1(e) hereof on which, subject to the terms and conditions hereof, the Underwriters pay for, and the Authority delivers the Series 2020 Bonds (defined below) and the other documents, certificates and opinions required by Section 9(a) hereof.

All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Official Statement or the Subordinate Indenture, each as hereinafter defined.

1. **Purchase and Sale**.

(a) Upon the terms and conditions and upon the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters, acting as principals and independent contractors and not as agents or fiduciaries, hereby, jointly and severally, agree to purchase from the Authority, and the Authority hereby agrees to sell to the Underwriters, all (but not less than all) of the Authority's $_____ Subordinate Airport Revenue Refunding Bonds, Series 2020A (Governmental/Non-AMT) (the "**Series 2020A Bonds**"), $_____ Subordinate Airport Revenue Refunding Bonds, Series 2020B (Private Activity/Non-AMT) (the "**Series 2020B Bonds**"), and $_____Subordinate Airport Revenue Refunding Bonds, Series 2020C (Private Activity/AMT) (the "**Series 2020C Bonds**," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "**Series 2020 Bonds**"). The Series 2020 Bonds shall be dated the date of issuance, shall bear interest payable on July 1, 2020 and thereafter semiannually each January 1 and July 1 at the rates, shall mature on July 1 in each year in the amounts, and shall be subject to redemption, all as set forth in the attached Schedule I. The purchase price for the Series 2020A Bonds shall be $_____ (consisting of the aggregate principal amount of the Series 2020A Bonds, plus original issue premium of $_____, less an underwriters' discount of $_____) (the "**Series 2020A Purchase Price**"). The purchase price for the Series 2020B Bonds shall be $_____ (consisting of the aggregate principal amount of the Series 2020B Bonds, plus original issue premium of $_____, less an underwriters' discount of $_____) (the "**Series 2020B Purchase Price**"). The purchase price for the Series 2020C Bonds shall be $_____ (consisting of the aggregate principal amount of the Series 2020C Bonds, plus original issue premium of $_____, less an underwriters' discount of $_____) (the "**Series 2020C Purchase Price**," and collectively with the Series 2020A Purchase Price and the Series 2020B Purchase Price, the "**Purchase Price**").

(b) The Authority will undertake, pursuant to a Continuing Disclosure Certificate (the "**Continuing Disclosure Certificate**"), to provide certain annual financial and operating information and notices of the occurrence of certain enumerated events. A description of this undertaking is set forth in the Official Statement.

(c) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2020 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Authority and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as municipal advisors (as defined in Section 15B(e)(4) of the Securities Exchange Act of 1934, as amended), or agents, advisors or fiduciaries of the Authority, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2020 Bonds contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliates of the Underwriters, have provided other services or are currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering of the Series 2020 Bonds contemplated hereby except the obligations expressly set forth in this Purchase Contract and except as otherwise provided by law, (iv) the Authority has consulted with its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2020 Bonds, and (v) the Underwriters have financial and other interests that differ from those of the Authority. Nothing in the foregoing paragraph is intended to limit the Underwriters' obligations of fair dealing under the Municipal Securities Rulemaking Board's Rule G-17.

(d) At 8:00 a.m., California time, on December __, 2019 or at such other time as shall have been mutually agreed upon by the Authority and the Representative (the **"Closing Date"),** the Authority will, subject to the terms and conditions hereof, deliver or cause to be delivered to the Underwriters at the offices of the Authority, or at such other place as shall have been mutually agreed upon by the Authority and the Representative, the documents, certificates and opinions specified in Section 7(c) hereof (such delivery meeting the requirements of Section 7(c) hereof shall be referred to herein as the "**Closing**"); and the Underwriters will accept such delivery.

(e) If the Closing is completed in accordance with the provisions of this Purchase Contract, then, subject to the terms and conditions hereof, on April __, 2020, or at such other time or on such other date as the Authority and the Representative shall mutually agree upon (the "**Settlement Date**") the Authority will cause to be delivered to the Representative, under the Fast Automated Securities Transfer System of The Depository Trust Company **("DTC"),** the Series 2020 Bonds, in the form of a separate single fully registered bond for each series, maturity date and interest rate of the Series 2020 Bonds duly executed by the Authority and authenticated by the hereinafter defined Subordinate Trustee, together with the other documents hereinafter mentioned. The Representative will accept such delivery and pay the Purchase Price as set forth in Section 1 hereof by wire transfer in immediately available funds on the Settlement Date. The Series 2020 Bonds shall be made available to the Subordinate Trustee not later than one business day before the Settlement Date. Upon initial issuance, the ownership of such Series 2020 Bonds shall be registered in the registration books kept by the Subordinate Trustee in the name of Cede & Co., as the nominee of DTC.

Payment for the Series 2020 Bonds, together with delivery of the documents hereinafter mentioned shall be coordinated at the offices of the Authority in San Diego, California, or at such other place as shall have been mutually agreed upon by the Authority and the Representative. Such payment and delivery is herein called the "**Settlement**." The Representative shall order CUSIP identification numbers and the Authority shall cause such CUSIP identification numbers to be printed on the Series 2020 Bonds, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Representative to accept delivery of and pay for the Series 2020 Bonds on the Settlement Date in accordance with the terms of this Purchase Contract.

2. **The Series 2020 Bonds**. The Series 2020 Bonds will be issued pursuant to Section 170000 et seq. of the California Public Utilities Code (the "**Act**"); the Revenue Bond Law of 1941 Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title *5* of the California Government Code and the limitations set forth in California Government Code Section 54402(b), which do not apply to the issuance and sale of bonds pursuant to the Act; and the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "**Master Subordinate Indenture**"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "**Subordinate Trustee**"), and the Seventh Supplemental Subordinate Trust Indenture, to be dated as of April 1, 2020 (the "**Seventh Supplemental Subordinate Indenture**," and collectively with the Master Subordinate Indenture and all supplements thereto, the "**Subordinate Indenture**"), by and between the Authority and the Subordinate Trustee. Additionally, the board of directors of the Authority (the "**Board**") authorized the issuance of the Series 2020 Bonds pursuant to a resolution adopted by the Board on _____ __, 2019 (the "**Bond Resolution**"). The Series 2020 Bonds shall be payable from Subordinate Net Revenues, and from certain additional limited funds held by the Subordinate Trustee under the Subordinate Indenture.

The proceeds of the Series 2020 Bonds will be used to (a) refund and defease the Refunded Subordinate Series 2010A Bonds (as defined in the Official Statement) and the Refunded Subordinate Series 2010B Bonds (as defined in the Official Statement), and (b) pay the costs of issuance of the Series 2020 Bonds. The Series 2020 Bonds are being issued for such purposes and shall otherwise be as described in the Subordinate Indenture and the Official Statement.

In connection with the refunding the Refunded Subordinate Series 2010A Bonds and the Refunded Subordinate Series 2010B Bonds, the Authority and U.S. Bank National Association, as trustee and escrow agent, will enter into an Escrow Agreement, to be dated as of the Settlement Date (the "**Escrow Agreement**").

3. **Use and Preparation of Official Statement and Update Official Statement**.

(a) The Authority hereby ratifies, approves and confirms the use and distribution by the Underwriters prior to the date hereof of the Preliminary Official Statement of the Authority with respect to the Series 2020 Bonds, dated November __, 2019 (together with the Appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "**Preliminary Official Statement**"), in connection with the offering and sale of the Series 2020 Bonds. The Authority represents and warrants that the Preliminary Official Statement was deemed final by the Authority as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("**Rule 15c2-12**"), except for those matters permitted by Rule 15c2-12 to be omitted, including maturity amounts, interest rates, offering prices, redemption dates and prices, ratings, underwriters' discount, delivery dates and related terms.

(b) The Authority hereby agrees to deliver or cause to be delivered to the Underwriters, in sufficient time to accompany any confirmation that requests payment from any customer (but in no event later than the earlier of seven business days after the date hereof or two business days prior to the Closing Date), copies of the final Official Statement, dated the date hereof (including all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements to such Official Statement as have been approved by the Authority (after consultation with the Representative)) (the "**Official Statement**") in sufficient quantity (which may be in electronic form) to enable the Underwriters to comply with the rules of the Securities and Exchange Commission (the "**SEC**") and the Municipal Securities Rulemaking Board (the "**MSRB**"). The Authority hereby approves of the use and distribution by the Underwriters of the Official Statement in connection with the offer and sale of the Series 2020 Bonds. At the time of or prior to the date of Closing, the Underwriters shall file a copy of the Official Statement with the MSRB.

(c) Notwithstanding any prior amendment or supplements to the Official Statement made pursuant to Section 4(d) hereof, the Authority, in cooperation with the Underwriters, shall prepare an updated Official Statement dated a date not more than 25 nor less than ten days prior to the Settlement Date (both dates inclusive) relating to the Series 2020 Bonds (the "**Updated Official Statement**"). At the option of the Authority, such Updated Official Statement may be a supplement containing certain updated operating data and other information. Promptly following its preparation, the Authority shall furnish to the Representative the Updated Official Statement in sufficient quantity (which may be in electronic form) to enable the Underwriters to comply with the rules of the SEC and the MSRB to permit the Underwriters (as the Authority shall be informed by the Underwriters) to comply with Rule 15c2-12 and other applicable rules of the SEC and the MSRB as described in subsection (b) of this Section. As used herein, the term "**Official Statement**" shall mean (i) at any point in time during the period from the date of the Official Statement described in subsection (b) of

this Section to but not including the date of delivery of the Updated Official Statement to the Representative pursuant to this subsection (c), the Official Statement described in subsection (b) of this Section and (ii) from and after the date of such delivery of the Updated Official Statement, the Updated Official Statement. References herein as of a specific date to the Official Statement shall mean the Official Statement applicable on such date in accordance with the preceding sentence.

4. **Representations, Warranties, Covenants and Agreements of the Authority**. The Authority represents and warrants to and covenants and agrees with the Underwriters that as of the date hereof:

(a) The Authority is a local governmental entity of regional government with jurisdiction extending throughout the County of San Diego, organized and existing pursuant to the provisions of the Act and the Constitution of the State of California.

(b) The Authority has full legal right, power and authority to enter into this Purchase Contract, the Continuing Disclosure Certificate, the Escrow Agreement and the Subordinate Indenture, to execute this Purchase Contract, the Seventh Supplemental Subordinate Indenture, the Continuing Disclosure Certificate and the Escrow Agreement, to adopt the Bond Resolution and to observe, perform and consummate the covenants, agreements and transactions contemplated by this Purchase Contract, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Official Statement and to issue, sell and deliver the Series 2020 Bonds to the Underwriters as provided herein; and by all necessary official action of the Authority prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bond Resolution and approved the Preliminary Official Statement and the Official Statement; the Bond Resolution is in full force and effect and has not been amended, modified or rescinded; the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of its obligations contained in, the Series 2020 Bonds, the Subordinate Indenture, the Official Statement, the Continuing Disclosure Certificate, the Escrow Agreement and this Purchase Contract, and the consummation by it of all other transactions contemplated by this Purchase Contract to have been performed or consummated at or prior to the Closing Date and the Settlement Date, as the case may be; and the Authority is in compliance in all respects with the terms of the Act and with the obligations in connection with the issuance of the Series 2020 Bonds on its part contained in the Bond Resolution, the Subordinate Indenture, the Series 2020 Bonds and this Purchase Contract.

(c) As of the date thereof and the date hereof, the Preliminary Official Statement (except for the information relating to DTC, the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Preliminary Official Statement and in Table [22] in the forepart of the Preliminary Official Statement, the information under the caption "UNDERWRITING," Appendix H of the Preliminary Official Statement and information permitted to be excluded pursuant to Rule 15c2-12 as to which no representation is made (except as provided in subsection (o) below)) did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Preliminary Official Statement.

As of the date hereof and the Closing Date, the Official Statement (except for the information relating to DTC, the forecasts included in the Financial Feasibility Report set forth in Appendix A of

the Official Statement and in Table 22 in the forepart of the Official Statement, the information under the caption "UNDERWRITING" and Appendix H of the Official Statement as to which no representation is made (except as provided in subsection (o) below)) does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Official Statement.

As of its date and the Settlement Date, the Updated Official Statement (except for the information relating to DTC, the information under the caption "UNDERWRITING" and Appendix H of the Updated Official Statement as to which no representation is made) will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Updated Official Statement.

(d) If between the date hereof and 25 days after the End of the Underwriting Period for the Series 2020 Bonds (as hereinafter defined) (i) any event shall occur or any fact or condition shall become known to the Authority which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Underwriters thereof, and (ii) in the reasonable opinion of the Authority or the Representative, following consultation with the other party hereto, such event, fact or condition requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense supplement or amend the Official Statement.

As used herein, and for the purposes of the foregoing, the term **"End of the Underwriting Period"** for the Series 2020 Bonds shall mean the later of (i) the Settlement Date or (ii) the date on which the End of the Underwriting Period for the Series 2020 Bonds has occurred under Rule 15c2-12; provided, however, that the Authority may assume that, unless notified otherwise in writing by the Representative on or before the Settlement Date, the End of the Underwriting Period for the Series 2020 Bonds will occur on the Settlement Date.

For the purposes of this subsection (d), between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Series 2020 Bonds, the Authority will furnish such information with respect to itself and the Airport as the Underwriters may from time to time reasonably request.

(e) If a change referenced in subsection (d) of this Section occurs subsequent to the Settlement Date, the Authority shall deliver to the Underwriter as soon as practicable thereafter, such legal opinions, certificates, instruments and documents as the Representative may reasonably request to evidence the truth and accuracy of any corrected information.

(f) Between the date hereof and the Settlement Date, except as contemplated by the Official Statement, the Authority will not without the prior written consent of the Representative offer or issue any bonds, notes or other obligations for borrowed money, or, except for its Subordinate

Revolving Obligations or Subordinate Drawdown Bonds or in the ordinary course of business, incur any other material liabilities, direct or contingent, in each case payable from Subordinate Net Revenues.

(g) The Authority is not in violation of, or in material breach of or in material default under, any applicable constitutional provision, law or administrative regulation or order of the State of California or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, or other agreement or instrument to which the Authority is a party or to which the Authority or any of its properties is otherwise bound, and no event has occurred to the knowledge of the Authority and is continuing which, with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, in any such event which violation or breach would have a material adverse effect on the ability of the Authority to repay the Series 2020 Bonds or on the security therefor; and the execution and delivery of this Purchase Contract, the Seventh Supplemental Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement and the Series 2020 Bonds, the adoption of the Bond Resolution, and compliance with the provisions of this Purchase Contract, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Bond Resolution and the Series 2020 Bonds do not conflict with or constitute a material breach of or material default under any California constitutional provision, law, administrative regulation, order, judgment, court decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the Authority is a party, or by which it or any of its properties are bound, nor does any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its properties or under the terms of any such law, regulation or instrument, except as provided by the Series 2020 Bonds or except to the extent that such breach, or the creation or imposition of such lien or charge, would not have a material adverse effect on the security for the Series 2020 Bonds.

(h) Except as expressly set forth in the Official Statement, there is no action, suit, proceeding, hearing, inquiry or investigation, at law or in equity, before or by any California or Federal court, government agency, public board or body, pending or, to the best of the Authority's knowledge, threatened against the Authority (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices in which an adverse decision would affect the Board's adoption of the Bond Resolution or its approval of this Purchase Contract, the Seventh Supplemental Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, the Preliminary Official Statement, the Official Statement or the Series 2020 Bonds; (ii) in any way contesting, affecting or seeking to prohibit, restrain or enjoin the issuance or delivery of any of the Series 2020 Bonds, or the collection of revenues pledged to pay the principal of and interest on the Series 2020 Bonds, or the pledge of such revenues, or the application of the proceeds of the Series 2020 Bonds; (iii) affecting or seeking to prohibit, restrain or enjoin the imposition, collection or use of the PFCs for the payment of debt service as described in the Preliminary Official Statement and in the Official Statement; (iv) in any way contesting or affecting the validity or enforceability of the Series 2020 Bonds, the Subordinate Indenture, the Continuing Disclosure Certificate, the Escrow Agreement or this Purchase Contract, or contesting the powers of the Authority or any authority for the issuance of the Series 2020 Bonds, the adoption of the Bond Resolution or the execution and delivery by the Authority of, the Seventh Supplemental Subordinate Indenture, this Purchase Contract, the Escrow Agreement or the Continuing Disclosure Certificate; (v) which may result in any material adverse change relating to the business, operations or financial condition of the Authority or the ability of the Authority to pay the Series 2020 Bonds; or (vi) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or asserting that the Preliminary Official

Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Authority will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the Authority in cooperation with the Underwriters as may be reasonably requested (i) to qualify the Series 2020 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the Underwriters; and (ii) to determine the eligibility of the Series 2020 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2020 Bonds; provided, however, that the Authority shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(j) The Series 2020 Bonds, when issued and delivered in accordance with the Bond Resolution and the Subordinate Indenture and sold to the Underwriters as provided herein, will be the legal, valid and binding limited obligations of the Authority, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles whether or not sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against local government entities in the State of California, and (subject to the immediately preceding limitations) the owners of the Series 2020 Bonds will be entitled to the benefits of the Subordinate Indenture; upon such issuance and delivery the Subordinate Indenture will provide, for the benefit of the owners from time-to-time of the Series 2020 Bonds, a legally valid and binding pledge of and lien on the Subordinate Net Revenues and the funds and accounts pledged to such Series 2020 Bonds under the Subordinate Indenture.

(k) When executed, this Purchase Contract, the Subordinate Indenture, the Escrow Agreement and the Continuing Disclosure Certificate (assuming due authorization, execution and delivery by the other parties thereto, if applicable) will constitute the valid and legally binding obligations of the Authority, enforceable in accordance with their terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles whether or not sought, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against local government entities in the State of California.

(l) All authorizations, approvals, licenses, permits, consents and orders of any federal or California governmental authority, legislative body, board, court, agency or commission having jurisdiction of the matter, or of any airline or tenant of the Authority, which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Authority of, its respective obligations under this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Subordinate Indenture and the Series 2020 Bonds, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2020 Bonds.

(m) The Authority's Financial Statements set forth as Appendix B to the Preliminary Official Statement and the Official Statement and the financial information regarding the Authority included in Table 13 of the Preliminary Official Statement and the Official Statement fairly present the financial position of the Authority as of the dates indicated and the results of its operations, the sources and uses of its cash and the changes in its fund balances for the periods therein specified to the extent included therein, and are in conformity with generally accepted accounting principles applied on a consistent basis, and there has been no material adverse change in the financial condition or results of operations of the Authority since the date thereof.

(n) The Authority has the right, power and authority to conduct its business and operations with respect to the Airport as described in the Preliminary Official Statement and the Official Statement.

(o) The forecasts included in the Financial Feasibility Report set forth in Appendix A of the Preliminary Official Statement and the Official Statement and in Table 22 in the forepart of the Preliminary Official Statement and the Official Statement are based on information and assumptions that were provided by and/or reviewed with and agreed to by Authority management. The forecasts reflect Authority management's expected course of action during the forecast period, and in Authority management's judgment, present fairly the expected financial results of the Authority.

(p) The Authority is in compliance with all conditions, and has obtained all approvals and consents, necessary for the imposition and use of PFCs, as set forth in the Preliminary Official Statement and the Official Statement, including paying a portion of the debt service on the PFC Eligible Bonds.

(q) Any certificate signed by any authorized official of the Authority and delivered to the Underwriters shall be deemed to be a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(r) The Authority will undertake, pursuant to the Continuing Disclosure Certificate, to provide certain annual financial and operating information and notices of the occurrence of certain enumerated events pursuant to Section (b)(5) of Rule 15c2-12. For the last five years, the Authority has been, and is now, in compliance with all of its continuing disclosure obligations under Rule 15c2-12.

(s) Between the date hereof and the Settlement Date, the Authority will not supplement or amend the Bond Resolution or the Subordinate Indenture (except as provided in the Sixth Supplemental Subordinate Indenture or the Seventh Supplemental Subordinate Indenture or in connection with the Authority's Subordinate Revolving Obligations and Subordinate Drawdown Bonds), without the prior written consent of the Representative.

5. **Offering; Representation of the Underwriters**.

(a) It shall be a condition to the Authority's obligations to sell and to deliver the Series 2020 Bonds to the Underwriters and to the Underwriters' obligations to purchase and to accept delivery of the Series 2020 Bonds that the entire $_____ principal amount of the Series 2020A Bonds, the entire $_____ principal amount of the Series 2020B Bonds and the entire $_____ principal amount of the Series 2020C Bonds shall be issued, sold and delivered by the Authority and purchased, accepted and paid for by the Underwriters on the Settlement Date.

(b) Subject to the provisions of Section 6 hereof, the Underwriters agree to make a bona fide public offering of all of the Series 2020 Bonds at prices not in excess of the initial offering prices (or at yields not lower than the yields) set forth on the inside cover page of the Official Statement (as defined below), provided that the Underwriters may offer and sell the Series 2020 Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices or at yields higher than the initial yields set forth therein.

(c) The Representative is authorized to enter into this Purchase Contract on behalf of the Underwriters and this Purchase Contract is enforceable against the Underwriters in accordance with its terms. The Representative is authorized to take any action under this Purchase Contract required to be taken by the Underwriters. The signatory of this Purchase Contract on behalf of the Representative has been duly authorized to execute this Purchase Contract.

6. **Establishment of Issue Price**.

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2020 Bonds and shall execute and deliver to the Authority at [Closing] an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel (as defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020 Bonds.

(b) [Except for the Hold-the-Price Maturities described in subsection (c) below and Schedule I attached hereto,] the Authority will treat the first price at which 10% of each maturity of the Series 2020 Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). Schedule I attached hereto sets forth the maturities of the Series 2020 Bonds for which the 10% test has been satisfied as of the date of this Purchase Contract (the "**10% Test Maturities**") and the prices at which the Underwriters have sold such 10% Test Maturities to the public.

(c) [With respect to the maturities of the Series 2020 Bonds that are not 10% Test Maturities, as described in Schedule I attached hereto (the "**Hold-the-Price Maturities**"), the Representative confirms that the Underwriters have offered such maturities of the Series 2020 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Schedule I attached hereto. The Authority and the Representative, on behalf of the Underwriters, agree that the (i) the Representative shall retain the unsold Bonds of each Hold-the-Price Maturity and shall not allocate any such Bonds to any other Underwriter and (ii) restrictions set forth in the next sentence shall apply to the Hold-the-Price Maturities, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Hold-the-Price Maturities, the Representative will neither offer nor sell unsold Bonds of such maturity of the Hold-the-Price Maturities to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

The Representative shall advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether the Underwriters have sold 10% of that maturity of the Hold-the-Price Maturities to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the [Closing Date] has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the [Closing Date] may be at reasonable periodic intervals or otherwise upon request of the Representative, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) to promptly notify the Representative of any sales of Series 2020 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2020 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2020 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2020 Bonds of each maturity allocated to it, whether or not the [Closing Date] has occurred, until either all Series 2020 Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such underwriter or dealer that the 10% test has been satisfied as to the Series 2020 Bonds of that maturity, provided that, the reporting obligation after the [Closing Date] may be at reasonable periodic intervals or otherwise upon request of the Representative or such underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if

applicable, if and for so long as directed by the Representative or the underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this subsection, the Representative will rely on (i) the agreement of each underwriter to comply with the requirements for establishing the issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2020 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement to adhere to the requirements for establishing issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Series 2020 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2020 Bonds.

(f) The Underwriters acknowledge that sales of any Series 2020 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2020 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(ii) "*underwriter*" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2020 Bonds to the public),

(iii) a purchaser of any of the Series 2020 Bonds is a "*related party*" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50%

common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

7. **Closing Conditions**. The obligations of the Underwriters hereunder shall be subject to the performance by the Authority of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct in all material respects on the date hereof and on the Closing Date as if made on the Closing Date.

(b) At the time of the Closing (i) the Bond Resolution shall be in full force and effect and the Official Statement shall have been duly authorized, executed and delivered, in substantially the form heretofore submitted to the Underwriters, and the Bond Resolution and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative (subject to the provisions of this Purchase Contract), and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby; (ii) the Authority shall perform or have performed its obligations required under or specified in this Purchase Contract and the Bond Resolution to be performed at or prior to the Closing; and (iii) there shall have been no material adverse change in the financial or physical condition of the Authority or its properties.

(c) At or prior to the Closing, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative and to its counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation ("**Underwriters' Counsel**"):

(i) a letter from Kutak Rock LLP ("**Bond Counsel**"), dated the Closing Date, addressed to the Underwriters to the effect that it is not aware of any reason that will prevent it from delivering on the Settlement Date an approving opinion in the form set forth as Appendix E-2 to the Official Statement, together with a letter to the Underwriters stating that the Underwriters may rely on the same;

(ii) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters, to the effect that: (A) the Purchase Contract has been duly executed and delivered by the Authority and, assuming the due authorization, execution and delivery by the other party thereto, constitutes the binding and enforceable agreement of the Authority; (B) assuming no change in applicable law from the law in effect on the Closing Date, on the Settlement Date, the Series 2020 Bonds, if issued, will not be subject to the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the Subordinate Indenture, when executed, will be exempt from qualification under to the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"); and (C) the statements contained in the Official Statement under the captions "DESCRIPTION OF THE SUBORDINATE SERIES 2019/20 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS," "TAX MATTERS," "APPENDIX C-1—CERTAIN DEFINITIONS," "APPENDIX C-3—SUMMARY OF THE MASTER SUBORDINATE INDENTURE," and "APPENDIX C-5—SUMMARY OF THE SEVENTH SUPPLEMENTAL

SUBORDINATE INDENTURE," excluding any materials that may be treated as included under such captions by cross reference, insofar as such statements expressly summarize certain provisions of the Subordinate Indenture, the Series 2020 Bonds and Bond Counsel's proposed opinion concerning federal tax matters relating to the Series 2020 Bonds, are accurate in all material respects;

(iii) letters from Kutak Rock LLP, Disclosure Counsel to the Authority ("**Disclosure Counsel**"), dated the Closing Date and addressed to the Authority and the Underwriters, substantially in the forms attached as Exhibit A-1 to this Purchase Contract;

(iv) an opinion, dated the Closing Date and addressed to the Underwriters, of the General Counsel to the Authority, substantially in the form attached as Exhibit B-1 to this Purchase Contract;

(v) a letter, dated the Closing Date and addressed to the Underwriters, of the General Counsel to the Authority, to the effect that it is not aware of any reason that will prevent it from delivering the opinion required by Section 9(a)(v) hereof on the Settlement Date;

(vi) an opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, acceptable in form to the Representative;

(vii) a certificate, dated the Closing Date, of the Authority executed by the President and CEO and one other Designated Officer (as defined in the Bond Resolution), to the effect that (A) the representations and warranties of the Authority in this Purchase Contract are true and correct as of the Closing Date, as if made on the Closing Date; (B) the Authority has complied with all agreements and covenants and satisfied all conditions contemplated by this Purchase Contract and the Bond Resolution on its part to be performed or satisfied at or prior to the Closing Date; (D) the Official Statement (except for the information relating to DTC,·the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement, the information under the caption "UNDERWRITING" and Appendix H of the Official Statement as to which no view need be expressed (except as provided in clause (E) below)) as of its date and as of the Closing Date did not and does not contain any untrue statement of a material fact or omit any statement or information which is required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Financial Feasibility Report and the Official Statement; and (E) the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement (1) are based on information and assumptions that were provided by and/or reviewed with and agreed to by Authority management, and (2) reflect Authority management's expected course of action during the forecast period, and in Authority management's judgment, present fairly the expected financial results of the Authority;

(viii) a certified copy of the Bond Resolution;

(ix) draft copies of the Seventh Supplemental Subordinate Indenture, the Escrow Agreement and the Continuing Disclosure Certificate, to be executed and delivered on the Settlement Date;

(x) a duly executed tax certificate of the Authority with respect to the Series 2020 Bonds in form satisfactory to Bond Counsel;

(xi) two copies of the Official Statement, signed by the President and CEO/Executive Director of the Authority;

(xii) an executed copy of the Financial Feasibility Report, together with the consent and certificate of the Feasibility Consultant substantially in the form of Exhibit C-1 attached hereto;

(xiii) a DTC Letter of Representation, executed by the Authority and accepted by DTC;

(xiv) evidence satisfactory to the Representative that, as of the Closing Date, S&P Global Ratings, a division of Standard & Poor's Financial Services LLC **("S&P")** and Fitch Ratings **("Fitch")** have assigned ratings of "__" and "__," respectively, to the Series 2020 Bonds;

(xv) a Verification Report of Robert Thomas CPA, LLC (the "**Verification Agent**") stating that the amounts to be deposited in the Escrow Funds to be established pursuant to the Escrow Agreement will be sufficient to pay when due the principal of and interest on the Refunded Bonds;

(xvi) a copy of the Report of Proposed Debt Issuance required to be delivered to the California Debt and Investment Advisory Commission; and

(xvii) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations and warranties of the Authority contained in this Purchase Contract and the due performance or satisfaction by the Authority at or prior to such time of all covenants and agreements then to be performed and all conditions then to be satisfied by the Authority pursuant to this Purchase Contract.

(d) If on the Closing Date the Authority fails to deliver any of the certificates, documents or opinions listed in Section 7(c) of this Purchase Contract or is otherwise unable to satisfy the conditions to the obligations of the Underwriters hereunder, this Purchase Contract shall terminate at the option of the Representative and neither party shall have any further obligations hereunder.

8. **Termination Prior to the Closing Date.** The Representative, on behalf of the Underwriters, may terminate this Purchase Contract, without liability therefor (evidenced by a written notice to the Authority terminating the obligation of the Underwriters to accept delivery of and make any payment for the Series 2020 Bonds and stating the reasons therefor), if at any time subsequent to the date of this Purchase Contract and prior to the Closing Date:

(a) There shall occur any of the following which in such case, in the reasonable opinion of the Representative will materially adversely affect (1) the marketability or the market price of the Series 2020 Bonds at the initial offering prices set forth in the Official Statement or (2) the ability of the Underwriters to enforce contracts for the sale of the Series 2020 Bonds:

(i) there shall occur any change, or any development involving a prospective change, in or affecting the business, properties or financial condition of the Authority;

(ii) legislation shall have been enacted by the Congress of the United States, or introduced by amendment or otherwise in or passed by either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress of the United States by any committee of such House to which such legislation has been referred for consideration, or recommended or endorsed for passage or presented for consideration by any member of any such committee or by the Treasury Department of the United States, the Internal Revenue Service, or the staff of the Joint Committee on Taxation of the Congress, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement shall have been made by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency of appropriate jurisdiction, with respect to federal taxation of interest received on the Series 2020 Bonds or securities of the general character of the Series 2020 Bonds or which would have the effect of changing, directly or indirectly, the federal tax consequences of receipt of interest on the Series 2020 Bonds or securities of the general character of the Series 2020 Bonds in the hands of the owners thereof;

(iii) there shall have occurred a declaration of war by the United States, any new outbreak of hostilities, or any escalation of existing hostilities, or any other national or international calamity, crisis or event;

(iv) any underlying rating (without taking into account any credit support provided by a third party) of Series 2020 Bonds, or any other bonds, notes or other obligations of the Authority shall have been downgraded, suspended or withdrawn, or the possibility of such a downgrading, suspension or withdrawal shall have been publicly announced, by S&P or Fitch; or

(v) any legislation, ordinance, rule or regulation shall be introduced in or enacted by any governmental body, board, department or agency of the State of California or the United States, or a decision by any court of competent jurisdiction within the State of California or any court of the United States shall be rendered, affecting the Authority or the Series 2020 Bonds.

(b) There shall have occurred the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California or a major financial crisis or a material disruption in commercial banking or securities settlement, payment or clearance services materially affecting the Series 2020 Bonds.

(c) There shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or the New York Stock Exchange, other national securities exchange or any governmental authority shall impose, as to the Series 2020 Bonds or obligations of the general character of the Series 2020 Bonds, any material restrictions not in force or not being enforced, or a material increase of those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, the Underwriters as of the date hereof, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of any governmental authority having jurisdiction;

(d) An event occurs, or information becomes known, which, in the reasonable judgment of the Representative makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary

to make the statements therein, in the light of the circumstances under which they were made, not misleading, and, in any such event, (i) the Authority refuses to permit the Official Statement to be supplemented to correct or supply such statement or information, or (ii) the effect of the Official Statement as so supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the marketability or market price of the Series 2020 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2020 Bonds to customers.

(e) Legislation shall be enacted, or a decision of a court of the United States shall be rendered or any action, including a stop-order, shall be taken by, or on behalf of, the SEC or any other governmental agency having jurisdiction in the subject matter which, in the opinion of counsel to the Underwriters and Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2020 Bonds to be registered under the Securities Act or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or the Subordinate Indenture to be qualified under the Trust Indenture Act, or that would make illegal the reoffering, issuance or sale of the Series 2020 Bonds or beneficial interests therein.

9. Conditions to Settlement.

(a) At or prior to the Settlement, the Underwriters shall receive the following documents, in each case reasonably satisfactory in form and substance to the Representative and to Underwriters' Counsel:

(i) The unqualified approving opinion of Bond Counsel, dated the Settlement Date, addressed to the Authority, substantially in the form attached to the Official Statement and the Updated Official Statement as Appendix E-2, together with a letter to the Underwriters stating that the Underwriters may rely on the same;

(ii) a supplemental opinion of Bond Counsel, dated the Settlement Date and addressed to the Underwriters, to the effect that: (A) the Continuing Disclosure Certificate and the Escrow Agreement have been duly executed and delivered by the Authority and, assuming the due authorization, execution and delivery by the other party thereto, as applicable, constitute the binding and enforceable agreements of the Authority; (B) the Series 2020 Bonds are not subject to the registration requirements of the Securities Act, and the Subordinate Indenture is exempt from qualification under the Trust Indenture; and (C) the statements contained in the Updated Official Statement under the captions "DESCRIPTION OF THE SUBORDINATE SERIES 2019/20 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS," "TAX MATTERS," "APPENDIX C-1—CERTAIN DEFINITIONS," "APPENDIX C-3—SUMMARY OF THE MASTER SUBORDINATE INDENTURE," and "APPENDIX C-5—SUMMARY OF THE SEVENTH SUPPLEMENTAL SUBORDINATE INDENTURE," excluding any materials that may be treated as included under such captions by cross reference, insofar as such statements expressly summarize certain provisions of the Subordinate Indenture, the Series 2020 Bonds and Bond Counsel's opinion concerning federal tax matters relating to the Series 2020 Bonds, are accurate in all material respects;

(iii) a letter of Disclosure Counsel, dated the Settlement Date and addressed to the Authority and the Underwriters, substantially in the form attached as Exhibit A-2 to this Purchase Contract;

(iv) an opinion of Bond Counsel to the effect that the Refunded Bonds have been defeased and are no longer outstanding under the resolution pursuant to which they were issued;

(v) an opinion, dated the Settlement Date and addressed to the Underwriters, of the General Counsel to the Authority, substantially in the form attached as Exhibit B-2 to this Purchase Contract;

(vi) an opinion of Underwriters' Counsel, dated the Settlement Date and addressed to the Underwriters, acceptable in form to the Representative;

(vii) an opinion of counsel to the Subordinate Trustee, dated the date of Settlement, addressed to the Authority and the Underwriters, to the effect that:

(A) the Subordinate Trustee is a national banking association organized and existing under the laws of the United States of America, having full power and being qualified to enter, accept and administer the trust created under the Subordinate Indenture and the Escrow Agreement and to authenticate and deliver the Series 2020 Bonds;

(B) the Series 2020 Bonds have been duly authenticated by the Subordinate Trustee in accordance with the Subordinate Indenture, and the Seventh Supplemental Subordinate Indenture and the Escrow Agreement have been duly authorized, executed and delivered by the Subordinate Trustee and, assuming due authorization, execution and delivery thereof by the Authority, the Subordinate Indenture and the Escrow Agreement constitute the legal, valid and binding obligations of the Subordinate Trustee enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought; and

(C) no authorization, approval, consent or order of any governmental agency or any other person is required for the valid authorization, execution and delivery of the Subordinate Indenture or the Escrow Agreement or the authentication of the Series 2020 Bonds by the Subordinate Trustee;

(viii) a certificate, dated the Settlement Date, of the Authority executed by the President and CEO and one other Designated Officer (as defined in the Bond Resolution), to the effect that (A) the representations and warranties of the Authority in this Purchase Contract are true and correct as of the Settlement Date, as if made on the Settlement Date; (B) the representations and warranties of the Authority contained in the Subordinate Indenture were true as of the date originally made and are true and correct as of the Settlement Date, as if made on the Settlement Date; (C) the Authority has complied with all agreements and covenants and satisfied all conditions contemplated by this Purchase Contract, the Bond Resolution, the Subordinate Indenture and the Escrow Agreement on its part to be performed or satisfied at or prior to the Settlement Date; (D) the Update Official Statement (except for the information relating to DTC,·the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement, the information under the caption "UNDERWRITING" and Appendix H of the Official Statement as to which no representation is made (except as provided in subsection (E) below)) as of its date and as of the Settlement Date did not and does not contain any untrue statement of a

material fact or omit any statement or information which is required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that, except as otherwise provided in this Purchase Contract, the Authority makes no representations as to employment and economic data (including projections) obtained from third parties contained in the Updated Official Statement; and (E) the forecasts included in the Financial Feasibility Report set forth in Appendix A of the Official Statement and in Table 22 in the forepart of the Official Statement (1) are based on information and assumptions that were provided by and/or reviewed with and agreed to by Authority management, and (2) reflect Authority management's expected course of action during the forecast period, and in Authority management's judgment, present fairly the expected financial results of the Authority

(ix) a certificate of the Subordinate Trustee, dated the Settlement Date, to the effect that:

(A) the Subordinate Trustee is duly organized and existing as a national banking association organized and existing under the laws of the United States of America, having the full power and authority to enter into, accept the trusts created under and perform its duties under the Subordinate Indenture and the Escrow Agreement and to authenticate the Series 2020 Bonds;

(B) the Subordinate Trustee was and is duly authorized to enter into the Subordinate Indenture and the Escrow Agreement and to authenticate and deliver the Series 2020 Bonds to the Underwriters pursuant to the terms of the Subordinate Indenture;

(C) the execution and delivery by the Subordinate Trustee of the Subordinate Indenture and the Escrow Agreement, and compliance with the terms thereof, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Subordinate Trustee is a party or by which it is bound, or, to its best knowledge, any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Subordinate Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Subordinate Trustee with respect to any federal or state securities or blue sky laws or regulations);

(D) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of the knowledge of the Subordinate Trustee, threatened against or affecting the existence of the Subordinate Trustee or in any way contesting or affecting ·the validity or enforceability of the Series 2020 Bonds, the Subordinate Indenture or the Escrow Agreement or contesting the powers of the Subordinate Trustee or its authority to enter into and perform its obligations under any of the foregoing, or wherein an unfavorable decision, ruling or finding would adversely affect the Subordinate Trustee or the transactions contemplated in connection with the issuance and sale of the Series 2020 Bonds, or which, in any way, would adversely affect the validity of the Series 2020 Bonds, the Subordinate Indenture, the Escrow Agreement or any agreement or instrument to which the Subordinate Trustee is a party and which is used or contemplated for use in the Subordinate Indenture of the Escrow Agreement, or the consummation of the

transactions contemplated in connection with the issuance and sale of the Series 2020 Bonds; and

(E) subject to the provisions of the Seventh Supplemental Subordinate Indenture, the Subordinate Trustee will apply the proceeds from the Series 2020 Bonds to the purposes specified in the Seventh Supplemental Subordinate Indenture;

(x) a certified copy of the Bond Resolution;

(xi) an executed copy of the Seventh Supplemental Subordinate Indenture;

(xii) an executed copy of the Continuing Disclosure Certificate;

(xiii) an executed copy of the Escrow Agreement;

(xiv) two copies of the Updated Official Statement, signed by the President and CEO/Executive Director of the Authority;

(xv) an executed copy of the Financial Feasibility Report contained in the Updated Official Statement, together with the consent and certificate of the Feasibility Consultant, substantially in the form of Exhibit C-2 attached hereto, dated as the Settlement Date (such Feasibility Report to be included in the Updated Official Statement may be in the form of the Feasibility Report included in the Official Statement, with a cover letter or supplement, dated the date of the Updated Official Statement, containing any necessary updates or additional information since the date of the Official Statement);

(xvi) a DTC Letter of Representation, executed by the Authority and accepted by DTC;

(xvii) evidence satisfactory to the Representative that S&P and Fitch have each assigned ratings to the Series 2020 Bonds;

(xviii) a Verification Report of the Verification Agent, or a letter from the Verification Agent confirming the accuracy of the Verification Report delivered at Closing, stating that the amounts to be deposited in the Escrow Funds to be established pursuant to the Escrow Agreement will be sufficient to pay when due the principal of and interest on the Refunded Bonds;

(xix) a copy of the Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission; and

(xx) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy as of the time of the Settlement of the representations and warranties of the Authority contained in this Purchase Contract and the due performance or satisfaction by the Authority at or prior to such time of all covenants and agreements then to be performed and all conditions then to be satisfied by the Authority pursuant to this Purchase Contract.

(b) If on the Settlement Date the Authority fails to deliver any of the certificates, documents or opinions listed in Section 9(a) of this Purchase Contract or is otherwise unable to satisfy

the conditions to the obligations of the Underwriters hereunder, this Purchase Contract shall terminate at the option of the Representative and neither party shall have any further obligations hereunder.

10. Termination Rights of the Underwriters Following Closing and Prior to Settlement.

(a) At any time following the Closing but prior to the Settlement, the Representative may terminate this Purchase Contract without liability therefor by notification to the Authority if at any time on or after Closing and on or prior to Settlement:

(i) a Change of Law (as defined below) shall have occurred;

(ii) the House of Representatives or the Senate of the Congress of the United States, or a committee of either, shall have pending before it, or shall have passed or recommended favorably, legislation which, if enacted in the form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the Authority or causing interest on the Series 2020 Bonds to be includable in whole or in part in gross income for purposes of federal income taxation;

(iii) for any other reason on the Settlement Date, Bond Counsel cannot issue its opinion substantially in the form and to the effect attached as Appendix E-2 to the Official Statement:;

(iv) the Official Statement, as of the Closing Date, or the Updated Official Statement, as of its date or as of the Settlement Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) legislation shall be enacted, or a decision by a court of the United States shall be rendered, or any action shall be taken by, or on behalf of, the SEC which has the effect of requiring the Series 2020 Bonds to be registered under the Securities Act or requires the qualification of the Subordinate Indenture under the Trust Indenture Act;

(vi) for any reason, including a Change in Law, the issuance, offering, or sale of the Series 2020 Bonds as contemplated by this Purchase Contract or by the Official Statement, is or would be in violation of any provision of the federal securities laws, including the Securities Act, the Exchange Act or the Trust Indenture Act;

(vii) a general banking moratorium has been declared by federal, New York or California authorities and it is in effect as of the Settlement Date;

(viii) a material event of default has occurred and is continuing on the Settlement Date under the Subordinate Indenture; or

(ix) as of the Settlement Date, the Series 2020 Bonds are not rated (or any rating is suspended) by either S&P or Fitch.

(b) "**Change of Law**" shall mean (i) any change in or addition to applicable federal or state law, whether statutory or as interpreted by the courts, including any changes in or new rules, regulations or other pronouncements or interpretations by federal or state agencies, (ii) any legislation

enacted by the Congress of the United States or recommended for passage by the President of the United States (if such enacted legislation or recommended legislation has a proposed effective date which is on or before the Settlement Date), (iii) any law, rule or regulation enacted by any governmental body, department or agency (if such enacted law, rule or regulation has a proposed effective date which is on or before the Settlement Date), or (iv) any judgment, ruling or order issued by any court or administrative body, which in any such case, would, (A) as to the Underwriters, legally prohibit (or have the retroactive effect of prohibiting, if enacted, adopted, passed or finalized) their purchase of the Series 2020 Bonds as provided in this Purchase Contract or their sale of the Series 2020 Bonds or beneficial ownership interests therein to the public, or (B) as to the Authority, make illegal the issuance, sale or delivery of the Series 2020 Bonds (or have the retroactive effect of making illegal such issuance, sale or delivery, if enacted, adopted, passed or finalized).

(c) If the Authority shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Contract or if the Underwriters' obligations shall be terminated for any reason permitted herein on or before the Settlement, all obligations of the Underwriters hereunder may be terminated by the Representative at, or at any time prior to, the Settlement Date by written notice to the Authority and neither the Underwriters nor the Authority shall have any further liability or obligations hereunder.

11. **Expenses**.

(a) The Underwriters shall be under no obligation to pay and the Authority shall pay or cause to be paid the expenses incident to the performance of its obligations hereunder including but not limited to (i) the cost of the preparation, printing, or other reproduction (for distribution on or prior to the date hereof), and delivery of the Subordinate Indenture; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Municipal Advisor, Unison Consulting, Inc. (the "**Feasibility Consultant**"), the independent auditors, the Verification Agent and the Subordinate Trustee, and any other experts or consultants retained by the Authority; (iii) the cost of preparation and printing and signing of the Series 2020 Bonds and the registration of the Series 2020 Bonds; (iv) the cost of preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, the Updated Official Statement and any supplements or amendments thereto; (v) charges of rating agencies for the ratings of the Series 2020 Bonds; (vi) the out-of-pocket expenses (which may be included as an expense component of the Underwriters' discount) of travel and meals for Authority representatives and its advisors to attend pricing meetings, and transaction tokens, relating to the issuance of the Series 2020 Bonds, and (vii) all other costs connected to issuance of the Series 2020 Bonds, except costs specifically described in Section 11(b) below.

(b) The Underwriters shall pay (from the expense component of the Underwriters' discount) (i) the cost of preparation and printing of the Blue Sky memoranda to be used by them and the cost, if any, of printing of this Purchase Contract; (ii) all advertising expenses incurred by them in connection with the public offering of the Series 2020 Bonds; (iii) the fees and disbursements of Underwriters' Counsel; and (iv) all other expenses incurred by them in connection with their public offering and distribution of the Series 2020 Bonds, [including the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure compliance review. The Underwriters are required to pay fees to the California Debt and Investment Advisory Commission in connection with the offering of the Series 2020 Bonds. Notwithstanding that such fees are solely the legal obligation of the Underwriters, the Authority agrees to reimburse the Underwriters for such fees. – need to verify this with Authority]

12. **Notices**. Any notice or other communication to be given to the Authority under this Purchase Contract (other than the acceptance hereof as specified in Section 1 hereof) may be given by delivering the same in writing to the San Diego County Regional Airport Authority, 3225 North Harbor Drive, 3rd Floor, San Diego, California 92101, Attention: Vice President, Chief Financial Officer; any notice or other communication to be given to the Underwriters under this Purchase Contract may be given by delivering the same in writing to Citigroup Global Markets Inc., _____, Attention: _____.

13. **Governing Law**. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

14. **Parties in Interest**. This Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is made solely for the benefit of the Authority and the Underwriters. No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Series 2020 Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Headings**. The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

16. **Effectiveness**. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authority and shall be valid and enforceable at the time of such acceptance.

[**ATTACHMENT 5**]

17. **Counterparts.** This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

THE UNDERWRITERS:

CITIGROUP GLOBAL MARKETS INC.
RBC CAPITAL MARKETS, LLC
BACKSTROM MCCARLEY BERRY & CO., LLC
JEFFERIES LLC
MORGAN STANLEY & CO. LLC
SIEBERT WILLIAMS SHANK & CO., L.L.C.

By: CITIGROUP GLOBAL MARKETS INC., as Representative of the Underwriters

By _____
Name: _____
Title: _____

The foregoing is hereby agreed to and accepted as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Vice President, Chief Financial Officer

APPROVED AS TO FORM:

By _____
General Counsel
San Diego County Regional Airport Authority

[Signature page to Purchase Contract]

SCHEDULE I

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020A
(Governmental/Non-AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020B
(Private Activity/Non-AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020C
(Private Activity/AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

REDEMPTION PROVISIONS

Optional Redemption. The Series 2020A Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020A Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after [_____] 1, 20__ at a redemption price equal to 100% of the principal amount of the Series 2020A Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

The Series 2020B Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020B Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after [_____] 1, 20__ at a redemption price equal to 100% of the principal amount of the Series 2020B Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

The Series 2020C Bonds maturing on or before July 1, 20[__] are not subject to optional redemption prior to maturity. The Series 2020C Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity, at the option of the Authority, from any moneys that may be provided for such purpose, in whole or in part, on any date on or after [_____] 1, 20__ at a redemption price equal to 100% of the principal amount of the Series 2020C Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The Series 2020A Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	**Principal Amount**

[*] Final Maturity.

The Series 2020B Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

* Final Maturity.

The Series 2020C Bonds maturing on July 1, 20__ are subject to mandatory sinking fund redemption prior to maturity in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on July 1 of the following years and in the following principal amounts:

Redemption Date (July 1)	Principal Amount

* Final Maturity.

EXHIBIT A-1

FORMS OF DISCLOSURE COUNSEL'S LETTERS
(Closing Date)

[Closing Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**	**$_____**
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)	**Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)**	**Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)**

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the San Diego County Regional Airport Authority (the "Authority") in connection with the issuance and sale by the Authority of (a) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), and (c) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds"). In that connection, we have reviewed a copy of the Preliminary Official Statement of the Authority dated November __, 2019, with respect to the Series 2020 Bonds (the "Preliminary Official Statement"), which was printed from the website www.munios.com on November __, 2019. We do not assume any responsibility for any other copies of the Preliminary Official Statement, and assume that all such other copies are identical in all respects to the copy we printed on November __, 2019. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement.

In our capacity as Disclosure Counsel, we have participated with you and other parties in the preparation of the Preliminary Official Statement. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the Authority; the General Counsel of the Authority; Frasca & Associates, L.L.C., the Authority's municipal advisor; Unison Consulting, Inc., the Feasibility Consultant; Citigroup Global Markets Inc., RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., L.L.C., the underwriters of the Series 2020 Bonds (the "Underwriters"); and Stradling Yocca Carlson & Rauth, a Professional

Corporation counsel to the Underwriters. We have also reviewed the documents, certificates and opinions delivered this date related to the issuance of the Series 2020 Bonds, other documents and records relating to the authorization, issuance, delivery and sale of the Series 2020 Bonds and certain other files, records and documents of the Authority. In addition, we have relied upon, and assumed the correctness of, the certificates of the officials of the Authority and upon certain documents, opinions and letters.

Based solely on the foregoing, we advise you that although we made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for the accuracy, correctness, fairness or completeness of, the statements included in the Preliminary Official Statement, during the course of the activities described in the preceding paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance and delivery of the Series 2020 Bonds which caused us to believe that the Preliminary Official Statement as of its date and as of November __, 2019 (except for permitted omissions allowed pursuant to Rule 15c2-12 of the Securities and Exchange Commission relating to the details of the offering of the Series 2020 Bonds such as offering prices, principal amounts, maturities, interest rates and other pricing information, delivery dates, redemption terms, selling compensation and other terms dependent on such matters, including without limitation, use of proceeds, CUSIP numbers, amounts of reserve funds, and other information not known or reasonably ascertainable on such dates; information under the captions "FINANCIAL FEASIBILITY REPORT," "UNDERWRITING," "APPENDIX A-FINANCIAL FEASIBILITY REPORT," "APPENDIX B-AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018," "APPENDIX G-BOOK-ENTRY-ONLY SYSTEM" and "APPENDIX H—FORM OF INVESTOR DELAYED DELIVERY CONTRACT"; any CUSIP numbers, financial statements, financial, accounting, statistical, economic, engineering, demographic or tabular data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion included in the Preliminary Official Statement; or any information about DTC and its book-entry system included or referred to therein, which we expressly exclude from the scope of this letter and as to which we express no opinion or view), contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The scope of our engagement has not and does not extend beyond the examinations and the rendering of the opinions expressed herein. Our engagement with respect to the transaction referred to herein terminates upon the date of this letter. No attorney-client relationship has existed or exists between our film and any of the Underwriters in connection with the Series 2020 Bonds or by virtue of this letter. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in current laws, by legislative or regulatory action, by judicial decision or for any other reason. This letter is based solely upon existing laws, regulations, rulings and judicial decisions. We express no opinion as of any subsequent date or with respect to any pending legislation. No person (including, but in no way by limitation, the registered and beneficial owners of the Series 2020 Bonds) other than the addressees of this letter, may rely upon this letter without our express prior written consent. This letter may not be utilized by the addressees for any other purpose whatsoever and may not be quoted by such addressees without our express prior written consent.

Very truly yours,

[Closing Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**	**$_____**
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)	**Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)**	**Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)**

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the San Diego County Regional Airport Authority (the "Authority") in connection with the issuance and sale by the Authority of (a) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), and (c) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds"). In that connection, we have reviewed a printed copy of the Official Statement of the Authority, dated November __, 2019, with respect to the Series 2020 Bonds (the "Official Statement"). We do not assume any responsibility for any electronic version of the Official Statement, and assume that any such version is identical in all respects to the printed version. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Official Statement.

In our capacity as Disclosure Counsel, we have participated with you and other parties in the preparation of the Official Statement. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the Authority; the General Counsel of the Authority; Frasca & Associates, L.L.C., the Authority's municipal advisor; Unison Consulting, Inc., the Feasibility Consultant; Citigroup Global Markets Inc., RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., L.L.C., the underwriters of the Series 2020 Bonds (the "Underwriters"); and Stradling Yocca Carlson & Rauth, a Professional Corporation counsel to the Underwriters. We have also reviewed the documents, certificates and opinions delivered this date related to the issuance of the Series 2020 Bonds, other documents and records relating to the authorization, issuance, delivery and sale of the Series 2020 Bonds and certain other files, records and documents of the Authority. In addition, we have relied upon, and assumed the correctness of, the certificates of the officials of the Authority and upon certain documents, opinions and letters.

Based solely on the foregoing, we advise you that although we have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for the accuracy, correctness, fairness or completeness of, the statements included in the Official Statement, during the course of the activities described in the preceding paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance and delivery of the Series 2020 Bonds which causes us to believe that the Official Statement, as of its date and as of the date hereof (except for any information under the captions "FINANCIAL FEASIBILITY REPORT," "UNDERWRITING," "APPENDIX A-FINANCIAL FEASIBILITY REPORT," "APPENDIX B-AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018," "APPENDIX G- BOOK-ENTRY-ONLY SYSTEM" and "APPENDIX H—FORM OF INVESTOR DELAYED DELIVERY CONTRACT"; any CUSIP numbers, financial statements, financial, accounting, statistical, economic, engineering, demographic or tabular data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion included in the Official Statement; or any information about DTC and its book-entry system included or referred to therein, which we expressly exclude from the scope of this letter and as to which we express no opinion or view), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The scope of our engagement has not and does not extend beyond the examinations and the rendering of the opinions expressed herein. Our engagement with respect to the transaction referred to herein terminates upon the date of this letter. No attorney-client relationship has existed or exists between our film and any of the Underwriters in connection with the Series 2020 Bonds or by virtue of this letter. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in current laws, by legislative or regulatory action, by judicial decision or for any other reason. This letter is based solely upon existing laws, regulations, rulings and judicial decisions. We express no opinion as of any subsequent date or with respect to any pending legislation. No person (including, but in no way by limitation, the registered and beneficial owners of the Series 2020 Bonds) other than the addressees of this letter, may rely upon this letter without our express prior written consent. This letter may not be utilized by the addressees for any other purpose whatsoever and may not be quoted by such addressees without our express prior written consent.

Very truly yours,

EXHIBIT A-2

FORM OF DISCLOSURE COUNSEL'S LETTER
(Settlement Date)

[Settlement Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**	**$_____**
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)	**Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)**	**Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)**

We have acted as Disclosure Counsel to the San Diego County Regional Airport Authority (the "Authority") in connection with the issuance and sale by the Authority of (a) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), and (c) $_____aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds"). In that connection, we have reviewed a printed copy of the Updated Official Statement of the Authority, dated March __, 2020, with respect to the Series 2020 Bonds (the "Official Statement"). We do not assume any responsibility for any electronic version of the Official Statement, and assume that any such version is identical in all respects to the printed version. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Official Statement.

In our capacity as Disclosure Counsel, we have participated with you and other parties in the preparation of the Official Statement. In the course of such participation, we have generally reviewed information furnished to us by, and have participated in conferences with, representatives of the Authority; the General Counsel of the Authority; Frasca & Associates, L.L.C., the Authority's municipal advisor; Unison Consulting, Inc., the Feasibility Consultant; Citigroup Global Markets Inc., RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., L.L.C., the underwriters of the Series 2020 Bonds (the "Underwriters"); and Stradling Yocca Carlson & Rauth, a Professional Corporation counsel to the Underwriters. We have also reviewed the documents, certificates and opinions delivered this date related to the issuance of the Series 2020 Bonds, other documents and records relating to the authorization, issuance, delivery and sale of the Series 2020 Bonds and certain other files, records and

documents of the Authority. In addition, we have relied upon, and assumed the correctness of, the certificates of the officials of the Authority and upon certain documents, opinions and letters.

Based solely on the foregoing, we advise you that although we have made no independent investigation or verification of the accuracy, correctness, fairness or completeness of, and do not pass upon or assume any responsibility for the accuracy, correctness, fairness or completeness of, the statements included in the Official Statement, during the course of the activities described in the preceding paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the issuance and delivery of the Series 2020 Bonds which causes us to believe that the Official Statement, as of its date and as of the date hereof (except for any information under the captions "FINANCIAL FEASIBILITY REPORT," "UNDERWRITING," "APPENDIX A-FINANCIAL FEASIBILITY REPORT," "APPENDIX B-AUDITED FINANCIAL STATEMENTS OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018," "APPENDIX G- BOOK-ENTRY-ONLY SYSTEM" and "APPENDIX H—FORM OF INVESTOR DELAYED DELIVERY CONTRACT"; any CUSIP numbers, financial statements, financial, accounting, statistical, economic, engineering, demographic or tabular data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion included in the Official Statement; or any information about DTC and its book-entry system included or referred to therein, which we expressly exclude from the scope of this letter and as to which we express no opinion or view), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The scope of our engagement has not and does not extend beyond the examinations and the rendering of the opinions expressed herein. Our engagement with respect to the transaction referred to herein terminates upon the date of this letter. No attorney-client relationship has existed or exists between our film and any of the Underwriters in connection with the Series 2020 Bonds or by virtue of this letter. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in current laws, by legislative or regulatory action, by judicial decision or for any other reason. This letter is based solely upon existing laws, regulations, rulings and judicial decisions. We express no opinion as of any subsequent date or with respect to any pending legislation. No person (including, but in no way by limitation, the registered and beneficial owners of the Series 2020 Bonds) other than the addressees of this letter, may rely upon this letter without our express prior written consent. This letter may not be utilized by the addressees for any other purpose whatsoever and may not be quoted by such addressees without our express prior written consent.

Very truly yours,

EXHIBIT B-1

FORM OF OPINION OF THE GENERAL COUNSEL OF THE AUTHORITY
(Closing Date)

[Closing Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

Re: San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds, Series 2020A
Subordinate Airport Revenue Refunding Bonds, Series 2020B
Subordinate Airport Revenue Refunding Bonds, Series 2020C

Ladies and Gentlemen:

I am General Counsel to the San Diego County Regional Airport Authority (the "Authority") and have served as such in connection with the issuance, sale and delivery of its (a) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), and (c) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds"). The Series 2020 Bonds will be issued pursuant to the San Diego County Regional Airport Authority Act (Section 170000 et seq. of the California Public Utilities Code) (the "Act"); the Revenue Bond Law of 1941 Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title *5* of the California Government Code, excluding Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title *5* of the California Government Code and the limitations set forth in California Government Code Section 54402(b), which do not apply to the issuance and sale of bonds pursuant to the Act; the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "Subordinate Trustee"); and the Seventh Supplemental Subordinate Trust Indenture, to be dated as of April 1, 2020 (the "Seventh Supplemental Subordinate Indenture," and together with the Master Subordinate Indenture, the "Subordinate Indenture"), by and between the Authority and the Subordinate Trustee.

In connection with such advice, I have examined an executed copy of the Master Subordinate Indenture; a draft copy of the Seventh Supplemental Subordinate Indenture; an executed copy of the Forward Delivery Purchase Contract, dated November __, 2019 (the "Purchase Contract"), between Citigroup Global Markets Inc., as Representative of the Underwriters, and the Authority; a draft copy of the Continuing Disclosure Certificate (the "Disclosure Certificate"); a draft copy of the Escrow Agreement (the "Escrow Agreement"); an executed copy of the Tax Compliance Certificate, dated December __, 2019, with respect to the Series 2020 Bonds (the "Tax Certificate") executed by the Authority; and a copy of the Preliminary Official Statement, dated November __, 2019 with respect to the Series 2020 Bonds (the "Preliminary Official Statement") and the Official Statement, dated

November __, 2019, with respect to the Series 2020 Bonds (the "Official Statement"). The Subordinate Indenture, the Purchase Contract, the Disclosure Certificate, the Escrow Agreement and the Tax Certificate are collectively referred to herein as the "Legal Documents." Additionally, I have reviewed a certified copy of Resolution No. 2019-___, adopted by the board of directors of the Authority (the "Board") on _____ __, 2019 (the "Bond Resolution''). In connection with the delivery of the opinion in numbered paragraph 3 below, I have reviewed my records and consulted with the other attorneys in my office, the President and CEO, and the Vice President, Chief Financial Officer.

All capitalized terms not defined herein shall have the respective meanings ascribed thereto in the Purchase Contract.

Based upon such examination and considerations of law and fact as I have deemed necessary for the purpose of the opinions expressed herein, I am of the opinion that:

1. The Authority is a local governmental entity of regional government duly organized, validly existing and in good standing under the Act and the laws of the State of California.

2. The Bond Resolution was duly adopted at a meeting of the Board which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout. ·

3. Except as disclosed in the Official Statement, to the best of my knowledge there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority, which would materially and adversely impact the Authority's ability to complete the transactions described in and contemplated by the Official Statement and the Purchase Contract, to restrain or enjoin the payments of debt service on the Series 2020 Bonds from Subordinate Net Revenues (as defined in the Subordinate Indenture) or in any way contesting or affecting the validity of the Legal Documents (when executed and delivered by the Authority), the Bond Resolution or the Series 2020 Bonds (when issued).

4. The execution and delivery of the Legal Documents, the adoption of the Bond Resolution and the approval of the Preliminary Official Statement and the Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach· of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject.

5. The Purchase Contract and the Tax Certificate have been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies imposed on actions against local government entities in the State of California.

6. No authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the Board, is required

for the valid authorization, execution and delivery of the Legal Documents, and the approval of the Preliminary Official Statement and the Official Statement.

7. Based upon examinations which I have made and my discussions in conferences with certain officials of the Authority and others with respect to the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement (including the Appendices attached thereto), nothing has come to my attention which would lead me to believe that the Preliminary Official Statement as of its date and as of {BPA DATE} or the Official Statement as of its date and as of the date hereof (other than financial and statistical data therein and incorporated therein by reference, and other than information relating to DTC, the Book-Entry System, information provided by the Underwriters or the Feasibility Consultant for inclusion in the Preliminary Official Statement and the Official Statement or the information included in Appendix H to the Preliminary Official Statement and the Official Statement, and, with respect to the Preliminary Official Statement, information permitted to be omitted therefrom under Securities Exchange Commission Rule 15c2-12, as to all of which no opinion is expressed) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. ·

This opinion is given in an official capacity and not personally and no personal liability shall derive therefrom.

The use of the term "to the best of my knowledge" or similar phrases to qualify a statement in this Opinion means I do not have current actual knowledge that the statement is inaccurate. ·

This letter is for the sole benefit of the addressees in connection with the sale of the Series 2020 Bonds and is not to be used, circulated, quoted or otherwise referred to for any purpose. No other person may rely on this letter without my prior written consent. I do not undertake, and expressly disclaim, any obligation to amend or supplement this opinion as facts and circumstances come to my attention, or changes in law occur, after the date hereof which could affect such opinion.

Very truly yours,

EXHIBIT B-2

FORM OF OPINION OF THE GENERAL COUNSEL OF THE AUTHORITY
(Settlement Date)

[Settlement Date]

San Diego County Regional Airport Authority
San Diego, California

Citigroup Global Markets Inc., as Representative of the Underwriters

Re: San Diego County Regional Airport Authority
Subordinate Airport Revenue Refunding Bonds, Series 2020A
Subordinate Airport Revenue Refunding Bonds, Series 2020B
Subordinate Airport Revenue Refunding Bonds, Series 2020C

Ladies and Gentlemen:

I am General Counsel to the San Diego County Regional Airport Authority (the "Authority") and have served as such in connection with the issuance, sale and delivery of its (a) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds"), and (c) San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds"). The Series 2020 Bonds are being issued pursuant to the San Diego County Regional Airport Authority Act (Section 170000 et seq. of the California Public Utilities Code) (the "Act"); the Revenue Bond Law of 1941 Chapter 6 (commencing with Section 54300) of Part 1 of Division 2 of Title *5* of the California Government Code, excluding Article 3 (commencing with Section 54380) of Chapter 6 of Part 1 of Division 2 of Title *5* of the California Government Code and the limitations set forth in California Government Code Section 54402(b), which do not apply to the issuance and sale of bonds pursuant to the Act; the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "Subordinate Trustee"); and the Seventh Supplemental Trust Indenture, dated as of April 1, 2020 (the "Seventh Supplemental Subordinate Indenture," and together with the Master Subordinate Indenture, the "Subordinate Indenture"), by and between the Authority and the Subordinate Trustee.

In connection with such advice, I have examined copies of the Subordinate Indenture; the Forward Delivery Purchase Contract, dated November __, 2019 (the "Purchase Contract"), between Citigroup Global Markets Inc., as Representative of the Underwriters, and the Authority; the Continuing Disclosure Certificate, dated April __, 2020 (the "Disclosure Certificate"), executed by the Authority; the Escrow Agreement, dated April __, 2020 (the "Escrow Agreement"), between the Authority and U.S. Bank National Association, as trustee and escrow agent; [the Tax Compliance Certificate, dated December __, 2019, [as amended,] with respect to the Series 2020 Bonds (the "Tax Certificate") executed by the Authority;] and a copy of the Updated Official Statement, dated March __, 2020, with respect to the Series 2020 Bonds (the "Updated Official Statement"). The Subordinate

Indenture, the Purchase Contract, the Disclosure Certificate, the Escrow Agreement and [the Tax Certificate] are collectively referred to herein as the "Legal Documents." Additionally, I have reviewed a certified copy of Resolution No. 2019-___, adopted by the board of directors of the Authority (the "Board") on _____ __, 2019 (the "Bond Resolution''). In connection with the delivery of the opinion in numbered paragraph 3 below, I have reviewed my records and consulted with the other attorneys in my office, the President and CEO, and the Vice President, Chief Financial Officer.

All capitalized terms not defined herein shall have the respective meanings ascribed thereto in the Purchase Contract.

Based upon such examination and considerations of law and fact as I have deemed necessary for the purpose of the opinions expressed herein, I am of the opinion that:

1. The Authority is a local governmental entity of regional government duly organized, validly existing and in good standing under the Act and the laws of the State of California.

2. The Bond Resolution was duly adopted at a meeting of the Board which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout. ·

3. Except as disclosed in the Updated Official Statement, to the best of my knowledge there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against or affecting the Authority, which would materially and adversely impact the Authority's ability to complete the transactions described in and contemplated by the Updated Official Statement, to restrain or enjoin the payments of debt service on the Series 2020 Bonds from Subordinate Net Revenues (as defined in the Subordinate Indenture) or in any way contesting or affecting the validity of the Legal Documents, the Bond Resolution or the Series 2020 Bonds.

4. The execution and delivery of the Legal Documents, the adoption of the Bond Resolution and the approval of the Preliminary Official Statement, the Official Statement and the Updated Official Statement, and compliance with the provisions thereof and hereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Authority a breach· of or default under any agreement or other instrument to which the Authority is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Authority is subject.

5. The Legal Documents, have been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the other parties thereto constitute legal, valid and binding agreements of the Authority enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and by the application of equitable principles if equitable remedies are sought and by the limitations on legal remedies imposed on actions against local government entities in the State of California.

6. No authorization, approval, consent, or other order of the State of California or any other governmental authority or agency within the State of California, other than the Board, is required

for the valid authorization, execution and delivery of the Legal Documents, and the approval of the Preliminary Official Statement, the Official Statement and the Updated Official Statement.

7. Based upon examinations which I have made and my discussions in conferences with certain officials of the Authority and others with respect to the Updated Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Updated Official Statement (including the Appendices attached thereto), nothing has come to my attention which would lead me to believe that the Updated Official Statement (other than financial and statistical data therein and incorporated therein by reference, and other than information relating to DTC, the Book-Entry System, information provided by the Underwriters or the Feasibility Consultant for inclusion in the Updated Official Statement or the information included in Appendix H to the Updated Official Statement, as to which no opinion is expressed) contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. ·

This opinion is given in an official capacity and not personally and no personal liability shall derive therefrom.

The use of the term "to the best of my knowledge" or similar phrases to qualify a statement in this Opinion means I do not have current actual knowledge that the statement is inaccurate. ·

This letter is for the sole benefit of the addressees in connection with the sale of the Series 2020 Bonds and is not to be used, circulated, quoted or otherwise referred to for any purpose. No other person may rely on this letter without my prior written consent. I do not undertake, and expressly disclaim, any obligation to amend or supplement this opinion as facts and circumstances come to my attention, or changes in law occur, after the date hereof which could affect such opinion.

Very truly yours,

EXHIBIT C-1

FORM OF CERTIFICATE OF THE FEASIBILITY CONSULTANT

(Closing Date)

The undersigned authorized representative of Unison Consulting, Inc. (the "Feasibility Consultant") hereby certifies that:

1. This Certificate is furnished pursuant to Section 7(c)(xii) of the Forward Delivery Purchase Contract, dated November __, 2019, by and between Citigroup Global Markets Inc., as representative of the underwriters named therein (the "Underwriters"), and the San Diego County Regional Airport Authority (the ''Authority"), relating to the sale by the Authority of (a) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds") and (c) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the "Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B, the "Series 2020 Bonds"), as more fully described in the Preliminary Official Statement of the Authority, dated November __, 2019 (the "Preliminary Official Statement") and the Official Statement of the Authority, dated November __, 2019 (the "Official Statement"), prepared in connection with the sale of said Series 2020 Bonds.

2. The Feasibility Consultant has been retained by the Authority as its independent consultant to prepare the Financial Feasibility Report (the "Report"), included as Appendix A to the Preliminary Official Statement and the Official Statement, and consent is hereby given to the references to the Feasibility Consultant on the masthead page and under the captions "INTRODUCTION-Financial Feasibility Report," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS-Additional Subordinate Obligations," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS-Use of PFCs to Pay Debt Service," "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE - Future Financings," "FINANCIAL FEASIBILITY REPORT" and "CERTAIN INVESTMENT CONSIDERATIONS- Financial Feasibility Report" in the Preliminary Official Statement and the Official Statement and to the inclusion of the Report in Appendix A to the Preliminary Official Statement and the Official Statement.

3. In connection with the preparation of the Report, personnel for the Feasibility Consultant have participated in certain meetings and conference calls with representatives of the Authority, the Authority's Bond Counsel and Disclosure Counsel, the Authority's Municipal Advisor, the Underwriters for the Series 2020 Bonds and their counsel with respect to the issuance of the Series 2020 Bonds. Nothing has come to the attention of the Feasibility Consultant in relation to the preparation of the Report that would cause them to believe the Report was, as of its date or as of the date hereof, or any of the statements in the Preliminary Official Statement and the Official Statement specifically attributed to the Feasibility Consultant were, as of the date of the Preliminary Official Statement or as of the date of the Official Statement, or as of the date hereof, inaccurate in any material respect.

4. This Certificate is solely for the information of, and assistance to, the Authority, its Disclosure Counsel and the Underwriters in conducting and documenting their investigation of the matters covered by the Report in connection with the offering pursuant to the Preliminary Official Statement and the Official Statement of the Series 2020 Bonds, and is not to be used, circulated, quoted or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the purchase or sale of securities (other than the Series 2020 Bonds), nor is it to be referred to in whole or in part in any other document (other than the Preliminary Official Statement of the Official Statement), except that reference may be made to it in the documents related to the Series 2020 Bonds. The Feasibility Consultant acknowledges and agrees that this Certificate will become part of the transcript related to the Series 2020 Bonds and will be publicly available.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ___ day of December, 2019.

UNISON CONSULTING, INC.

By:_____

Title: _____

EXHIBIT C-1

FORM OF CERTIFICATE OF THE FEASIBILITY CONSULTANT

(Settlement Date)

The undersigned authorized representative of Unison Consulting, Inc. (the "Feasibility Consultant") hereby certifies that:

1. This Certificate is furnished pursuant to Section 9(a)(xv) of the Forward Delivery Purchase Contract, dated November __, 2019, by and between Citigroup Global Markets Inc., as representative of the underwriters named therein (the "Underwriters"), and the San Diego County Regional Airport Authority (the ''Authority"), relating to the sale by the Authority of (a) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "Series 2020A Bonds"), (b) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "Series 2020B Bonds") and (c) $_____ aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the "Series 2020C Bonds," and collectively with the Series 2020A Bonds and the Series 2020B, the "Series 2020 Bonds"), as more fully described in the Updated Official Statement of the Authority, dated March __, 2020 (the "Updated Official Statement"), prepared in connection with the delivery of said Series 2020 Bonds.

2. The Feasibility Consultant has been retained by the Authority as its independent consultant to prepare the Financial Feasibility Report, [including the supplemental letter of the Feasibility Consultant dated _____ __, 2020 attached thereto (collectively, the "Report"), included as Appendix A to the Updated Official Statement, and consent is hereby given to the references to the Feasibility Consultant on the masthead page and under the captions "INTRODUCTION-Financial Feasibility Report," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS-Additional Subordinate Obligations," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATE SERIES 2019/20 BONDS - Use of PFCs to Pay Debt Service," "OUTSTANDING OBLIGATIONS AND DEBT SERVICE SCHEDULE - Future Financings," "FINANCIAL FEASIBILITY REPORT" and "CERTAIN INVESTMENT CONSIDERATIONS- Financial Feasibility Report" in the Updated Official Statement and to the inclusion of the Report in Appendix A to the Updated Official Statement.

3. In connection with the preparation of the Report, personnel for the Feasibility Consultant have participated in certain meetings and conference calls with representatives of the Authority, the Authority's Bond Counsel and Disclosure Counsel, the Authority's Municipal Advisor, the Underwriters for the Series 2020 Bonds and their counsel with respect to the issuance of the Series 2020 Bonds. Nothing has come to the attention of the Feasibility Consultant in relation to the preparation of the Report that would cause them to believe the Report was, as of its date or as of the date hereof, or any of the statements in the Updated Official Statement specifically attributed to the Feasibility Consultant were, as of the date of the Updated Official Statement, or as of the date hereof, inaccurate in any material respect.

4. This Certificate is solely for the information of, and assistance to, the Authority, its Disclosure Counsel and the Underwriters in conducting and documenting their investigation of the matters covered by the Report in connection with the offering pursuant to the Preliminary Official

Statement and the Official Statement of the Series 2020 Bonds, and is not to be used, circulated, quoted or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the purchase or sale of securities (other than the Series 2020 Bonds), nor is it to be referred to in whole or in part in any other document (other than the Updated Official Statement), except that reference may be made to it in the documents related to the Series 2020 Bonds. The Feasibility Consultant acknowledges and agrees that this Certificate will become part of the transcript related to the Series 2020 Bonds and will be publicly available.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ___ day of March, 2019.

UNISON CONSULTING, INC.

By:_____

EXHIBIT D

ISSUE PRICE CERTIFICATE
(Representative)

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

$_____	**$_____**	**$_____**
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)	**Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)**	**Subordinate Airport Revenue Refunding Bonds Series 2020C (Private Activity/AMT)**

The undersigned Citigroup Global Markets Inc. (the "Representative"), on its own behalf and on behalf of RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., L.L.C. (collectively, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Series 2020 Bonds").

1. ***Sale of the 10% Test Maturities***. As of the date of this certificate, for each Maturity of the Series 2020 Bonds listed as a "10% Test Maturity" in Schedule A attached hereto, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A attached hereto.

[2. ***Initial Offering Price of the Hold-the-Price Maturities***.

(a) The Underwriting Group offered the "Hold-the-Price Maturities" (as listed in Schedule A attached hereto) to the Public for purchase at the respective initial offering prices listed in Schedule A attached hereto (the "Initial Offering Prices") on or before the Sale Date.

(b) With respect to the Hold-the-Price Maturities, as agreed to in writing by the Representative in the Forward Delivery Purchase Contract, dated November __, 2019, between the Representative and the Authority, the Representative has (i) retained the unsold Series 2020 Bonds of each Hold-the-Price Maturity and not allocated any such Bonds to any other member of the Underwriter and (ii) not offered or sold unsold Series 2020 Bonds of any of the Hold-the-Price Maturities to any person at a price that is higher than or a yield lower than the respective Initial Offering Prices for such Maturities of the Series 2020 Bonds during the Holding Period.]

3. ***Pricing Wire or Equivalent Communication***. A copy of the pricing wire or equivalent communication for the Series 2020 Bonds is attached to this certificate as Schedule B.

4. ***Establishment of Reserve Fund***. The establishment of the Reserve Fund (as defined in the hereinafter defined Tax Compliance Certificate), at the level of funding described in Section ___

of the Tax Compliance Certificate, in the best judgment of the undersigned, was reasonably required to market the Series 2020 Bonds at the prices and yields listed in Schedule A attached hereto and is reasonable and customary in marketing obligations of the same general type as the Series 2020 Bonds.

5. ***Defined Terms***.

(a) *10% Test Maturities* means those Maturities of the Series 2020 Bonds listed in Schedule A hereto as the "10% Test Maturities."

(b) *Authority* means the San Diego County Regional Airport Authority.

(c) *Hold-the-Price Maturities* means those Maturities of the Series 2020 Bonds listed in Schedule A hereto as the "Hold-the-Price Maturities."

(d) *Holding Period* means, with respect to a Hold-the-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which at least 10% of such Hold-the-Price Maturity was sold to the Public at prices that are no higher than or yields that are no lower than the Initial Offering Price for such Hold-the-Price Maturity.

(e) *Maturity* means Series 2020 Bonds with the same credit and payment terms. Series 2020 Bonds with different maturity dates, or Series 2020 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(g) *Related Party*. A purchaser of any Series 2020 Bonds is a "Related Party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2020 Bonds. The Sale Date of the Series 2020 Bonds is November __, 2019.

(i) *Tax Compliance Certificate* means the Tax Compliance Certificate, dated December ___, 2019, executed and delivered by the Authority in connection with the issuance of the Series 2020 Bonds.

(j) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020 Bonds to the Public, and (ii) any person that

agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2020 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2020 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Series 2020 Bonds, and by Kutak Rock LLP, as Bond Counsel to the Authority, in connection with rendering its opinion that the interest on the Series 2020 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Forms 8038 and 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Series 2020 Bonds. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein.

CITIGROUP GLOBAL MARKETS INC., as
Representative of the Underwriting Group

By _____
Authorized Representative

Dated: December __, 2019

SCHEDULE A

SALE PRICES OF THE 10% TEST MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-PRICE MATURITIES

$_____
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020A
(Governmental/Non-AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

$_____ _____% Term Bonds due July 1, 20__; Yield ___%; Price ____

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

$_____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020B
(Private Activity/Non-AMT)
Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Subordinate Airport Revenue Refunding Bonds
Series 2020C
(Private Activity/AMT)

Maturity Schedule

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield	Price

C Priced to par call on July 1, 20__.
* Term Bonds, subject to mandatory sinking fund redemption.
** 10% Test Maturities
*** Hold-the-Price Maturities

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

[ATTACHMENT 6A]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "***Certificate***") is executed and delivered by the San Diego County Regional Airport Authority (the "***Authority***") in connection with the issuance of its San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Bonds, Series 2019A (the "***Subordinate Series 2019A Bonds***"), and San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2019B (the "***Subordinate Series 2019B Bonds***," and together with the Subordinate Series 2019A Bonds, the "***Subordinate Series 2019 Bonds***"). The Subordinate Series 2019 Bonds are being issued pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "***Subordinate Trustee***"), and the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "***Sixth Supplemental Subordinate Indenture***," and collectively with the Master Subordinate Indenture and all supplements thereto, the "**Subordinate Indenture**"), by and between the Authority and the Subordinate Trustee. Additionally, the Subordinate Series 2019 Bonds have been authorized by Resolution No. 2019-_____ adopted by the board of directors of the Authority on November 7, 2019 (the "***Resolution***"). The Subordinate Series 2019 Bonds are being issued pursuant to Section 170000 et seq. of the California Public Utilities Code (the "***Act***"), and in accordance with Revenue Bond Law of 1941 Chapter 6 (commencing with §54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with §54380) of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code and the limitations set forth in California Government Code §54402(b), which shall not apply to the issuance and sale of bonds pursuant to the Act.

In consideration of the purchase of the Subordinate Series 2019 Bonds by the Participating Underwriter (as defined below), the Authority covenants and agrees as follows:

Section 1. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Subordinate Series 2019 Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Subordinate Indenture, which apply to any capitalized term used in this Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 hereof.

"*Beneficial Owner*" means any person which (a) has or shares the power, directly or indirectly, to vote or consent with respect to, to make investment decisions concerning the ownership of, or to dispose of ownership of, any Subordinate Series 2019 Bonds (including persons holding Subordinate Series 2019 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Subordinate Series 2019 Bonds for federal income tax purposes.

"*Dissemination Agent*" means the Authority, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Authority a written acceptance of such designation.

"*EMMA System*" means the MSRB's Electronic Municipal Market Access system, or such other electronic system designated by the MSRB.

"*Financial Obligation*" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8) of this Certificate, a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*Holders*" means either the registered owners of the Subordinate Series 2019 Bonds, or if the Subordinate Series 2019 Bonds are registered in the name of The Depository Trust Company or other recognized securities depository, any applicable participant in its depository system.

"*Listed Events*" means any of the events listed in Sections 5(a) and 5(b) hereof.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligated Person*" means the Authority and each airline or other entity using the Airport System under a lease or use agreement extending for more than one year from the date in question and including bond debt service as part of the calculation of rates and charges, under which lease or use agreement such airline or other entity has paid amounts equal to at least 20% of the Revenues of the Airport System for the prior two Fiscal Years of the Authority. At the time of issuance of the Subordinate Series 2019 Bonds, the Authority is the only Obligated Person.

"*Official Statement*" means the Official Statement, dated November ___, 2019, prepared and distributed in connection with the initial sale of the Subordinate Series 2019 Bonds.

"*Participating Underwriter*" means any of the original underwriters of the Subordinate Series 2019 Bonds required to comply with the Rule in connection with the offering of the Subordinate Series 2019 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*State*" means the State of California.

Section 3. Provision of Annual Reports.

(a) The Authority shall provide, or shall cause the Dissemination Agent to provide, to the MSRB through the EMMA System (in an electronic format and accompanied by identifying information all as prescribed by the MSRB) an Annual Report which is consistent with the requirements of Section 4 hereof by not later than 181 days

after the end of the Authority's fiscal year in each fiscal year. The Authority's first Annual Report shall be due December 28, 2020. Not later than 15 Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 hereof. The audited financial statements of the Authority may be submitted separately from the balance of the Annual Report if they are not available by the date of submission, provided such financial statements are submitted within 210 days after the end of the Authority's fiscal year. If the Authority's fiscal year changes, the Authority, upon becoming aware of such change, shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent (if other than the Authority) has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Authority is unable to provide to the MSRB or the Dissemination Agent (if other than the Authority), an Annual Report by the date required in subsection (a), the Authority shall send a notice to the MSRB through the EMMA System in substantially the form attached hereto as Exhibit A.

(d) The Dissemination Agent (if other than the Authority) shall confirm in writing to the Authority that the Annual Report has been filed as required hereunder, stating the date filed.

Section 4. Content of Annual Reports.

(a) The Authority's Annual Report shall contain or incorporate by reference the following, updated to incorporate information for the most recent fiscal or calendar year, as applicable (the tables referred to below are those appearing in the Official Statement relating to the Subordinate Series 2019 Bonds, unless otherwise noted):

(i) Audited financial statements of the Authority, updated to incorporate information for the most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, and as further modified according to applicable State law. If the Authority's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the usual format utilized by the Authority, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

(ii) Outstanding principal amounts of the Senior Bonds (including the Senior Series 2013 Bonds) and the Subordinate Obligations (including the Subordinate Series 2019 Bonds, the Subordinate Series 2010 Bonds, the

Subordinate Series 2017 Bonds, the Subordinate Revolving Obligations and the Subordinate Drawdown Bonds);

(iii) Table 4 — San Diego County Regional Airport Authority, Future Rental Commitments;

(iv) Table 5 — San Diego International Airport, Air Carriers Serving San Diego International Airport;

(v) Table 6 — San Diego International Airport, Total Enplanements and Deplanements;

(vi) Table 7 — San Diego International Airport, Revenue Operations;

(vii) Table 8 — San Diego International Airport, Historical Enplaned and Deplaned Freight and U.S. Mail Cargo;

(viii) Table 9 — San Diego International Airport, Enplanements by Air Carriers;

(ix) Table 10 — San Diego International Airport, Total Revenue Landed Weight;

(x) Table 12 — San Diego County Regional Airport Authority, Investments;

(xi) Table 13 — San Diego County Regional Airport Authority, Statements of Revenues, Expenses and Change in Net Position;

(xii) Table 14 — San Diego County Regional Airport Authority, Top Ten Operating Revenue Providers;

(xiii) Table 15 — San Diego County Regional Airport Authority, Top Ten Operating Revenue Sources;

(xiv) Table 16 — San Diego County Regional Airport Authority, Historical Senior and Subordinate Debt Service Coverage;

(xv) Table 17 — San Diego International Airport, Airline Derived Revenue Per Passenger;

(xvi) Table 19 — San Diego County Regional Airport Authority, Approved PFC Applications; and

(xvii) Table 20 — San Diego County Regional Airport Authority, Annual Receipt of PFCs;

(b) All or any portion of the information of the Annual Report may be incorporated in the Annual Report by cross reference to any other documents which have been filed with the MSRB.

(c) Information contained in an Annual Report for any fiscal year containing any modified operating data or financial information (as contemplated by Section 8 hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Report being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Report shall present a comparison between the financial statements or information prepared on the basis of modified accounting principles and those prepared on the basis of former accounting principles.

Any or all of the items above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Subordinate Series 2019 Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions with respect to the tax status of the Subordinate Series 2019 Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Subordinate Series 2019 Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of the Obligated Person; or

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Department, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Subordinate Series 2019 Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Subordinate Series 2019 Bonds or other material events affecting the tax status of the Subordinate Series 2019 Bonds;

2. Modifications to rights of the Beneficial Owners or Holders of the Subordinate Series 2019 Bonds;

3. Optional, unscheduled or contingent bond calls;

4. Release, substitution or sale of property securing repayment of the Subordinate Series 2019 Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. Appointment of a successor or additional trustee or the change of name of a trustee; or

8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders;

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in (b)(3) need not be given under this subsection any earlier than the notice of such event is given to Beneficial Owners and Holders of the affected Subordinate Series 2019 Bonds pursuant to the Subordinate Indenture.

(f) The Authority intends to comply with the Listed Events described in Section 5(a)(10) and Section 5(b)(8), and the definition of "Financial Obligation" in Section 2, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the SEC in Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidance provided by the SEC or its staff with respect the amendments to the Rule effected by the 2018 Release.

Section 6. Termination of Reporting Obligation. The Authority's obligations under this Certificate shall terminate upon the legal defeasance, prior redemption or payment of amounts fully sufficient to pay and discharge the Subordinate Series 2019 Bonds, or upon delivery to the Dissemination Agent (if other than the Authority) of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. If such termination occurs prior to the final maturity of the Subordinate Series 2019 Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5(e) hereof.

Section 7. Dissemination Agent. From time to time, the Authority may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent (if other than the Authority) shall be entitled to reasonable compensation for its services hereunder and reimbursement of its out of pocket expenses (including, but not limited to, attorneys' fees). The Dissemination Agent (if other than the Authority) shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Certificate.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Certificate, the Authority may amend this Certificate, and any provision of this Certificate may be waived, provided that all of the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, change in law (including rules or regulations) or in interpretations thereof, or change in the identity, nature or status of an Obligated Person with respect to the Subordinate Series 2019 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Subordinate Series 2019 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Subordinate Series 2019 Bonds in the same manner as provided in the Subordinate Indenture for amendments to the Subordinate Indenture with the consent of Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners of the Subordinate Series 2019 Bonds.

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

Section 9. Additional Information. Nothing in this Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Certificate, any Holder or Beneficial Owner of the Subordinate Series 2019 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific

performance by court order, to cause the Authority or the Dissemination Agent (if other than the Authority), as the case may be, to comply with its obligations under this Certificate. A default under this Certificate shall not be deemed an Event of Default under the Subordinate Indenture and the sole remedy under this Certificate in the event of any failure of the Authority or the Dissemination Agent (if other than the Authority) to comply with this Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are expressly and specifically set forth in this Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any claims, losses, expenses and liabilities which such Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties given to the Dissemination Agent hereunder, including the costs and expenses (including attorneys' fees) of defending, in any manner or forum, against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, subject to the Subordinate Indenture. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Subordinate Series 2019 Bonds.

Section 12. Beneficiaries. This Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Subordinate Series 2019 Bonds, and shall create no rights in any other person or entity.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto signed and executed this Certificate this ___ day of December, 2019.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Scott M. Brickner
Vice President, Chief Financial Officer

Approved as to form:

By _____
Amy Gonzalez
General Counsel

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: San Diego County Regional Airport Authority

Name of Bond Issue: Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A

Subordinate Airport Revenue Bonds, Series 2019B

Date of Issuance: December __, 2019

CUSIP: 79739G____

NOTICE IS HEREBY GIVEN that the San Diego County Regional Airport Authority (the "Authority") has not provided an Annual Report with respect to the above named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated December __, 2019, executed by the Authority for the benefit of the holders and beneficial owners of the above referenced bonds. The Authority anticipates that the Annual Report will be filed by _____, 20__.

Dated:_____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By: _____
Authorized Representative

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "***Certificate***") is executed and delivered by the San Diego County Regional Airport Authority (the "***Authority***") in connection with the issuance of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "***Subordinate Series 2020A Bonds***"), San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "***Subordinate Series 2020B Bonds***"), and San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the "***Subordinate Series 2020C Bonds***," and collectively with the Subordinate Series 2020A Bonds and the Subordinate Series 2020B Bonds, the "***Subordinate Series 2020 Bonds***"). The Subordinate Series 2020 Bonds are being issued pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and U.S. Bank National Association, as successor trustee (the "***Subordinate Trustee***"), and the Seventh Supplemental Subordinate Trust Indenture, dated as of April 1, 2020 (the "***Seventh Supplemental Subordinate Indenture***," and collectively with the Master Subordinate Indenture and all supplements thereto, the "**Subordinate Indenture**"), by and between the Authority and the Subordinate Trustee. Additionally, the Subordinate Series 2020 Bonds have been authorized by Resolution No. 2019-_____ adopted by the board of directors of the Authority on November 7, 2019 (the "***Resolution***"). The Subordinate Series 2020 Bonds are being issued pursuant to Section 170000 et seq. of the California Public Utilities Code (the "***Act***"), and in accordance with Revenue Bond Law of 1941 Chapter 6 (commencing with §54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with §54380) of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code and the limitations set forth in California Government Code §54402(b), which shall not apply to the issuance and sale of bonds pursuant to the Act.

In consideration of the purchase of the Subordinate Series 2020 Bonds by the Participating Underwriter (as defined below), the Authority covenants and agrees as follows:

Section 1. Purpose of the Certificate. This Certificate is being executed and delivered by the Authority for the benefit of the Holders and Beneficial Owners of the Subordinate Series 2020 Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Subordinate Indenture, which apply to any capitalized term used in this Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 hereof.

"*Beneficial Owner*" means any person which (a) has or shares the power, directly or indirectly, to vote or consent with respect to, to make investment decisions concerning the ownership of, or to dispose of ownership of, any Subordinate Series 2020 Bonds (including persons holding Subordinate Series 2020 Bonds through nominees, depositories or other

intermediaries), or (b) is treated as the owner of any Subordinate Series 2020 Bonds for federal income tax purposes.

"*Dissemination Agent*" means the Authority, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Authority a written acceptance of such designation.

"*EMMA System*" means the MSRB's Electronic Municipal Market Access system, or such other electronic system designated by the MSRB.

"*Financial Obligation*" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8) of this Certificate, a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*Holders*" means either the registered owners of the Subordinate Series 2020 Bonds, or if the Subordinate Series 2020 Bonds are registered in the name of The Depository Trust Company or other recognized securities depository, any applicable participant in its depository system.

"*Listed Events*" means any of the events listed in Sections 5(a) and 5(b) hereof.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligated Person*" means the Authority and each airline or other entity using the Airport System under a lease or use agreement extending for more than one year from the date in question and including bond debt service as part of the calculation of rates and charges, under which lease or use agreement such airline or other entity has paid amounts equal to at least 20% of the Revenues of the Airport System for the prior two Fiscal Years of the Authority. At the time of issuance of the Subordinate Series 2020 Bonds, the Authority is the only Obligated Person.

"*Official Statement*" means the Official Statement, dated November ___, 2019, [as supplemented,] prepared and distributed in connection with the initial sale of the Subordinate Series 2020 Bonds.

"*Participating Underwriter*" means any of the original underwriters of the Subordinate Series 2020 Bonds required to comply with the Rule in connection with the offering of the Subordinate Series 2020 Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*State*" means the State of California.

Section 3. Provision of Annual Reports.

(a) The Authority shall provide, or shall cause the Dissemination Agent to provide, to the MSRB through the EMMA System (in an electronic format and accompanied by identifying information all as prescribed by the MSRB) an Annual Report which is consistent with the requirements of Section 4 hereof by not later than 181 days after the end of the Authority's fiscal year in each fiscal year. The Authority's first Annual Report shall be due December 28, 2020. Not later than 15 Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if other than the Authority). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 hereof. The audited financial statements of the Authority may be submitted separately from the balance of the Annual Report if they are not available by the date of submission, provided such financial statements are submitted within 210 days after the end of the Authority's fiscal year. If the Authority's fiscal year changes, the Authority, upon becoming aware of such change, shall give notice of such change in the same manner as for a Listed Event under Section 5(e) hereof.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent (if other than the Authority) has not received a copy of the Annual Report, the Dissemination Agent shall contact the Authority to determine if the Authority is in compliance with subsection (a).

(c) If the Authority is unable to provide to the MSRB or the Dissemination Agent (if other than the Authority), an Annual Report by the date required in subsection (a), the Authority shall send a notice to the MSRB through the EMMA System in substantially the form attached hereto as Exhibit A.

(d) The Dissemination Agent (if other than the Authority) shall confirm in writing to the Authority that the Annual Report has been filed as required hereunder, stating the date filed.

Section 4. Content of Annual Reports.

(a) The Authority's Annual Report shall contain or incorporate by reference the following, updated to incorporate information for the most recent fiscal or calendar year, as applicable (the tables referred to below are those appearing in the Official Statement relating to the Subordinate Series 2020 Bonds, unless otherwise noted):

(i) Audited financial statements of the Authority, updated to incorporate information for the most recent fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board, and as further modified according to applicable State law. If the Authority's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to the usual format utilized by the Authority,

and the audited financial statements shall be filed in the same manner as the Annual Report when they become available;

(ii) Outstanding principal amounts of the Senior Bonds (including the Senior Series 2013 Bonds) and the Subordinate Obligations (including the Subordinate Series 2020 Bonds, the Subordinate Series 2010 Bonds, the Subordinate Series 2017 Bonds, the Subordinate Revolving Obligations and the Subordinate Drawdown Bonds);

(iii) Table 4 — San Diego County Regional Airport Authority, Future Rental Commitments;

(iv) Table 5 — San Diego International Airport, Air Carriers Serving San Diego International Airport;

(v) Table 6 — San Diego International Airport, Total Enplanements and Deplanements;

(vi) Table 7 — San Diego International Airport, Revenue Operations;

(vii) Table 8 — San Diego International Airport, Historical Enplaned and Deplaned Freight and U.S. Mail Cargo;

(viii) Table 9 — San Diego International Airport, Enplanements by Air Carriers;

(ix) Table 10 — San Diego International Airport, Total Revenue Landed Weight;

(x) Table 12 — San Diego County Regional Airport Authority, Investments;

(xi) Table 13 — San Diego County Regional Airport Authority, Statements of Revenues, Expenses and Change in Net Position;

(xii) Table 14 — San Diego County Regional Airport Authority, Top Ten Operating Revenue Providers;

(xiii) Table 15 — San Diego County Regional Airport Authority, Top Ten Operating Revenue Sources;

(xiv) Table 16 — San Diego County Regional Airport Authority, Historical Senior and Subordinate Debt Service Coverage;

(xv) Table 17 — San Diego International Airport, Airline Derived Revenue Per Passenger;

(xvi) Table 18 — San Diego County Regional Airport Authority, Approved PFC Applications; and

(xvii) Table 19 — San Diego County Regional Airport Authority, Annual Receipt of PFCs;

(b) All or any portion of the information of the Annual Report may be incorporated in the Annual Report by cross reference to any other documents which have been filed with the MSRB.

(c) Information contained in an Annual Report for any fiscal year containing any modified operating data or financial information (as contemplated by Section 8 hereof) for such fiscal year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Report being provided for such fiscal year. If a change in accounting principles is included in any such modification, such Annual Report shall present a comparison between the financial statements or information prepared on the basis of modified accounting principles and those prepared on the basis of former accounting principles.

Any or all of the items above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Subordinate Series 2020 Bonds not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions with respect to the tax status of the Subordinate Series 2020 Bonds or the issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB) with respect to the Subordinate Series 2020 Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of the Obligated Person; or

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Department, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

(b) The Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Subordinate Series 2020 Bonds, if material, not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Subordinate Series 2020 Bonds or other material events affecting the tax status of the Subordinate Series 2020 Bonds;

2. Modifications to rights of the Beneficial Owners or Holders of the Subordinate Series 2020 Bonds;

3. Optional, unscheduled or contingent bond calls;

4. Release, substitution or sale of property securing repayment of the Subordinate Series 2020 Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. Appointment of a successor or additional trustee or the change of name of a trustee; or

8. Incurrence of a Financial Obligation of the Authority, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Authority, any of which affect security holders;

(c) The Authority shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3(a) hereof, as provided in Section 3 hereof.

(d) Whenever the Authority obtains knowledge of the occurrence of a Listed Event described in Section 5(b) hereof, the Authority shall determine if such event would be material under applicable federal securities laws.

(e) If the Authority learns of an occurrence of a Listed Event described in Section 5(a) hereof, or determines that knowledge of a Listed Event described in Section 5(b) hereof would be material under applicable federal securities laws, the Authority shall within ten business days of occurrence file a notice of such occurrence with the MSRB through the EMMA System in electronic format, accompanied by such identifying information as is prescribed by the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in (b)(3) need not be given under this subsection any earlier than the notice of such event is given to Beneficial Owners and Holders of the affected Subordinate Series 2020 Bonds pursuant to the Subordinate Indenture.

(f) The Authority intends to comply with the Listed Events described in Section 5(a)(10) and Section 5(b)(8), and the definition of "Financial Obligation" in Section 2, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the SEC in Release No. 34-83885 dated August 20, 2018 (the "2018 Release"), and any further amendments or written guidance provided by the SEC or its staff with respect the amendments to the Rule effected by the 2018 Release.

Section 6. Termination of Reporting Obligation. The Authority's obligations under this Certificate shall terminate upon the legal defeasance, prior redemption or payment of amounts fully sufficient to pay and discharge the Subordinate Series 2020 Bonds, or upon delivery to the Dissemination Agent (if other than the Authority) of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. If such termination occurs prior to the final maturity of the Subordinate Series 2020 Bonds, the Authority shall give notice of such termination in the same manner as for a Listed Event under Section 5(e) hereof.

Section 7. Dissemination Agent. From time to time, the Authority may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent (if other than the Authority) shall be entitled to reasonable compensation for its services hereunder and reimbursement of its out of pocket expenses (including, but not limited to, attorneys' fees). The Dissemination Agent (if other than the

Authority) shall not be responsible in any manner for the content of any notice or report prepared by the Authority pursuant to this Certificate.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Certificate, the Authority may amend this Certificate, and any provision of this Certificate may be waived, provided that all of the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, change in law (including rules or regulations) or in interpretations thereof, or change in the identity, nature or status of an Obligated Person with respect to the Subordinate Series 2020 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Subordinate Series 2020 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Beneficial Owners of the Subordinate Series 2020 Bonds in the same manner as provided in the Subordinate Indenture for amendments to the Subordinate Indenture with the consent of Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Beneficial Owners of the Subordinate Series 2020 Bonds.

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

Section 9. Additional Information. Nothing in this Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Certificate, the Authority shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Authority to comply with any provision of this Certificate, any Holder or Beneficial Owner of the Subordinate Series 2020 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or the Dissemination Agent (if other than the Authority), as the case may be, to comply with its obligations under this Certificate. A default under this Certificate shall not be deemed an Event of Default under the Subordinate Indenture and the sole remedy under this Certificate in the event of any failure of the Authority or the Dissemination Agent (if other than the Authority) to comply with this Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are expressly and specifically set forth in this Certificate, and the Authority agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any claims, losses, expenses and liabilities which such Dissemination Agent may incur arising out of or in the exercise or performance of the powers and duties given to the Dissemination Agent hereunder, including the costs and expenses (including attorneys' fees) of defending, in any manner or forum, against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, subject to the Subordinate Indenture. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Subordinate Series 2020 Bonds.

Section 12. Beneficiaries. This Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Subordinate Series 2020 Bonds, and shall create no rights in any other person or entity.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto signed and executed this Certificate this ___ day of April, 2020.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Scott M. Brickner
Vice President, Chief Financial Officer

Approved as to form:

By _____
Amy Gonzalez
General Counsel

[Signature page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: San Diego County Regional Airport Authority

Name of Bond Issue: Subordinate Airport Revenue Refunding Bonds, Series 2020A

Subordinate Airport Revenue Refunding Bonds, Series 2020B

Subordinate Airport Revenue Refunding Bonds, Series 2020C

Date of Issuance: April __, 2020

CUSIP: 79739G____

NOTICE IS HEREBY GIVEN that the San Diego County Regional Airport Authority (the "Authority") has not provided an Annual Report with respect to the above named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated April __, 2020, executed by the Authority for the benefit of the holders and beneficial owners of the above referenced bonds. The Authority anticipates that the Annual Report will be filed by _____, 20__.

Dated:_____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By: _____
Authorized Representative

ESCROW AGREEMENT

by and between

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee and Escrow Agent

Dated December [_], 2019

relating to

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010C
(Federally Taxable – Build America Bonds – Direct Payment to Issuer)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated December [__], 2019 (this "***Escrow Agreement***"), is made by and between the **SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY,** a local government entity of regional government created pursuant to laws of the State of California (the "***Authority***"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America,, as successor trustee under the hereinafter defined Master Subordinate Indenture and Second Supplemental Subordinate Indenture, and as escrow agent (the "***Trustee/Escrow Agent***").

W I T N E S S E T H :

WHEREAS, the Authority has previously issued its San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C (the "***Series 2010C Bonds***"), pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as successor trustee, and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "***Second Supplemental Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as successor trustee; and

WHEREAS, the Authority is, simultaneously with the execution of this Escrow Agreement, issuing $[PAR] aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds, Series 2019A (the "***Series 2019A Bonds***"), under the terms of the Master Subordinate Indenture and the Sixth Supplemental Subordinate Trust Indenture, dated as of December 1, 2019 (the "***Sixth Supplemental Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Series 2019A Bonds are being issued to, among other things, advance refund and defease the Series 2010C Bonds set forth in Exhibit A attached hereto (the "***Refunded Series 2010C Bonds***"); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Creation of the Escrow Fund. There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C Escrow Fund" (herein referred to as the "***Escrow Fund***") to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Series 2010C Bonds. Except as otherwise provided in Section 5 hereof, the Authority shall have no interest in the funds or investments held in the Escrow Fund.

Section 2. Deposit to the Escrow Fund.

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit $[_____] to be derived from the proceeds of the sale of the Series 2019A Bonds (which the Authority shall transfer or cause to be transferred to the Trustee/Escrow Agent on December [___], 2019), to the Escrow Fund.

(b) Additionally, on or before [_____], 2020, the Authority hereby directs the Trustee/Escrow Agent, as trustee under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to, and the Trustee/Escrow Agent shall (i) transfer $[_____] from the Interest Account of the Series 2010C Debt Service Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, and (ii) transfer $[_____] from the Series 2010C Reserve Account of the Reserve Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to the Escrow Fund.

(c) The Trustee/Escrow Agent hereby acknowledges receipt of $[_____] as described in clauses (a) and (b) above, and that such amounts were deposited in the Escrow Fund.

Section 3. Investment of the Escrow Fund. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on [_____], 2019, use $[_____] on deposit in the Escrow Fund to purchase the securities described in Schedule I attached hereto (the "***Initial Government Securities***"), and shall retain $[___] in the Escrow Fund as a beginning cash balance.

The Trustee/Escrow Agent shall purchase the Initial Government Securities as provided in this Section and shall hold such Initial Government Securities, the beginning cash balance and any earnings received thereon and any reinvestment thereof pursuant to this Escrow Agreement and disburse such amounts as provided herein. The Trustee/Escrow Agent shall collect amounts due and shall sell or otherwise liquidate investments in the Escrow Fund as needed to make the payments and transfers required by this Escrow Agreement and may substitute different Government Securities, as defined and subject to the terms and limitations of Section 7 hereof, for the Initial Government Securities but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Initial Government Securities.

Section 4. Creation of Lien on the Escrow Fund. The deposit of the moneys, the Initial Government Securities and any other Government Securities in the Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Series 2010C Bonds. The holders of the Refunded Series 2010C Bonds are hereby granted an express lien on the Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 5 hereof.

Section 5. Use of the Escrow Fund. The Trustee/Escrow Agent shall withdraw the amounts described in Schedule II attached hereto on the dates set forth in such Schedule II from

the Escrow Fund and use such amounts in its capacity as trustee for the Refunded Series 2010C Bonds to pay the principal of and interest on the Refunded Series 2010C Bonds as directed pursuant to the Second Supplemental Subordinate Indenture.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Master Subordinate Indenture). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Escrow Fund will be needed to redeem the Refunded Series 2010C Bonds, or on July 2, 2020, whichever occurs first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Escrow Fund to the Interest Account of the Series 2019A Debt Service Fund (established pursuant to the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture), and thereafter the holders of the Refunded Series 2010C Bonds shall look only to the Authority for payment and the Trustee/Escrow Agent shall have no responsibility or liability whatsoever with respect to any of such moneys. At such time as no amounts remain in the Escrow Fund, such fund shall be closed.

Section 6. Notices of Redemption and Defeasance of Refunded Series 2010C Bonds. By the execution of this Escrow Agreement and delivery hereof to the Trustee/Escrow Agent, the Authority hereby delivers notice to the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture that, on July 1, 2020, the Authority wishes to redeem all of the Refunded Series 2010C Bonds in accordance with the provisions of Section 3.06 of the Second Supplemental Subordinate Indenture. The Trustee/Escrow Agent hereby waives any right to receive any other notices that it may be entitled to from the Authority under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture with respect to the redemption of the Refunded Series 2010C Bonds. The Authority hereby directs the Trustee/Escrow Agent to give or cause to be given, and the Trustee/Escrow Agent agrees to give or cause to be given, notice of the redemption of the Refunded Series 2010C Bonds (a form such notice being attached hereto as Exhibit B) on or prior to June 1, 2020 in such manner as required pursuant to Section 3.01 of the Second Supplemental Subordinate Indenture to the owners of the Refunded Series 2010C Bonds.

Additionally, the Authority hereby directs the Trustee/Escrow Agent to give or cause to be given on the date hereof, and the Trustee/Escrow Agent agrees to give or cause to be given on the date hereof, notice of the defeasance of the Refunded Series 2010C Bonds (a form of such notice being attached hereto as Exhibit C). Such notice of defeasance shall be mailed (or delivered via such other approved delivery method, including via electronically) to The Depository Trust Company as required pursuant to Article VII of the Master Subordinate Indenture.

Section 7. Reinvestment; Substitution of Government Securities. EXCEPT AS SPECIFICALLY PROVIDED BELOW, THE TRUSTEE/ESCROW AGENT MAY NOT SELL, TRANSFER, REQUEST THE REDEMPTION OF OR OTHERWISE DISPOSE OF THE INITIAL GOVERNMENT SECURITIES.

Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Initial Government Securities held in the Escrow Fund shall be held as part of the Escrow

Fund to be used for the purposes set forth in Section 5 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section; and (b) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make payments required by Section 5 hereof.

Upon the fulfillment of the conditions set forth in this Section, the Trustee/Escrow Agent at the written direction of the Authority may sell, liquidate or otherwise dispose of some or all of the Initial Government Securities then held as an investment of the Escrow Fund and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in different Government Securities; provided that no such substitution shall occur unless the Authority shall first deliver to the Trustee/Escrow Agent (a) an opinion by an independent certified public accountant that, after such reinvestment or substitution, the principal amount of the Government Securities then held in the Escrow Fund, together with the interest thereon and other available moneys therein, will be sufficient to pay the principal of and interest on the Refunded Series 2010C Bonds secured by the Escrow Fund on the date and in the amounts as required pursuant to this Escrow Agreement and the Second Supplemental Subordinate Indenture; and (b) an opinion of nationally recognized bond counsel to the effect that such sale, liquidation or other disposition and substitution of different Government Securities is permitted under this Escrow Agreement, the Second Supplemental Subordinate Indenture and the Master Subordinate Indenture, and will not have any adverse effect with respect to the exemption of the interest on the Refunded Series 2010C Bonds from income taxation under the Internal Revenue Code of 1986, as amended. Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Government Securities purchased in accordance with this paragraph and held in the Escrow Fund shall be held as part of the Escrow Fund to be used for the purposes set forth in Section 5 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section; and (b) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make payments required by Section 5 hereof.

"***Government Securities***," as used in this Escrow Agreement, means only noncallable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of, the United States of America, and which are limited to:

(i) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series—"SLGS" and any stripped interest on the principal portion of such U.S. Treasury Certificates, Notes and Bonds); and

(ii) Resolution Funding Corp. (REFCORP), only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form are acceptable.

If the Trustee/Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription that is to be submitted pursuant to this Escrow Agreement, the Trustee/Escrow Agent shall promptly request alternative written investment instructions from the Authority with respect to escrowed funds which were to be invested in SLGS. The Trustee/Escrow Agent shall follow such instructions and, upon the

maturity of any such alternative investment, the Trustee/Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority, the Trustee/Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Trustee/Escrow Agent may conclusively rely upon the Authority's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 8. Liability of Trustee/Escrow Agent.

(a) The Trustee/Escrow Agent shall not under any circumstance be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Trustee/Escrow Agent shall have no lien whatsoever on the Escrow Fund or moneys on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Trustee/Escrow Agent under this Escrow Agreement or otherwise.

(b) The Trustee/Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Fund or the Initial Government Securities or any Government Securities purchased at the direction of the Authority to pay the principal of and interest on the Refunded Series 2010C Bonds.

(c) The Authority agrees that if for any reason the investments and moneys and other funds available to pay principal of and interest on the Refunded Series 2010C Bonds are insufficient therefor, the Authority shall continue to be liable for payment therefor in accordance with the terms of the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture.

(d) No provision of this Escrow Agreement shall require the Trustee/Escrow Agent to expend or risk its own funds.

(e) The Trustee/Escrow Agent may consult with bond counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority (which may but need not be counsel to the Authority) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Whenever in the administration of this Escrow Agreement the Trustee/Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or willful misconduct on the part of the Trustee/Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of gross negligence or willful misconduct on the part of the Trustee/Escrow Agent, be full warrant to the Trustee/Escrow Agent for any action taken or not taken by it under the provisions of this

Escrow Agreement in reliance thereon. Except with respect to any future reinvestment or substitution of Government Securities as may be directed by the Authority as set forth in Section 7 hereof, the Trustee/Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(g) The Trustee/Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified as set forth in Section 12 hereof, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Trustee/Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(h) The Trustee/Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Trustee/Escrow Agent.

(i) The Trustee/Escrow Agent shall not have any liability hereunder except to the extent of its own gross negligence or willful misconduct. In no event shall the Trustee/Escrow Agent be liable for any special, indirect or consequential damages.

(j) The Trustee/Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(k) The Trustee/Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("***Instructions***") given pursuant to this Escrow Agreement and delivered using Electronic Means ("***Electronic Means***" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee/Escrow Agent, or another method or system specified by the Trustee/Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee/Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("***Authorized Officers***") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee/Escrow Agent Instructions using Electronic Means and the Trustee/Escrow Agent in its discretion elects to act upon such Instructions, the Trustee/Escrow Agent's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee/Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Trustee/Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee/Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee/Escrow Agent and that the Authority and all Authorized Officers are solely responsible to

safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee/Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee/Escrow Agent, including without limitation the risk of the Trustee/Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee/Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee/Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(l) The Trustee/Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(m) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee/Escrow Agent will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee/Escrow Agent hereunder.

Section 9. Successor Trustee/Escrow Agent. Any corporation into which the Trustee/Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee/Escrow Agent shall be a party or any corporation succeeding to the corporate trust business of the Trustee/Escrow Agent, shall be the successor Trustee/Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 10. Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Trustee/Escrow Agent under the provisions hereof shall have been made. Any deficiency in the amounts required to be paid hereunder shall be paid by the Authority. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Escrow Fund at the time of such termination to the Authority for deposit to the Interest Account of the Series 2019A Debt Service Fund, as required pursuant to Section 5 hereof.

Section 11. Tax-Exempt Nature of Interest on the Refunded Series 2010C Bonds. The Authority covenants and agrees for the benefit of the holders of the Refunded Series 2010C Bonds that it will not direct or permit any thing or act to be done in such manner as would cause interest on the Refunded Series 2010C Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, nor will it use any of the proceeds received from the sale of the Subordinate Series 2019A Bonds, directly or indirectly, in any manner which would result in the Subordinate Series 2019A Bonds being classified as "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Section 12. Compensation and Indemnity of Trustee/Escrow Agent. For acting under this Escrow Agreement, the Trustee/Escrow Agent shall be entitled to payment of fees pursuant to the schedule of fees provided to the Authority for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Trustee/Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not limited to, postage, insurance, wires, stationery, costs of printing forms and letters and publication of notices of redemption); however, such amount shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purposes and subject to the liens set forth in Sections 4 and 5, respectively, hereof. To the extent permitted by law, the Authority agrees to indemnify and hold the Trustee/Escrow Agent and its officers, agents, employees and directors harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys' fees and expenses of counsel), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Trustee/Escrow Agent of its duties under this Escrow Agreement; provided, however, that such indemnification shall not extend to claims, suits and actions brought against the Trustee/Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made due to the Trustee/Escrow Agent's gross negligence or willful misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Fund, which fund shall be held solely for the purpose and subject to the liens set forth in Sections 4 and 5, respectively, hereof. The obligations of the Authority under this Section shall remain in effect and continue notwithstanding the termination of this Escrow Agreement or the resignation or removal of the Trustee/Escrow Agent.

Section 13. Third-Party Beneficiaries and Amendments. The owners of the Refunded Series 2010C Bonds are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Escrow Fund, as set forth in Sections 4 and 5 hereof.

Section 14. Replacement and Resignation of Trustee/Escrow Agent. The Authority may remove the Trustee/Escrow Agent and/or the Trustee/Escrow Agent may resign pursuant to

the provisions of Section 9.09 of the Master Subordinate Indenture and the applicable provisions of the Second Supplemental Subordinate Indenture.

Section 15. Severability. If any one or more of the provisions of this Escrow Agreement should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 16. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority or the Trustee/Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 17. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 18. Headings. Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 19. Amendments. The Authority and the Trustee/Escrow Agent shall not modify this Escrow Agreement without the consent of all of the owners of the Refunded Series 2010C Bonds affected by such modification which have not been paid in full.

Section 20. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Kimberly J. Becker,
President and CEO

Attest:

By _____
Tony R. Russell,
Director, Board Services/Authority Clerk

Approved as to form:

By _____
Amy Gonzalez
General Counsel

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Escrow Agent

By _____
Authorized Representative

[Signature page to Escrow Agreement]

EXHIBIT A

REFUNDED SERIES 2010C BONDS

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010C

Maturity Date (July 1)	Principal to be Redeemed	Redemption Price	Redemption Date	CUSIP Number
2040	$215,360,000	100%	July 1, 2020	79739GBD7

EXHIBIT B

FORM OF NOTICE OF REDEMPTION

NOTICE OF REDEMPTION

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010C
(Federally Taxable – Build America Bonds – Direct Payment to Issuer)

Redemption Date: July 1, 2020

NOTICE IS HEREBY GIVEN that, pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "Second Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, the Authority's Subordinate Airport Revenue Bonds, Series 2010C, as described below (the "Series 2010C Bonds"), shall be redeemed on July 1, 2020 (the "Redemption Date") at the redemption price of 100% of the principal amount thereof (the "Redemption Price"), plus accrued interest thereon. The Series 2010C Bonds selected for full redemption are as follows:

Maturity Date July 1	Principal Redeemed	Interest Rate	CUSIP Number*	Date of Original Issuance
2040	$215,360,000	6.628%	79739GBD7	October 5, 2010

*Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP Numbers, nor is representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the Bondholders.

Payment of the Redemption Price, and the accrued interest thereon, will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner:

If by Mail, Hand or Overnight Mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Ave. E
St. Paul, Minnesota 55107

Bondholders presenting their Series 2010C Bonds in person for same day payment must surrender their Series 2010C Bond(s) by 1:00 p.m. on the Redemption Date and a check will be available for pick up after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Series 2010C Bond, you are not required to endorse the Series 2010C Bond to collect the Redemption Price.

Interest on the Series 2010C Bonds shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), the Trustee may be obligated to withhold 28% of the Redemption Price from any Bondholder who has failed to furnish the Trustee with a valid taxpayer identification number and a certification that such Bondholder is not subject to backup withholding under the Act. Bondholders who wish to avoid the application of these provisions should submit a completed Form W-9 when presenting their Series 2010C Bonds.

By: U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated: _____, 2020

EXHIBIT C

FORM OF NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE

RELATING TO:

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010C
(Federally Taxable – Build America Bonds – Direct Payment to Issuer)

Notice is hereby given to the holders of the below listed San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C (the "Series 2010C Bonds") that (i) there has been deposited with U.S. Bank National Association, as Trustee and Escrow Agent, moneys and investment securities as permitted by the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "Second Supplemental Subordinate Indenture," and together with the Master Subordinate Indenture, the "Subordinate Indenture"), by and between the Authority and the Trustee, the principal of and interest on which when due will provide moneys which, together with such other moneys deposited with the Trustee/Escrow Agent, will be sufficient (as evidenced by a verification report prepared by an independent certified public accountant and delivered to the Authority and the Trustee) and available on (i) January 1, 2020 to pay the interest on the Series 2010C Bonds, (ii) on July 1, 2020 to redeem the Series 2010C Bonds at a redemption price of par and to pay the interest then due on such Series 2010C Bonds, and (iii) the Series 2010C Bonds are deemed paid for purposes of the Subordinate Indenture. The Series 2010C Bonds consist of the following:

CUSIP Number*	Maturity Date (July 1)	Principal Amount	Interest Rate
79739GBD7	2040	$215,360,000	6.628%

* Neither the Authority nor the Trustee/Escrow Agent shall be responsible for the selection or use of the CUSIP Numbers, nor is any representation made as to their correctness indicated in this Notice of Defeasance. They are included solely for the convenience of the Bondholders.

On or prior to June 1, 2020, in accordance with the terms of the Subordinate Indenture, the Trustee will mail a redemption notice with respect to the Series 2010C Bonds to the Bondholders thereof.

Dated this [___] day of [_____], 2019

San Diego County Regional Airport Authority

U.S. Bank National Association, as Trustee

SCHEDULE I

INITIAL GOVERNMENT SECURITIES

Maturity Date	Type	Coupon	Price	Par Amount	Total Cost

Uninvested cash: $[_____]

SCHEDULE II

PAYMENT REQUIREMENTS FOR REFUNDED SERIES 2010C BONDS

Redemption Date	Principal	Interest	Total
January 1, 2020	$ 0.00	$7,137,030.40	$ 7,137,030.40
July 1, 2020	215,360,000.00	7,137,030.40	222,497,030.40

ESCROW AGREEMENT

by and between

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION
as Trustee and Escrow Agent

Dated April [__], 2020

relating to

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010A

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated April [__], 2020 (this "***Escrow Agreement***"), is made by and between the **SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY,** a local government entity of regional government created pursuant to laws of the State of California (the "***Authority***"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America,, as successor trustee under the hereinafter defined Master Subordinate Indenture and Second Supplemental Subordinate Indenture, and as escrow agent (the "***Trustee/Escrow Agent***").

W I T N E S S E T H :

WHEREAS, the Authority has previously issued its (a) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A (the "***Series 2010A Bonds***"), and (b) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B (the "***Series 2010B Bonds***," and together with the Series 2010A Bonds, the "***Series 2010A/B Bonds***") pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "***Master Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as successor trustee, and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "***Second Supplemental Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as successor trustee; and

WHEREAS, the Authority is, simultaneously with the execution of this Escrow Agreement, issuing (a) $[PARA] aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020A (the "***Series 2020A Bonds***"), (b) $[PARB] aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020B (the "***Series 2020B Bonds***"), and (c) $[PARC] aggregate principal amount of its San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds, Series 2020C (the "***Series 2020C Bonds***," and collectively with the Series 2020A Bonds and the Series 2020B Bonds, the "***Series 2020 Bonds***"), under the terms of the Master Subordinate Indenture and the Seventh Supplemental Subordinate Trust Indenture, dated as of April 1, 2020 (the "***Seventh Supplemental Subordinate Indenture***"), by and between the Authority and the Trustee/Escrow Agent, as trustee; and

WHEREAS, the Series 2020A Bonds are being issued to, among other things, current refund and defease the Series 2010B Bonds set forth in Exhibit A-1 attached hereto (the "***Refunded Series 2010B Bonds***"), and the Series 2020B Bonds and the Series 2020C Bonds are being issued to, among other things, current refund and defease the Series 2010A Bonds set forth in Exhibit A-2 attached hereto (the "***Refunded Series 2010A Bonds***," and together with the Refunded Series 2010B Bonds, the "***Refunded Series 2010A/B Bonds***"); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Creation of the Escrow Funds.

(a) There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A Escrow Fund" (herein referred to as the "***Series 2010A Escrow Fund***") to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Series 2010A Bonds.

(b) There is hereby created and established with the Trustee/Escrow Agent a special and irrevocable escrow fund designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B Escrow Fund" (herein referred to as the "***Series 2010B Escrow Fund***," and together with the Series 2010A Escrow Fund, the "***Escrow Funds***") to be held in the custody of the Trustee/Escrow Agent in trust under this Escrow Agreement for the benefit of the owners of the Refunded Series 2010B Bonds.

(c) Except as otherwise provided in Section 6 hereof, the Authority shall have no interest in the funds or investments held in the Escrow Funds.

Section 2. Deposits to and Investment of the Series 2010A Escrow Fund.

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit $[_____] to be derived from the proceeds of the sale of the Series 2020B Bonds and $[_____] to be derived from the proceeds of the sale of the Series 2020C Bonds (which the Authority shall transfer or cause to be transferred to the Trustee/Escrow Agent on April [__], 2019), to the Series 2010A Escrow Fund.

(b) Additionally, on or before April [_], 2020, the Authority hereby directs the Trustee/Escrow Agent, as trustee under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to, and the Trustee/Escrow Agent shall (i) transfer $[_____] from the Interest Account of the Series 2010A Debt Service Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, (ii transfer $[_____] from the Principal Account of the Series 2010A Debt Service Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, and (iii) transfer $[_____] from the Series 2010A/B Reserve Account of the Reserve Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to the Series 2010A Escrow Fund.

(c) The Trustee/Escrow Agent hereby acknowledges receipt of $[_____] as described in clauses (a) and (b) above, and that such amounts were deposited in the Series 2010A Escrow Fund.

(d) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on April [__], 2020, use $[_____] on deposit in the

Series 2010A Escrow Fund to purchase the securities described in Schedule I-1 attached hereto (the "***Initial Government Securities (Series 2010A Escrow Fund***"), and shall retain $[___] in the Series 2010A Escrow Fund as a beginning cash balance.

Section 3. Deposit to the Series 2010B Escrow Fund.

(a) Concurrently with the execution and delivery of this Escrow Agreement, the Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, deposit $[_____] to be derived from the proceeds of the sale of the Series 2020A Bonds (which the Authority shall transfer or cause to be transferred to the Trustee/Escrow Agent on April [__], 2020), to the Series 2010B Escrow Fund.

(b) Additionally, on or before April [_], 2020, the Authority hereby directs the Trustee/Escrow Agent, as trustee under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to, and the Trustee/Escrow Agent shall (i) transfer $[_____] from the Interest Account of the Series 2010B Debt Service Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, (ii transfer $[_____] from the Principal Account of the Series 2010B Debt Service Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, and (iii) transfer $[_____] from the Series 2010A/B Reserve Account of the Reserve Fund maintained by the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture, to the Series 2010B Escrow Fund.

(c) The Trustee/Escrow Agent hereby acknowledges receipt of $[_____] as described in clauses (a) and (b) above, and that such amounts were deposited in the Series 2010B Escrow Fund.

(d) The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, on April [__], 2020, use $[_____] on deposit in the Series 2010B Escrow Fund to purchase the securities described in Schedule I-2 attached hereto (the "***Initial Government Securities (Series 2010B Escrow Fund***," and together with the Initial Government Securities (Series 2010A Escrow Fund), the "***Initial Government Securities***"), and shall retain $[___] in the Series 2010B Escrow Fund as a beginning cash balance.

Section 4. Investment of the Escrow Funds. The Trustee/Escrow Agent shall purchase the Initial Government Securities as provided in Section 3 hereof and shall hold such Initial Government Securities, the beginning cash balances and any earnings received thereon and any reinvestment thereof pursuant to this Escrow Agreement and disburse such amounts as provided herein. The Trustee/Escrow Agent shall collect amounts due and shall sell or otherwise liquidate investments in the Escrow Funds as needed to make the payments and transfers required by this Escrow Agreement and may substitute different Government Securities, as defined and subject to the terms and limitations of Section 8 hereof, for the Initial Government Securities but otherwise shall have no power or duty to sell, transfer, request the redemption of or otherwise dispose of the Initial Government Securities.

Section 5. Creation of Lien on the Escrow Funds.

(a) The deposit of the moneys, the Initial Government Securities (Series 2010A Escrow Fund) and any other Government Securities in the Series 2010A Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Series 2010A Bonds. The holders of the Refunded Series 2010A Bonds are hereby granted an express lien on the Series 2010A Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 6 hereof.

(b) The deposit of the moneys, the Initial Government Securities (Series 2010B Escrow Fund) and any other Government Securities in the Series 2010B Escrow Fund shall constitute an irrevocable deposit in trust for the benefit of the holders of the Refunded Series 2010B Bonds. The holders of the Refunded Series 2010B Bonds are hereby granted an express lien on the Series 2010B Escrow Fund and all moneys and investments from time to time held therein for the payment of amounts described in Section 6 hereof.

Section 6. Use of the Escrow Funds.

(a) ***Series 2010A Escrow Fund***. The Trustee/Escrow Agent shall withdraw the amount described in Schedule II-1 attached hereto on the date set forth in such Schedule II-1 from the Series 2010A Escrow Fund and use such amount in its capacity as trustee for the Refunded Series 2010A Bonds to pay the principal of and interest on the Refunded Series 2010A Bonds as directed pursuant to the Second Supplemental Subordinate Indenture.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Series 2010A Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Master Subordinate Indenture). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Series 2010A Escrow Fund will be needed to redeem the Refunded Series 2010A Bonds, or on July 2, 2020, whichever occurs first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Series 2010A Escrow Fund to the Interest Account of the Series 2020B Debt Service Fund (established pursuant to the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture) and the Interest Account of the Series 2020C Debt Service Fund (established pursuant to the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture), on a pro-rata basis (based on the outstanding principal amount of the Series 2020B Bonds and the Series 2020C Bonds) and thereafter the holders of the Refunded Series 2010A Bonds shall look only to the Authority for payment and the Trustee/Escrow Agent shall have no responsibility or liability whatsoever with respect to any of such moneys. At such time as no amounts remain in the Series 2010A Escrow Fund, such fund shall be closed.

(b) ***Series 2010B Escrow Fund***. The Trustee/Escrow Agent shall withdraw the amount described in Schedule II-2 attached hereto on the date set forth in such

Schedule II-2 from the Series 2010B Escrow Fund and use such amount in its capacity as trustee for the Refunded Series 2010B Bonds to pay the principal of and interest on the Refunded Series 2010B Bonds as directed pursuant to the Second Supplemental Subordinate Indenture.

The Trustee/Escrow Agent shall retain all unclaimed moneys, together with interest thereon, in the Series 2010B Escrow Fund and shall invest such unclaimed moneys as directed in writing by an Authorized Authority Representative (as defined in the Master Subordinate Indenture). At such time as the Authority delivers to the Trustee/Escrow Agent written notice that no additional amounts from the Series 2010B Escrow Fund will be needed to redeem the Refunded Series 2010B Bonds, or on July 2, 2020, whichever occurs first, the Trustee/Escrow Agent shall transfer all amounts then remaining in the Series 2010B Escrow Fund to the Interest Account of the Series 2020A Debt Service Fund (established pursuant to the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture) and thereafter the holders of the Refunded Series 2010B Bonds shall look only to the Authority for payment and the Trustee/Escrow Agent shall have no responsibility or liability whatsoever with respect to any of such moneys. At such time as no amounts remain in the Series 2010B Escrow Fund, such fund shall be closed.

Section 7. Notices of Redemption and Defeasance of Refunded Series 2010A/B Bonds. By the execution of this Escrow Agreement and delivery hereof to the Trustee/Escrow Agent, the Authority hereby delivers notice to the Trustee/Escrow Agent pursuant to the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture that, on July 1, 2020, the Authority wishes to redeem all of the Refunded Series 2010A/B Bonds in accordance with the provisions of Section 3.06 of the Second Supplemental Subordinate Indenture. The Trustee/Escrow Agent hereby waives any right to receive any other notices that it may be entitled to from the Authority under the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture with respect to the redemption of the Refunded Series 2010A/B Bonds. The Authority hereby directs the Trustee/Escrow Agent to give or cause to be given, and the Trustee/Escrow Agent agrees to give or cause to be given, notice of the redemption of the Refunded Series 2010A/B Bonds (a form such notice being attached hereto as Exhibit B) on or prior to June 1, 2020 in such manner as required pursuant to Section 3.01 of the Second Supplemental Subordinate Indenture to the owners of the Refunded Series 2010A/B Bonds.

Additionally, the Authority hereby directs the Trustee/Escrow Agent to give or cause to be given on the date hereof, and the Trustee/Escrow Agent agrees to give or cause to be given on the date hereof, notice of the defeasance of the Refunded Series 2010A/B Bonds (a form of such notice being attached hereto as Exhibit C). Such notice of defeasance shall be mailed (or delivered via such other approved delivery method, including via electronically) to The Depository Trust Company as required pursuant to Article VII of the Master Subordinate Indenture.

Section 8. Reinvestment; Substitution of Government Securities. EXCEPT AS SPECIFICALLY PROVIDED BELOW, THE TRUSTEE/ESCROW AGENT MAY NOT SELL,

TRANSFER, REQUEST THE REDEMPTION OF OR OTHERWISE DISPOSE OF THE INITIAL GOVERNMENT SECURITIES.

Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Initial Government Securities held in the Series 2010A Escrow Fund and the Series 2010B Escrow Fund shall be held as part of the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, respectively, to be used for the purposes set forth in Section 6 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section; and (b) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make payments required by Section 6 hereof.

Upon the fulfillment of the conditions set forth in this Section, the Trustee/Escrow Agent at the written direction of the Authority may sell, liquidate or otherwise dispose of some or all of the Initial Government Securities then held as an investment of the Series 2010A Escrow Fund and the Series 2010B Escrow Fund and reinvest the proceeds thereof, together with other moneys held in the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, respectively, in different Government Securities; provided that no such substitution shall occur unless the Authority shall first deliver to the Trustee/Escrow Agent (a) an opinion by an independent certified public accountant that, after such reinvestment or substitution, the principal amount of the Government Securities then held in the Series 2010A Escrow Fund and/or the Series 2010B Escrow Fund, as applicable,, together with the interest thereon and other available moneys therein, will be sufficient to pay the principal of and interest on the Refunded Series 2010A Bonds and the Refunded Series 2010B Bonds secured by the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, respectively, on the dates and in the amounts as required pursuant to this Escrow Agreement and the Second Supplemental Subordinate Indenture; and (b) an opinion of nationally recognized bond counsel to the effect that such sale, liquidation or other disposition and substitution of different Government Securities is permitted under this Escrow Agreement, the Second Supplemental Subordinate Indenture and the Master Subordinate Indenture, and will not have any adverse effect with respect to the exemption of the interest on the Refunded Series 2010A Bonds or the Refunded Series 2010B Bonds from income taxation under the Internal Revenue Code of 1986, as amended. Interest income and other amounts received by the Trustee/Escrow Agent as payments on the Government Securities purchased in accordance with this paragraph and held in the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, as applicable, shall be held as part of the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, respectively, be used for the purposes set forth in Section 6 hereof and may be invested by the Trustee/Escrow Agent at the written direction of the Authority; provided that (a) such amounts may only be invested in Government Securities as defined in this Section; and (b) such investments shall have maturities which do not extend beyond the date on which the moneys so invested will be needed to make payments required by Section 6 hereof.

"***Government Securities***," as used in this Escrow Agreement, means only noncallable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of, the United States of America, and which are limited to:

(i) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series—"SLGS" and any stripped interest on the principal portion of such U.S. Treasury Certificates, Notes and Bonds); and

(ii) Resolution Funding Corp. (REFCORP), only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form are acceptable.

If the Trustee/Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a SLGS subscription that is to be submitted pursuant to this Escrow Agreement, the Trustee/Escrow Agent shall promptly request alternative written investment instructions from the Authority with respect to escrowed funds which were to be invested in SLGS. The Trustee/Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Trustee/Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the Authority. In the absence of investment instructions from the Authority, the Trustee/Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Trustee/Escrow Agent may conclusively rely upon the Authority's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

Section 9. Liability of Trustee/Escrow Agent.

(a) The Trustee/Escrow Agent shall not under any circumstance be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Trustee/Escrow Agent shall have no lien whatsoever on the Escrow Funds or moneys on deposit in the Escrow Funds for the payment of fees and expenses for services rendered by the Trustee/Escrow Agent under this Escrow Agreement or otherwise.

(b) The Trustee/Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of any moneys deposited into the Escrow Funds or the Initial Government Securities or any Government Securities purchased at the direction of the Authority to pay the principal of and interest on the Refunded Series 2010A/B Bonds.

(c) The Authority agrees that if for any reason the investments and moneys and other funds available to pay principal of and interest on the Refunded Series 2010A/B Bonds are insufficient therefor, the Authority shall continue to be liable for payment therefor in accordance with the terms of the Master Subordinate Indenture and the Second Supplemental Subordinate Indenture.

(d) No provision of this Escrow Agreement shall require the Trustee/Escrow Agent to expend or risk its own funds.

(e) The Trustee/Escrow Agent may consult with bond counsel to the Authority or with such other counsel of its own choice subject to reasonable approval by the Authority (which may but need not be counsel to the Authority) and the opinion of

such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel.

(f) Whenever in the administration of this Escrow Agreement the Trustee/Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or willful misconduct on the part of the Trustee/Escrow Agent, be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall, in the absence of gross negligence or willful misconduct on the part of the Trustee/Escrow Agent, be full warrant to the Trustee/Escrow Agent for any action taken or not taken by it under the provisions of this Escrow Agreement in reliance thereon. Except with respect to any future reinvestment or substitution of Government Securities as may be directed by the Authority as set forth in Section 8 hereof, the Trustee/Escrow Agent hereby represents that, as of the date hereof, it does not need any further certificate or direction from any other party in order to carry out the terms of this Escrow Agreement.

(g) The Trustee/Escrow Agent may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified as set forth in Section 13 hereof, in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Trustee/Escrow Agent signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(h) The Trustee/Escrow Agent undertakes to perform only such duties as are expressly and specifically set forth in this Escrow Agreement and no implied duties or obligations shall be read into this Escrow Agreement against the Trustee/Escrow Agent.

(i) The Trustee/Escrow Agent shall not have any liability hereunder except to the extent of its own gross negligence or willful misconduct. In no event shall the Trustee/Escrow Agent be liable for any special, indirect or consequential damages.

(j) The Trustee/Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

(k) The Trustee/Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("***Instructions***") given pursuant to this Escrow Agreement and delivered using Electronic Means ("***Electronic Means***" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee/Escrow Agent, or another method or system specified by the Trustee/Escrow Agent as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee/Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("***Authorized Officers***") and containing specimen signatures of such

Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee/Escrow Agent Instructions using Electronic Means and the Trustee/Escrow Agent in its discretion elects to act upon such Instructions, the Trustee/Escrow Agent's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee/Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Trustee/Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee/Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee/Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee/Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee/Escrow Agent, including without limitation the risk of the Trustee/Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee/Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee/Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(l) The Trustee/Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(m) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee/Escrow Agent will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee/Escrow Agent hereunder.

Section 10. Successor Trustee/Escrow Agent. Any corporation into which the Trustee/Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Trustee/Escrow Agent shall be a party or any corporation succeeding to the corporate

trust business of the Trustee/Escrow Agent, shall be the successor Trustee/Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 11. Termination. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Trustee/Escrow Agent under the provisions hereof shall have been made. Any deficiency in the amounts required to be paid hereunder shall be paid by the Authority. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Series 2010A Escrow Fund at the time of such termination to the Authority for deposit to the Interest Account of the Series 2020B Debt Service Fund and the Interest Account of the Series 2020C Debt Service Fund, as required pursuant to Section 6 hereof. The Authority hereby directs the Trustee/Escrow Agent to, and the Trustee/Escrow Agent shall, distribute any moneys remaining in the Series 2010B Escrow Fund at the time of such termination to the Authority for deposit to the Interest Account of the Series 2020A Debt Service Fund, as required pursuant to Section 6 hereof.

Section 12. Tax-Exempt Nature of Interest on the Refunded Series 2010A/B Bonds. The Authority covenants and agrees for the benefit of the holders of the Refunded Series 2010A/B Bonds that it will not direct or permit any thing or act to be done in such manner as would cause interest on the Refunded Series 2010A/B Bonds to be included in the gross income of the recipients thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, nor will it use any of the proceeds received from the sale of the Subordinate Series 2020 Bonds, directly or indirectly, in any manner which would result in the Subordinate Series 2020 Bonds being classified as "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended.

Section 13. Compensation and Indemnity of Trustee/Escrow Agent. For acting under this Escrow Agreement, the Trustee/Escrow Agent shall be entitled to payment of fees pursuant to the schedule of fees provided to the Authority for its services, including, without limitation, reasonable compensation for all services rendered in the execution, exercise and performance of any of the duties of the Trustee/Escrow Agent to be exercised or performed pursuant to the provisions of this Escrow Agreement, and all reasonable expenses, disbursements and advances incurred in accordance with any provisions of this Escrow Agreement (including the reasonable compensation and expenses and disbursements of independent counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder and out-of-pocket expenses including, but not limited to, postage, insurance, wires, stationery, costs of printing forms and letters and publication of notices of redemption); however, such amount shall never be payable from or become a lien upon the Escrow Funds, which funds shall be held solely for the purposes and subject to the liens set forth in Sections 5 and 6, respectively, hereof. To the extent permitted by law, the Authority agrees to indemnify and hold the Trustee/Escrow Agent and its officers, agents, employees and directors harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all costs, expenses (including reasonable attorneys' fees and expenses of counsel), losses and damages suffered by it as a result thereof, including the costs and expenses of defending against any such claims, suits or actions, where and to the extent such claim, suit or action arises out of the performance by the Trustee/Escrow Agent of its duties under this Escrow Agreement; provided, however, that such indemnification shall not extend to claims, suits and

actions brought against the Trustee/Escrow Agent which result in a judgment being entered, settlement being reached or other disposition made due to the Trustee/Escrow Agent's gross negligence or willful misconduct. The indemnification provided for in this Escrow Agreement shall never be payable from or become a lien upon the Escrow Funds, which funds shall be held solely for the purpose and subject to the liens set forth in Sections 5 and 6, respectively, hereof. The obligations of the Authority under this Section shall remain in effect and continue notwithstanding the termination of this Escrow Agreement or the resignation or removal of the Trustee/Escrow Agent.

Section 14. Third-Party Beneficiaries and Amendments. The owners of the Refunded Series 2010A Bonds and the Refunded Series 2010B Bonds are hereby recognized as third-party beneficiaries of this Escrow Agreement to the extent of their interests in the Series 2010A Escrow Fund and the Series 2010B Escrow Fund, respectively, as set forth in Sections 5 and 6 hereof.

Section 15. Replacement and Resignation of Trustee/Escrow Agent. The Authority may remove the Trustee/Escrow Agent and/or the Trustee/Escrow Agent may resign pursuant to the provisions of Section 9.09 of the Master Subordinate Indenture and the applicable provisions of the Second Supplemental Subordinate Indenture.

Section 16. Severability. If any one or more of the provisions of this Escrow Agreement should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 17. Successors and Assigns. All of the covenants and agreements in this Escrow Agreement contained by or on behalf of the Authority or the Trustee/Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 18. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 19. Headings. Any headings preceding the text of the several Sections hereof, and any table of content appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 20. Amendments. The Authority and the Trustee/Escrow Agent shall not modify this Escrow Agreement without the consent of all of the owners of the Refunded Series 2010C Bonds affected by such modification which have not been paid in full.

Section 21. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By _____
Kimberly J. Becker,
President and CEO

Attest:

By _____
Tony R. Russell,
Director, Board Services/Authority Clerk

Approved as to form:

By _____
Amy Gonzalez
General Counsel

U.S. BANK NATIONAL ASSOCIATION, as Trustee and Escrow Agent

By _____
Authorized Representative

[Signature page to Escrow Agreement]

EXHIBIT A

REFUNDED SERIES 2010A/B BONDS

Refunded Series 2010A Bonds

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010A

Maturity Date (July 1)	Principal to be Paid/Redeemed	Redemption Price	Payment/ Redemption Date	CUSIP Number
2020	$ 9,180,000	N/A	July 1, 2020	79739GBL9
2021	9,640,000	100%	July 1, 2020	79739GBM7
2022	10,125,000	100	July 1, 2020	79739GBN5
2023	10,625,000	100	July 1, 2020	79739GBP0
2024	11,160,000	100	July 1, 2020	79739GBQ8
2025	11,720,000	100	July 1, 2020	79739GBR6
2026	12,305,000	100	July 1, 2020	79739GBS4
2027	12,915,000	100	July 1, 2020	79739GBT2
2028	13,565,000	100	July 1, 2020	79739GBU9
2029	14,245,000	100	July 1, 2020	79739GBV7
2030	14,955,000	100	July 1, 2020	79739GBW5
2034	61,300,000	100	July 1, 2020	79739GBX3
2040	76,835,000	100	July 1, 2020	79739GBY1

Refunded Series 2010B Bonds

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010B

Maturity Date (July 1)	Principal to be Paid/Redeemed	Redemption Price	Payment/ Redemption Date	CUSIP Number
2020	$1,685,000	N/A	July 1, 2020	79739GCJ3
2021	1,775,000	100%	July 1, 2020	79739GCK0
2022	1,785,000	100	July 1, 2020	79739GCX2
2022	50,000	100	July 1, 2020	79739GCL8
2023	1,775,000	100	July 1, 2020	79739GCY0
2023	150,000	100	July 1, 2020	79739GCM6
2024	2,020,000	100	July 1, 2020	79739GCN4
2025	2,120,000	100	July 1, 2020	79739GCP9
2026	2,225,000	100	July 1, 2020	79739GCQ7
2027	2,315,000	100	July 1, 2020	79739GCR5
2028	2,435,000	100	July 1, 2020	79739GCS3
2029	2,055,000	100	July 1, 2020	79739GDA1
2029	500,000	100	July 1, 2020	79739GCT1
2030	2,675,000	100	July 1, 2020	79739GCU8
2032	1,390,000	100	July 1, 2020	79739GCW4
2040	750,000	100	July 1, 2020	79739GCV6
2040	7,100,000	100	July 1, 2020	79739GCZ7

EXHIBIT B

FORM OF NOTICE OF REDEMPTION

NOTICE OF REDEMPTION

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010A
Series 2010B

Redemption Date: July 1, 2020

NOTICE IS HEREBY GIVEN that, pursuant to the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "Second Supplemental Subordinate Indenture"), by and between the Authority and the Trustee, the Authority's Subordinate Airport Revenue Bonds, Series 2010A, as described below (the "Series 2010A Bonds") and Subordinate Airport Revenue Bonds, Series 2010B, as described below (the "Series 2010B Bonds," and together with the Series 2010A Bonds, the "Series 2010A/B Bonds"), shall be redeemed on July 1, 2020 (the "Redemption Date") at the redemption price of 100% of the principal amount thereof (the "Redemption Price"), plus accrued interest thereon.

The Series 2010A Bonds selected for full redemption are as follows:

Maturity Date July 1	Principal Redeemed	Interest Rate	CUSIP Number*	Date of Original Issuance
2021	$ 9,640,000	5.000%	79739GBM7	October 5, 2010
2022	10,125,000	5.000	79739GBN5	October 5, 2010
2023	10,625,000	5.000	79739GBP0	October 5, 2010
2024	11,160,000	5.000	79739GBQ8	October 5, 2010
2025	11,720,000	5.000	79739GBR6	October 5, 2010
2026	12,305,000	5.000	79739GBS4	October 5, 2010
2027	12,915,000	5.000	79739GBT2	October 5, 2010
2028	13,565,000	5.000	79739GBU9	October 5, 2010
2029	14,245,000	5.000	79739GBV7	October 5, 2010
2030	14,955,000	5.000	79739GBW5	October 5, 2010
2034	61,300,000	5.000	79739GBZ3	October 5, 2010
2040	76,835,000	5.000	79739GBY1	October 5, 2010

*Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP Numbers, nor is representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the Bondholders.

The Series 2010B Bonds selected for full redemption are as follows:

Maturity Date July 1	Principal Redeemed	Interest Rate	CUSIP Number*	Date of Original Issuance
2021	$1,775,000	3.500%	79739GCK0	October 5, 2010
2022	1,785,000	5.000	79739GCX2	October 5, 2010
2022	50,000	3.625	79739GCL8	October 5, 2010
2023	1,775,000	5.000	79739GCY0	October 5, 2010
2023	150,000	3.750	79739GCM6	October 5, 2010
2024	2,020,000	5.000	79739GCN4	October 5, 2010
2025	2,120,000	5.000	79739GCP9	October 5, 2010
2026	2,225,000	4.000	79739GCQ7	October 5, 2010
2027	2,315,000	5.000	79739GCR5	October 5, 2010
2028	2,435,000	5.000	79739GCS3	October 5, 2010
2029	2,055,000	5.000	79739GDA1	October 5, 2010
2029	500,000	4.250	79739GCT1	October 5, 2010
2030	2,675,000	5.000	79739GCU8	October 5, 2010
2032	1,390,000	4.500	79739GCW4	October 5, 2010
2040	750,000	4.750	79739GCV6	October 5, 2010
2040	7,100,000	5.000	79739GCZ7	October 5, 2010

*Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP Numbers, nor is representation made as to their correctness indicated in this Notice of Redemption. They are included solely for the convenience of the Bondholders.

Payment of the Redemption Price, and the accrued interest thereon, will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner:

If by Mail, Hand or Overnight Mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Ave. E
St. Paul, Minnesota 55107

Bondholders presenting their Series 2010A/B Bonds in person for same day payment must surrender their Series 2010A/B Bond(s) by 1:00 p.m. on the Redemption Date and a check will be available for pick up after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Series 2010A/B Bond, you are not required to endorse the Series 2010A/B Bond to collect the Redemption Price.

Interest on the Series 2010A/B Bonds shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), the Trustee may be obligated to withhold 28% of the Redemption Price from any Bondholder who has failed to furnish the Trustee with a valid taxpayer identification number and a certification that such Bondholder is not subject to backup withholding under the Act. Bondholders who wish to avoid the application of these provisions should submit a completed Form W-9 when presenting their Series 2010A/B Bonds.

By: U.S. BANK NATIONAL ASSOCIATION, as Trustee

Dated: _____, 2020

EXHIBIT C

FORM OF NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE

RELATING TO:

San Diego County Regional Airport Authority
Subordinate Airport Revenue Bonds
Series 2010A
Series 2010B

Notice is hereby given to the holders of the below listed San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A (the "Series 2010A Bonds"), and San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B (the "Series 2010B Bonds," and together with the Series 2010A Bonds, the "Series 2010A/B Bonds") that (i) there has been deposited with U.S. Bank National Association, as Trustee and Escrow Agent, moneys and investment securities as permitted by the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended (the "Master Subordinate Indenture"), by and between the San Diego County Regional Airport Authority (the "Authority") and U.S. Bank National Association, as successor trustee (the "Trustee"), and the Second Supplemental Subordinate Trust Indenture, dated as of October 1, 2010 (the "Second Supplemental Subordinate Indenture," and together with the Master Subordinate Indenture, the "Subordinate Indenture"), by and between the Authority and the Trustee, the principal of and interest on which when due will provide moneys which, together with such other moneys deposited with the Trustee/Escrow Agent, will be sufficient (as evidenced by a verification report prepared by an independent certified public accountant and delivered to the Authority and the Trustee) and available on (i) on July 1, 2020 to redeem the Series 2010A/B Bonds at a redemption price of par and to pay the interest then due on such Series 2010A/B Bonds, and (ii) the Series 2010A/B Bonds are deemed paid for purposes of the Subordinate Indenture.

The Series 2010A Bonds consist of the following:

CUSIP Number*	Maturity Date (July 1)	Principal Amount	Interest Rate
79739GBL9	2020	$ 9,180,000	5.000%
79739GBM7	2021	9,640,000	5.000
79739GBN5	2022	10,125,000	5.000
79739GBP0	2023	10,625,000	5.000
79739GBQ8	2024	11,160,000	5.000
79739GBR6	2025	11,720,000	5.000
79739GBS4	2026	12,305,000	5.000
79739GBT2	2027	12,915,000	5.000
79739GBU9	2028	13,565,000	5.000
79739GBV7	2029	14,245,000	5.000
79739GBW5	2030	14,955,000	5.000
79739GBZ3	2034	61,300,000	5.000
79739GBY1	2040	76,835,000	5.000

* Neither the Authority nor the Trustee/Escrow Agent shall be responsible for the selection or use of the CUSIP Numbers, nor is any representation made as to their correctness indicated in this Notice of Defeasance. They are included solely for the convenience of the Bondholders.

The Series 2010B Bonds consist of the following:

CUSIP Number*	Maturity Date (July 1)	Principal Amount	Interest Rate
79769GCJ3	2020	$1,685,000	5.000
79739GCK0	2021	1,775,000	3.500%
79739GCX2	2022	1,785,000	5.000
79739GCL8	2022	50,000	3.625
79739GCY0	2023	1,775,000	5.000
79739GCM6	2023	150,000	3.750
79739GCN4	2024	2,020,000	5.000
79739GCP9	2025	2,120,000	5.000
79739GCQ7	2026	2,225,000	4.000
79739GCR5	2027	2,315,000	5.000
79739GCS3	2028	2,435,000	5.000
79739GDA1	2029	2,055,000	5.000
79739GCT1	2029	500,000	4.250
79739GCU8	2030	2,675,000	5.000
79739GCW4	2032	1,390,000	4.500
79739GCV6	2040	750,000	4.750
79739GCZ7	2040	7,100,000	5.000

* Neither the Authority nor the Trustee/Escrow Agent shall be responsible for the selection or use of the CUSIP Numbers, nor is any representation made as to their correctness indicated in this Notice of Defeasance. They are included solely for the convenience of the Bondholders.

On or prior to June 1, 2020, in accordance with the terms of the Subordinate Indenture, the Trustee will mail a redemption notice with respect to the Series 2010A/B Bonds to the Bondholders thereof.

Dated this [___] day of [_____], 2019

San Diego County Regional Airport Authority

U.S. Bank National Association, as Trustee

SCHEDULE I-1

INITIAL GOVERNMENT SECURITIES (SERIES 2010A ESCROW FUND)

Maturity Date	Type	Coupon	Price	Par Amount	Total Cost

Uninvested cash: $[_____]

SCHEDULE I-2

INITIAL GOVERNMENT SECURITIES (SERIES 2010B ESCROW FUND)

Maturity Date	Type	Coupon	Price	Par Amount	Total Cost

Uninvested cash: $[_____]

SCHEDULE II-1

PAYMENT REQUIREMENTS FOR REFUNDED SERIES 2010A BONDS

Redemption Date	Principal	Interest	Total
July 1, 2020	$268,570,000.00	$6,714,250.00	$275,284,250.00

SCHEDULE II-2

PAYMENT REQUIREMENTS FOR REFUNDED SERIES 2010B BONDS

Redemption Date	Principal	Interest	Total
July 1, 2020	$32,805,000.00	$788,118.75	$33,593,118.75

RESOLUTION NO. 2019-_____

RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED $950 MILLION IN AGGREGATE PRINCIPAL AMOUNT OF ONE OR MORE SERIES OF SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY SUBORDINATE AIRPORT REVENUE AND REVENUE REFUNDING BONDS; APPROVING THE FORMS OF SUPPLEMENTAL SUBORDINATE TRUST INDENTURES, PRELIMINARY AND FINAL OFFICIAL STATEMENTS, A PURCHASE CONTRACT, A FORWARD DELIVERY PURCHASE CONTRACT, ESCROW AGREEMENTS, CONTINUING DISCLOSURE CERTIFICATES, AND CERTAIN RELATED MATTERS

WHEREAS, the San Diego County Regional Airport Authority ("Authority") is a local government entity of regional government, with jurisdiction extending throughout the County of San Diego ("County"), organized and existing pursuant to the provisions of the Constitution of the State of California ("State") and §170000 *et seq*. of the California Public Utilities Code ("Act"); and

WHEREAS, the Authority has been formed for the purposes of: (a) operating the Airport System (as defined in the hereinafter defined Master Subordinate Indenture), (b) developing an airport land use compatibility plan or plans for the public use and military airports in the entire County, and (c) serving as the region's airport land use commission; and

WHEREAS, the Authority assumed exclusive use, management, operation, regulation, policing and control of the Airport System, as set forth in the Act, and other related facilities upon the transfer of such exclusive use, management, operation, regulation, policing and control from the San Diego Unified Port District in January 2003; and

WHEREAS, the Act provides that the Authority shall have the power to issue bonds, from time to time, payable from revenue of any facility or enterprise operated, acquired, or constructed by the Authority, for any of the purposes authorized under the Act in accordance with the Revenue Bond Law of 1941 Chapter 6 (commencing with §54300) of Part 1 of Division 2 of Title 5 of the California Government Code, excluding Article 3 (commencing with §54380) of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code and the limitations set forth in California Government Code §54402(b), which shall not apply to the issuance and sale of bonds pursuant to the Act; and

WHEREAS, the Act provides that the Airport System or any or all facilities and all additions and improvements that the board of directors of the Authority ("Board") authorizes to be acquired or constructed and any purpose, operation, facility, system, improvement, or undertaking of the Authority from which revenues are derived or otherwise allocable, which revenues are, or may by resolution or ordinance be, required to be separately accounted for from other revenues of the Authority, shall constitute an enterprise within the meaning of California Government Code §54309; and

WHEREAS, the Authority has determined that it is necessary and advisable to issue, from time to time, Subordinate Obligations (as defined in the Master Subordinate Indenture) for the purposes set forth in the Act and the Master Subordinate Trust Indenture, dated as of September 1, 2007, as amended ("Master Subordinate Indenture"), by and between the Authority and U.S. Bank National Association, as successor trustee ("Subordinate Trustee"), and that such Subordinate Obligations be payable from and secured by Subordinate Net Revenues (as defined in the Master Subordinate Indenture); and

WHEREAS, the Authority has determined that it is in its best interests to issue Subordinate Obligations in an aggregate principal amount not to exceed $950 million in one or more separate series in accordance with the Master Subordinate Indenture ("Subordinate Series 2019/20 Bonds"); and

WHEREAS, the Authority has determined that the Subordinate Series 2019/20 Bonds will be issued and delivered on different dates, with the bonds to be delivered in 2019 being referred to herein as "Subordinate Series 2019 Bonds," and with the bonds to be delivered in 2020 being referred to herein as "Subordinate Series 2020 Bonds; and

WHEREAS, the Authority has determined that each series of the Subordinate Series 2019 Bonds shall be designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019" and/or "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds Series 2019," with each series of the Subordinate Series 2019 Bonds being given a separate letter designation as shall be set forth in the hereinafter defined Sixth Supplemental Subordinate Indenture; and

WHEREAS, the Authority has determined that each series of the Subordinate Series 2020 Bonds shall be designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Refunding Bonds Series 2020," with each series of the Subordinate Series 2020 Bonds being given a separate letter designation as shall be set forth in the hereinafter defined Seventh Supplemental Subordinate Indenture; and

WHEREAS, the proceeds from the sale of the Subordinate Series 2019/20 Bonds shall be used to provide funds to (a) finance and refinance certain capital improvements at San Diego International Airport ("Airport"), (b) refund all or a portion of the outstanding San Diego County Regional Airport Authority Subordinate Airport Revenue Drawdown Bonds ("Subordinate Drawdown Bonds"), (c) provided the savings threshold set forth in the Policies of the Authority (the "Authority Policies") is met, refund all or a portion of the

(i) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010A ("Subordinate Series 2010A Bonds"), (ii) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010B ("Subordinate Series 2010B Bonds"), and (iii) San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2010C ("Subordinate Series 2010C Bonds"), (d) fund one or more reserve funds for the Subordinate Series 2019/20 Bonds, (e) pay a portion of the interest accruing on the Subordinate Series 2019 Bonds, and (f) pay the costs of issuance of the Subordinate Series 2019/20 Bonds; and

WHEREAS, the Subordinate Series 2019/20 Bonds will be issued pursuant to the Act, certain other provisions of the laws of the State (including California Government Code §53580 *et seq*.), the Master Subordinate Indenture and Supplemental Subordinate Indentures; and

WHEREAS, the Subordinate Series 2019/20 Bonds will be issued so that the interest paid on the Subordinate Series 2019/20 Bonds will be excluded from the gross income of the recipients thereof under the varying provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder or related thereto (collectively, the "Code"); and

WHEREAS, there have been presented to the Board the following documents:

(a) a form of the Sixth Supplemental Subordinate Trust Indenture ("Sixth Supplemental Subordinate Indenture"), to be entered into by and between the Authority and the Subordinate Trustee, with respect to the Subordinate Series 2019 Bonds;

(b) a form of the Purchase Contract ("Subordinate Series 2019 Purchase Contract"), to be entered into by and between Citigroup Global Markets Inc., on its own behalf and on behalf of RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., LLC (formerly known as Siebert Cisneros Shank & Co., L.L.C.) (collectively, the "Underwriters") and the Authority with respect to the purchase and sale of the Subordinate Series 2019 Bonds;

(c) a form of an Escrow Agreement ("Subordinate Series 2010C Escrow Agreement"), to be entered into by and between the Authority and U.S. Bank National Association, as trustee and escrow agent, with respect to the refunding and defeasance of all or a portion of the Subordinate Series 2010C Bonds (the "Refunded Subordinate Series 2010C Bonds");

(d) a form of the Seventh Supplemental Subordinate Trust Indenture ("Seventh Supplemental Subordinate Indenture"), to be entered into by and between the Authority and the Subordinate Trustee, with respect to the Subordinate Series 2020 Bonds;

(e) a form of the Forward Delivery Purchase Contract ("Subordinate Series 2020 Forward Delivery Purchase Contract"), to be entered into by and between

Citigroup Global Markets Inc., on its own behalf and on behalf of the other Underwriters, and the Authority with respect to the purchase and sale of the Subordinate Series 2020 Bonds;

(f) a form of an Escrow Agreement ("Subordinate Series 2010A/B Escrow Agreement"), to be entered into by and between the Authority and U.S. Bank National Association, as trustee and escrow agent, with respect to the refunding and defeasance of all or a portion of the Subordinate Series 2010A Bonds ("Refunded Subordinate Series 2010A Bonds") and the Subordinate Series 2010B Bonds ("Refunded Subordinate Series 2010B Bonds");

(g) a form of the Preliminary Official Statement (including the Financial Feasibility Report, prepared by Unison Consulting, Inc.), to be contained therein as Appendix A) ("Preliminary Official Statement") relating to the Subordinate Series 2019/20 Bonds;

(h) a form of the Continuing Disclosure Certificate ("Subordinate Series 2019 Continuing Disclosure Certificate") to be entered into by the Authority with respect to the Subordinate Series 2019 Bonds; and

(i) a form of the Continuing Disclosure Certificate ("Subordinate Series 2020 Continuing Disclosure Certificate") to be entered into by the Authority with respect to the Subordinate Series 2020 Bonds; and

WHEREAS, said documents will be modified and amended to reflect the various details applicable to the Subordinate Series 2019/20 Bonds and said documents are subject to completion to reflect the results of the sales of the Subordinate Series 2019/20 Bonds; and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the governing body of a public body obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorizing the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the San Diego County Regional Airport Authority that:

Section 1. Issuance of Subordinate Series 2019/20 Bonds; Terms of Subordinate Series 2019/20 Bonds. For the purposes set forth in the foregoing recitals, including, among other things, the financing and refinancing of certain capital improvements at the Airport, the refunding of all or a portion of the outstanding

Subordinate Drawdown Bonds, and provided the savings threshold set forth in the Authority Policies is met, the refunding of all or a portion of the Subordinate Series 2010A Bonds, the Subordinate Series 2010B Bonds and the Subordinate Series 2010C Bonds, the Board hereby AUTHORIZES the issuance of the Subordinate Series 2019/20 Bonds, in one or more series and on one or more issuance dates, in a total aggregate principal amount not to exceed $950 million, plus the amount of any original issue premium at which the Subordinate Series 2019/20 Bonds may be sold. In addition to the above uses of the proceeds of the Subordinate Series 2019/20 Bonds, the proceeds from the Subordinate Series 2019/20 Bonds, and any other moneys made available in connection with the issuance of the Subordinate Series 2019/20 Bonds, may be used to pay a portion of the interest accruing on the Subordinate Series 2019/20 Bonds, pay the costs of issuance of the Subordinate Series 2019/20 Bonds, fund one or more reserve funds for the Subordinate Series 2019/20 Bonds and/or purchase a reserve fund surety policy or policies, and pay for a municipal bond insurance policy or policies, if it is determined by the Vice President, Chief Financial Officer of the Authority, that bond insurance results in savings to the Authority.

No Subordinate Series 2019/20 Bonds shall bear interest at a rate in excess of 5.50% *per annum*. The Subordinate Series 2019/20 Bonds shall bear interest at such rates with respect to the various maturities such that the all-in true interest cost for the Subordinate Series 2019/20 Bonds does not exceed 5.00% *per annum*. The all-in true interest cost for the Subordinate Series 2019/20 Bonds shall be that rate which, when used in computing the present worth of all payments of principal and interest to be paid on the Subordinate Series 2019/20 Bonds (compounded on the first interest payment date, and semiannually thereafter), produces an amount equal to the purchase price of the Subordinate Series 2019/20 Bonds taking into account any original issue premium/discount, accrued interest, underwriters' fees and any and all costs of issuance of the Subordinate Series 2019/20 Bonds.

The Subordinate Series 2019 Bonds shall be issued in fully registered form and may be issued as Book-Entry Bonds as provided for in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. Payment of principal and premium, if any, of, and interest on the Subordinate Series 2019 Bonds shall be made at the place or places and in the manner provided in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. The Subordinate Series 2019 Bonds shall be issued as current interest bonds and shall be available in denominations of $5,000 and integral multiples thereof. The Subordinate Series 2019 Bonds shall, when issued, be in the aggregate principal amounts and shall be dated as shall be provided in the Master Subordinate Indenture and the final form of the Sixth Supplemental Subordinate Indenture. The Subordinate Series 2019 Bonds may be issued as serial bonds or as term bonds or as both serial bonds and term bonds, all as set forth in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture. Interest on the Series 2019 Bonds shall be paid on the dates set forth in the Sixth Supplemental Subordinate Indenture. No Subordinate Series 2019 Bond shall have a term greater than 35 years from its date of issuance. The Subordinate Series 2019 Bonds shall be subject to redemption at the option of the Authority on such terms and conditions as shall be set forth in the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture

and the Subordinate Series 2019 Purchase Contract. The Subordinate Series 2019 Bonds which are term bonds shall also be subject to mandatory sinking fund redemption as shall be set forth in the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture and the Subordinate Series 2019 Purchase Contract.

The Subordinate Series 2020 Bonds shall be issued in fully registered form and may be issued as Book-Entry Bonds as provided for in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. Payment of principal and premium, if any, of, and interest on the Subordinate Series 2020 Bonds shall be made at the place or places and in the manner provided in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. The Subordinate Series 2020 Bonds shall be issued as current interest bonds and shall be available in denominations of $5,000 and integral multiples thereof. The Subordinate Series 2020 Bonds shall, when issued, be in the aggregate principal amounts and shall be dated as shall be provided in the Master Subordinate Indenture and the final form of the Seventh Supplemental Subordinate Indenture. The Subordinate Series 2020 Bonds may be issued as serial bonds or as term bonds or as both serial bonds and term bonds, all as set forth in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture. Interest on the Series 2020 Bonds shall be paid on the dates set forth in the Seventh Supplemental Subordinate Indenture. No Subordinate Series 2020 Bond shall have a term greater than 25 years from its date of issuance. The Subordinate Series 2020 Bonds shall be subject to redemption at the option of the Authority on such terms and conditions as shall be set forth in the Master Subordinate Indenture, the Seventh Supplemental Subordinate Indenture and the Subordinate Series 2020 Forward Delivery Purchase Contract. The Subordinate Series 2020 Bonds which are term bonds shall also be subject to mandatory sinking fund redemption as shall be set forth in the Master Subordinate Indenture, the Seventh Supplemental Subordinate Indenture and the Subordinate Series 2020 Forward Delivery Purchase Contract.

Proceeds of the Subordinate Series 2019/20 Bonds shall be only used to refund and defease the Subordinate Series 2010A Bonds, the Subordinate Series 2010B Bonds and/or the Subordinate Series 2010C Bonds if the savings generated from such current refunding and defeasance complies with the provisions with respect to refunding opportunities set forth in the Authority Policies.

Section 2. Pledge to Secure the Subordinate Series 2019/20 Bonds. The pledge to secure (a) the Subordinate Series 2019 Bonds as set forth in the Master Subordinate Indenture and the Sixth Supplemental Subordinate Indenture, and (b) the Subordinate Series 2020 Bonds as set forth in the Master Subordinate Indenture and the Seventh Supplemental Subordinate Indenture is hereby APPROVED.

Section 3. Special Obligations. The Subordinate Series 2019/20 Bonds shall be special obligations of the Authority, secured by, and payable from, Subordinate Net Revenues and from the funds and accounts held by the Subordinate Trustee and the Authority under the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture and the Seventh Supplemental Subordinate Indenture, as applicable, and as and to the extent therein described. The Subordinate Series 2019/20 Bonds shall also

be secured by and be paid from such other sources as the Authority may hereafter provide.

Section 4. Forms of Subordinate Series 2019/20 Bonds. The Subordinate Series 2019 Bonds and the Subordinate Trustee's Certificate of Authentication to appear thereon shall be in substantially the form set forth in Exhibit A to the Sixth Supplemental Subordinate Indenture with necessary or appropriate variations, omissions and insertions as permitted or required by the Master Subordinate Indenture or the Sixth Supplemental Subordinate Indenture or as appropriate to adequately reflect the terms of the Subordinate Series 2019 Bonds and the obligation represented thereby.

The Subordinate Series 2020 Bonds and the Subordinate Trustee's Certificate of Authentication to appear thereon shall be in substantially the form set forth in Exhibit A to the Seventh Supplemental Subordinate Indenture with necessary or appropriate variations, omissions and insertions as permitted or required by the Master Subordinate Indenture or the Seventh Supplemental Subordinate Indenture or as appropriate to adequately reflect the terms of the Subordinate Series 2020 Bonds and the obligation represented thereby.

Section 5. Execution of the Subordinate Series 2019/20 Bonds. Each of the Subordinate Series 2019/20 Bonds shall be executed by the President/CEO of the Authority, the Vice President, Chief Financial Officer of the Authority, or any other representative of the Authority designated by the President/CEO of the Authority or the Vice President, Chief Financial Officer of the Authority, and attested by the Clerk of the Authority. Any such signatures may be by manual or facsimile signature and the seal of the Authority may be impressed or printed on the Subordinate Series 2019/20 Bonds. Additionally, each of the Subordinate Series 2019/20 Bonds shall be authenticated by the signature of the Subordinate Trustee or an agent of the Subordinate Trustee as required and permitted by the Master Subordinate Indenture. Any facsimile signature of the President/CEO of the Authority, the Vice President, Chief Financial Officer of the Authority, or the Clerk of the Authority shall be of the same force and effect as if such signature were manually placed on such Subordinate Series 2019/20 Bonds.

Section 6. Approval of Documents; Authorization for Execution. The form, terms and provisions of the Sixth Supplemental Subordinate Indenture, the Subordinate Series 2010C Escrow Agreement, Seventh Supplemental Subordinate Indenture, the Subordinate Series 2010A/B Escrow Agreement, the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate (collectively, the "Documents") are in all respects APPROVED and the President/CEO of the Authority and the Vice President, Chief Financial Officer of the Authority, any one or more thereof (each a "Designated Officer"), are hereby authorized, empowered and directed to execute, acknowledge and deliver each of the Documents including counterparts thereof, in the name and on behalf of the Authority. The Documents, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein (including any changes required by a municipal bond insurer or insurers in order to obtain a municipal bond insurance policy or policies with respect to the Subordinate Series 2019/20 Bonds or a

reserve fund surety policy or policies) as shall be approved by the officer or officers of the Authority executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the forms of the Documents now before this meeting; and from and after the execution and delivery of the Documents, the officers, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Documents.

Section 7. Sale of the Subordinate Series 2019/20 Bonds. The sale of the Subordinate Series 2019/20 Bonds is hereby APPROVED through a negotiated sale to the Underwriters. Each Designated Officer, any one of them, is hereby authorized to approve the final terms of the sale of the Subordinate Series 2019/20 Bonds subject to the terms, conditions and restrictions set forth in this Resolution. The Subordinate Series 2019/20 Bonds shall be sold with an underwriters' discount as set forth in the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract, not to exceed 0.40% of the aggregate principal amount of the Subordinate Series 2019/20 Bonds, and subject to the terms and conditions set forth in the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract. The form, terms and provisions of the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract now before this meeting are in all respects hereby APPROVED and each Designated Officer, or any one of them, is hereby authorized and empowered, either alone or in combination, to execute and deliver the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract, including counterparts thereof, in the name and on behalf of the Authority. The Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract, as executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, or with such changes therein as shall be approved by the officer(s) executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the forms of the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract now before this meeting; and from and after the execution and delivery of the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract, the officers, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract.

Section 8. Preliminary Official Statement. The form of the Preliminary Official Statement (including the Financial Feasibility Report, prepared by Unison Consulting, Inc., to be contained therein as Appendix A) now before this meeting is in all respects hereby APPROVED to be used in connection with the sale of the Subordinate Series 2019/20 Bonds to the public. The Preliminary Official Statement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by a Designated Officer. The Preliminary Official Statement shall be circulated (via printed format and/or electronic means) for use in selling the Subordinate

Series 2019/20 Bonds at such time or times as a Designated Officer (after consultation with the Authority's municipal advisor, bond counsel and disclosure counsel and such other advisors the Authority believes to be useful) shall determine that the Preliminary Official Statement is final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of certain information described in (b)(1) of Rule 15c2-12, and any such action previously taken is hereby confirmed, ratified and approved. The Underwriters are hereby AUTHORIZED to distribute (via printed format and/or electronic means) the Preliminary Official Statement, in connection with the sale of the Subordinate Series 2019/20 Bonds to the public. In connection with the distribution of the Preliminary Official Statement, the Underwriters are hereby further AUTHORIZED to distribute (via printed format and/or through electronic means) copies of the Authority's most recent annual audited financial statements and such other financial statements of the Authority as a Designated Officer, any one or more thereof, shall approve.

Section 9. Official Statements. Prior to the final delivery of the Subordinate Series 2019 Bonds and upon the execution and delivery of the Subordinate Series 2020 Forward Delivery Purchase Contract, the Authority shall provide for the preparation, publication, execution and delivery of one or more final Official Statements (including the Financial Feasibility Report, prepared by Unison Consulting, Inc., to be contained therein as Appendix A) relating to the Subordinate Series 2019/20 Bonds in substantially the form of the draft Preliminary Official Statement presented to this meeting. Each Designated Officer, or any one of them, are hereby authorized and directed to execute and deliver the final Official Statement in the name of and on behalf of the Authority, and to make any changes or revisions necessary to the Preliminary Official Statement in order for the final Official Statement to meet the requirements of the Authority under the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract. The execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the form of the Preliminary Official Statement now before this meeting.

As required by the Subordinate Series 2020 Forward Delivery Purchase Contract, prior to the final delivery of the Subordinate Series 2020 Bonds, the Authority shall provide for the preparation, publication, execution and delivery of one or more supplements to the final Official Statement or one or more revised final Official Statements reflecting updated and revised information as shall be acceptable to the Underwriters, and as each Designated Officer, or any one of them, approves. Each Designated Officer, or any one of them, are hereby authorized and directed to execute and deliver any supplement to the final Official Statement or revised final Official Statement in the name of and on behalf of the Authority, and to make any changes or revisions necessary to the final Official Statement in order for such supplement to the final Official Statement or revised final Official Statement to meet the requirements of the Authority under the Subordinate Series 2020 Forward Delivery Purchase Contract. The execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the form of the final Official Statement.

The final Official Statement (including any supplement to the final Official Statement or revised final Official Statement) shall be circulated (via printed format and/or electronic means) for use in selling the Subordinate Series 2019/20 Bonds at such time or times as a Designated Officer, or any one or more thereof (after consultation with the Authority's municipal advisor, bond counsel and disclosure counsel and such other advisors the Authority believes to be useful) shall determine that the final Official Statement (including any supplement to the final Official Statement or revised final Official Statement) is a "final official statement" within the meaning of Rule 15c2-12. The Underwriters are hereby authorized to distribute (via printed format and/or electronic means) the final Official Statement (including any supplement to the final Official Statement or revised final Official Statement), in connection with the sale of the Subordinate Series 2019/20 Bonds to the public. In connection with the distribution of the final Official Statement (including any supplement to the final Official Statement or revised final Official Statement), the Underwriters are hereby further authorized to distribute (via printed format and/or through electronic means) copies of the Authority's most recent annual audited financial statements and such other financial statements of the Authority as a Designated Officer, any one or more thereof, shall approve.

Section 10. Selection of Underwriters. The Board hereby SELECTS Citigroup Global Markets Inc., RBC Capital Markets, LLC, Backstrom McCarley Berry & Co., LLC, Jefferies LLC, Morgan Stanley & Co. LLC, and Siebert Williams Shank & Co., LLC (formerly known as Siebert Cisneros Shank & Co., L.L.C.), as the underwriters for the negotiated sale of the Subordinate Series 2019/20 Bonds.

The Authority has been informed that Citigroup Global Markets Inc., one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts. The Board hereby AUTHORIZES Citigroup Global Markets Inc. to distribute Subordinate Series 2019/20 Bonds to retail investors through Fidelity.

The Authority has been informed that Backstrom McCarley Berry & Co., LLC ("BMcB"), one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into separate non-exclusive distribution agreements with 280 Securities LLC and Wedbush Securities Inc. (the "Firms") to augment both its institutional and retail marketing capabilities for the distribution of certain new issue municipal securities underwritten by or allocated to BMcB, which includes the Subordinate Series 2019/20 Bonds. Pursuant to these distribution agreements, the Firms may purchase Subordinate Series 2019/20 Bonds from BMcB at the original issue price less a negotiated portion of the selling concession applicable to any Subordinate Series 2019/20 Bonds that such firm sells, or BMcB may share with the Firms a portion of the fees or commission paid to BMcB applicable to their disclosed transactions. The Board hereby AUTHORIZES BMcB to distribute Subordinate Series 2019/20 Bonds to investors through the Firms.

The Authority has been informed that Jefferies LLC ("Jefferies"), one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into an agreement (the "Jefferies Agreement") with E*TRADE Securities LLC ("E*TRADE") for the retail distribution of municipal securities. Pursuant to the Jefferies Agreement, Jefferies will sell Subordinate Series 2019/20 Bonds to E*TRADE and will share a portion of its selling concession compensation with E*TRADE. The Board hereby AUTHORIZES Jefferies to distribute Subordinate Series 2019/20 Bonds to retail investors through E*TRADE.

The Authority has been informed that Morgan Stanley & Co. LLC ("Morgan Stanley"), one of the Underwriters of the Subordinate Series 2019/20 Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Subordinate Series 2019/20 Bonds. The Board hereby AUTHORIZES Morgan Stanley to distribute Subordinate Series 2019/20 Bonds to retail investors through Morgan Stanley Smith Barney LLC.

Additionally, the Board hereby AUTHORIZES any of the Underwriters to distribute Subordinate Series 2019/20 Bonds to retail investors through such other broker-dealer(s) with whom such Underwriter may enter into a distribution agreement, provided the Vice President, Chief Financial Officer of the Authority approves such distribution.

Section 11. Trustees, Paying Agents and Registrars. The Board hereby APPOINTS U.S. Bank National Association, as Subordinate Trustee, and as paying agent for the Subordinate Series 2019/20 Bonds and appoints U.S. Bank National Association, as registrar for the Subordinate Series 2019/20 Bonds. Such appointments shall be effective upon the issuance of the Subordinate Series 2019/20 Bonds and shall remain in effect until the Authority shall, by supplemental indenture or by resolution, name a substitute or successor thereto.

Section 12. Escrow Agent (Refunded Subordinate Series 2010A Bonds, Refunded Subordinate Series 2010B Bonds and Refunded Subordinate Series 2010C Bonds). The Board hereby APPOINTS U.S. Bank National Association, as escrow agent (the "Escrow Agent") with respect to the Refunded Subordinate Series 2010A Bonds, the Refunded Subordinate Series 2010B Bonds and the Refunded Subordinate Series 2010C Bonds. Such appointment shall be effective upon the issuance of the Subordinate Series 2019 Bonds and the Subordinate Series 2020 Bonds, as applicable, and shall remain in effect until the Authority shall, pursuant to the Subordinate Series 2010C Escrow Agreement and/or the Subordinate Series 2010A/B Escrow Agreement, name a substitute or successor thereto.

Section 13. California Debt and Investment Advisory Commission and Notices. Each Designated Officer, or any one of them, on behalf of the Authority, is further AUTHORIZED and directed to (a) cause written notice to be provided to the California Debt and Investment Advisory Commission ("Commission") of the proposed sale of the Subordinate Series 2019/20 Bonds, said notice to be provided in accordance with

California Government Code §8855, *et seq*., (b) file or cause to be filed the notice of final sale with the Commission, (c) file or cause to be filed the rebates and notices required under §§54AA, 148(f), 149(e) and 6431 of the Code (and any guidance published thereunder), and (d) file or cause to be filed such additional notices and reports as are deemed necessary or desirable by such Designated Officer in connection with the Subordinate Series 2019/20 Bonds, and any prior notices are hereby ratified, confirmed and approved.

Section 14. Authorization for Provision for Reserve Funds. A portion of the proceeds of the Subordinate Series 2019/20 Bonds and such other available moneys of the Authority, may be used to fund one or more reserve funds for the Subordinate Series 2019/20 Bonds, and/or to pay the costs of a reserve fund surety policy or policies as set forth in the Sixth Supplemental Subordinate Indenture and the Seventh Supplemental Subordinate Indenture.

Section 15. Additional Authorization. Each Designated Officer and all officers, agents and employees of the Authority, for and on behalf of the Authority, be and they hereby are AUTHORIZED and directed to do any and all things necessary to effect the issuance, execution and delivery of the Subordinate Series 2019/20 Bonds, the Documents, the Preliminary and final Official Statements, the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract and to carry out the terms thereof. All such actions taken by such Designated Officers and such other officers, agents and employees of the Authority, for and on behalf of the Authority, pursuant to the authority of this Resolution, are hereby approved. Each Designated Officer and all other officers, agents and other employees of the Authority are further authorized and directed, for and on behalf of the Authority, to execute all papers, documents, certificates and other instruments that may be required in order to carry out the authority conferred by this Resolution, the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture, the Subordinate Series 2010C Escrow Agreement, Seventh Supplemental Subordinate Indenture, the Subordinate Series 2010A/B Escrow Agreement, the Subordinate Series 2019 Purchase Contract, the Subordinate Series 2020 Forward Delivery Purchase Contract, the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate or to evidence the same authority and its exercise. The foregoing authorization includes, but is in no way limited to, authorizing Authority staff to pay costs of issuance of the Subordinate Series 2019/20 Bonds and the underwriting discount/fee; authorizing the Vice President, Chief Financial Officer of the Authority to direct the investment of the proceeds of the Subordinate Series 2019/20 Bonds in one or more of the permitted investments provided for under the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture, the Subordinate Series 2010C Escrow Agreement, the Seventh Supplemental Subordinate Indenture and the Subordinate Series 2010A/B Escrow Agreement (including, but not limited to, the execution and delivery of one or more investment agreements related thereto); and authorizing the execution by a Designated Officer, any one of them, of one or more tax compliance certificates as required by the Master Subordinate Indenture, the Sixth Supplemental Subordinate Indenture, the Seventh Supplemental Subordinate Indenture, the Subordinate Series 2019 Purchase Contract and the Subordinate Series 2020 Forward Delivery Purchase Contract for the

purpose of complying with the rebate requirements of the Code, any documents required by The Depository Trust Company in connection with the Book-Entry Bonds (as defined in the Sixth Supplemental Subordinate Indenture and the Seventh Supplemental Subordinate Indenture), any documents required by the provider of a Reserve Fund Insurance Policy (as defined in the Sixth Supplemental Subordinate Indenture and the Seventh Supplemental Subordinate Indenture), if any, required to fund one or more reserve funds for the Subordinate Series 2019/20 Bonds and any documents required to obtain bond insurance for all or a portion of the Subordinate Series 2019/20 Bonds to the extent such bond insurance shall result in cost savings to the Authority.

Section 16. Reporting of Continuing Disclosure Filings. The Vice President, Chief Financial Officer of the Authority, or such other officer or employee of the Authority as designated by the Vice President, Chief Financial Officer of the Authority, shall provide notice to the Board when (a) the Annual Report (as defined in the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate) is filed with the Municipal Securities Rulemaking Board (the "MSRB") as required by the provisions of the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate and (b) any notice of a Listed Event (as defined in the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate) is filed with the MSRB as required by the provisions of the Subordinate Series 2019 Continuing Disclosure Certificate and the Subordinate Series 2020 Continuing Disclosure Certificate.

Section 17. Good Faith Estimates. In accordance with SB 450, good faith estimates of the following are set forth in Exhibit A attached hereto: (a) the true interest cost of the Subordinate Series 2019/20 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Subordinate Series 2019/20 Bonds, (c) the amount of proceeds of the Subordinate Series 2019/20 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Subordinate Series 2019/20 Bonds, and (d) the sum total of all debt service payments on the Subordinate Series 2019/20 Bonds calculated to the final maturity of the Subordinate Series 2019/20 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Subordinate Series 2019/20 Bonds.

Section 18. Severability. The provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

Section 19. Governing Law. This resolution shall be construed and governed in accordance with the laws of the State of California.

Section 20. Repeal of Inconsistent Resolutions. All other resolutions of the Board, or parts of resolutions, inconsistent with this Resolution, are hereby repealed to the extent of such inconsistency.

Section 21. Effective Date of Resolution. This Resolution shall take effect from and after its passage and approval.

Section 22. BE IT FURTHER RESOLVED, that this Board FINDS that this action is not a “project” as defined by the California Environmental Quality Act (“CEQA”) (California Public Resources Code §21065); and is not a “development” as defined by the California Coastal Act (California Public Resources Code §30106).

PASSED, ADOPTED AND APPROVED by the Board of the San Diego County Regional Airport Authority at a regular meeting this 7th day of November, 2019 by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

_____
TONY R. RUSSELL
DIRECTOR, BOARD SERVICES/AUTHORITY CLERK

APPROVED AS TO FORM:

_____
AMY GONZALEZ
GENERAL COUNSEL

EXHIBIT A

GOOD FAITH ESTIMATES

The following information was obtained from Frasca & Associates, LLC (the "Municipal Advisor") with respect to the bonds (the "Subordinate Series 2019/20 Bonds") approved in the attached Resolution, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Subordinate Series 2019/20 Bonds:

Section 1. True Interest Cost of the Subordinate Series 2019/20 Bonds. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the true interest cost of the Subordinate Series 2019/20 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Subordinate Series 2019/20 Bonds, is 3.16%.

Section 2. Finance Charge of the Subordinate Series 2019/20 Bonds. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the finance charge of the Subordinate Series 2019/20 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Subordinate Series 2019/20 Bonds), is $2,693,000, as follows:

(a)	Underwriters' Discount	$1,800,000
(b)	Bond Counsel and Disclosure Counsel and Disbursements	235,000
(c)	Municipal Advisor and Disbursements	225,000
(d)	Feasibility Consultant and Disbursements	71,000
(e)	Rating Agencies	267,000
(f)	Other	95,000
Total		$2,693,000

Section 3. Amount of Proceeds to be Received. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the amount of proceeds expected to be received by the Authority for sale of the Subordinate Series 2019/20 Bonds less the finance charge of the Subordinate Series 2019/20 Bonds described in Section 2 above and any reserves or capitalized interest paid or funded with proceeds of the Subordinate Series 2019/20 Bonds, is $822,327,933.

Section 4. Total Payment Amount. Based on market interest rates prevailing at the time of preparation of this information, a good faith estimate of the total payment amount, which means the sum total of all payments the Authority will make to pay debt service on the Subordinate Series 2019/20 Bonds plus the finance charge of the

Subordinate Series 2019/20 Bonds described in Section 2 above not paid with the proceeds of the Subordinate Series 2019/20 Bonds, calculated to the final maturity of the Subordinate Series 2019/20 Bonds, is $1,238,169,608.

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Subordinate Series 2019/20 Bonds sale, the amount of Subordinate Series 2019/20 Bonds sold, the amortization of the Subordinate Series 2019/20 Bonds sold and market interest rates at the time of each sale. The date of sale and the amount of Subordinate Series 2019/20 Bonds sold will be determined by the Authority based on need to provided funds for the Financing and other factors. The actual interest rates at which the Subordinate Series 2019/20 Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Subordinate Series 2019/20 Bonds will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the Authority's control. The Authority has approved the issuance of the Subordinate Series 2019/20 Bonds with a maximum true interest cost of 5.00%.

ITEM 5

San Diego County Regional Airport Authority

SAN DIEGO INTERNATIONAL AIRPORT

LET'S GO.

Subordinate Airport Revenue and Revenue Refunding Bonds Series 2019A (Non-AMT)

Subordinate Airport Revenue Bonds Series 2019B (AMT)

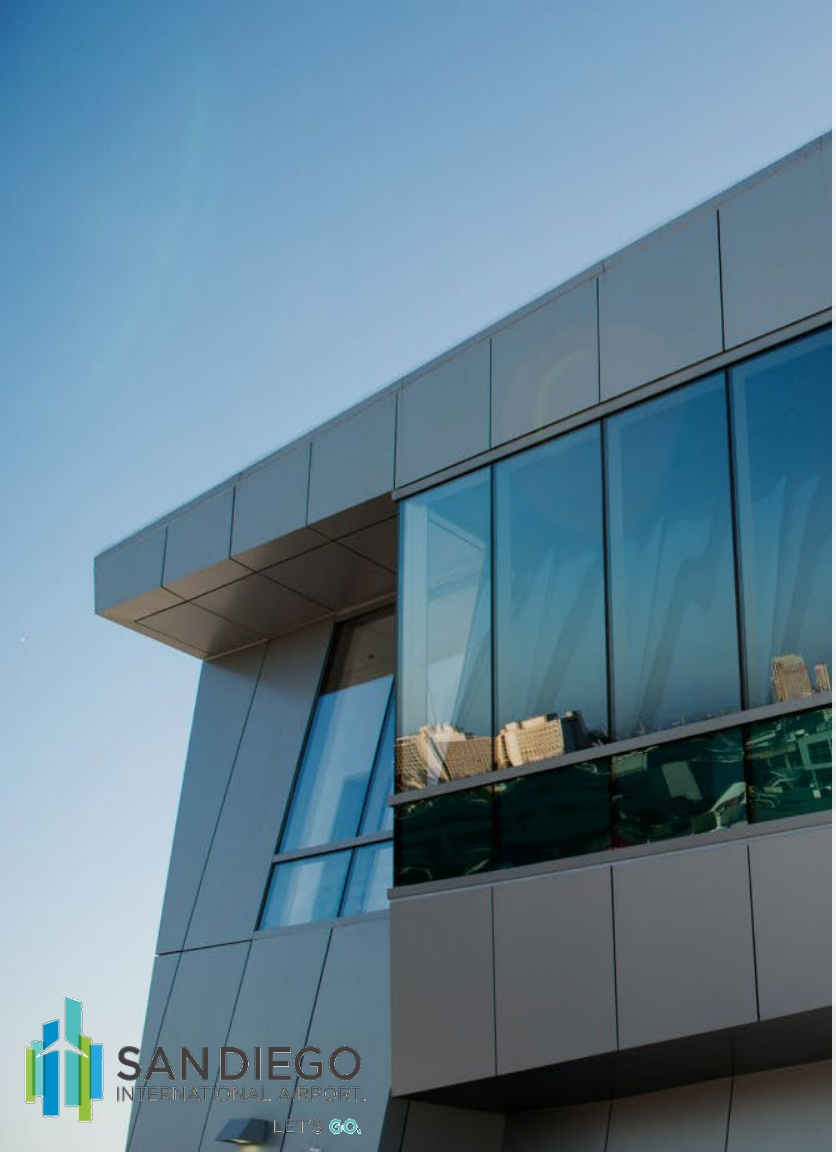
Subordinate Airport Revenue Refunding Bonds Series 2020A (Governmental/Non-AMT)

Subordinate Airport Revenue Refunding Bonds Series 2020B (Private Activity/Non-AMT)

Subordinate Airport Revenue Refunding Bonds Series 2020C (AMT)

Presented by:
John Dillon
Director, Financial and Risk Management

October 28th 2019



Introduction

In November 2019, the Authority plans to price Subordinate Lien General Airport Revenue Bonds (GARBs) to:

- Fund certain Airport projects in the Capital Program,
- Refund GARB Series 2010 bonds,
- Refund a portion of the outstanding subordinate drawdown bonds obligations, and
- Pay cost of issuance and fund required reserves

Staff is seeking Board Approval to issue up to $950 million of Subordinate GARB Bonds

SAN DIEGO INTERNATIONAL AIRPORT. LET'S GO.

2019 New Money Bonds

The 2019 Bonds will fund approximately 40 projects in the Authority's Capital Program including the following major projects:

2019 Bonds Major Project Description	Total ($ M)
Northside Storm Water Management	37.4
Northside Ron Parking Phase I	33.5
FMD Facility	26.0
ADP Programmatic Documents	20.8
Airport Support Facilities (B-D)	20.4
Storm water Infiltration Beds-Southside	19.5
Airline Relocations T1W & T2E	16.9
Replace Baggage Handling System in T2E	15.9
Other	119.6
Total	**$310.0**

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

2010 Bonds Refunding Opportunity

The 2010 bonds were issued with a 10-year par call, which allows **tax exempt** refunding

- Took Advantage of the American Recovery and Reinvestment Act (ARRA) provisions to Sell **taxable** BABs (Series 2010C) as well as **tax exempt** Non-AMT(Series 2010A/B)

- Series 2010A/B bonds refunding date is April 2020 so Authority will utilize forward delivery bonds

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Forward Delivery Bonds

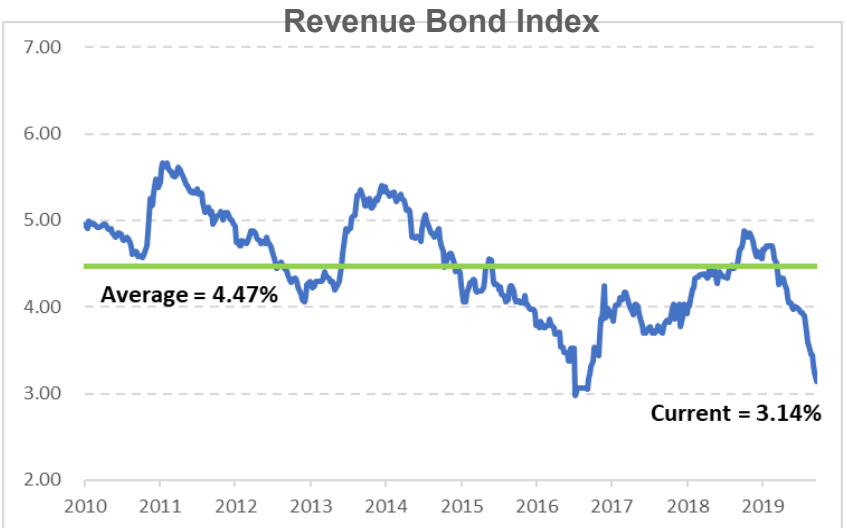
Series 2010 A/B bond refunding ($255 million)

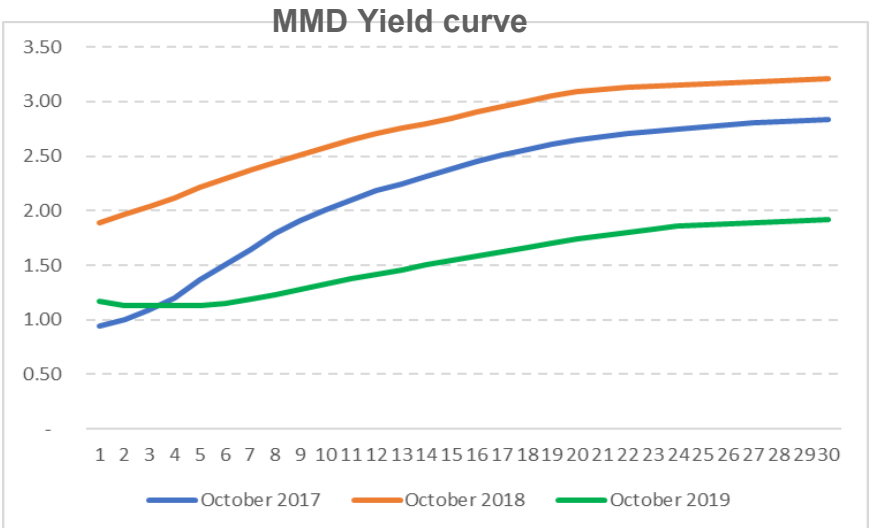
- Forward delivery 2020 Bonds will price in November 2019 and Deliver in April 2020
- Locking-in interest rate in todays favorable rate environment
- Small premium cost for the forward delivery

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

2010 Bonds Refunding Savings

- The low yield environment provides favorable market conditions
- The 30-Year bonds can now be refunded as 20-Year bonds





SAN DIEGO INTERNATIONAL AIRPORT
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Debt Profile**

(as at October 1, 2019)

Outstanding Debt	Lien	Par ($Millions)	Term	Coupons	Tax Status
2010A	Subordinate	268.6	2014-2040	4.00-5.00%	Non-AMT
2010B	Subordinate	32.8	2013-2040	3.00-5.00%	Non-AMT
2010C	Subordinate	215.4	2031-2040	6.628%*	TX BABs
2013A	Senior	97.5	2015-2043	3.00-5.00%	Non-AMT
2013B	Senior	271.3	2015-2043	3.00-5.00%	AMT
2017A	Subordinate	141.5	2017-2047	4.00-5.00%	Non-AMT
2017B	Subordinate	140.3	2017-2047	5.00%	AMT
Revolving Obligations	Subordinate	47.7	2020-2030	Variable***	AMT & Non-AMT
Total		**$1,215.1**			

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

* 4.45% net of the federal BABs subsidy adjusted for Sequestration
** 2014 Special Facility CFC Bonds not listed
*** Currently approximately 2.25% for AMT/Non-AMT

Projected Debt Profile*

Outstanding Debt	Lien	Par ($Millions)	Term	Coupons	Tax Status
2010A/B	Subordinate	10.9	2020	5%	Non-AMT
2013A	Senior	97.5	2015-2043	3.00-5.00%	Non-AMT
2013B	Senior	271.3	2015-2043	3.00-5.00%	AMT
2017A	Subordinate	141.5	2018-2047	3.00-5.00%	Non-AMT
2017B	Subordinate	140.3	2018-2047	3.00-5.00%	AMT
Revolving Obligations	Subordinate	13.7	2017-2030	Variable**	Non-AMT & AMT
2019A Refunded (2010C)	Subordinate	188.9	2031-2040	5.00%	Non-AMT
2019A New Money	Subordinate	164.8	2020-2049	5.00%	Non-AMT
2019B New Money	Subordinate	133.3	2020-2049	5.00%	AMT
2020A (2010B)	Subordinate	27.5	2021-2040	5.00%	Non-AMT
2020B (2010A)	Subordinate	200.1	2021-2040	5.00%	Non-AMT
2020C (2010A)	Subordinate	27.9	2021-2040	5.00%	AMT
Total after Issuance		**$1,417.7**			

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

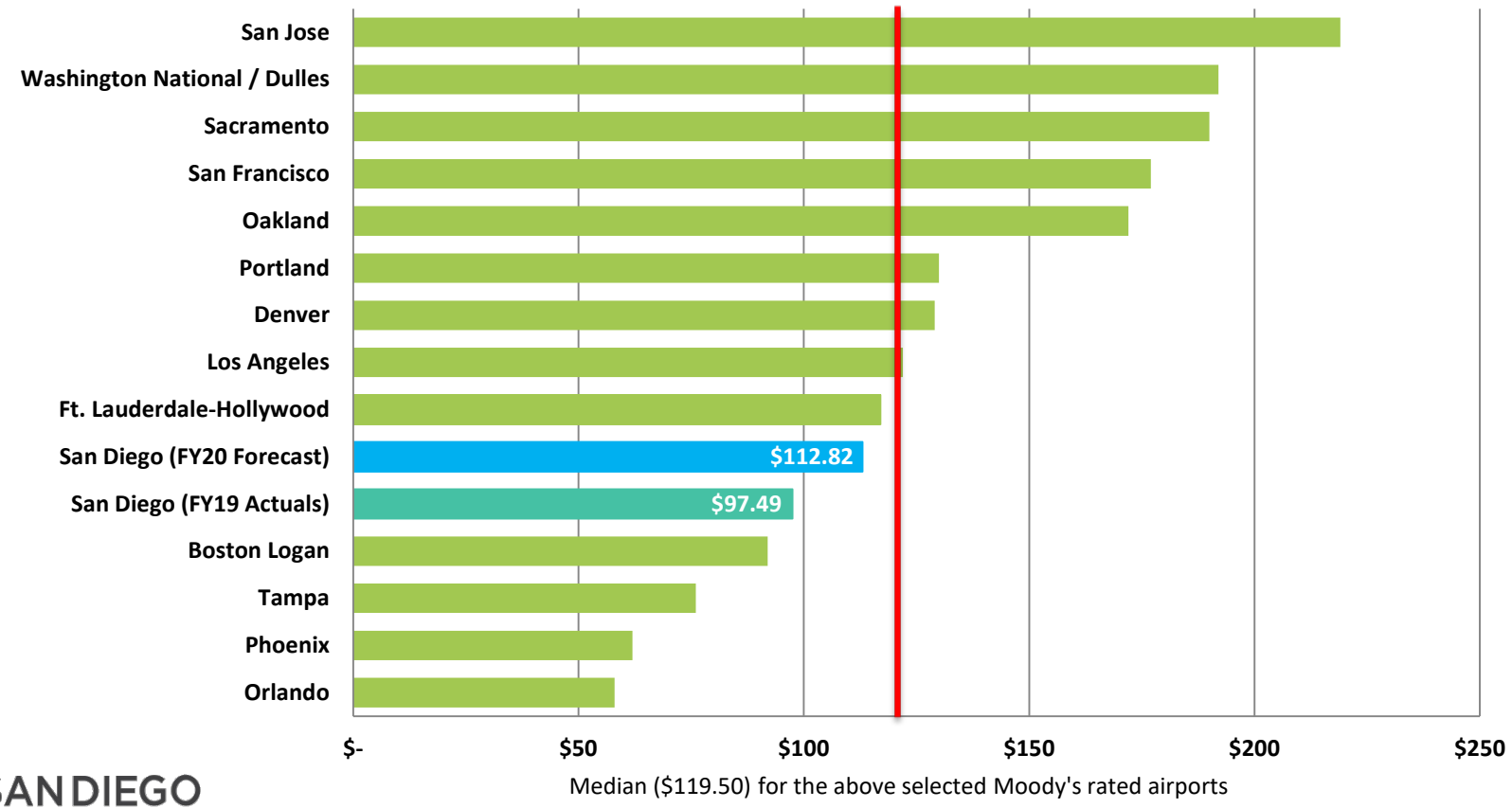
After the 2019 GARB issue, SAN will have approximately $113 of debt/EPAX

* 2014 Special Facility Bonds not listed

** Currently approximately 2.25% for AMT/Non-AMT

Airport Debt Per Enplanement

by Select Airports



SAN DIEGO INTERNATIONAL AIRPORT
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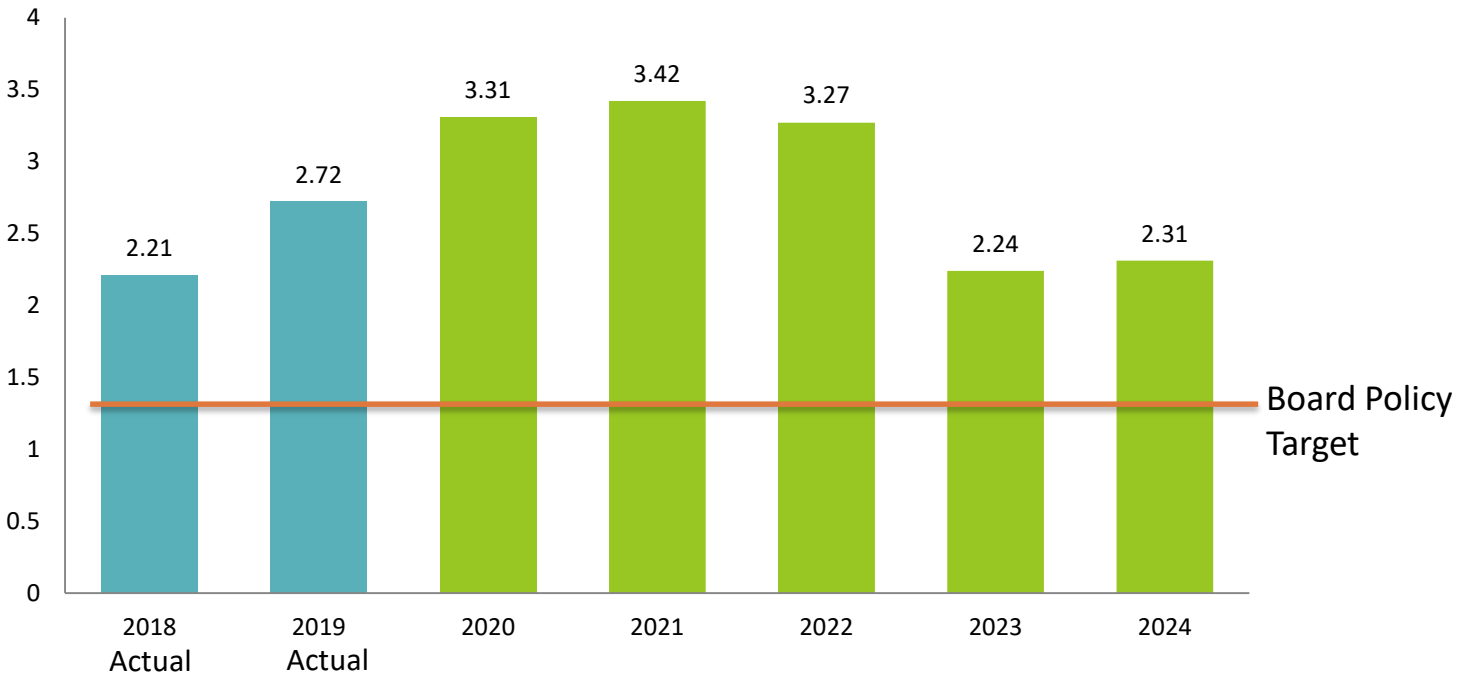
Source: Moody's Investor Service, MFRA Database, as of April 2019. Peer Airports data as of FY 2017.

Historic and Projected Aggregate Debt Service Coverage*



*ADP debt, if approved and issues is expected to impact from FY 25 and beyond

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Principal Documents of the GARB Sale

DOCUMENT	PURPOSE OF DOCUMENT
Resolution	**Authorizes the issuance of the Series 2019/2020 GARBS (new money and refunding bonds) and approves the bond financing documents**
Escrow Agreements	**Establishes the creation of escrow funds and how the escrow funds are to be managed.** There will be two escrow agreements: one for the current refunding (2010C) and one for the forward refunding (2010 A/B)
Continuing Disclosure Certificates	**Sets forth the Authority's obligation to provide updated financial and operational information and notices of certain material events (as and if they occur) annually to Municipal Securities Rule Making Board**

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Principal Documents of the GARB Sale

DOCUMENT	PURPOSE OF DOCUMENT
Supplemental Indentures Sixth Supplemental Subordinate Trust Indenture (2019 Series Bonds) Seventh Supplemental Subordinate Trust Indenture (2020 Series Bonds)	**Supplements the Master Subordinate Indenture[1] by presenting the specific terms and features of the Series 2019 GARBs and Series 2020 GARBS :** Sets Forth principal amounts and interest rates for the 2019/20 Bonds Defines when Interest and Principal payments are due for 2019/20 Bonds Establishes funds and accounts for 2019/20 Bonds Establishes redemption terms of 2019/20 Bonds [1] This Master Subordinate Indenture is the financing document that sets forth the general terms of the Authority's pledge of Subordinate Net Revenues and provides for the terms and conditions upon which airport revenue obligations may be issued by the Authority

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Principal Documents of the GARB Sale

DOCUMENT	PURPOSE OF DOCUMENT
Official Statement (Preliminary & Final)	**Discloses to investors information about the GARBs, the projects being financed with GARB proceeds and the Authority's and Airport's activities and financial condition**
Bond Purchase Contract and Forward Purchase Contract	**Commits the Underwriters to purchase the bonds from the Authority, and the Authority to sell the bonds to the Underwriters at the publicly offered prices. Sets forth the conditions that must be met by the Authority prior to the Underwriters purchasing bonds.**
Feasibility Report	**Provides an independent forecast of traffic, revenues and expenses, and determines the sufficiency of net revenues to repay the GARBs**

The Authority's Team

ROLE	FIRM	PRINCIPAL TASKS
Bond/ Disclosure Counsel	*Kutak Rock*	• Prepares Indentures, Resolution and other bond documents, and provides Validity and Tax Opinions • Prepares Official Statement and provides 10(b)5 ("no material omission") opinion
Financial Advisor	*Frasca & Associates*	• Provides financial analysis, prepares Rating Agency materials, negotiates with Underwriters
Feasibility Consultant	*Unison Consulting*	• Prepares Report appended to the Official Statement that forecasts traffic and projects net revenues over the next five years in order to satisfy the "Additional Bonds Test" and the "Rate Covenant"

The Authority's Team

ROLE	FIRM	PRINCIPAL TASKS
Underwriters	*Citigroup (Senior Manager)* *RBC (Co-Senior)* *Backstrom McCarley Berry & Co., LLC* *Jefferies* *Morgan Stanley* *Siebert Williams Shank & Co.*	• Price and distribute Bonds to investors
Underwriters' Counsel	*Stradling Yocca Carlson & Rauth*	• Prepares Bond Purchase Contracts and documents related to the underwriters
Trustee and Escrow Agent	*US Bank*	• Holds funds that are pledged to Subordinate Bondholders and takes action on their behalf
Verification Agent	*Robert Thomas CPA, LLC*	• Verifies sufficiency of escrow balances

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Preliminary Timeline

DATE	EVENT	RESPONSIBLE PARTY
10/28/19	Finance Committee Meeting to Forward Item to Board	Finance Committee
10/28/19	Rating Agency Meetings	Authority Staff, Financial Advisor, Bond Counsel, Feasibility Consultant
11/6/19	Due Diligence Meeting/Call	Authority Staff, Underwriters' Counsel, Underwriters, Bond Counsel
11/7/19	**Board Meeting to Approve Transaction**	**Authority Board**
11/08/19	Receive Ratings & Post POS	Authority Staff, Financial Advisor
11/08/19-Pricing	Marketing Period	Underwriters
w/o 11/18	Price Bonds	Underwriters, Authority Staff, Financial Advisor
w/o12/9	Closing & Delivery 2019 bonds	Entire Team
April 2020	Closing & Delivery 2020 bonds	Entire Team

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Staff's Request of the Finance Committee

Forward to Board and recommend approval:

- **Adopt Resolution No. 2019-XXXX, (1) Authorizing the issuance and sale of not-to-exceed 950 million in aggregate principal amount of one or more series of San Diego County Regional Airport Authority (the "Authority") Subordinate Airport Revenue and Revenue Refunding Bonds and (2) Approving the forms of a Sixth and Seventh Supplemental Subordinate Trust Indentures, Preliminary and Final Official Statements, a Bond Purchase Contract, a Forward Bond Purchase Contract, Escrow agreements and a Continuing Disclosure Certificates, and certain related matters**

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

Revised 10/25/19

SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY

Item No.
6

EXECUTIVE COMMITTEE

Meeting Date: **OCTOBER 28, 2019**

Subject:

Pre-Approval of Travel Requests and Approval of Business and Travel Expense Reimbursement Requests for Board Members, the President/CEO, the Chief Auditor and General Counsel

Recommendation:

Pre-approve Travel Requests and approve Business and Travel Expense Reimbursement Requests.

Background/Justification:

Authority Policy 3.30 (3)(b) and (4) require that travel and business expense reimbursements of Board Members, the President/CEO, the Chief Auditor and the General Counsel be approved or pre-approved by the Executive Committee and presented to the Board for its information at its next regularly scheduled meeting.

On July 1, 2019, the Executive Committee pre-approved set dollar amounts for routine, in-town business expenses to be used during Fiscal Year 2020 for the President/CEO, General Counsel and Chief Auditor as authorized in Policy 3.30(3)(b)(i)(C).

The attached reports are being presented to comply with the requirements of Policy 3.30.

Fiscal Impact:

Funds for Business and Travel expenses are included in the FY 2019-2020 Budget.

Environmental Review:

A. This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs. §15378. This Board action is not a “project” subject to CEQA. Cal. Pub. Res. Code §21065.

B. California Coastal Act Review: This Board action is not a "development" as defined by the California Coastal Act. Cal. Pub. Res. Code §30106.

Application of Inclusionary Policies:

Not applicable.

Prepared by:

TONY R. RUSSELL
DIRECTOR, BOARD SERVICES/AUTHORITY CLERK

TRAVEL REQUEST

K. BECKER

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: **Kimberly J. Becker** Department: **Executive, BU6**

Position: ☐ Board Member ☒ President/CEO ☐ General Counsel ☐ Chief Auditor
☐ All Other Authority Employees

DATE OF REQUEST: **10/16/2019** DATE OF DEPARTURE/RETURN: **12/11/2019 / 12/12/2019**

DESTINATION / BUSINESS PURPOSE:

Destination: Seattle, WA

Business Purpose: Alaska Airlines Headquarters Visit – Air Service Development

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:		
• Airfare ☐ *check box for business class or equivalent (international only)*	$	**300.00**
• Rental Car	$	
• Other Transportation *(Taxi, TNC, Train, Bus)*	$	**60.00**
• Auto *(Gas, Parking/Tolls, Mileage)*	$	
B. Lodging	$	**325.00**
C. Meals and Incidental Expenses *(Per Diem)*	$	**120.00**
D. Seminar and Conference Fees	$	
E. Entertainment	$	
TOTAL PROJECTED TRAVEL EXPENSES	$	**805.00**

CERTIFICATION BY TRAVELER

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Kimberly J Becker Date: 10/16/19

CERTIFICATION BY ADMINISTRATOR *(If Administrator is Executive Committee, Clerk certifies below.)*

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____ , certify that this document was approved
(Name of Clerk)

by the Executive Committee at its _____ meeting.
(Meeting Date)

U.S. General Services Administration

FY 2019 Per Diem Rates for Seattle, Washington

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Seattle	**King**	$76	$18	$19	$34	$5	$57.00

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: **Kimberly J. Becker** Department: **Executive, BU6**

Position: ☐ Board Member ☒ President/CEO ☐ General Counsel ☐ Chief Auditor
☐ All Other Authority Employees

DATE OF REQUEST: **10/18/19** DATE OF DEPARTURE/RETURN: **02/04/2020 / 02/09/20**

DESTINATION / BUSINESS PURPOSE:

Destination: Bonita Springs, FL

Business Purpose: ACI-NA CEO Forum & Winter Board of Directors Meeting

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:		
• Airfare ☐ *check box for business class or equivalent (international only)*	$	**525.00**
• Rental Car	$	
• Other Transportation *(Taxi, TNC, Train, Bus)*	$	**100.00**
• Auto *(Gas, Parking/Tolls, Mileage)*	$	
B. Lodging	$	**1050.00**
C. Meals and Incidental Expenses *(Per Diem)*	$	**200.00**
D. Seminar and Conference Fees	$	**845.00**
E. Entertainment	$	
TOTAL PROJECTED TRAVEL EXPENSES	$	**2720.00**

CERTIFICATION BY TRAVELER

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: _____ Date: 10·18·19

CERTIFICATION BY ADMINISTRATOR *(If Administrator is Executive Committee, Clerk certifies below.)*

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____ , certify that this document was approved
(Name of Clerk)

by the Executive Committee at its _____ meeting.
(Meeting Date)

2020 CEO Forum & Winter Board of Directors Meeting

Feb. 5-7
Hyatt Regency Coconut Point
Bonita Springs, FL

REGISTER NOW

Early Bird Registration (Until December 20)
Regular Registration (After December 20)

EVENT HOTEL REGISTRATION SPONSOR

This invitation-only event offers you an opportunity to help set the airport industry agenda for 2020. The Forum will feature executive-level presentations and discussions on the North American and global state of the industry.

© 2019 Airports Council International - North America
1615 L Street NW, Suite 300 / Washington, DC 20036
Phone 202-293-8500 / Fax 202-331-1362

User **BECKER, KIMBERLY**

Back

Conference Registration Main Registration

Conference Name	**2020 CEO Forum & Winter Board of Directors Meeting -**
Registrant Name	**Ms. Kimberly J. Becker**

As an association Member Airport, you may take advantage of our low membership registration fees and you may attend member-only sessions and special events.

Select One

	Registration for:	Your price*
☐	Associate Members Registration	**$845.00**
☐	Airport Members Registration Fee	**$845.00**

PREVIOUS NEXT CANCEL

2020 CEO Forum & Winter Board of Directors Meeting

Feb. 5-7
Hyatt Regency Coconut Point
Bonita Springs, FL

REGISTER NOW

Early Bird Registration (Until December 20)
Regular Registration (After December 20)

EVENT **HOTEL** REGISTRATION SPONSOR

Hotel Information

Hyatt Regency Coconut Point Resort & Spa
5001 Coconut Road
Bonita Springs, Florida 34134
(239) 444-1234

For hotel reservations, please call the group reservation line toll free 800-233-1234 or book online. When calling, be sure to identify yourself as being with the **ACI-NA CEO Forum group** to receive the special group rate of **$329 USD** single/double occupancy plus applicable tax and a **$5 per night resort fee** for rooms booked within the group block.

The booking deadline is **Friday, January 6, 2020.** Make your reservations early! Rooms within the group block may sell out before this date.

U.S. General Services Administration

FY 2020 Per Diem Rates for Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Fort Myers	**Lee**	$61	$14	$16	$26	$5	$45.75
Naples	**Collier**	$66	$16	$17	$28	$5	$49.50

BUSINESS EXPENSE

A. BOLING

SDCRAA
SEP 27 2019
Board Services

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

2019

MONTHLY MILEAGE and PARKING FEE REIMBURSEMENT REPORT

EMPLOYEE NAME			PERIOD COVERED	
C. April Boling			Sept. 2019	
DEPARTMENT/DIVISION				
Date	**Miles driven**	**Destination and purpose of trip**	**Parking fees & other transportation costs paid**	**$$$**
9/23/19	29.40	Airport/Exec./Finance Comm. Mtg.		
9/25/19	25.00	SANDAG/Airport Connectivity Subcommittee Mtg.		
9/26/19	26.20	City Hall/Presentation to City Council Mtg.		
9/27/19	25.00	SANDAG/BOD Business Mtg.		
9/27/19	4.40	Airport (from SANDAG)/World Tourism Day Event		
SUBTOTAL	110.00		SUBTOTAL	-

Computation of Reimbursement

			110.00
REIMBURSEMENT RATE: (see below) *	**Rate as of January 2019**	X	0.580
TOTAL MILEAGE REIMBURSEMENT			63.80
PARKING FEES/TOLL CHARGES (ATTACH RECEIPTS)			-
TOTAL REIMBURSEMENT REQUESTED			$ 63.80

I acknowledge that I have read, understand and agree to *Authority Policy 3.30 - Business Expense Reimbursement Policy and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of business expenses were incurred in connection with official Authority business and is true and correct.

Business Expense Reimbursement Policy 3.30

SIGNATURE OF EMPLOYEE

DEPT./DIV. HEAD APPROVAL

SDCRAA

OCT 24 2019

Board Services

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

2019

MONTHLY MILEAGE and PARKING FEE REIMBURSEMENT REPORT

EMPLOYEE NAME			PERIOD COVERED	
C. April Boling			October 2019	
DEPARTMENT/DIVISION				
Date	**Miles driven**	**Destination and purpose of trip**	**Parking fees & other transportation costs paid**	**$$$**
10/3/19	29.40	Airport/Board/ALUC Mtg.		
10/15/19	29.40	Airport/Bond Sale Mtg.		
10/17/19	29.40	Airport/CIPOC Mtg.		
10/28/19	29.40	Airport/Exec./Finance Comm. Mtg.		
SUBTOTAL	117.60		SUBTOTAL	-

Computation of Reimbursement

			117.60
REIMBURSEMENT RATE: (see below) *	**Rate as of January 2019**	X	0.580
TOTAL MILEAGE REIMBURSEMENT			68.21
PARKING FEES/TOLL CHARGES (ATTACH RECEIPTS)			-
TOTAL REIMBURSEMENT REQUESTED			$ 68.21

I acknowledge that I have read, understand and agree to *Authority Policy 3.30 - Business Expense Reimbursement Policy and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of business expenses were incurred in connection with official Authority business and is true and correct.

Business Expense Reimbursement Policy 3.30

SIGNATURE OF EMPLOYEE

DEPT./DIV. HEAD APPROVAL

J. SCHIAVONI

SDCRAA

SEP 24 2019

Board Services

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

2019

MONTHLY MILEAGE and PARKING FEE REIMBURSEMENT REPORT

EMPLOYEE NAME			PERIOD COVERED		
Johanna Schiavoni			8/31/2019-9/20/2019		
DEPARTMENT/DIVISION					
Date	**Miles driven**	**Destination and purpose of trip**	**Parking fees & other transportation costs paid**		**$$$**
8/31/19		Labor Council Dinner	Convention Center		15.00
9/17/19	7.70	SDCRAA GT Quarterly stakeholders re Gt Ad Hc	SDCRAA		
9/19/19	8.50	US Navy & SANDAG press conf	NAVWAR facility		
9/20/19	4.00	SANDAG Transportation Committee	SANDAG		
SUBTOTAL	20.20			SUBTOTAL	15.00

Computation of Reimbursement

		20.20
REIMBURSEMENT RATE: (see below) *	X	0.58
TOTAL MILEAGE REIMBURSEMENT		11.72
PARKING FEES/TOLL CHARGES (ATTACH RECEIPTS)		15.00
TOTAL REIMBURSEMENT REQUESTED		$ 26.72

I acknowledge that I have read, understand and agree to *Authority Policy 3.30 - Business Expense Reimbursement Policy and that any purchases/claims that are not allowed will be my responsibility. I further certify that this report of business expenses were incurred in connection with official Authority business and is true and correct.

Business Expense Reimbursement Policy 3.30

Johanna Schiavoni

SIGNATURE OF EMPLOYEE

DEPT./DIV. HEAD APPROVAL

Effective 1/1/2019 = $ .58
1/1/18 - 12/31/18 = $.545

Please use the other tabs for mileage

Monthly Mileage & Parking Reimbursement Report.xlsx (http:/

Ace Parking

Date: 08/31/2019
Employee #: 067196

Time: 17:29

Convention Center

$15.00 Rate
$15.00 (Credit)

NO REFUNDS. NO IN/OUT PRIVILEGES.
THIS CONTRACT LIMITS OUR LIABILITY - READ IT

The management hereby declares itself not responsible for fire, theft, damage or loss of car or any article left in same, all of such risk being assumed by licensee. Only a rental spaces license is granted hereby and no bailment is intended or granted.

NO OVERNIGHT PARKING. Permit expires at 2:00am. Any vehicles left after 2:00am will be subject to tow at owners' expense.

Refund & general questions email:
* space@aceparking.com *

If you suspect fraud, please email:
* ethics@aceparking.com *

TRAVEL EXPENSE

KIM BECKER

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement Businss and Travel Reimbursement Guidelines

Employee/Trip Information **Date:**

Name: Kimberly J. Becker **Dept:** Executive Division, BU6

Departure Date: 9/11/2019 **Return Date:** 9/15/2019 **Report Due:** 10/15/19

Destination: Tampa, FL

Business Purpose: ACI-NA Annual Conference & Exhibition

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/11/19 Wednesday	9/12/19 Thursday	9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	
Air Fare, Railroad, Bus	498.00								-
Conference Fees	795.00								-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare				15.09		7.43			22.52
Lodging				240.78	240.78				481.56
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
									-
	$ 1,293.00								**$ 504.08**

Expense items included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/11/19 Wednesday	9/12/19 Thursday	9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	
Breakfast	$14.00				14.00				14.00
Lunch	$16.00			16.00					16.00
Dinner	$26.00			26.00	26.00	26.00			78.00
Incidentals	$5.00			5.00	5.00	5.00			15.00
Total M&IE	$61.00								123.00
Approved Meal Exception Above Per Diem Rate[1]									-
Total Meal and Incidental Expenses		$ -	$ -	$ -	$ -	$ -	$ -	$ -	**123.00**

Explanation: Substantiation for exception should be attached

Trip Grand Total	**1,920.08**
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	1,293.00
Due Traveler - if positive amount, prepare check request **Due Authority** - if negative, attach check payable to SDCRAA	**$ 627.08**

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445

Traveler's Signature: Kimberly J Becker Date: 9/29/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

GSA U.S. General Services Administration

FY 2019 Per Diem Rates for Tampa / St. Petersburg, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Tampa / St. Petersburg	**Pinellas / Hillsborough**	$61	$14	$16	$26	$5	$45.75

Kim Becker
Tampa
09/11 - 09/15/19

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

TRAVELTRUST

ADD TO OUTLOOK

Monday, 10JUN 2019 08:54 PM EDT

Passengers: KIMBERLY JANE BECKER (06)

Agency Reference Number: VDNXUM

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

American Airlines Confirmation VDNXUM

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt
Be sure to visit www.traveltrust.com for additional travel information

.

TRAVELTRUST STRONGLY RECOMMENDS CHECKING IN
ONLINE WITH YOUR AIRLINE AT LEAST 24 HOURS PRIOR TO
EACH FLIGHT FOR THE MOST CURRENT TIMES AND ALERTS

.

AIR	**Wednesday, 11SEP 2019**		
	American Airlines	**Flight Number**: 0313	Class: Q- Coach/Economy
	From: San Diego CA, USA	**Depart**: 11:20 AM	
	To: Dallas/Ft Worth TX, USA	**Arrive**: 04:23 PM	
	Stops: Nonstop	Duration: 3 hour(s) 3 minute(s)	
	Seats: 09C	Status: CONFIRMED	Miles: 1175 / 1880 KM
	Equipment: Airbus A321 Jet	MEAL: Food and Bev for Purchase	
	DEPARTS SAN TERMINAL 2 Frequent Flyer Number: AAMTJ4330		
	American Airlines Confirmation number is VDNXUM		

AIR	**Wednesday, 11SEP 2019**		
	American Airlines	**Flight Number**: 2401	Class: Q- Coach/Economy
	From: Dallas/Ft Worth TX, USA	**Depart**: 06:09 PM	
	To: Tampa Intl FL, USA	**Arrive**: 09:34 PM	
	Stops: Nonstop	Duration: 2 hour(s) 25 minute(s)	
	Seats: 08C	Status: CONFIRMED	Miles: 920 / 1472 KM
	Equipment: Boeing 737-800 Jet	MEAL: FOOD FOR PURCHASE	
	Frequent Flyer Number: AAMTJ4330		
	American Airlines Confirmation number is VDNXUM		

AIR	**Sunday, 15SEP 2019**		
	American Airlines	**Flight Number**: 0531	Class: L- Coach/Economy
	From: Tampa Intl FL, USA	**Depart**: 05:50 PM	
	To: Phoenix AZ, USA	**Arrive**: 07:19 PM	
	Stops: Nonstop	Duration: 4 hour(s) 29 minute(s)	
	Seats: 05C	Status: CONFIRMED	Miles: 1781 / 2850 KM
	Equipment: Airbus A321 Jet	MEAL: Food and Bev for Purchase	
	ARRIVES PHX TERMINAL 4		

Kim Becker
TAMPA
09/11 - 09/15/19

Frequent Flyer Number: AAMTJ4330

American Airlines Confirmation number is VDNXUM

AIR	**Sunday, 15SEP 2019**		
	American Airlines	**Flight Number**: 0559	Class: L- Coach/Economy
	From: Phoenix AZ, USA	**Depart**: 08:30 PM	
	To: San Diego CA, USA	**Arrive**: 09:40 PM	
	Stops: Nonstop	Duration: 1 hour(s) 10 minute(s)	
	Seats: 05C	Status: CONFIRMED	Miles: 304 / 486 KM
	Equipment: Airbus A321 Jet		

DEPARTS PHX TERMINAL 4 - ARRIVES SAN TERMINAL 2
Frequent Flyer Number: AAMTJ4330

American Airlines Confirmation number is VDNXUM

THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR
THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE
YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
AMERICAN AIRLINES CONFIRMATION NUMBER - VDNXUM
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: KIMBERLY JANE BECKER
Date issued: 5/30/2019 Invoice Nbr: 5535693
Ticket Nbr: AA7365955882 Electronic Tkt: Yes Amount: 468.00 USD
Base: 392.56 US Tax: 29.44 USD XT Tax: 46.00 USD
Charged to: AX**********1013

Service fee: KIMBERLY JANE BECKER
Date issued: 5/30/2019
Document Nbr: XD0767995151 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 468.00
Total Fees: 30.00
Total Amount: 498.00

Click here 24 hours in advance to obtain boarding passes:
American

Click here to review Baggage policies and guidelines:
American

TSA Guidance- a government issued photo id is needed for checkin.
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.
For Additional security information visit www.tsa.gov.
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.
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Saturday from 9am-1pm Pacific.
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You can also use the Direct Dial Number 682-233-1914 or the collect number 682-647-0061.
Each call is billable at a minimum $25.00 per call/reservation

Kim Becker
Tampa
09/11 - 09/15/19

MARRIOTT

TAMPA MARRIOTT WATER STREET

GUEST FOLIO

1122	BECKER/K	209.00	09/15/19	12:00	35078	56699
ROOM	NAME	RATE	DEPART	TIME	ACCT#	GROUP
BALD	SAN DIEGO COUNTY AIR		09/13/19	12:46		
TYPE			ARRIVE	TIME		
189						
ROOM CLERK	ADDRESS	PAYMENT			MBV#:	XXXXX9603

DATE	REFERENCES		CHARGES	CREDITS	BALANCES DUE
09/13	ROOM REV	1122, 1	209.00		Room 9/13
09/13	ROOM TAX	1122, 1	30.28		$240.78
09/13	TMD FEE	TMD FEE	1.50		
09/14	ROOM REV	1122, 1	209.00		Room 9/14
09/14	ROOM TAX	1122, 1	30.28		$240.78
09/14	TMD FEE	TMD FEE	1.50		
09/15	MC CARD			$481.56	

TO BE SETTLED TO: MASTERCARD CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! COME BACK FOR SUMMER & SAVE
SAVE $20 PER NIGHT ON STAYS BEGINNING IN JULY BY VISITING:
WWW.DIVEINTOTAMPA.COM

See our "Privacy & Cookie Statement" on Marriott.com

Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy Account Statement for updated activity. See members.marriott.com for new Marriott Bonvoy benefits.

MARRIOTT

TAMPA MARRIOTT WATER STREET
700 S FLORIDA AVENUE
TAMPA FL 33602

Treat yourself to the comfort of Marriott Hotels in your home. Visit ShopMarriott.com.

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

Kim Becker
TAMPA
09/11 - 09/15/19

Casey Diane

Subject:	EWIA Breakfast Get-Together, ACI Annual Conference
Location:	The Waterside Grill, Tampa Marriott Waterside Hotel & Marina, 700 South Florida Avenue, Tampa, FL 33602 (813.221.4900)
Start:	Sat 9/14/2019 4:00 AM
End:	Sat 9/14/2019 5:30 AM
Show Time As:	Out of Office
Recurrence:	(none)
Meeting Status:	Meeting organizer
Organizer:	Becker Kimberly
Required Attendees:	monica.lombrana@elpasotexas.gov; chriscassotis@flypittsburgh.com; moriley9@comcast.net; agittens@aci.aero; rkhamm-niebruegge@flystl.com; joyce.carter@hiaa.ca; gingersundayevans@gmail.com; gallantj@frederictonairport.ca; rhupp@cityofboise.org; sgriffin@columbusairports.com; dbewley@flytucson.com; chellie.cameron@phl.org; cmcgraw@cvgairport.com; jones.kimberly@msnairport.com; Monica Lombrana; gisela.shanahan@flydenver.com
Optional Attendees:	Johanne Gallant; Rochelle "Chellie" Cameron; morgan.1548@osu.edu
Categories:	Out of Office

Good Morning,

In order to accommodate as many EWIA members attending the conference as possible, the gathering will be a breakfast held at the Waterside Grill on Saturday, September 14th at 7:00 a.m. The Waterside Grill is a relaxed farm-to-table spot in the Marriott with marina views. The menu includes classic breakfast choices, along with modern cuisine such as bananas foster French toast! Kim Becker will be the host and reservations have been made in Kim's name.

Please let me know if you have any questions.

Thanks and take care, Di

Diane Casey
Executive Assistant
Executive Office
T 619.400.2445 | M 609.440.7479
dcasey@san.org<mailto:dcasey@san.org>

<inline attachment not shown>

Kim Becker
Tampa
09/11 - 09/15/19

Casey Diane

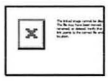
Transportation - 09/13/19

From: Kim Becker <kbeckersj@yahoo.com>
Sent: Saturday, September 14, 2019 5:12 PM
To: Casey Diane
Subject: Fwd: Your ride with Alexander on September 13

To ACI

Begin forwarded message:

From: Lyft Ride Receipt <no-reply@lyftmail.com>
Date: September 14, 2019 at 8:07:49 PM EDT
To: kbeckersj@yahoo.com
Subject: Your ride with Alexander on September 13



SEPTEMBER 13, 2019 AT 7:43 PM

Thanks for riding with Alexander!

Lyft fare (8.95mi, 20m 18s)	$18.09
Business Rewards Credit	-$5.00
PayPal account	**$13.09**
	+ 2.00 Tip
	$15.09

See attached receipt

Pickup 7:43 PM
Airport Svc Rd, Tampa, FL

Drop-off 8:03 PM
599 S Ashley St, Tampa, FL

Kim Becker
TAMPA
09/11 - 09/15/19

Help Center

Receipt #1314748018986130844

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

Map data OpenStreetMap contributors

© 2019 Lyft, Inc.
548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

Kim Becker
Tampa
09/11 - 09/15/19

Casey Diane

From: Kim Becker <kbeckersj@yahoo.com>
Sent: Saturday, September 14, 2019 5:13 PM
To: Casey Diane
Subject: Fwd: Receipt for Your Payment to Lyft

Transportation
- Tip added to #13.09 Lyft Ride

Tip for trip to ACI

Begin forwarded message:

From: "service@paypal.com" <service@paypal.com>
Date: September 14, 2019 at 8:09:53 PM EDT
To: Kimberly Becker <Kbeckersj@yahoo.com>
Subject: Receipt for Your Payment to Lyft

Sep 14, 2019 17:09:28 PDT
Transaction ID: 4C165962F2893234S

Hello Kimberly Becker,

You sent a payment of $2.00 USD to Lyft
(support@lyft.com)

It may take a few moments for this transaction to appear in your account.

Merchant
Lyft
support@lyft.com

Instructions to merchant
You haven't entered any instructions.

Description	Unit price	Qty	Amount
	$2.00 USD	1	$2.00 USD

Kim Becker
Tampa
09/11 - 09/15/19

Subtotal	$2.00 USD
Total	$2.00 USD
Payment	$2.00 USD

Payment sent to support@lyft.com
Payment sent from Kbeckersj@yahoo.com

Funding Sources Used (Total)

LOGIX FEDERAL CREDIT UNION x-7700 $2.00 USD

Invoice ID: 039c2f7ca7e195cd_1314748018986130844_a9f1588e

Issues with this transaction?

You have 180 days from the date of the transaction to open a dispute in the Resolution Center.

Questions? Go to the Help Center at www.paypal.com/help.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click **Help** in the top right corner of any PayPal page or please contact us toll free at 1-888-221-1161.

You can receive plain text emails instead of HTML emails. To change your Notifications preferences, log in to your account, go to your Profile, and click **My settings**.

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PayPal PPX001066:1.1:e46821f78ef1b

Kim Becker
Tampa
09/11-09/15/19

Casey Diane

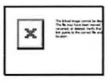
Transportation
09/15/19

From: Kim Becker <kbeckersj@yahoo.com>
Sent: Sunday, September 15, 2019 1:11 PM
To: Casey Diane
Subject: Fwd: Your ride with Jeff on September 15

Tip for trip to airport ACI TPA

Begin forwarded message:

From: Lyft Ride Receipt <no-reply@lyftmail.com>
Date: September 15, 2019 at 4:01:08 PM EDT
To: kbeckersj@yahoo.com
Subject: Your ride with Jeff on September 15

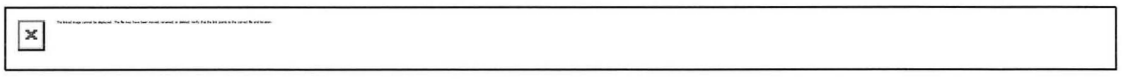


SEPTEMBER 15, 2019 AT 3:10 PM

Thanks for riding with Jeff!

Lyft fare (8.27mi, 13m 44s)	$14.43
Tip	$3.00
ACI Tampa	-$10.00

PayPal account **$7.43**

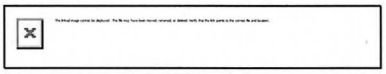


Pickup 3:10 PM
798 S Florida Ave, Tampa, FL

Drop-off 3:23 PM

Kim Becker
Tampa
09/11 - 09/15/19

3758 George J Bean Outbnd Pkwy, Tampa, FL



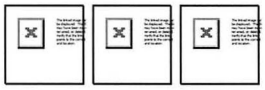
Round Up & Donate

By rounding up their payments, our riders have donated over $15 million to causes they believe in.

SUPPORT YOUR CAUSE

Earn Free Rides

Refer a Tampa Bay driver, and you'll get $25.00 in credit when they give 90 rides in their first 30 days. They'll earn $600.00 guaranteed.



First 1,000 applicants per market for a limited time only. See terms.

TIP DRIVER

FIND LOST ITEM

Kim Becker
Tampa
09/11 - 09/15/19

REQUEST REVIEW

Help Center

Receipt #1315419484627390856

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

Map data OpenStreetMap contributors

© 2019 Lyft, Inc.
548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

Kim Becker
Tampa
09/11-09/15/19

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:
Travelers Name: **Kimberly J. Becker** Dept: **6**

Position: ☐ Board Member X ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor
☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **05/09/19** PLANNED DATE OF DEPARTURE/RETURN: **09/11/19** **09/15/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):
Destination: Tampa, FL Purpose: ACI-NA Annual Conference & Exhibition
Explanation:

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:		
• AIRFARE	$	**600.00**
• *RENTAL CAR (Must complete page 2)	$	
• OTHER TRANSPORTATION (Taxi, Train)	$	**100.00**
B. LODGING	$	**650.00**
C. MEALS	$	**225.00**
D. SEMINAR AND CONFERENCE FEES	$	**795.00**
E. ENTERTAINMENT (If applicable)	$	
F. OTHER INCIDENTAL EXPENSES	$	
TOTAL PROJECTED TRAVEL EXPENSE	$	**2,370.00**

*Permitted in limited circumstances; must be pre-approved. Provide a copy of Out-of-Town Travel Request form to Risk Management prior to travel in order to obtain insurance identification card covering rental period.

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.
Travelers Signature: Kimberly J Becker Date: 5/10/19

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).
By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Martha Morales, Asst. Authority Clerk I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its May 23, 2019 meeting.

Kim Becker
Tampa
09/11 - 09/15/19

As of July 16, 2019

2019 ACI-NA ANNUAL CONFERENCE AND EXHIBITION
September 15 – September 17, 2019
Tampa, FL

PRELIMARY SCHEDULE OF EVENTS (schedule subject to change at any time)

Friday, September 13, 2019

12:00 pm – 1:30 pm	**ACI-NA Executive Committee and Past Chairs Meeting** *(invitation only)*
2:00 pm – 5:00 pm	**ACI-NA Executive Committee Meeting** *(Executive Committee members only)*
5:00 pm – 7:00 pm	**Legal Affairs Steering Group Meeting** *(Steering Group members only)*
6:00 pm	**ACI-NA Executive Committee Dinner** *(invitation only)*

Saturday, September 14, 2019

7:30 am – 6:30 pm	**Check-in / Registration**
7:30 am – 6:30 pm	**TPA Welcome Desk**
✓ **7:30 am – 8:30 am**	**Networking Breakfast (for Committee Workshop Attendees)**
8:00 am – 8:00 pm	**Exhibition Hall Move-In**
8:00 am – 9:00 am	**Environmental Affairs Committee: Air Quality Working Group**
8:30 am – 12:00 pm	**Operations & Technical Affairs Committee Workshop**
8:30 am – 5:00 pm	**Business Information Technology Committee Workshop**
8:30 am – 5:30 pm	**Legal Affairs Committee Workshop**
9:00 am – 10:00 am	**Environmental Affairs Committee: Working Group**
10:00 am – 10:30 am	**AM Networking Break (for Committee Workshop Attendees)**
10:30 am – 12:00 pm	**Environmental Affairs Committee: Working Group**
10:30 am – 12:00 pm	**Environmental Affairs Committee: Working Group**
12:00 pm – 1:15 pm	**Networking Lunch (for Committee Workshop Attendees)**
✓ **12:15 pm – 1:15 pm**	**ACI-NA Committee Chairs, ACI-NA Board Luncheon** *(invitation only)*
1:15 pm – 2:45 pm	**Operations & Technical Affairs Committee: Construction and Project Delivery Working Group**
1:15 pm – 2:45 pm	**Operations & Technical Affairs Committee: Facilities and Maintenance Working Group**
1:15 pm – 2:45 pm	**Environmental Affairs Committee: Working Group**
✓ **1:45 pm – 3:00 pm**	**ACI-NA Board of Directors Meeting**
2:00 pm – 5:00 pm	**CAC Council of Chairs Meeting**
2:45 pm – 3:15 pm	**PM Networking Break (for Committee Workshop Attendees)**
3:15 pm – 4:45 pm	**Operations & Technical Affairs Committee: Joint NextGen and Operations & Safety Working Group**
3:15 pm – 4:45 pm	**Operations & Technical Affairs Committee: Planning & Development Working Group**

Kim Becker
Tampa
09/11 - 09/15/19

3:15 pm – 5:00 pm	**Environmental Affairs Steering Group Meeting**
5:00 pm – 6:30 pm	**Operations & Technical Affairs Steering Group Meeting**
6:30 pm – 9:30 pm	**Board of Directors and Commissioners Leadership Dinner** *(invitation only)*

Sunday, September 15, 2019

7:30 am – 7:00 pm	**Check-in / Registration**
7:30 am – 7:00 pm	**TPA Welcome Desk**
7:30 am – 8:45 am	**Committee Chairs Information Exchange Breakfast** *(invitation only)*
✓ 8:00 am – 9:00 am	**Networking Breakfast**
8:00 am – 8:45 am	**Exec-2-Exec Committee** *(Airport and WBP/Associates Board Executive Committee members Only)*
8:00 am – 11:00 am	**CAC Large Airports Caucus Meeting** *(closed meeting, CAC members only)*
8:00 am – 2:00 pm	**Exhibition Hall Move-In**
8:00 am – 11:00 am	**CAC Small Airports Caucus Meeting** *(closed meeting, CAC members only)*
8:00 am – 11:00 am	**Small Airports Committee Meeting**
9:00 am – 11:00 am	**Medium Hub Committee Meeting** *(Airport members only)*
✓ 9:00 am – 11:00 am	**Large Hub Committee Meeting** *(Airport members only)*
9:00 am – 12:00 pm	**ACI-NA WBP/Associates Board of Directors Meeting**
9:00 am – 2:30 pm	**Air Cargo Committee Meeting**
9:00 am – 3:00 pm	**Human Resources Committee Meeting** *(Open to all)*
9:00 am – 3:00 pm	**Marketing & Communications Steering Group Meeting**
9:00 am – 4:45 pm	**Environmental Affairs Committee Workshop**
9:00 am – 4:45 pm	**Operations & Technical Affairs Committee Workshop**
9:00 am – 4:45 pm	**Legal Affairs Committee Workshop**
9:00 am – 4:45 pm	**Business Information Technology Committee Workshop**
9:00 am – 4:45 pm	**Finance Committee Workshop**
10:00 am – 10:30 am	**AM Networking Break**
10:30 am – 12:00 pm	**Commissioners Committee Meeting**
✓ 11:15 am – 12:45 pm	**Joint U.S. and Canadian Policy Council Meeting** *(Airport members only)*
12:00 pm – 1:00 pm	**Networking Lunch**
12:45 pm – 2:00 pm	**Canadian Policy Council Meeting** *(closed meeting, Policy Council members only)*
✓ 1:00 pm – 2:30 pm	**U.S. Policy Council Meeting**
1:00 pm – 3:00 pm	**Commercial Management Steering Group Meeting** *(invitation only)*
2:00 pm – 4:45 pm	**Business Diversity Committee Meeting**

Kim Becker
TAMPA
09/11 - 09/17/19

2:15 pm – 4:30 pm **Canadian Policy Council & Membership Meeting** *(open to CAC Members only)*

2:30 pm – 3:00 pm **PM Networking Break**

3:00 pm – 5:00 pm **Press Office Open**

4:00 pm – 4:45 pm **ACI-NA VIP Reception** *(invitation only)*

5:00 pm – 7:00 pm **Exhibition Hall Grand Opening** *(Reception in Exhibit Hall)*

Monday, September 16, 2019

7:30 am – 10:00 am **Exhibition Hall Open** *(Networking Breakfast in Exhibit Hall from 7:30 am- 9:00 am)*

7:30 am – 5:00 pm **Press Office Open**

7:30 am – 7:00 pm **Registration**

7:30 am – 7:00 pm **TPA Welcome Desk**

8:30 am – 9:30 am **Exhibit Hall Classroom Education Session:**
1A. ***U.S. and Canada Government Affairs Update***

10:00 am – 11:30 am ***General Session I: Welcome and Keynote Address***
Welcome:
Kevin M. Burke, President and CEO, ACI-NA
Candace S. McGraw, Chair, ACI-NA
Joseph W. Lopano, Chief Executive Officer, Tampa International Airport

11:30 am – 12:00 PM **ACI-NA Downes Award Presentation**

12:00 pm – 1:00 pm **PAC Luncheon** *(invitation only)*

12:00 pm – 3:00 pm **Exhibition Hall Open** *(Lunch Served in Exhibit Hall from 12 pm – 1:30 pm)*

12:15 pm – 12:35 pm **Solutions Showcase:**

12:40 pm – 1:00 pm **Solutions Showcase:**

1:05 pm – 1:25 pm **Solutions Showcase**

1:30 pm – 2:30 pm **Exhibit Hall Classroom Education Session:**

2A. Aligning Organizational Structure to New Demands

Business as we know it is changing significantly and airport operators are no exception. Innovation, changing customer expectations, and increased pressure for greater non-aeronautical revenue generation are just some of the factors pushing leaders to re-think how their organization prepares for these new challenges. Hear from airport leaders on how they're structuring their organizations, creating more cross-functionality and working closer with stakeholders to better serve their customers and communities.

2:30 pm – 3:00 pm **Airport Carbon Accreditation Ceremony**

2:40 pm – 3:00 pm **Solutions Showcase:**

3:00 pm – 3:30 pm **PM Networking Break**

kim Becker
TAMPA
09/11 - 09/15/19

3:30 pm – 4:30 pm **Concurrent Education Sessions**

3A. How to Be More Financially Resilient?

The Great Recession ended in 2009. A decade later economic indicators show the next recession may be on the horizon. Economists are hedging their bets by forecasting a downturn in the economy, if not a recession, over the next 12-24 months. If history has taught us anything, the airline industry is more sensitive to economic downturns, as personnel and business travel budgets decline. And, as airline traffic declines, so do airport revenues that are tied to enplaned passengers. Is your airport financially and operationally ready to weather another recession? Join the conversation with your fellow airport executives and build your toolkit to ensure your airport is prepared for the next recession.

4A. Complex World of Airport Construction

Airport capital projects worldwide are on the rise and the growth in terminals, runways and infrastructure construction shows no signs of slowing. A significant number of airports currently have major expansion programs in the works, which will certainly result in major construction going forward. As ACI-NA Airport Infrastructure Needs Study, *Terminally Challenged,* found, airports in the U.S. face over $128 billion in infrastructure needs between now and 2023. Proportional needs exist in Canada. Our panel will discuss how airports in both countries are using innovative planning and design processes, capital program management techniques, and project delivery strategies to meet these needs on-time, on-budget, and on-quality.

5A. Enabling 21st Passenger Processing

The most successful airports have focused on passenger processing technologies and new solutions to improve the passenger experience and maximize operational efficiency. Passengers are constantly connected with smartphones, and as such, passengers demand an increased level of personalized service. Adopting a new passenger processing experience can optimize capacity of existing facilitates and lower operational expenditure. Make sure you are taking advantage of resources to better serve your customers, avoid disruptions and increase passenger satisfaction.

5:15 pm – 6:45 pm **Exhibition Hall Reception**

Tuesday, September 17, 2019

7:30 am – 4:00 pm **Registration**

7:00 am – 4:00 pm **TPA Welcome Desk**

8:00 am – 9:30 am **World Business Partner/Associate Member and Airport Director Roundtable Breakfast**
(Open to all ACI-NA WBP/Associate members & ACI-NA member airport directors)

7:30 am – 4:30 pm **Press Office Open**

8:00 am – 9:00 am **Networking Breakfast**

9:30 am – 10:30 am ***General Session II***

10:30 am – 11:00 am **Airport Membership Meeting** in Exhibit Hall *(ACI-NA Airport Official Representatives only)*

10:30 am – 3:00 pm **Exhibition Hall Open** *(Lunch Served in Exhibit Hall from 11:30 am – 1:00 pm)*

11:00 am – 11:15 am **ACI World Special Meeting of Members** in Exhibit Hall *(invitation only)*

11:20 am – 11:40 am **Solutions Showcase:**

11:45 am – 12:05 am **Solutions Showcase:**

Kim Beeker
Tampa
09/11 - 09/15/19

12:10 am – 12:30 pm **Solutions Showcase:**

12:35 pm – 12:55 pm **Solutions Showcase:**

1:00 pm – 1:20 pm **Solutions Showcase:**

1:30 pm – 2:00 pm **Tech Talk**

2:15 pm – 3:00 pm **Exhibit Hall Classroom Education Session:**

6A. Managing Changing Risks in Aviation

Airports of today are faced with an increasingly complex and evolving plethora of risks and challenges, such as unmanned aerial systems, climate change, cyber-attacks and PFAS contamination. How does airport leadership ensure that they are focusing on the right priorities? What processes can help review and evaluate not only risks but also opportunities? How do you bring together your staff to solve these issues using a multi-disciplinary approach? In this session, learn about how your organization can be structured to proactively manage today's risks and be prepared for the tomorrow's unknowns.

3:00 pm – 3:15 pm **PM Networking Break**

3:00 pm – 7:00 pm **Exhibition Hall Move-Out**

3:15 pm – 4:20 pm **Education Sessions:**

7A. The Transnational Regulatory Picture

Join us for this perennial transnational favorite, which provides the opportunity to interact face-to-face with senior officials from both Transport Canada and the FAA. In this year's session, we will be discussing the latest regulatory landscape, reform efforts from both agencies, key policy initiatives, and a look ahead. This is always an informative and engaging session and provides a superb opportunity to ask questions and discuss concerns.

4:30 pm – 5:30 pm **Education Session:**

8A. North American Aviation Security Dialogue

Evolving threats to civil aviation such those posed by creatively concealed explosives, large crowds in public areas, and unmanned aircraft systems (UAS), present a unique challenge for both regulators and airport operators. Technology is an essential component in enhancing the security of the aviation system. In order to improve security effectiveness while managing budgetary constraints it is important for agencies and industry to collaborate on effective processes, procedures and technology. Don't miss this opportunity to talk directly with senior TSA and CATSA representatives about initiatives to stay ahead of the latest threat.

5:30 pm – 6:30 pm **Chair's Reception and Recognition Ceremony**

7:00 pm – 11:00 pm **Closing Night Event**

Wednesday, September 18, 2019
8:00 am – 10:00 am **Airport Tour**

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement Businss and Travel Reimbursement Guidelines

Employee/Trip Information **Date:**

Name: Kimberly J. Becker **Dept:** Executive Division, BU6

Departure Date: 10/5/2019 **Return Date:** 10/6/2019 **Report Due:** 11/5/19

Destination: San Antonio, TX

Business Purpose: AAAE Policy Review Committee Meetings

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		10/5/19 Saturday	10/6/19 Sunday	10/7/19 Monday	10/8/19 Tuesday	10/9/19 Wednesday	10/10/19 Thursday	10/11/19 Friday	
Air Fare, Railroad, Bus	507.98								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare		20.99							20.99
Lodging		235.24							235.24
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
									-
	$ 507.98								**$ 256.23**

Expense items included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	10/5/19 Saturday	10/6/19 Sunday	10/7/19 Monday	10/8/19 Tuesday	10/9/19 Wednesday	10/10/19 Thursday	10/11/19 Friday	
Breakfast	$14.00	14.00	14.00						28.00
Lunch	$16.00	16.00							16.00
Dinner	$26.00		26.00						26.00
Incidentals	$5.00	5.00	5.00						10.00
Total M&IE	$61.00	35.00	45.00						80.00
Approved Meal Exception Above Per Diem Rate[1]									-
Total Meal and Incidental Expenses		$ 35.00	$ 45.00	$ -	$ -	$ -	$ -	$ -	**80.00**

Explanation: Substantiation for exception should be attached

Notes - 1) The conference fee was waived because Kim only attended the Policy Review Committee Meetings (not the conference).

Trip Grand Total	**844.21**
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	507.98
Due Traveler - if positive amount, prepare check request **Due Authority** - if negative, attach check payable to SDCRAA	**$ 336.23**

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Diane Casey Ext.: 2445

Traveler's Signature: Kimberly J Becker Date: 10/7/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

Kim Becker
10/05-10/06/19
San Antonio

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

TRAVELTRUST

ADD TO OUTLOOK

Monday, 9SEP 2019 03:26 PM EDT

Passengers: **KIMBERLY JANE BECKER (02)**

Agency Reference Number: TTUAXC

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

Southwest Airlines Confirmation S8QBGG

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

AIR Saturday, 5OCT 2019

Southwest Airlines	**Flight Number**: 5340	Class: L- Coach/Economy
From: San Diego CA, USA	**Depart**: 06:35 AM	
To: San Antonio TX, USA	**Arrive**: 11:30 AM	
Stops: Nonstop	Duration: 2 hour(s) 55 minute(s)	
	Status: CONFIRMED	Miles: 1127 / 1803 KM

Equipment: Boeing 737-700 Jet

DEPARTS SAN TERMINAL 1 - ARRIVES SAT TERMINAL A
Frequent Flyer Number: WN473348610

EARLY BIRD CHECK PURCHASED/CONFIRMED
Southwest Airlines Confirmation number is S8QBGG

A PORTION OF THIS TRIP MAY BE REFUNDABLE. PLEASE RETURN UNUSED PORTIONS TO TRAVELTRUST FOR POSSIBLE REFUND.
SOUTHWEST AIRLINES CONFIRMATION NUMBER - S8QBGG
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: KIMBERLY JANE BECKER
Ticket Nbr: WN2118214921 Electronic Tkt: No Amount: 133.98
Base: 111.33 Tax: 22.65
Charged to: AX**********1013

Ticket for: KIMBERLY JANE BECKER
Ticket Nbr: WN3333333333 Electronic Tkt: No Amount: 25.00
Base: 25.00 Tax: 0.00
Charged to: AX**********1013

Total Tickets: 158.98
Total Amount: 158.98

Click here 24 hours in advance to obtain boarding passes:
SOUTHWEST

Click here to review Baggage policies and guidelines:
SOUTHWEST

Km Becker
10/05-10/06/19
San Antonio

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

TRAVELTRUST

ADD TO OUTLOOK

Monday, 9SEP 2019 03:32 PM EDT

Passengers: KIMBERLY JANE BECKER (02)

Agency Reference Number: CCTKHG

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

American Airlines Confirmation CCTKHG

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

AIR	Sunday, 6OCT 2019		
	American Airlines	**Flight Number**: 0548	Class: L- Coach/Economy
	From: San Antonio TX, USA	**Depart**: 03:44 PM	
	To: Phoenix AZ, USA	**Arrive**: 04:14 PM	
	Stops: Nonstop	Duration: 2 hour(s) 30 minute(s)	
	Seats: 08C	Status: CONFIRMED	Miles: 842 / 1347 KM
	Equipment: Airbus Jet	MEAL: FOOD FOR PURCHASE	
	DEPARTS SAT TERMINAL A - ARRIVES PHX TERMINAL 4 Frequent Flyer Number: AAMTJ4330		
	AISLE SEAT CONFIRMED **American Airlines Confirmation number is CCTKHG**		

AIR	Sunday, 6OCT 2019		
	American Airlines	**Flight Number**: 0480	Class: L- Coach/Economy
	From: Phoenix AZ, USA	**Depart**: 05:23 PM	
	To: San Diego CA, USA	**Arrive**: 06:33 PM	
	Stops: Nonstop	Duration: 1 hour(s) 10 minute(s)	
	Seats: 12D	Status: CONFIRMED	Miles: 304 / 486 KM
	Equipment: Boeing 737-800 Jet		
	DEPARTS PHX TERMINAL 4 - ARRIVES SAN TERMINAL 2 Frequent Flyer Number: AAMTJ4330		
	AISLE SEAT CONFIRMED **American Airlines Confirmation number is CCTKHG**		

THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR
THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE
YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
AMERICAN AIRLINES CONFIRMATION NUMBER - CCTKHG
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: KIMBERLY JANE BECKER

Kim Becker
10/05 - 10/06/19
San Antonio

Date issued: 9/9/2019 Invoice Nbr: 5552015
Ticket Nbr: AA7454262914 Electronic Tkt: Yes Amount: 319.00 USD
Base: 275.35 US Tax: 20.65 USD XT Tax: 23.00 USD
Charged to: AX**********1013

Service fee: KIMBERLY JANE BECKER
Date issued: 9/9/2019
Document Nbr: XD0772938192 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 319.00
Total Fees: 30.00
Total Amount: 349.00

Click here 24 hours in advance to obtain boarding passes:
American

Click here to review Baggage policies and guidelines:
American

TSA Guidance- a government issued photo id is needed for checkin.
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.
For Additional security information visit www.tsa.gov.
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.
Follow us on Twitter @Traveltrustcorp

Thank you for choosing Traveltrust!
Our Business Hours are Sunday 10pm - Friday 10pm Pacific
Saturday from 9am-1pm Pacific.
For EMERGENCY AFTERHOURS assistance in the US, please call 888-221-6043 and use VIP Code SJE72.
You can also use the Direct Dial Number 682-233-1914 or the collect number 682-647-0061.
Each call is billable at a minimum $25.00 per call/reservation

Kim Becker
10/05-10/06/18
San Antonio

THE WESTIN
RIVERWALK
San Antonio

420 WEST MARKET STREET, SAN ANTONIO, TX 78205
TEL: (210) 224-6500 FAX: (210) 444-6000

GUEST
Kimberly Becker
[redacted]

ROOM	1412
RATE	
NO. PERS	1
FOLIO	A
PAGE	1
ARRIVE	10/5/2019
DEPART	10/6/2019
PAYMENT	MC 9117

DATE	REFERENCE	DESCRIPTION	
5-Oct-19	RT1412	Room Charge	$199.00
5-Oct-19	RT1412	SA Tourism PID Fee	$2.49
5-Oct-19	RT1412	County Tax	$3.53
5-Oct-19	RT1412	City/Local Tax	$18.13
5-Oct-19	RT1412	State Tax	$12.09
9-Oct-19	Payment	MC 9117	-$235.24

Total Charges	$235.24
Total Credits	-$235.24
Total Due	$0.00

I agree to remain personally liable for the payment of this account if the corporation or other third party billed fails to pay part or all of these charges.

SIGNATURE

Kim Becker
10/05-10/06/19
San Antonio

Casey Diane

Subject: FW: Your ride with Orlando on October 5

10/05- Transportation

OCTOBER 5, 2019 AT 11:12 AM

Thanks for riding with Orlando!

Lyft fare (10.23mi, 19m 26s)	$16.99
Tip	$4.00

PayPal account **$20.99**

Pickup 11:12 AM
E Terminal Dr, San Antonio, TX

Drop-off 11:32 AM
436 W Market St, San Antonio, TX

Expense Code: SAT FOR NAC

Kim Becker
10/05 - 10/06/19
San Antonio

Round Up & Donate

By rounding up their payments, our riders have donated over $15 million to causes they believe in.

SUPPORT YOUR CAUSE

TIP DRIVER

FIND LOST ITEM

REQUEST REVIEW

Help Center

Receipt #1322797429045404186

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

© Mapbox © OpenStreetMap Improve this map

© 2019 Lyft, Inc.
548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

Kim Becker
10/05 - 10/06/19
San Antonio

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: **Kimberly J. Becker** Department: **Executive, BU6**

Position: ☐ Board Member ☒ President/CEO ☐ General Counsel ☐ Chief Auditor
☐ All Other Authority Employees

DATE OF REQUEST: **08/28/19** DATE OF DEPARTURE/RETURN: **10/05/19 / 10/06/19**

DESTINATION / BUSINESS PURPOSE:

Destination: San Antonio, TX

Business Purpose: AAAE Policy Review Committee Meeting (part of AAAE Hoyt Annual Airport Conference)

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:		
• Airfare ☐ *check box for business class or equivalent (international only)*	$	**400.00**
• Rental Car	$	
• Other Transportation *(Taxi, TNC, Train, Bus)*	$	**100.00**
• Auto *(Gas, Parking/Tolls, Mileage)*	$	
B. Lodging	$	**250.00**
C. Meals and Incidental Expenses *(Per Diem)*	$	**100.00**
* D. Seminar and Conference Fees	$	**0.00**
E. Entertainment	$	
TOTAL PROJECTED TRAVEL EXPENSES	$	**850.00**

*Conference Registration Fee Waived - Kim is Attending the PRC Meetings Only

CERTIFICATION BY TRAVELER

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Kimberly J. Becker Date: 8/28/19

CERTIFICATION BY ADMINISTRATOR *(If Administrator is Executive Committee, Clerk certifies below.)*

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: [signature] Date: 8/30/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Martha Morales, Asst. Authority Clerk I, certify that this document was approved
(Name of Clerk)

by the Executive Committee at its September 23, 2019 meeting.
(Meeting Date)

Kim Becker
10/05- 10/06/18
San Antonio

AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES

AAAE DELIVERS SERVICE. INNOVATION. RESULTS.

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BILL WYATT

PRESIDENT & CEO
TODD J. HAUPTLI

DATE: **September 19, 2019**

TO: **Kim Becker, C.M.**

FROM: **Jacky Sher Raker, Executive Vice President, Meetings, Membership, Marketing, Administration and AAAE Foundation**

RE: **F. Russell Hoyt National Airports Conference**

Below is the current schedule for the 2019 F. Russell Hoyt National Airports Conference, AAAE Leadership events as well as your hotel information.

Our records show you will be arriving on **10/5/2019** at **11:30 AM** on **WN5340** and departing on **10/6/2019** at **3:44 PM** on **AA548**. A representative from Port San Antonio or San Antonio Airport System will meet you at your gate and take you to baggage claim. You are responsible for your ground transportation.

Your confirmation number at the Westin Riverwalk is **99727732.** The Westin Riverwalk is located at 420 West Market Street, San Antonio, TX, phone (210) 224-6500.

Saturday, October 5

6:30 – 8:30 p.m.	**Dinner for the American Association of Airport**
Olivares	**Executives Leadership**
River Level	Hosted by Port San Antonio or San Antonio Airport System

Sunday, October 6

8:30 - 9 a.m.	Continental Breakfast for AAAE Board of Directors/Policy
Hidalgo	Review Committee Meeting
Ballroom Level	
9 a.m. – 12:30 p.m.	AAAE Board of Directors/Policy Review Committee Meeting
Hidalgo	
Ballroom Level	
12:30 – 1:30 p.m.	AAAE Board of Directors/Policy Review Committee Lunch
Encino	
Lobby Level	

Sunday, October 6 – Tuesday, October 8

The F. Russell Hoyt National Airports Conference officially begins on Sunday, October 6 with an Opening Reception at 6 p.m. and concludes on Tuesday, October 8 with a 5pm closing reception hosted by the South Central Chapter. San Antonio is predicted to have temperatures ranging from 85 to 62 degrees. Dress is business casual for all meetings and events.

If you are aware of changes to your travel schedule, contact Erin O'Connor at (703) 797-2543 or erin.oconnor@aaae.org or me at (703) 575-2472 or jacky.sherraker@aaae.org. In addition, if there is anything that we can do to make your stay more pleasant, please let us know.

We look forward to seeing you in San Antonio!

U.S. General Services Administration

FY 2019 Per Diem Rates for San Antonio, Texas

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
San Antonio	**Bexar**	$61	$14	$16	$26	$5	$45.75

G. COX

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement | Businss and Travel Reimbursement Guidelines

Employee/Trip Information **Date:** 10/7/2019

Name: Greg Cox **Dept:** 2 - Board Services

Departure Date: 9/22/2019 **Return Date:** 9/25/2019 **Report Due:** 10/25/19

Destination: Washington, D.C.

Business Purpose: San Diego Chamber Mission to Washington D.C.

Expense Items not Included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Air Fare, Railroad, Bus	675.00								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare			25.17	14.18	20.23				59.58
Lodging			401.18	401.18					802.36
Telephone, Internet and Fax									-
Laundry									-
*Miscellaneous:									-
									-
	$ 675.00								$ 861.94

Expense Items Included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic | US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Breakfast	$18.00		18.00						18.00
Lunch	$19.00	19.00	19.00		19.00				57.00
Dinner	$34.00	34.00	34.00	34.00					102.00
Incidentals	$5.00	5.00	5.00	5.00	5.00				20.00
Total M&IE	$76.00	58.00	76.00	39.00	24.00				197.00
									-
Total Meal and Incidental Expenses		$ 58.00	$ 76.00	$ 39.00	$ 24.00	$ -	$ -	$ -	**197.00**

Explanation:

* Miscellaneous: 9/23 Transportation: $25.17= $17.17+$8.00 (See attached)

Trip Grand Total	1,733.94
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	675.00
Due Traveler - if positive amount, prepare check request **Due Authority** - if negative, attach check payable to SDCRAA	$1,058.94

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Linda Gehlken Ext.: x4557

Traveler's Signature: Greg Cox Date: 10/2/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: **Greg Cox** Department: **Board Office**

Position: ☒ Board Member ☐ President/CEO ☐ General Counsel ☐ Chief Auditor
☐ All Other Authority Employees

DATE OF REQUEST: **7/22/19** DATE OF DEPARTURE/RETURN: **9/22/19 / 9/25/19**

DESTINATION / BUSINESS PURPOSE:

Destination: Washington D.C.

Business Purpose: Attending S.D. Chamber "Mission to Washington DC"

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:		
• Airfare ☐ *check box for business class or equivalent (international only)*	$	750.00
• Rental Car	$	
• Other Transportation *(Taxi, TNC, Train, Bus)*	$	150.00
• Auto *(Gas, Parking/Tolls, Mileage)*	$	
B. Lodging	$	1,500.00
C. Meals and Incidental Expenses *(Per Diem)*	$	305.00
D. Seminar and Conference Fees	$	n/a
E. Entertainment	$	
TOTAL PROJECTED TRAVEL EXPENSES	$	2,705.00

CERTIFICATION BY TRAVELER

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Greg Cox Date: 7/23/19

CERTIFICATION BY ADMINISTRATOR *(If Administrator is Executive Committee, Clerk certifies below.)*

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: Date: 7/24/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Martha Morales, Asst. Authority Clerk I, certify that this document was approved
(Name of Clerk)

by the Executive Committee at its August 26, 2019 meeting.
(Meeting Date)

SUNDAY, SEPTEMBER 22

7:00 PM - 9:00 PM

Sunday - Welcome Reception sponsored by Verizon Wireless and Rancho Guejito
POV Rooftop, W Hotel Washington DC | 515 15th St NW, Washington, DC 20004

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:
- **Dante Dauz,** Director, Union of Pan Asian Communities (UPAC)
- **Jesus Román,** Vice President of Government Affairs, Verizon Wireless

MONDAY, SEPTEMBER 23

7:45 AM - 8:00 AM

Delegation Photo
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

8:00 AM - 9:00 AM

Monday - Breakfast sponsored by San Diego County Water Authority
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Comments:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Jim Madaffer**, Board Chair, San Diego County Water Authority
- **Mayor Kevin Faulconer,** City of San Diego

Featured speaker:
- **Ashlee Rich Stephenson**, Vice President & National Political Director, U.S. Chamber of Commerce

Speakers: Ashlee Rich Stephenson

General

9:30 AM - 10:30 AM

Panel: National Security & Rising Threats
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004
Objectives: Join us for an exciting panel that will cover a broad range of newsworthy topics including domestic terrorism including the rising threat of white nationalism, foreign affairs and our current tensions abroad, and cyber threats.
POC: Shawn VanDiver, shvandiver@deloitte.com

Speakers: Kristen Hajduk,
Shawn VanDiver,
Amy Spitalnick,
Molly Claflin

Education & Workforce Development

9:30 AM - 10:00 AM

US Chamber Foundation on High-Quality Early Childhood Education
US Chamber Headquarters, 1615 H St NW, Washington, DC 20062

Meeting Location: US Chamber Headquarters, 1615 H St NW, Washington, DC 20062 (0.4 miles walk from hotel)
ENTRANCE: Upon our arrival, please have the front desk give Jocelyn Ganzert (Coordinator, Political Affairs and Federation Relations) a call and she will escort us to the meeting room.
Meeting with: Senior Manager for Policy and Programs, Joshua Westfall
Meeting objectives: The path to that education starts with a solid foundation constructed in the first years of life. Investments in high-quality early childhood education and care support our current workforce (working parents) and strengthen business today while building the workforce we'll depend on tomorrow and for decades to come.
POC: Chamber: Sara Kamiab, skamiab@sdchamber.org, c: 760-685-3445, Jocelyn Ganzert, US Chamber Political Affairs and Federation Relations Coordinator, 202-463-5519, JGanzert@uschamber.com

Speakers: Joshua Westfall

Transportation & Tourism

10:00 AM - 11:00 AM

Meeting with Department of Transportation Leadership
1200 New Jersey Ave SE, Washington, DC 20590

Entrance directions: Arrive 15 minutes early for security. Delegates *MUST* have government-issued photo ID to gain access to the building. Sean Poole will meet you in the lobby and escort you up to the conference room.
Meeting with:
- **Anne Reinke- Deputy Assistant Secretary for Intergovernmental Affairs**
- **Dan DeBono- Chief Infrastructure Funding Officer**
- **Heather Dean- FHWA Congressional Affairs Officer**
- **Sean Poole- Senior Intergovernmental Affairs Officer**

Meeting Objectives:
- Regional mobility proposals
- SR-11
- Surface transportation bills
- Possible expansion of TIFIA
- Emerging technologies
- Passenger facility charge

Meeting Contact: Sean Poole (202) 366-3132 sean.poole@dot.gov

Speakers: Anne Reinke,
Dan DeBono,
Heather Dean

Education & Workforce Development

10:25 AM - 11:00 AM

Department of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel)
ENTRANCE: Enter from C street, Meet Jack Cox in the lobby to show IDs where we will be escorted to the conference room. Please allow extra time/be early for ID check.
Meeting with: Dept of Education, Office of Postsecondary Education Bob King
Meeting Objectives
- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Jack Cox, Bob's assistant, Jack.Cox@ed.gov

Speakers: Robert King

Energy & Water

10:30 AM - 11:00 AM

Bureau of Reclamation Commissioner Brenda Burman
1849 C Street, NW - Washington, DC 20240 - Conference Room 7637

Meeting with: Brenda Burman, Commissioner, Bureau of Reclamation
Location: Department of the Interior-Main Interior Building (MIB) - Bureau of Reclamation - 1849 C Street, NW - Washington, DC 20240 - Conference Room 7637.
Entrance/Security Information: Enter the MIB on the C Street side to go through the security checkpoint. Please allow sufficient time to clear the security checkpoint and ensure all meeting attendees bring a photo ID for security clearance.
POC: Sandy Eto (Bureau staff member), cell: 480-267-2416, office: 202-513-0673
Objectives:
- Advocate for affordable, safe, clean, reliable, sustainable, and diverse supplies of water
- Communicate importance of achieving greater water supply and independence, such as expanding water reuse and recycling programs, especially in light of recent statewide drought
- Advocate the Bureau of Reclamation to maintain funding for salinity control programs on the Colorado River
- Support Drought Contingency Plan (DCP) and maximize available storage at Lake Meade

- Advocate for federal funding through the Water Resources Development Act and Interior Appropriations, to ensure that Salton Sea restoration, as memorialized in the 2015 State-Federal Memorandum of Understanding, remains a federal priority
- Highlight the Carlsbad desalination plant as an example of a successful public-private partnership

Team Lead: Dan Denham, San Diego County Water Authority

Speakers: Brenda Burman, Sandy Eto

International Trade & Cross Border Commerce

10:30 AM - 11:30 AM

Meeting with U.S. Customs and Border Protection
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Meeting with: Todd Owen, Executive Assistant Commissioner, Office of Field Operations

Team leader: Nancy Gudino, International and Public Affairs Manager, Cross Border Xpress (CBX)

Meeting objectives:

Hear a general update from CBP on operations at land ports of entry including:

- Status of CBP's work to fill vacancies
- CBP's work to increase efficiencies at cargo inspections. CBP is looking at utilizing new technologies to expedite cargo processing at ports of entry, in order for trucks and train cars to be inspected while in motion.
- Work to consolidate Trusted Traveler Programs: NEXUS, SENTRI, and Global Entry - North American Trusted Traveler

Opportunity to share information, progress, or inquire about regional projects that enhance trade such as:

- Support for a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Otay Mesa East POE (video overview available in English and Spanish)

POC: Allison Suliveras (202)344-1909 allison.m.sulliveras@cpb.dhs.gov

Speakers: Todd Owen

Healthcare

11:00 AM - 11:30 AM

Meeting with Key Health Staffer from Rep. Frank Pallone's Office
2107 Rayburn HOB, 45 Independence Ave SW, Washington DC 20515

Meeting with: Una Lee, Chief Counsel on the Energy & Commerce Health Subcommittee

Meeting Objectives:

- 340B
- Drug pricing proposals
- Access and coverage

POC: Alexander Gristina, (202) 225-4671, alexander.gristina@mail.house.gov

12:00 PM - 1:00 PM

Monday - Luncheon sponsored by Metropolitan Water District of Southern CA
Dirksen Senate Building, Rm. SD-106, 50 Constitution Avenue NE, Washington, DC 20002

Please allow extra time for security checks at the building entrance.

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Meena Westford,** Special Projects Manager, Metropolitan Water District

Speakers:

- **Ambassador Carlos Gonzalez Gutierrez**, Consul General of Mexico in San Diego
- **Mexico Ambassador to the U.S. Martha Barcena**

Speakers: Ambassador Martha Barcena, Ambassador Carlos Gutierrez

Healthcare

1:30 PM - 2:00 PM

Meeting with Key Health Staffer from Sen. Harris' Office (Mellette)
112 Hart Senate Office Building, 120 Constitution Ave NE, Washington, DC 20002

Meeting with: Kelsey Mellette, Policy Advisor

Meeting Objectives:

- Share promising San Diego programs, including innovative pilot programs and collaborations
- Express concerns with some federal policies including 340B changes, the public charge rule, and challenges with coverage

POC: Kelsey Mellette, (202) 224-3553

Energy & Water

1:30 PM - 2:00 PM

Key House Energy & Commerce Committee - Environment & Climate Change Subcommittee Staffer
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with: Brendan Larkin, Key Staffer of the House Energy & Commerce Committee - Environment & Climate Change Subcommittee
Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003
Objectives:

- Advocate for Pure Water San Diego
- Advocate for Ocean Pollution Reduction Act II (OPRA II) of 2019 (Peters)
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution
- Increase funding of EPA's Border Water Infrastructure Program (BWIP)
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Brendan Larkin, brendan.larkin@mail.house.gov, office: (202) 225-5076
Team Lead: Lisa Kay, Alta Environmental

Speakers: Brendan Larkin

Transportation & Tourism

1:30 PM - 2:00 PM

Office of Sen. John Thune: Transportation Staff
511 Dirksen Senate Office Building, 50 Constitution Ave NE, Washington DC 20002

Meeting with: Chance Costello, Legislative Assistant for Transportation
Meeting Objectives:

- SR-11
- Regional mobility proposals
- Emerging technologies

POC: Johanna Scheich, (202) 224-2321, johanna_scheich@thune.senate.gov

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Department of State (DeptofStateMeeting)
U.S. Department of State, 2201 C Street NW Washington, D.C. 20520

Meeting with Department of State
Team leader: Consul General Sue Saarnio, U.S. Consulate in Tijuana
Meeting Objectives:

- Discuss efforts to reduce transboundary pollution impacting the Tijuana River Valley
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Reiterate our region's support for the USMCA

POC: Michael Gray, GrayMW3@state.gov
****Please arrive 30 minutes in advance for security clearance - A valid picture ID is required****

Speakers: Hugo F. Rodriguez Jr.

General

2:30 PM - 3:30 PM

Panel: San Diego Legislative Directors
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with:

- Jonathan Gilbert, Office of Rep. Mike Levin
- Reed Linsk, Office of Rep. Duncan Hunter
- Scott Hinkle, Office of Rep. Juan Vargas

- Sterling McHale, Office of Rep. Scott Peters
- Ian Staples, Office of Rep. Susan Davis

Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003

Objectives:

- Discuss legislative priorities with the Legislative Directors from San Diego's Congressional offices.

POC: Sophie Barnhorst, Chamber Staff, sbarnhorst@sdchamber.org, c: (619) 997-7680

Team Lead: Caroline Winn, SDG&E

Speakers: Ian Staples,
Sterling McHale,
Scott Hinkle,
Jonathan Gilbert

Transportation & Tourism

2:30 PM - 3:00 PM

Meeting with Rep. Napolitano's Legislative Director
1610 Longworth House Office Building, 15 Independence Ave SE, Washington, DC 20515

Meeting with: Joe Sheehy, Legislative Director for Representative Grace Napolitano (D- CA)

Meeting Objectives:

- Regional mobility proposals
- SR-11
- Emerging technology
- Reconciling differing priorities from California to the federal government

POC: Joe Sheehy, Joe.sheehy@mail.house.gov; (202) 225-5256

Education & Workforce Development

2:30 PM - 3:15 PM

Secretary and Deputy Secretary of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel, 1.0 mile from Dirksen Senate Office Building where lunch before is)

ENTRANCE:

- Enter from C street (Maryland Ave entrances currently closed)
- Once you enter the building, please go through security as directed
- Then sign in at the reception desk
- Please inform them you are here to see Cody Reynolds (they will call him to come down & escort group)
- **BRING YOUR ID**
- Please allow extra time/be early for ID check.

Meeting with: Secretary Betsy DeVos with Deputy Secretary of Education Dr. Mitchell Zais

Meeting Objectives:

- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Cody Reynolds, Cody.Reynolds@ed.gov, (202) 256-6827.

Speakers: Mitchell Zais,
Betsy Devos

International Trade & Cross Border Commerce

4:30 PM - 5:00 PM

Meeting with Department of Commerce (DeptofCommerce)
DOC, International Trade Administration U.S. Department of Commerce 1401 Constitution Ave NW

Meeting with Department of Commerce

Team leaders: Councilman William Sandke, City of Coronado & Courtney Hammond, Deloitte

Meeting Objectives:

- Share information about our outreach efforts to secure support for USMCA
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a new rail Port of Entry facility in Tecate with pre-inspection capacity.

Speakers: Richard Steffens

5:00 PM - 7:00 PM

Monday - Reception sponsored by Brownstein Hyatt Farber Schreck
Brownstein Hyatt Farber Schreck, 1155 F St NW Suite 1200, Washington, DC 20004

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Dante Dauz,** Union of Pan Asian Communities (UPAC)
- Brownstein Hyatt Farber Schreck

TUESDAY, SEPTEMBER 24

6:00 AM - 7:00 AM

Sunrise Monuments Run

POC: Paola Avila, SDRCC Vice President of International Business Affairs (858)245-6362

8:00 AM - 9:00 AM

Tuesday - Breakfast sponsored by San Diego State University
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Welcome:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:

- **Adrienne Vargas,** VP, University Relations and Development, San Diego State University

Speakers:

- **Acting Secretary of Labor Patrick Pizzella**
- **Ambassador C.J. Mahoney,** Deputy United States Trade Representative, Office of the USTR

Speakers: Patrick Pizzella, Ambassador C.J. Mahoney

General

9:00 AM - 9:30 AM

Congressman Mike Levin
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Congressman Mike Levin on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

9:30 AM - 10:30 AM

Panel: Making National Policies Work Locally to Solve Homelessness
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

One of the most pressing challenges to the San Diego region is how best to address homelessness. Join us for a panel discussion to hear from national leadership regarding local response, the role of the private sector, and how best to leverage partnerships to make real impacts.

Panel Participants:

- Norm Suchar, Office of Special Needs Assistance Programs, U.S. Department of Housing & Urban Development
- Nan Roman, President & CEO, National Alliance to End Homelessness
- Lindsay Knotts, Policy Director, U.S. Interagency Council on Homeless

POC: Stefanie Benvenuto (714) 336-6536, sbenvenuto@sdchamber.org

Moderators: Rick Gentry

Energy & Water

9:30 AM - 10:30 AM

Meeting with U.S. Department of Energy Leadership
U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585

Meeting with: Conner Prochaska, Chief Commercialization Officer, U.S. Department of Energy
Location: U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585
Entrance/Security: ***DOE is a high-security building so plan to arrive at 9:30 am. The meeting will begin at 10:00 am after everyone has checked in and is escorted to the meeting room. Ask for Sheryl Gelfand, 202-584-5039, at the lobby visitors desk.
Objectives:

- Advocate for DOE research funding for energy storage
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Sheryl Gelfand, 202-584-5039, sheryl.gelfand@hq.doe.gov
Team Lead: Warren Ruis

Speakers: Conner Prochaska

Defense & Security

9:30 AM - 10:00 AM

Principal Deputy Under Secretary for Benefits, Margarita Devlin
Department of Veterans Affairs, 1800 G Street, NW, Washington, DC 20006

Meeting with: Principal Deputy Under Secretary for Benefits, Margarita Devlin
Location: U.S. Department of Veterans Affairs Administration Offices, 1800 G Street, NW, in Washington, DC 20006
Objectives:

- Share the region's process in addressing veteran transition issues, including employment trends and challenges
- Request departmental assistance in refining VASH vouchers and screening processes

POC: Andrea Downs, 202-461-9820 Andrea.downs@va.gov
Team Lead: Dennis DuBard, General Dynamics NASSCO

10:00 AM - 10:30 AM

Director Phil Keith, Community Oriented Policing Services (COPS)
145 N St NE, Washington, DC 20002

Meeting with: Director Phil Keith, Director of Community Oriented Policing Services
Team Lead: Jack Schaeffer
Meeting Objectives: Update on grant funding, discuss San Diego's regional challenges in law enforcement and efforts to bring about more innovative solutions.
POC: Alicia Coleman, acoleman@cops.usdoj.gov

Transportation & Tourism

10:00 AM - 10:30 AM

Meeting with Congressman John Garamendi
2368 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Congressman John Garamendi
Meeting Objectives:

- Share progress on regional mobility plans
- Discuss conflicting priorities between state and federal leadership, seek advice on how best to move forward with local priorities
- Thank the Representative for his continued support and partnership in San Diego

POC: Tessa Browne, tessa.browne@mail.house.gov, (202) 225-1880

Education & Workforce Development

10:00 AM - 10:30 AM

Department of Labor, Office of the Secretary
DOL: 200 Constitution Ave, NW; ETA Conference Room; S-2322

Meeting Location: Department of Labor, 200 Constitution Ave, NW, Washington, DC 20210 (1.2 miles from W Hotel)
ENTRANCE: Please enter USDOL located at 200 Constitution Ave. NW, through our Visitor's Entrance (Fountain Entrance) on 3rd and C Street, NW. Once checked-in at security, please have the officers call their office at (202) 693-2772 and someone will escort the group to the meeting.
Meeting with: Chief of Staff to the Secretary of Labor, Timothy Taylor & Department of Labor Employment and Training Administration staff
Meeting Objectives:

- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants

- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Amy Bosserdet, Executive Assistant to John Pallasch, 202.693.2772, bosserdet.amy.e@dol.gov

Speakers: Timothy Taylor

General

10:45 AM - 11:30 AM

Rep. Susan Davis & Rep. Scott Peters
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Rep. Susan Davis & Rep. Scott Peters on the political landscape in Washington, DC and about their policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Speakers: Scott Peters,
Susan Davis

12:00 PM - 1:00 PM

Tuesday - Luncheon sponsored by Kaiser Permanente
Convene, 575 7th St NW, Washington, DC 20004

Entrance: Rideshares should be instructed to drop off at 575 7th Street Terrell Place, **not 575 F Street or 575 E Street.** For those metroing, Convene (Terrell Place) is across the street from the Chinatown Metro Station and just a short walk from Metro Center. To exit the Chinatown Metro Station go to the upper most floor and follow signs for the 7th and F Street exit, ride the escalators up to the street level and walk straight ahead across the street. The entrance will be directly in front of you with Capital One arena behind you and past Rosa Mexicana to the left.
*Join **Rep. Scott Peters** (CA-52) and other panelists to hear about how bipartisanship and businesses play a vital role in addressing climate change. The panel will also cover the Climate Playbook – Rep. Peters' effort to pass actionable climate legislation, and what America outside of San Diego thinks about climate change.*
Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Rodger Dougherty**, Senior Director of Public Affairs, Kaiser Permanente

Panelists:

- **Rev. Mitch Hescox**, President, Evangelical Environmental Network
- **Dr. Margaret Leinen**, Vice Chancellor for Marine Sciences, Director of Scripps Institution of Oceanography, Dean of the School of Marine Sciences
- **Tiernan Sittenfeld**, Senior Vice President for Government Affairs, League of Conservation Voters

Speakers: Scott Peters,
Mitch Hescox,
Margaret Leinen,
Tiernan Sittenfeld

Healthcare

1:30 PM - 2:15 PM

Meeting with Centers for Medicare & Medicaid Services
200 Independence Ave SW, Washington DC 20201

Entrance Directions: Please arrive 15 minutes in advance for security. Call Carrie Iqbal upon arrival (240) 412-5332

Meeting with: Demetrios L. Kouzoukas (Principal Deputy Administrator), Carol Blackford (Director, Hospital & Ambulatory Policy), Donald Thompson (Director, Division of Acute Care)

Meeting Objectives:

- 340B
- Disproportionate Share Hospitals
- Changes in coverage and access including the impact of the public charge rule

POC: Carie Iqbal, carie.iqbal@cms.hhs.gov (240) 412-5332

Defense & Security

1:45 PM - 2:15 PM

Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: Lucian Niemeyer

2:00 PM - 4:30 PM

Pentagon Tour & Briefing

An exclusive opportunity to tour the Pentagon and hear the latest on how innovation meets policy and national defense in one building.
Entrance/Security: ***The Pentagon is a high security building and security will take time to get through. Please arrive at 2:00 pm. The tour/briefing will start at 2:30 pm.
POC: Jaelin Lespier, Pentagon Staff, 703-697-4786
Team Lead: Shawn VanDiver, shvandiver@deloitte.com

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Nancy Pelosi's Staff

Meeting with: Katherine Monge & Jaime Lizarraga, Senior Policy Advisors
Team leader: Monique Rodriguez, QUALCOMM
Meeting Objectives:

- Convey our support for USMCA, share outreach efforts to secure support, and ask to bring the agreement forward for a vote
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for HR 132 (NADBank Improvement Act of 2019), HR 3895 (NADBank Pollution Solution Act), HR 511 (Tijuana River Navy Impact Resolution), and HR 4039 (Border Water Infrastructure Improvement Act)
- Increase funding of EPA's Border Water Infrastructure Program

Supporting Documents:

- NADBank TJRV Diversion Study
- SD County - SB 507 Needs & Opportunities Assessment

Speakers: Katherine Monge,
Jaime Lizarraga

Energy & Water

2:30 PM - 3:15 PM

Meeting with U.S. Environmental Protection Agency
1200 Pennsylvania Ave NW, Washington, DC 20004

Team leaders: Neil Mohr, Republic Services & Mayor Serge Dedina, City of Imperial Beach
Objectives:

- Advocate for Pure Water San Diego
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for H.R. 132 (R.Cuellar - NADBank Improvement Act of 2019), H.R. 3895 (R. Vargas & Peters - NADBank Pollution Solution Act), H.Res. 511 (R. Davis - Tijuana River Navy Impact Resolution), H.R. 4039 (R. Levin - Border Water Infrastructure Improvement Act), and S. 267 (Feinstein).

Supporting Documents:

- NADBank Tijuana River Diversion Study
- County of San Diego - S.B. 507 Needs and Opportunities Assessment

Speakers: Lisa Almodovar,
Hector Aguirre,
Brent Maier,
Dave Ross,
Sally Gutierrez,
Greg Spraul,
Maria Lopez-Carbo,
John Ravenscroft,
Emily Isaacs

Defense & Security

2:30 PM - 3:00 PM

James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: James B. Balocki

Healthcare

2:45 PM - 3:15 PM

Meeting with Key Health Staffer from Rep. Peters' Office
2338 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Anais Borja, Health Policy for Representative Peters
Meeting Objectives:
- Preservation of the 340B program
- Policies to support Disproportionate Share Hospitals
- Highlight innovative policy solutions currently implemented in San Diego

POC: Anais Borja, anais.borja@mail.house.gov

Speakers: Anais Borja

General

3:45 PM - 4:15 PM

Rep. Juan Vargas
Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Hear from Rep. Juan Vargas on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Office of Rep. Vargas, Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Speakers: Juan Vargas

5:00 PM - 7:00 PM

Tuesday - Reception sponsored by Cox Communications
The Watergate Hotel, 2650 Virginia Ave NW, Washington, DC 20037

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:
- **Cassandra Weinlein**, Government Affairs Manager, Cox Communications
- **Michael Hadland,** Government Affairs Manager, Cox Communications

10:00 PM - 1:00 AM (September 25, 2019)

Late Night Capitol Tour with Congressman Vargas

Please note that this tour concludes around 1:00 AM. WEAR COMFORTABLE SHOES AND PLEASE BE ON TIME.

Meeting Location: Meet inside of the 24-hour entrance to Longworth, which is located on S. Capitol Street SE, between Independence Avenue SW and C Street SW.

At this late night Capitol visit, Congressman Juan Vargas will give an exclusive, behind-the-scenes tour and share interesting historical facts on the national landmark.

Speakers: Juan Vargas

WEDNESDAY, SEPTEMBER 25

8:00 AM - 9:00 AM

Wednesday - Breakfast & Closing Session
Studio Room, W Hotel, 515 15th St NW, Washington, DC 20004

Attend the breakfast and closing session for a chance to win a pair of round-trip flights courtesy of Southwest Airlines, and more!

Plus, we will feature a light hearted conversation with two campaign operatives who will discuss campaign money, the future of Democrats vs. Republicans, and what to expect (or how to plan for the unexpected) in 2020's election cycle.
Comments:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Panelists:

- Corey Platt, Founder, Act Now on Climate PAC
- Kelly Sadler, Communications Director, America First Action Super PAC

Speakers: Corey Platt,
Kelly Sadler

10:15 AM - 11:45 AM

White House Tour

REGISTRATION IS CLOSED. MAKE SURE YOU'RE ON THIS CONFIRMED LIST. Print this BOARDING PASS or ask Chamber staff for a copy. This pass is required for check in.

Prohibited:

- Handbags, book bags, backpacks or purses
- Video Recorders, flash photography or live stream as well as talking or texting on cellular phones
- Food or beverages, tobacco products, personal grooming items (i.e. makeup, lotion, etc.)
- Any pointed objects, aerosol containers

Bring with you:

- A Valid Government-Issued Photo ID - Drivers Licenses, Military IDs, Green Cards, and Passports are all valid forms of identification. US Citizens who are age 17 and under do not need a government-issued ID.
- Foreign Passport - All foreign nationals must present a passport, regardless of age.
- RSVP Info Must Match Your ID - All security information submitted to the White House using the RSVP link must match the valid, government-issued photo ID presented to US Secret Service on the day of your tour.
- Printed Boarding Pass

Arrival:

- Arrive 15 Minutes Before Scheduled Tour Time - This will help facilitate check in and clearing security.
- Enter the White House Complex at the intersection of 15th St NW and Alexander Hamilton Place NW
- Dress for the weather - Guests will be standing outside before their tour.
- Eat a snack and hydrate prior to arrival - Guests are prohibited from bringing outside food and drink into the White House.
- There are no restrooms available inside the White House - Restrooms are located at the Ellipse Visitor Pavilion and the White House Visitor Center.
- Only approved guests are permitted on tours - Unapproved additions and/or substitutions to your guest list are strictly prohibited and will be turned away by US Secret Service.

Cruz, Cheryl A

From: Katie Tran <ktran@sdchamber.org>
Sent: Wednesday, August 14, 2019 8:54 AM
To: Gehlken Linda
Subject: Registration Confirmed - 2019 Mission to Washington, D.C.

Dear Linda:

Please save this email for future reference.

Event: 2019 Mission to Washington, D.C.
Number in Party: 1
Time: 7:00 pm
Date: September 22, 2019
Location: W Hotel Washington, DC
Address: 515 15th St NW, Washington, District of Columbia, 20004
Dress:

Group Confirmation Number: N8N7JHKZSBQ

Primary Registrant (Gregory Cox)
Confirmation Number: M5N8P3TZ2Z9

Gregory Cox

Order Date	Order Type	Item	Item Type	Amt Ordered	Amt Paid	Amt Due
14-Aug-2019 11:53 AM ET	Offline Charge	Event Registration	Admission Item	$0.00	$0.00	$0.00
				Amt Ordered	**Amt Paid**	**Amt Due**
			Total	$0.00	$0.00	$0.00

To view or modify the online registration for anyone in your group, Click here. You will be asked to enter your name and the group confirmation number shown above.

If you no longer want to receive emails from Katie Tran,
Opt-Out

TRAVELTRUST

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

ADD TO OUTLOOK

Thursday, 15AUG 2019 12:22 PM EDT

Passengers: GREGORY RICHARDSON COX (02)

Agency Reference Number: VZNEDA

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

Southwest Airlines Confirmation M4QOBZ

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

AIR Sunday, 22SEP 2019

Southwest Airlines
From: Albuquerque NM, USA
To: Houston Hobby TX, USA
Stops: Nonstop

Flight Number: 3138
Depart: 03:30 PM
Arrive: 06:40 PM
Duration: 2 hour(s) 10 minute(s)
Status: CONFIRMED

Class: L- Coach/Economy
Miles: 751 / 1202 KM

Equipment: Boeing 737-700 Jet

Southwest Airlines Confirmation number is M4QOBZ

AIR ~~Sunday, 22SEP 2019~~ MONDAY, SEPTEMBER 23, 2019

Southwest Airlines
From: Houston Hobby TX, USA
To: Washington Reagan Natl DC, USA
Stops: Nonstop

Flight Number: ~~4374~~ 1207
Depart: ~~07:45 PM~~ 7:20 AM
Arrive: ~~11:45 PM~~ 11:20 AM
Duration: 3 hour(s) 0 minute(s)
Status: CONFIRMED

Class: L- Coach/Economy
Miles: 1203 / 1925 KM

Equipment: Boeing 737-700 Jet

Southwest Airlines Confirmation number is M4QOBZ

AIR Wednesday, 25SEP 2019

Southwest Airlines
From: Washington Reagan Natl DC, USA
To: San Diego CA, USA
Stops: 1
Austin TX, USA

Flight Number: 1295
Depart: 05:55 PM
Arrive: 10:00 PM
Duration: 6 hour(s) 20 minute(s)
Status: CONFIRMED

Class: L- Coach/Economy
Miles: 2461 / 3938 KM

Equipment: Boeing 737 Jet
ARRIVES SAN TERMINAL 1

Southwest Airlines Confirmation number is M4QOBZ

A PORTION OF THIS TRIP MAY BE REFUNDABLE. PLEASE RETURN UNUSED PORTIONS TO TRAVELTRUST FOR POSSIBLE REFUND.

SOUTHWEST AIRLINES CONFIRMATION NUMBER - M4QOBZ
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: GREGORY RICHARDSON COX
Ticket Nbr: WN2109172193 Electronic Tkt: No Amount: 620.00
Base: 542.32 Tax: 77.68
Charged to: AX**********1013

Service fee: GREGORY RICHARDSON COX
Date issued: 8/15/2019
Document Nbr: XD0771683939 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 620.00
Total Fees: 30.00
Total Amount: 650.00

Click here 24 hours in advance to obtain boarding passes:
SOUTHWEST

Click here to review Baggage policies and guidelines:
SOUTHWEST

TSA Guidance- a government issued photo id is needed for checkin.
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Saturday from 9am-1pm Pacific.
For EMERGENCY AFTERHOURS assistance in the US, please call 888-221-6043 and use VIP Code SJE72.
You can also use the Direct Dial Number 682-233-1914 or the collect number 682-647-0061.
Each call is billable at a minimum $25.00 per call/reservation

TRAVELTRUST

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

ADD TO OUTLOOK

New flight

Wednesday, 25SEP 2019 2:47 PM EDT

Passengers: GREGORY RICHARDSON COX (02)

Agency Reference Number: VZNEDA

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

Southwest Airlines Confirmation M4QOBZ

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

AIR Wednesday, 25SEP 2019

Southwest Airlines
From: Washington Reagan Natl DC, USA
To: St Louis Intl MO, USA
Stops: Nonstop

Flight Number: 1804
Depart: 11:35 AM
Arrive: 12:40 PM
Duration: 2 hour(s) 5 minute(s)
Status: CONFIRMED

Class: L- Coach/Economy
Miles: 707 / 1131 KM

Equipment: Boeing 737-700 Jet
ARRIVES STL TERMINAL 2
Southwest Airlines Confirmation number is M4QOBZ

AIR Wednesday, 25SEP 2019

Southwest Airlines
From: St Louis Intl MO, USA
To: San Diego CA, USA
Stops: Nonstop

Flight Number: 2480
Depart: 1:45 PM
Arrive: 3:35 PM
Duration: 3 hour(s) 50 minute(s)
Status: CONFIRMED

Class: L- Coach/Economy
Miles: 1554 / 2486 KM

Equipment: Boeing 737-700 Jet
DEPARTS STL TERMINAL 2 - ARRIVES SAN TERMINAL 1
Southwest Airlines Confirmation number is M4QOBZ

A PORTION OF THIS TRIP MAY BE REFUNDABLE. PLEASE RETURN UNUSED PORTIONS TO TRAVELTRUST FOR POSSIBLE REFUND.
SOUTHWEST AIRLINES CONFIRMATION NUMBER - M4QOBZ
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: GREGORY RICHARDSON COX
Ticket Nbr: WN2109172193 Electronic Tkt: No Amount: 620.00
Base: 542.32 Tax: 77.68
Charged to: AX**********1013

Ticket for: GREGORY RICHARDSON COX
Ticket Nbr: WN2123621725 Electronic Tkt: No Amount: 0.00
Base: 0.00 Tax: 0.00

Charged to: AX**********1013

Service fee: GREGORY RICHARDSON COX
Date issued: 8/15/2019
Document Nbr: XD0771683939 Amount: 30.00
Charged to: AX**********1013

Service fee: GREGORY RICHARDSON COX
Date issued: 9/25/2019
Document Nbr: XD0788897891 Amount: 25.00
Charged to: AX**********1013

Total Tickets: 620.00
Total Fees: 55.00
Total Amount: 675.00

Click here 24 hours in advance to obtain boarding passes:
SOUTHWEST

Click here to review Baggage policies and guidelines:
SOUTHWEST

TSA Guidance- a government issued photo id is needed for checkin.
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.
For Additional security information visit www.tsa.gov.
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.
Follow us on Twitter @Traveltrustcorp

Thank you for choosing Traveltrust!
Our Business Hours are Sunday 10pm - Friday 10pm Pacific
Saturday from 9am-1pm Pacific.
For EMERGENCY AFTERHOURS assistance in the US, please call 888-221-6043 and use VIP Code SJE72.
You can also use the Direct Dial Number 682-233-1914 or the collect number 682-647-0061.
Each call is billable at a minimum $25.00 per call/reservation

Cruz, Cheryl A

From: Cox, Greg
Sent: Tuesday, September 24, 2019 4:43 PM
To: Cruz, Cheryl A
Subject: FW: Thanks for tipping! We've updated your Monday morning trip receipt

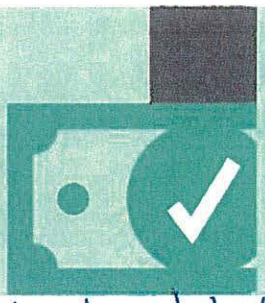
From: Uber Receipts <uber.us@uber.com>
Sent: Tuesday, September 24, 2019 4:41 PM
To: Cox, Greg <Greg.Cox@sdcounty.ca.gov>
Subject: Thanks for tipping! We've updated your Monday morning trip receipt

Uber

Total: $17.17
Mon, Sep 23, 2019

Thanks for tipping, Greg

Thanks for tipping! We've updated your Monday morning trip receipt



9/23/19 - Airport to Hotel

Total $17.17

You earned 28 points on this trip

Trip Fare $7.37

Subtotal	$7.37
Tolls, Surcharges, and Fees	$6.80
Tip	$3.00

Amount Charged

•••• 5141 Switch	$14.17
•••• 5141 Switch	$3.00

Receipt ID # b29e257d-07b7-4e42-8a77-2ae0646cf435

You rode with Mohammad

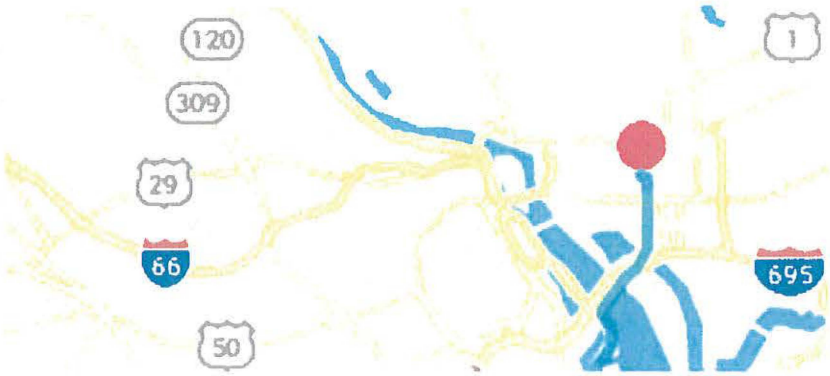
4.94 ★ Rating

Mohammad is known for:

Excellent Service

Issued by Drinnen on behalf of Rasier

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

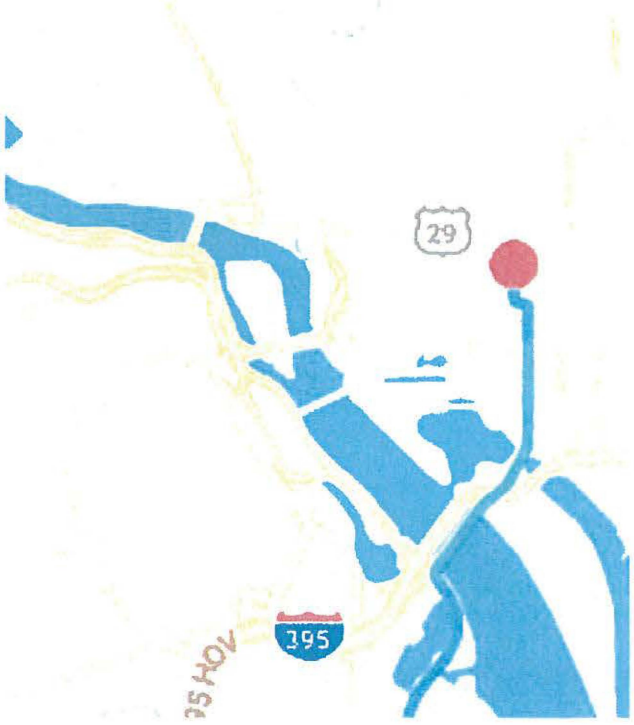


12:02pm

1 Aviation Cir, Arlington, VA

12:12pm

1455 F St NW, Washington, DC



TAXICAB RECEIPT

Time: _____

Date: 9/23/19

Origin of trip: STATE DEPT

Destination: W HOTEL

Fare: $9 00 Sign: _____

9-23-19

Meeting @ State Dept.
to W Hotel

Cruz, Cheryl A

From: Uber Receipts <uber.us@uber.com>
Sent: Wednesday, September 25, 2019 6:45 AM
To: Cox, Greg
Subject: Thanks for tipping! We've updated your Tuesday evening trip receipt

Uber

Total: **$14.18**
Tue, Sep 24, 2019

Thanks for tipping, Greg

Thanks for tipping! We've updated your Tuesday evening trip receipt

Total $14.18

You earned 22 points on this trip

9-24-19 Recept. @ Watergate Hotel to W Hotel

Trip Fare	$7.76
Subtotal	$7.76
Tolls, Surcharges, and Fees	$3.42
Tip	$3.00

Amount Charged

•••• 5141 Switch $11.18

•••• 5141 Switch $3.00

Receipt ID # 22188254-d070-433a-8777-baff82c183f5

You rode with Juan

4.89 ★ Rating

Juan is known for:

Excellent Service

Issued by Rasier

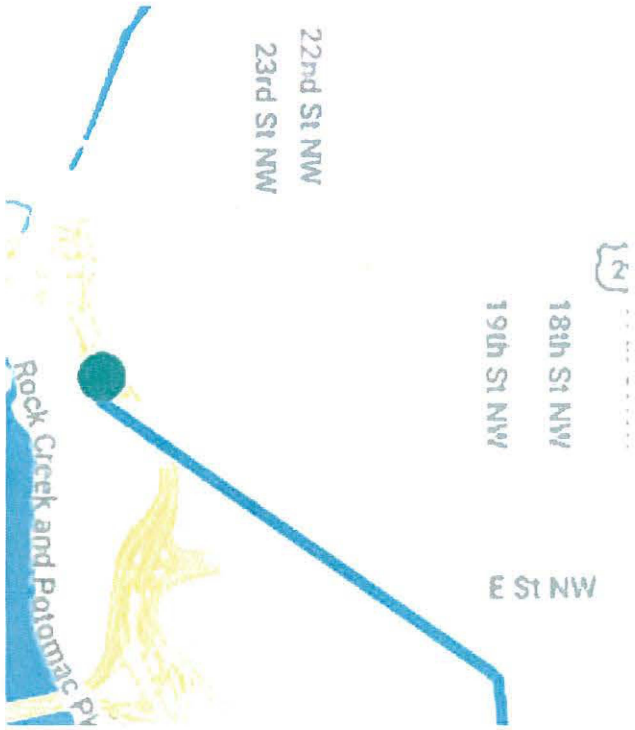
When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

07:47pm

2552 Virginia Ave NW,
Washington, DC

07:57pm

555 15th St NW, Washington,
DC



Invite your friends and family.

Get $5 off your next ride when you refer a friend to try Uber. Share code: gregc9619ue

Uber

Save up to 5% when you purchase Uber Cash

Choose the smart way to pay for Uber. You can purchase directly in the Uber app. Learn more

REPORT LOST ITEM › | CONTACT SUPPORT › | MY TRIPS ›

FAQ

Forgot password

Uber Technologies
1455 Market St
San Francisco, CA 94103

Privacy

Terms

Cruz, Cheryl A

From: Uber Receipts <uber.us@uber.com>
Sent: Wednesday, September 25, 2019 7:33 AM
To: Cox, Greg
Subject: Thanks for tipping! We've updated your Wednesday morning trip receipt

Uber

Total: **$20.23**
Wed, Sep 25, 2019

Thanks for tipping, Greg

Thanks for tipping! We've updated your Wednesday morning trip receipt

9-25-19 W Hotel to Airport

Total $20.23

You earned 34 points on this trip

Trip Fare	$9.47
Subtotal	$9.47
Wait Time	$0.19
Tolls, Surcharges, and Fees	$7.57
Tip	$3.00

Amount Charged

•••• 5141 Switch $17.23

•••• 5141 Switch $3.00

Receipt ID # 2ac5fb63-6d24-43b0-9fc3-6881c3407c91

You rode with Betty

4.78 ★ Rating

Betty is known for:

Excellent Service

Issued by Rasier

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

09:50am

515 15th St NW, Washington, DC

10:11am

1 Aviation Cir, Arlington, VA

Invite your friends and family.

Get $5 off your next ride when you refer a friend to try Uber. Share code: gregc9619ue

Uber

Save up to 5% when you purchase Uber Cash

Choose the smart way to pay for Uber. You can purchase directly in the Uber app. Learn more

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

Gregory Cox
[redacted]
United States Of America
201140 - 2019 MISSION TO WASHINGTON, DC

Page Number	:	1	Invoice Nbr	: 327842
Guest Number	:	750261		
Folio ID	:	A		
Arrive Date	:	23-SEP-19	12:18	
Depart Date	:	25-SEP-19	09:35	
No. Of Guest	:	1		
Room Number	:	529		
Marriott Bonvoy Number	:	1718		

Copy Tax Invoice

Tax ID :
W Washington D WASWH SEP-25-2019 09:35 LSSAG468

Date	Reference	Description	Charges (USD)	Credits (USD)
23-SEP-19	RT529	Room Chrg - Grp - Corporate	349.00	
23-SEP-19	RT529	Occupancy/Tourism	52.18	
24-SEP-19	RT529	Room Chrg - Grp - Corporate	349.00	
24-SEP-19	RT529	Occupancy/Tourism	52.18	
25-SEP-19	MC	MasterCard / Diners Intl-5141		-802.36
	For Authorization Purpose Only			
	xxxxxx5141			
	Date	Time Code	Authorized	
	23-SEP-19			

Continued on the next page

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

CSV Print

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
District of Columbia	**Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)**	**$76**	$18	$19	$34	$5	**$57.00**

I'm interested in:

AMY GONZALEZ

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

ORIGINAL (LILAC) - ACCOUNTING

CHECK REQUEST

CR # 00985

ISSUE CHECK TO THE ORDER OF:

Amy Gonzalez
3225 N. Harbor Drive
San Diego, CA 92101

DATE ISSUED: **10/3/2019**

ORIGINATING DEPARTMENT/BUSINESS UNIT: **General Counsel**

PREPARED BY/EXT.	REVIEWED BY: ACCTG
Kendy Rios	**x2424**

FOR PAYMENT OF THE FOLLOWING:

INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
		Travel Expense for Amy Gonzalez	$1,153.23
		Destination: Seattle, WA	
		CHECK REQUEST TOTAL	1,153.23

SPECIAL INSTRUCTIONS:

Reason not processed as a Contract or P.O. – Required field - please X one reason

X	Infrequent/Unforeseen (1)		Insurance/Benefits (7)
	De Minimis amount (Less than $5K) (2)		Contract in Process (8)
	Required quick timeframe (3)		Outside Scope of Contract (9)
	Dues/Subscription/Membership (4)		Common Practice (10)
	Meetings/Conferences/Seminars/Sponsorships (5)		Approved Exception (11)
	Employee Reimbursement (6)		OTHER: (12)

I CERTIFY THE CLAIM IS TRUE AND CORRECT INCLUDING ANY APPLICABLE TERMS AND CONDITIONS HAVE BEEN FULFILLED

DEPARTMENTAL AUTHORIZED SIGNATURE

DISTRIBUTION OF CHARGES – TO BE COMPLETED BY ORIGINATING DEPARTMENT/BUSINESS UNIT

DEPARTMENT/ BUSINESS UNIT	GL ACCOUNT.SUBSIDIARY	WORK ORDER/ TRACKING ORDER	LOCATION/ ASSET NUMBER	AMOUNT
15	15.66300			
	Total amount distributed - must equal Check Request Total above			$ 1,153.23

ACCOUNTING DEPARTMENT USE ONLY

VENDOR NO.

INVOICE NO. 0

INVOICE DATE: 01/00/00

PYMT DATE:

RT TO BU _____ SEP CK _____

APPROVED FOR PROCESSING

ACCOUNTING DEPARTMENT

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
TRAVEL EXPENSE REIMBURSEMENT REPORT - Authority Employees
(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement Business and Travel Reimbursement Guidelines

Employee/Trip Information **Date:**

Name: Amy Gonzalez **Dept:** 15
Departure Date: 9/12/2019 **Return Date:** 9/17/2019 **Report Due:** 10/17/19
Destination: Seattle
Business Purpose: American Bar Association Annual Meeting & Conference

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/12/19 Thursday	9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	9/18/19 Wednesday	
Air Fare, Railroad, Bus		588.59							588.59
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare									-
Lodging		401.64							401.64
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:		30.00							30.00
									-
	$ -								$1,020.23

Expense items included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

	GSA Per Diem for Domestic: Enter Daily Per Diem Rate	US Dept of State Per Diem for International: 9/12/19 Thursday	9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	9/18/19 Wednesday	
Breakfast	$18.00	18.00	18.00						36.00
Lunch	$19.00		19.00						19.00
Dinner	$34.00	34.00	34.00						68.00
Incidentals	$5.00	5.00	5.00						10.00
Total M&IE	$76.00	57.00	76.00	-	-				133.00
Approved Meal Exception Above Per Diem Rate[1]									-
Total Meal and Incidental Expenses		$ 57.00	$ 76.00	$ -	$ -	$ -	$ -	$ -	133.00

Explanation: Substantiation for exception should be attached

Trip Grand Total	1,153.23
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	-
Due Traveler - if positive amount, prepare check request	
Due Authority - if negative, attach check payable to SDCRAA	$1,153.23

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certifies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Kendy Rios Ext.: 2424

Traveler's Signature: Amy L Date: 10/2/2019

Administrator's Signature: _____ Date: _____

CEO/Vice President Approval[1]: _____ Date: _____
(Required if meal(s) reimbursed above the Per Diem Rate)

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:
Travelers Name: **Amy Gonzalez** Dept: **15**
Position: ☐ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor
☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **8/6/19** PLANNED DATE OF DEPARTURE/RETURN: **9/12/19** / **9/13/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):
Destination: Seattle, WA Purpose: ABA Conference
Explanation:

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:	
• AIRFARE	$ **600.00**
• *RENTAL CAR (Must complete page 2)	$
• OTHER TRANSPORTATION (Taxi, Train)	$ **60.00**
B. LODGING	$ **380.00**
C. MEALS	$ **100.00**
D. SEMINAR AND CONFERENCE FEES	$
E. ENTERTAINMENT (If applicable)	$
F. OTHER INCIDENTAL EXPENSES	$
TOTAL PROJECTED TRAVEL EXPENSE	$

*Permitted in limited circumstances; must be pre-approved. Provide a copy of Out-of-Town Travel Request form to Risk Management prior to travel in order to obtain insurance identification card covering rental period.

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.
Travelers Signature: Amy L Date: 8-6-2019

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).
By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Malina Morales, Asst. Authority Clerk I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its August 22, 2019 meeting.
(Leave blank and we will insert the meeting date.)

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All out-of-town travel requests must conform to applicable provisions of Policy 3.30.
B. Once traveler completes form, submit to the traveler's Administrator for approval (for Board Members, President/CEO, General Counsel and Chief Auditor, Administrator is Board Executive Committee).

TRAVELER INFORMATION:

Traveler Name: **Amy Gonzalez** Department: **15**

Position: ☐ Board Member ☐ President/CEO ☐ General Counsel ☐ Chief Auditor
☐ All Other Authority Employees

DATE OF REQUEST: **8/6/19** DATE OF DEPARTURE/RETURN: **9/12/19** / **9/13/19**

DESTINATION / BUSINESS PURPOSE:

Destination: Seattle, WA Business Purpose: ABA Conference

PROJECTED OUT-OF-TOWN TRAVEL EXPENSES:

A. Transportation Costs:	
• Airfare ☐ *check box for business class or equivalent (international only)*	$ **600.00**
• Rental Car	$
• Other Transportation *(Taxi, TNC, Train, Bus)*	$ **60.00**
• Auto *(Gas, Parking/Tolls, Mileage)*	$
B. Lodging	$ **380.00**
C. Meals and Incidental Expenses *(Per Diem)*	$ **100.00**
D. Seminar and Conference Fees	$
E. Entertainment	$
TOTAL PROJECTED TRAVEL EXPENSES	$

CERTIFICATION BY TRAVELER

By my signature below, I certify the following:

1. The above-listed projected out-of-town travel expenses conform to Policy 3.30, are reasonable and directly related to Authority business; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Travelers Signature: Amy L Date:

CERTIFICATION BY ADMINISTRATOR *(If Administrator is Executive Committee, Clerk certifies below.)*

By my signature below, I certify the following:

1. I have reviewed this out-of-town travel request and made inquiries to determine that the out-of-town travel and identified expenses are directly related to and necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefits to the Authority; and
2. I have attended training regarding my responsibilities pursuant to Policy 3.30 within the past two years.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____ , certify that this document was approved
(Name of Clerk)

by the Executive Committee at its _____ meeting.
(Meeting Date)

TRAVELTRUST

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

ADD TO OUTLOOK

Tuesday, 20AUG 2019 05:45 PM EDT

Passengers: AMY GONZALEZ (15)

Agency Reference Number: SYMMNG

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

Alaska Airlines Confirmation SYMOEK
United Airlines Confirmation NYDP7N

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.
PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.
PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.
PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.

AIR Thursday, 12SEP 2019

Alaska Airlines
From: San Diego CA, USA
To: Seattle/Tacoma WA, USA
Stops: Nonstop
Seats: 07C
Equipment: Airbus A321 Jet
DEPARTS SAN TERMINAL 2
Alaska Airlines Confirmation number is SYMOEK

Flight Number: 1133
Depart: 06:15 AM
Arrive: 09:15 AM
Duration: 3 hour(s) 0 minute(s)
Status: CONFIRMED
MEAL: FOOD FOR PURCHASE

Class: T- Coach/Economy

Miles: 1038 / 1661 KM

AIR Friday, 13SEP 2019

Alaska Airlines
From: Seattle/Tacoma WA, USA
To: Tampa Intl FL, USA
Stops: Nonstop
Seats: 12C
Equipment: Boeing 737 Jet
Alaska Airlines Confirmation number is SYMOEK

Flight Number: 0770
Depart: 08:25 AM
Arrive: 05:00 PM
Duration: 5 hour(s) 35 minute(s)
Status: CONFIRMED
MEAL: FOOD FOR PURCHASE

Class: R- Economy

Miles: 2516 / 4026 KM

AIR Tuesday, 17SEP 2019

United Airlines Operated By: /MESA AIRLINES DBA UNITED EXPRESS	**Flight Number**: 6212	Class: T- Coach/Economy
From: Tampa Intl FL, USA	**Depart**: 12:03 PM	
To: George Bush Intercontinental Houston, TX	**Arrive**: 01:29 PM	
Stops: Nonstop	Duration: 2 hour(s) 26 minute(s)	
Seats: 19B	Status: CONFIRMED	Miles: 779 / 1246 KM
Equipment: E7W/AIR	MEAL: Food and Bev for Purchase	
ARRIVES IAH TERMINAL B		
United Airlines Confirmation number is NYDP7N		

AIR Tuesday, 17SEP 2019

United Airlines	**Flight Number**: 1870	Class: T- Coach/Economy
From: George Bush Intercontinental Houston, TX	**Depart**: 02:20 PM	
To: San Diego CA, USA	**Arrive**: 03:38 PM	
Stops: Nonstop	Duration: 3 hour(s) 18 minute(s)	
Seats: 29A	Status: CONFIRMED	Miles: 1310 / 2096 KM
Equipment: Boeing 737-800 Jet	MEAL: FOOD FOR PURCHASE	
DEPARTS IAH TERMINAL C - ARRIVES SAN TERMINAL 2		
United Airlines Confirmation number is NYDP7N		

THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR
THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE
YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
ALASKA AIRLINES CONFIRMATION NUMBER - SYMOEK
UNITED AIRLINES CONFIRMATION NUMBER - NYDP7N
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: AMY GONZALEZ
Date issued: 8/20/2019 Invoice Nbr: 5549091
Ticket Nbr: AS7391427991 Electronic Tkt: Yes Amount: 311.59 USD
Base: 263.25 US Tax: 19.74 USD XT Tax: 28.60 USD
Charged to: AX**********1013

Ticket for: AMY GONZALEZ
Date issued: 8/20/2019 Invoice Nbr: 5549092
Ticket Nbr: UA7391427992 Electronic Tkt: Yes Amount: 247.00 USD
Base: 208.37 US Tax: 15.63 USD XT Tax: 23.00 USD
Charged to: AX**********1013

Service fee: AMY GONZALEZ
Date issued: 8/20/2019
Document Nbr: XD0771939242 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 558.59
Total Fees: 30.00
Total Amount: 588.59

Click here 24 hours in advance to obtain boarding passes:
ALASKA
UNITED

Click here to review Baggage policies and guidelines:
ALASKA

Fairmont
OLYMPIC HOTEL

411 University Street
Seattle, Washington 98101
T 206 621 1700 F 206 682 9633

Room	:	0223
Folio #	:	1041956
Cashier #	:	539
Page #	:	1 of 1

Group Name Aba- Forum On Air & Space Law Annu

American Bar Association
Ms Amy Gonzalez
Unknown

Arrival	:	09-12-19
Departure	:	09-13-19

Date	Description	Additional Information		Charges	Credits
09-12-19	Georgian Room	Room# 0223 : CHECK# 634153		32.53	
09-12-19	ABA - Air & Space Law			309.00	
09-12-19	Room Tax - 15.6%			48.20	
09-12-19	Seattle Tourism Assessment			2.00	
09-13-19	Visa	XXXXXXXXXXXX7462	XX/XX		391.73
09-13-19	Refreshment Center	Room# * : CHECK# 635007		9.91	
09-13-19	Visa	XXXXXXXXXXXX7462	XX/XX		9.91
		Total		**401.64**	**401.64**
		Balance Due		**0.00**	

Thank you for choosing Fairmont Hotels & Resorts.
To provide feedback about your stay please contact Markus Treppenhauer, General Manager, at Markus.Treppenhauer@Fairmont.com.
We also invite you to share memories of your experience on our community forum - visit www.everyonesanoriginal.com.

For information or reservations, visit us at
www.fairmont.com or call Fairmont Hotels & Resorts from:
United States or Canada 1 800-441-1414

I agree that my liability for this bill is not waived and I agree to be held personally liable in the event that the indicated person, company, travel agent or association fails to pay for the full amount of the charges. Overdue balance subject to a surcharge at the rate of 1.5% per month. (19.56% per annum). All accounts deemed delinquent may be subject to legal fees and all other costs associated with the bill. Account is payable on presentation or departure.

I have accepted delivery of The New York Times. Had I refused, I would have been eligible for a $.50 (Mon - Sat) and $2.00 (Sun) credit to my account. (At participating hotels).

Thank you for choosing to stay with Fairmont Hotels & Resorts

Baggage Receipt

Gonzalez Amy

From: Alaska Airlines <Alaska.Mobile@alaskaair.com>
Sent: Wednesday, September 11, 2019 9:30 PM
To: Gonzalez Amy
Subject: Alaska Airlines Baggage Receipt

Thank you for using a mobile device to pay for your checked baggage.

BAGGAGE RECEIPT

The Visa card ending with ***7462 has been charged a total of $30.00 USD on September 11, 2019 for your San Diego, CA to Seattle, WA trip.

Traveler: Amy Gonzalez
Number of Bags: 1
Fee: $30.00

TOTAL: $30.00 USD

If you have any questions, please call Customer Care at 1-800-654-5669, Monday-Friday, between 8:00 a.m. and 5:45 p.m. (PT) or Saturday between 8:00 a.m. and 5:00 p.m. (PT).

Thanks again!

Alaska Airlines
https://nam03.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.alaskaair.com&data=01%7C01%7Cagonzale%40san.org%7C343ab0613ba449b10fbb08d73739dd15%7Ca87ab59c02b1470fb3164a3649f06dbf%7C0&sdata=6UxQYuO2ger0yFueToaXeVM5sjAriyEf0tjVP5dsKww%3D&reserved=0

GSA U.S. General Services Administration

FY 2019 Per Diem Rates for Seattle, Washington

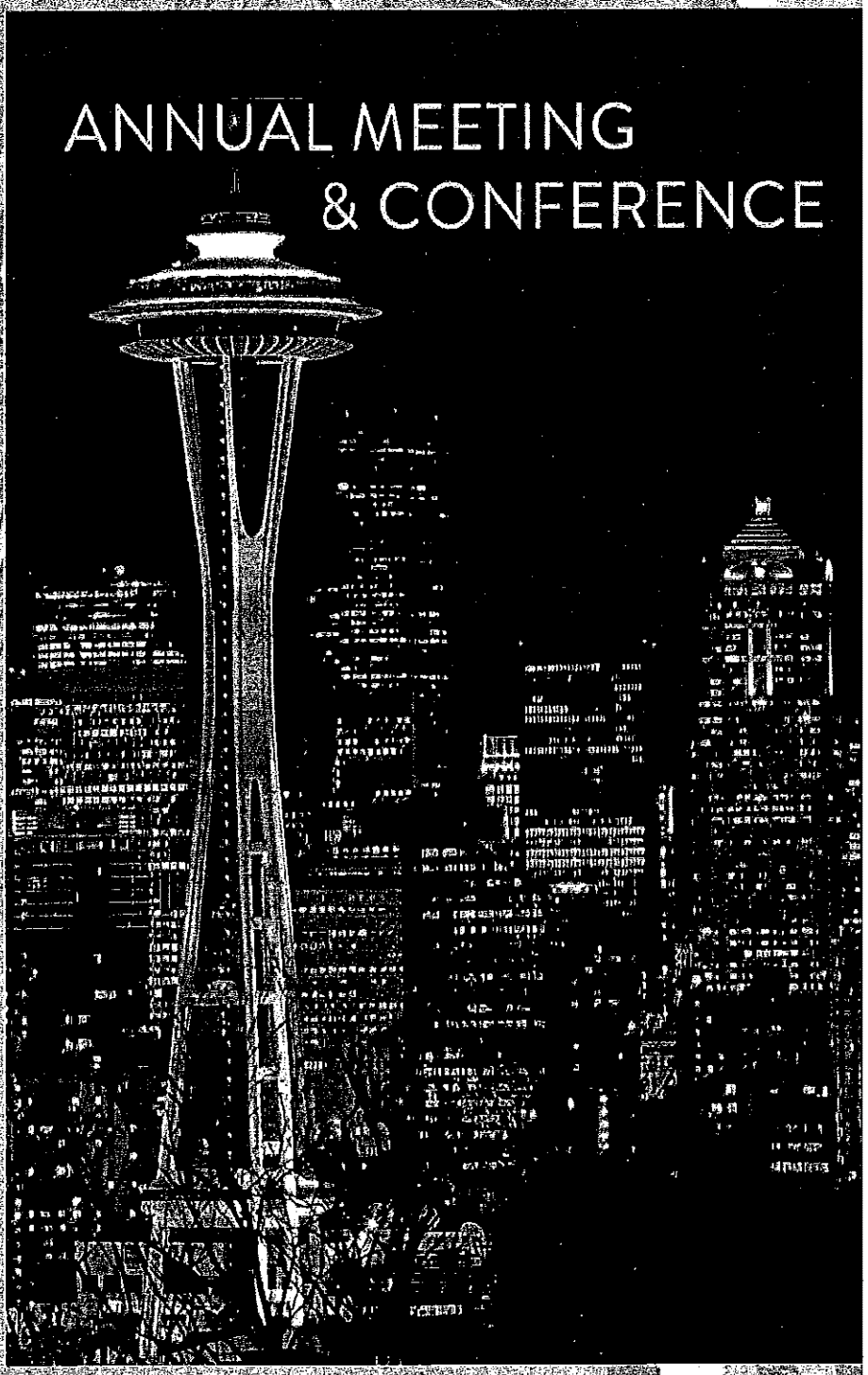
Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Seattle	**King**	$76	$18	$19	$34	$5	$57.00

AMERICANBARASSOCIATION

Forum on Air and Space Law

ANNUAL MEETING & CONFERENCE



SEPTEMBER 12-13, 2019

Fairmont Olympic Hotel
Seattle, WA

ABA FORUM ON AIR & SPACE LAW 2019 ANNUAL CONFERENCE

PROGRAM SCHEDULE

THURSDAY, SEPTEMBER 12, 2019

7:00 – 8:00 am
REGISTRATION & CONTINENTAL BREAKFAST — **SPANISH FOYER**
TECH CAFE

8:00 – 8:15 am
WELCOME
Jennifer Trock
Partner, Baker McKenzie, and Forum Chair

8:15 – 8:30 am
KEYNOTE SPEAKER
Arjun Garg
Chief Counsel, FAA

8:30 – 9:45 am
INTEGRATING NEW TECHNOLOGIES INTO THE NATIONAL AIRSPACE SYSTEM (NAS) — **SPANISH BALLROOM**

MODERATOR:
Joshua Turner
Partner, Wiley Rein

SPEAKERS:
Kimberly Darrin
Public Policy Director, AT&T Mobility, Bothell, Washington
Reggie Govan
Former Chief Counsel, FAA, Washington, DC
Dr. Tom Prevot
Director, Airspace Systems, Uber, San Francisco, CA
Bob Roth
Director, Software Development, Prime Air, Seattle, WA

9:45 – 10:45 am

WHO ARE YOU, REALLY? A LOOK AT THE LEGAL ISSUES SURROUNDING IDENTITY VERIFICATION AND AVIATION SECURITY — SPANISH BALLROOM

MODERATOR:
Rachel Welford
Attorney, Cozen O'Connor, Washington, DC

SPEAKERS:
Azhar Hussain
Legal Counsel, Dallas Fort Worth International Airport, Dallas, TX
Susan Prosnitz
Deputy Chief Counsel, Regulations & Security Standards, Transportation Security Administration, Washington, DC
Oliver Reimers
Corporate Counsel, JetBlue Airways, New York, NY

10:45 – 11:00am

NETWORKING BREAK — SPANISH FOYER
TECH CAFE

11:00 am – 12:00 pm

AIRLINE DISABILITY REGULATION: A NOSE-TO-TAIL REVIEW OF EMERGING GLOBAL TRENDS AND OTHER HOT TOPICS — SPANISH BALLROOM

MODERATOR:
Evelyn Sahr
Chair, Aviation Group, Eckert Seamans Cherin & Mellott, LLC, Washington, DC

SPEAKERS:
Heather Ansley
Associate Executive Director, Government Relations, Paralyzed Veterans of America, Washington, DC
Livaughn Chapman
Deputy Assistant General Counsel for Aviation Enforcement and Proceedings, U.S. Department of Transportation, Washington, DC
Doug Lavin
Vice President, Member and External Relations, North America, International Air Transport Association, Washington, DC
Maren L. Matal
Senior Attorney, Southwest Airlines, Washington, DC

12:00 –1:30 pm

LUNCHEON — SPANISH BALLROOM

DON'T FORGET TO SIGN-IN FOR CLE

WI-FI CODE: Fairmont_Meeting

PASSWORD: aba2019

1:30 – 2:45 pm

COMPETITION: A 360-DEGREE VIEW OF AIRPORT ACCESS

MODERATOR:
Bill Stallings
Partner, Mayer Brown, Washington, DC

SPEAKERS:
Sheryl Bregman
General Counsel, San Francisco International Airport, San Francisco, CA
Mika Clark Tupy
Managing Counsel – Antitrust & Competition, United Airlines, Chicago, IL
Peter Irvine
Associate Director, DOT Office of Aviation Analysis, Washington, DC
Bob Kneisley
Associate General Counsel, Southwest Airlines, Washington, DC
Huntley Lawrence
Director, Aviation Department, Port Authority of New York and New Jersey, New York, NY

2:45 – 3:15 pm

MID-AFTERNOON NETWORKING BREAK

TECH CAFÉ SPANISH FOYER

3:15 – 4:30 pm

AIRPORTS: HELP! WHAT HAPPENS WHEN EVERYTHING GOES WRONG?

SPANISH BALLROOM

MODERATOR:
Bill O'Connor
Partner, Cooley LLP, Washington, DC

SPEAKERS:
Amy Gonzalez
General Counsel, San Diego Airport, San Diego, CA
Daniel Ridlon
Partner, Perkins Coie, Seattle, WA
Kimberly Patrick
Deputy City Attorney, City of Atlanta (Hartsfield-Jackson Airport), Atlanta, GA
Tom Tanaka
Deputy General Counsel, Port of Seattle, Seattle, WA

5:30 – 7:00 pm

COCKTAIL RECEPTION

Amazon Spheres - 2111 7th Avenue, Seattle
(10-minute walk from the Fairmont Olympic Hotel)
Visitors will have access to tour the Spheres from **5:00 - 6:15 pm**

AIRBUS WINSTEAD amazon.com

FRIDAY SEPTEMBER 13, 2019

7:00 – 8:00 am

REGISTRATION, CONTINENTAL BREAKFAST & TECH CAFÉ — SPANISH FOYER

8:15 – 8:30 am

PROGRAM CO-CHAIRS WELCOME: — SPANISH BALLROOM

Brian Friedman
Director, Litigation & Regulatory Counsel, JetBlue Airways, New York, NY

Jeremy Ross
Senior Corporate Counsel, Aviation, Amazon.com, Seattle, WA

Jack Rossi
Associate General Counsel, Regulatory & Commercial Law, Alaska Airlines, Seattle, WA

8:30 – 9:30 am

DRONES: PUSHING THE REGULATORY ENVELOPE — SPANISH BALLROOM

MODERATOR:
Marc Warren
Partner, Jenner & Block, Washington, DC

SPEAKERS:
Sean Cassidy
Director, Safety & Regulatory, Amazon Prime Air, Seattle, WA

Courtney Freeman
Attorney, FAA, Washington, DC

Michael Huerta
Former Administrator, FAA, Washington, DC

Sara Jones
Senior Manager, Boeing HorizonX, Seattle, WA

M. Anne Swanson
Partner, Wilkinson Barker Knauer

9:30 – 10:30 am

SPACE COMMERCE – STEADY GROWTH, ECONOMIC BUBBLE, OR SOMETHING ELSE? — SPANISH BALLROOM

MODERATOR:
Michael Mendelson
Partner, Wissing Miller, Baltimore, MD

SPEAKERS:
David Karnes
Of Counsel, Kutack Rock, COMSTAC Member and former Senator from Nebraska, Omaha, NE

Ruth-Pritchard Kelly
VP Regulatory Affairs, OneWeb, Washington, DC

Audrey Powers
Deputy General Counsel, Blue Origin, Washington, DC

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

ORIGINAL (LILAC) - ACCOUNTING

CHECK REQUEST

CR # 00986

ISSUE CHECK TO THE ORDER OF:	DATE ISSUED
Amy Gonzalez 3225 N. Harbor Drive San Diego, CA 92101	**10/3/2019**
	ORIGINATING DEPARTMENT/BUSINESS UNIT **General Counsel**
	PREPARED BY/EXT. **Kendy Rios** / REVIEWED BY: ACCTG **x2424**

FOR PAYMENT OF THE FOLLOWING

INVOICE #	INVOICE DATE	DESCRIPTION	AMOUNT
		Travel Expense for Amy Gonzalez	$1,054.59
		Destination: Tampa, FL	
		CHECK REQUEST TOTAL	**1,054.59**

SPECIAL INSTRUCTIONS:

Reason not processed as a Contract or P.O. Required field - please X one reason

X	Infrequent/Unforeseen (1)		Insurance/Benefits (7)
	De Minimis amount (Less than $5K) (2)		Contract in Process (8)
	Required quick timeframe (3)		Outside Scope of Contract (9)
	Dues/Subscription/Membership (4)		Common Practice (10)
	Meetings/Conferences/Seminars/Sponsorships (5)		Approved Exception (11)
	Employee Reimbursement (6)		OTHER: (12) _____

I CERTIFY THE CLAIM IS TRUE AND CORRECT INCLUDING ANY APPLICABLE TERMS AND CONDITIONS HAVE BEEN FULFILLED

DEPARTMENTAL AUTHORIZED SIGNATURE

DISTRIBUTION OF CHARGES - TO BE COMPLETED BY ORIGINATING DEPARTMENT/BUSINESS UNIT

DEPARTMENT/ BUSINESS UNIT	GL ACCOUNT.SUBSIDIARY	WORK ORDER/ TRACKING ORDER	LOCATION/ ASSET NUMBER	AMOUNT
15	15.66300			
Total amount distributed - must equal Check Request Total above				$ 1,054.59

ACCOUNTING DEPARTMENT USE ONLY

VENDOR NO. _____

INVOICE NO. 0

INVOICE DATE: 01/00/00

PYMT DATE:

RT TO BU _____ SEP CK _____

APPROVED FOR PROCESSING

ACCOUNTING DEPARTMENT

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
TRAVEL EXPENSE REIMBURSEMENT REPORT - Authority Employees
(To be completed within 30 days from travel return date for domestic travel; 45 days for International travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement | Business and Travel Reimbursement Guidelines

Employee/Trip Information — **Date:** 10/1/2019

Name: Amy Gonzalez — **Dept:** General Counsel 15
Departure Date: 9/13/2019 — **Return Date:** 9/17/2019 — **Report Due:** 10/17/19
Destination: Tampa, FL
Business Purpose: 2019 ACI-NA Annual Conference And Exhibition

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	9/18/19 Wednesday	9/19/19 Thursday	
Air Fare, Railroad, Bus	688.59								-
Conference Fees	945.00								-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare		27.12	12.00	11.00	11.00	15.36			76.48
Lodging		240.78	240.78	240.78	240.78				963.12
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:						14.99			14.99
									-
	$ 1,533.59								$1,054.59

Expense Items Included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic | US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/13/19 Friday	9/14/19 Saturday	9/15/19 Sunday	9/16/19 Monday	9/17/19 Tuesday	9/18/19 Wednesday	9/19/19 Thursday	
Breakfast									-
Lunch	$16.00					16.00			16.00
Dinner	$26.00	26.00	26.00	26.00	26.00	26.00			130.00
Incidentals	$5.00	5.00	5.00	5.00	5.00	5.00			25.00
Total M&IE	$47.00	31.00	31.00	31.00	31.00	47.00	-		171.00
Approved Meal Exception Above Per Diem Rate[1]									-
Total Meal and Incidental Expenses		$ 31.00	$ 31.00	$ 31.00	$ 31.00	$ 47.00	$ -	$ -	171.00

Explanation: Substantiation for exception should be attached

Trip Grand Total	2,759.18
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	1,533.59
Due Traveler - If positive amount, prepare check request	
Due Authority - if negative, attach check payable to SDCRAA	$1,225.59

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Kendy Rios — Ext.: _____

Traveler's Signature: Amy L — Date: 10/2/19

Administrator's Signature: _____ — Date: _____

CEO/Vice President Approval[1]: _____ — Date: _____
(Required if meal(s) reimbursed above the Per Diem Rate)

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:
Travelers Name: **Amy Gonzalez** Dept: **15**
Position: ☐ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor
☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **8/6/19** PLANNED DATE OF DEPARTURE/RETURN: **9/13/19 / 9/16/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):
Destination: Tampa, FL Purpose: ACI 2019 Annual Conference
Explanation:

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:	
• AIRFARE	$ **850.00**
• *RENTAL CAR (Must complete page 2)	$
• OTHER TRANSPORTATION (Taxi, Train)	$ **60.00**
B. LODGING	$ **1,000.00**
C. MEALS	$ **350.00**
D. SEMINAR AND CONFERENCE FEES	$
E. ENTERTAINMENT (If applicable)	$
F. OTHER INCIDENTAL EXPENSES	$
TOTAL PROJECTED TRAVEL EXPENSE	$

*Permitted in limited circumstances; must be pre-approved. Provide a copy of Out-of-Town Travel Request form to Risk Management prior to travel in order to obtain insurance identification card covering rental period.

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.
Travelers Signature: Amy L Date: 8-6-2019

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).
By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Martha Morales, Asst. Authority Clerk I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its August 26, 2019 meeting.
(Leave blank and we will insert the meeting date.)

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: **Amy Gonzalez** Dept: **15**

Position: ☐ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor

☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **8/6/19** PLANNED DATE OF DEPARTURE/RETURN: **9/13/19** / **9/16/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):

Destination: Tampa, FL Purpose: ACI 2019 Annual Conference

Explanation:

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:	
• AIRFARE	$ **850.00**
• *RENTAL CAR (Must complete page 2)	$
• OTHER TRANSPORTATION (Taxi, Train)	$ **60.00**
B. LODGING	$ **1,000.00**
C. MEALS	$ **350.00**
D. SEMINAR AND CONFERENCE FEES	$
E. ENTERTAINMENT (If applicable)	$
F. OTHER INCIDENTAL EXPENSES	$
TOTAL PROJECTED TRAVEL EXPENSE	$

*Permitted in limited circumstances; must be pre-approved. Provide a copy of Out-of-Town Travel Request form to Risk Management prior to travel in order to obtain insurance identification card covering rental period.

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature: Amy L Date: 8-6-2019

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, _____, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its _____ meeting.
(Leave blank and we will insert the meeting date.)

TRAVELTRUST

Traveltrust Corporation
374 North Coast Hwy 101
Encinitas, CA 92024
Phone: (760) 635-1700

ADD TO OUTLOOK

Tuesday, 20AUG 2019 05:45 PM EDT

Passengers: AMY GONZALEZ (15)

Agency Reference Number: SYMMNG

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

Alaska Airlines Confirmation SYMOEK
United Airlines Confirmation NYDP7N

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt

PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.
PER MANDATORY IATA RESOLUTION 830D,
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PER MANDATORY IATA RESOLUTION 830D,
YOUR CONTACT DETAILS HAVE BEEN GIVEN
TO THE AIRLINE FOR FLIGHT MODIFICATIONS ONLY.

AIR Thursday, 12SEP 2019

Alaska Airlines	**Flight Number**: 1133	Class: T- Coach/Economy
From: San Diego CA, USA	**Depart**: 06:15 AM	
To: Seattle/Tacoma WA, USA	**Arrive**: 09:15 AM	
Stops: Nonstop	Duration: 3 hour(s) 0 minute(s)	
Seats: 07C	Status: CONFIRMED	Miles: 1038 / 1661 KM
Equipment: Airbus A321 Jet	MEAL: FOOD FOR PURCHASE	
DEPARTS SAN TERMINAL 2		

Alaska Airlines Confirmation number is SYMOEK

AIR Friday, 13SEP 2019

Alaska Airlines	**Flight Number**: 0770	Class: R- Economy
From: Seattle/Tacoma WA, USA	**Depart**: 08:25 AM	
To: Tampa Intl FL, USA	**Arrive**: 05:00 PM	
Stops: Nonstop	Duration: 5 hour(s) 35 minute(s)	
Seats: 12C	Status: CONFIRMED	Miles: 2516 / 4026 KM
Equipment: Boeing 737 Jet	MEAL: FOOD FOR PURCHASE	

Alaska Airlines Confirmation number is SYMOEK

AIR Tuesday, 17SEP 2019

United Airlines Operated By: /MESA AIRLINES DBA UNITED EXPRESS	**Flight Number**: 6212	Class: T- Coach/Economy
From: Tampa Intl FL, USA	**Depart**: 12:03 PM	
To: George Bush Intercontinental Houston, TX	**Arrive**: 01:29 PM	
Stops: Nonstop	Duration: 2 hour(s) 26 minute(s)	
Seats: 19B	Status: CONFIRMED	Miles: 779 / 1246 KM
Equipment: E7W/AIR	MEAL: Food and Bev for Purchase	
ARRIVES IAH TERMINAL B		
United Airlines Confirmation number is NYDP7N		

AIR Tuesday, 17SEP 2019

United Airlines	**Flight Number**: 1870	Class: T- Coach/Economy
From: George Bush Intercontinental Houston, TX	**Depart**: 02:20 PM	
To: San Diego CA, USA	**Arrive**: 03:38 PM	
Stops: Nonstop	Duration: 3 hour(s) 18 minute(s)	
Seats: 29A	Status: CONFIRMED	Miles: 1310 / 2096 KM
Equipment: Boeing 737-800 Jet	MEAL: FOOD FOR PURCHASE	
DEPARTS IAH TERMINAL C - ARRIVES SAN TERMINAL 2		
United Airlines Confirmation number is NYDP7N		

THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR
THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE
YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
ALASKA AIRLINES CONFIRMATION NUMBER - SYMOEK
UNITED AIRLINES CONFIRMATION NUMBER - NYDP7N
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: AMY GONZALEZ
Date issued: 8/20/2019 Invoice Nbr: 5549091
Ticket Nbr: AS7391427991 Electronic Tkt: Yes Amount: 311.59 USD
Base: 263.25 US Tax: 19.74 USD XT Tax: 28.60 USD
Charged to: AX**********1013

Ticket for: AMY GONZALEZ
Date issued: 8/20/2019 Invoice Nbr: 5549092
Ticket Nbr: UA7391427992 Electronic Tkt: Yes Amount: 247.00 USD
Base: 208.37 US Tax: 15.63 USD XT Tax: 23.00 USD
Charged to: AX**********1013

Service fee: AMY GONZALEZ
Date issued: 8/20/2019
Document Nbr: XD0771939242 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 558.59
Total Fees: 30.00
Total Amount: 588.59

Click here 24 hours in advance to obtain boarding passes:
ALASKA
UNITED

Click here to review Baggage policies and guidelines:
ALASKA

User GONZALEZ, AMY

Back

Purchase Confirmation

Purchase Information

Date of Purchase: Aug 8 2019 5:36PM
Ms. Amy Gonzalez
Purchase Number: 18971
Payment method: Credit card
Order Number: 105952.00
Transaction Numbers:

Detail

Code	Type	Description	Quantity	Unit Price	Extended Amount
19309/REG	MEETING	Full Conference Registration	1	$945.00	$945.00
19309/3	MEETING	Legal Affairs Committee	1	$0.00	$0.00
				Total:	$945.00
				Payments:	-$945.00
				Balance:	$0.00

Registrant Detail

Registrant ID	Registrant Name	Meeting	Confirmation Number
32129	Ms. Amy Gonzalez	2019 Annual Conference & Exhibition	105952

OK PRINT

MARRIOTT

TAMPA MARRIOTT WATER STREET — **GUEST FOLIO**

2629	GONZILEZ/AMY	209.00	09/17/19		DUPLICATE 10:51	33933	56699
ROOM	NAME	RATE	DEPART	TIME		ACCT#	GROUP
BALK	PO BOX 82776		09/13/19				
TYPE	SAN DIEGO NE		ARRIVE	TIME			
	92138						
ROOM		VSXXXXXXXXXXXX7462				MB#:	122810197
CLERK	ADDRESS	PAYMENT					

DATE	REFERENCES		CHARGES	CREDITS	BALANCES DUE
09/13	TELECOMM	FREEHSIA	.00		
09/13	~~ROOM SVC~~	~~241528229~~	~~43.64~~		
09/13	ROOM REV	2629, 1	209.00	240.78	
09/13	ROOM TAX	2629, 1	30.28		
09/13	TMD FEE	TMD FEE	1.50		
09/14	TELECOMM	FREEHSIA	.00		
09/14	ROOM REV	2629, 1	209.00	240.78	
09/14	ROOM TAX	2629, 1	30.28		
09/14	TMD FEE	TMD FEE	1.50		
09/15	TELECOMM	FREEHSIA	.00		
09/15	ROOM REV	2629, 1	209.00	240.78	
09/15	ROOM TAX	2629, 1	30.28		
09/15	TMD FEE	TMDFEE	1.50		
09/16	~~WATER~~	~~1~~	~~5.00~~		
09/16	TELECOMM	FREEHSIA	.00		
09/16	ROOM REV	2629, 1	209.00	240.78	
09/16	ROOM TAX	2629, 1	30.28		
09/16	TMD FEE	TMD FEE	1.50		
09/17	CCARD-VS	REX C/O		1006.76	
	VSXXXXXXXXXXXX7462				.00
				-43.64	
				$963.12	

MARRIOTT

TAMPA MARRIOTT WATER STREET
700 S FLORIDA AVENUE
TAMPA FL 33602

Treat yourself to the comfort of Marriott Hotels in your home. Visit ShopMarriott.com.

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

Rios Kendy

To: Gonzalez Amy
Subject: RE: Thanks for tipping! We've updated your Friday evening trip receipt

From: Uber Receipts <uber.us@uber.com>
Sent: Saturday, September 14, 2019 7:59 PM
To: Gonzalez Amy <agonzale@san.org>
Subject: Thanks for tipping! We've updated your Friday evening trip receipt

Total: **$27.12**
Fri, Sep 13, 2019

Thanks for tipping, Amy

Thanks for tipping! We've updated your Friday evening trip receipt

Total $27.12

Trip Fare	$16.47
Subtotal	$16.47
Wait Time	$0.19
Tolls, Surcharges, and Fees	$6.95

Tip $3.51

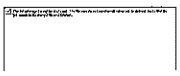
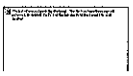
Amount Charged

•••• 5009 Switch $23.61

•••• 5009 Switch $3.51

A temporary hold of $23.42 was placed on your payment method •••• 5009 at the start of the trip. This is not a charge and has or will be removed. It should disappear from your bank statement shortly. Learn More

You rode with Raymond

  4.89 Rating

Raymond is known for:

Excellent Service

Rios Kendy

To: Gonzalez Amy
Subject: RE: Thanks for tipping! We've updated your Saturday evening trip receipt

From: Uber Receipts <uber.us@uber.com>
Sent: Sunday, September 15, 2019 3:26 PM
To: Gonzalez Amy <agonzale@san.org>
Subject: Thanks for tipping! We've updated your Saturday evening trip receipt

Total: **$12.00**
Sat, Sep 14, 2019

Thanks for tipping, Amy

Thanks for tipping! We've updated your Saturday evening trip receipt

Total $12.00

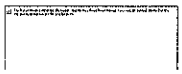
Trip Fare	$6.16
Subtotal	$6.16
Tolls, Surcharges, and Fees	$3.84
Tip	$2.00

Amount Charged

•••• 5009 Switch $10.00

•••• 5009 Switch $2.00

You rode with Dennis

 4.95 Rating

Dennis is known for:

Excellent Service

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

Rios Kendy

To: Gonzalez Amy
Subject: RE: Thanks for tipping! We've updated your Sunday evening trip receipt

From: Uber Receipts <uber.us@uber.com>
Sent: Monday, September 16, 2019 6:44 AM
To: Gonzalez Amy <agonzale@san.org>
Subject: Thanks for tipping! We've updated your Sunday evening trip receipt

Total: **$11.00**
Sun, Sep 15, 2019

Thanks for tipping, Amy

Thanks for tipping! We've updated your Sunday evening trip receipt

Total $11.00

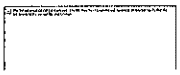
Trip Fare	$6.16
Subtotal	$6.16
Tolls, Surcharges, and Fees	$3.84
Tip	$1.00

Amount Charged

•••• 5009 Switch $10.00

•••• 5009 Switch $1.00

You rode with Jorge

 4.95 Rating

Jorge is known for:

Excellent Service

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

Rios Kendy

To: Gonzalez Amy
Subject: RE: Thanks for tipping! We've updated your Monday evening trip receipt

From: Uber Receipts <uber.us@uber.com>
Sent: Tuesday, September 17, 2019 6:34 AM
To: Gonzalez Amy <agonzale@san.org>
Subject: Thanks for tipping! We've updated your Monday evening trip receipt

Total **$11.00**
Mon, Sep 16, 2019

Thanks for tipping, Amy

Thanks for tipping! We've updated your Monday evening trip receipt

Total $11.00

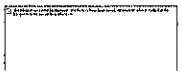
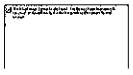
Trip Fare	$6.16
Subtotal	$6.16
Tolls, Surcharges, and Fees	$3.84
Tip	$1.00

Amount Charged

•••• 5009 Switch $10.00

•••• 5009 Switch $1.00

You rode with Rolando

  4.88 Rating

Rolando is known for:

Excellent Service

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

Rios Kendy

To: Gonzalez Amy
Subject: RE: [Business] Your Tuesday morning trip with Uber

From: Uber Receipts <uber.us@uber.com>
Sent: Tuesday, September 17, 2019 6:50 AM
To: Gonzalez Amy <agonzale@san.org>
Subject: [Business] Your Tuesday morning trip with Uber

Total: **$15.36**
Tue, Sep 17, 2019

Thanks for riding, Amy

We hope you enjoyed your ride this morning.

Total $15.36

Trip Fare	$12.41
Subtotal	$12.41
Tolls, Surcharges, and Fees	$2.95

Amount Charged

•••• 5009 Switch $15.36

You rode with Manuel

4.87 Rating

How was your ride?

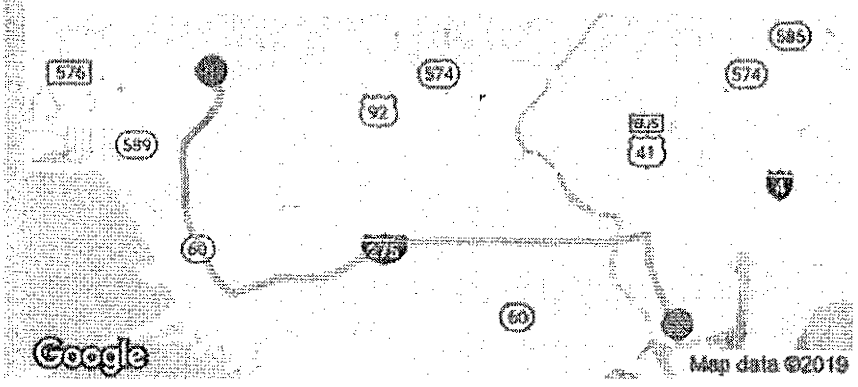
RATE OR TIP

RATE OR TIP

Manuel is known for:

Excellent Service

When you ride with Uber, your trips are insured in case of a covered accident. Learn more.



AIRPORTS COUNCIL INTERNATIONAL

AGENDA

ACI-NA LEGAL COMMITTEE STEERING GROUP

FALL 2019

Tampa, Florida

5:00 PM September 13, 2018

WIFI/Password Provided On-Site

Tampa Marriott Water Street

700 South Florida Avenue
Tampa, FL 33602
(813) 221-4900

Meeting Room 8 (3rd Floor)

I. **Welcome**
Peter Pierotti, Michael Stephens

II. **Any remaining issues relating to 2019 Fall Legal Workshop?**

III. **Introduction of New Member**

IV. **Preliminary Consideration of Potential Steering Group Members as New Positions Open Up.**

Link to Steering Group Standards:
http://aci-na.org/sites/default/files/2015_legal_committee_steering_group_participation_plan.pdf

VI. **Round Robin of issues of interest to Steering Group Members**

VIII. **Preliminary discussion of potential issues for Spring 2019 Meeting**

VIII. **Other Business**

IX. **7:00/7:30 PM Adjourn for Dinner**

8:00 PM – 10:30 PM Dinner -- Ulele at 1810 N. Highland Ave., Tampa, FL, 33603. (813) 999-4952. https://www.ulele.com/ Party name: "ACI-NA Legal Committee"

The individual cost for dinner will be **$85.00 per person**, including service charges and taxes. The Hillsborough County Aviation Authority is graciously covering the cost of the table appetizers and beverages. The Committee members can **pay Michael by Cashapp at $MichaelS1906 or bring cash**.

It is a plated dinner, with the following menu:

Beverages included:
Naviera Ulele-blend coffee, TeBella teas and Coca-Cola products

Sharing Plates:
Charbroiled Oysters
Okra Fries

Appetizer:
McKay Crab Cake

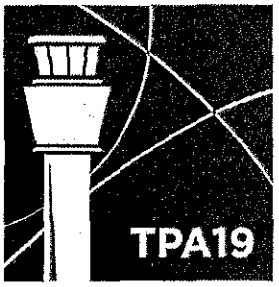
Salad:
Water Works Wedge

Entrée:
Surf & Turf
Grouper Chilua
New York Strip Loin

Dessert:
Fortune Taylor's Guava Pie
Key West Key Lime Stack

Hosted Bar:
Chardonnay, Cakebread, Napa Valley, CA
Pinot Noir, Belle Glos, Las Alturas Vineyard

AIRPORTS COUNCIL INTERNATIONAL



ACI-NA ANNUAL CONFERENCE & EXHIBITION
SEPTEMBER 15 – 17, 2019

LEGAL COMMITTEE WORKSHOP AGENDA

September 14-15, 2019 • Tampa Convention Center • Tampa, FL

Room: TBD

Saturday, September 14, 2019

7:30am – 6:30pm	**Registration**
7:30am – 8:30am	**Continental Breakfast**
8:30am – 8:45am	**Legal Committee Welcome, Opening Remarks and Attendee Introductions**
Speakers:	*Peter Pierotti, Legal Committee Vice Chair, Assistant City Attorney, Aviation, Albuquerque International Sunport; Michael Stephens, General Counsel and Executive Vice President, Hillsborough County Aviation Authority*
8:45am – 10:00am	**Legal and Technological Issues Related to Gate/Ramp Allocation Methodologies and Delivery of Other Services to Airlines** – Accommodation provisions for Preferential Use Gates, Common Use Gate Allocation & Charging, Plug 'n' Play Options, Intellectual Property Issues, Airport-Delivered Services (e.g., Ground Handling), etc.
Moderator:	*Michael Stephens, General Counsel and Executive Vice President, Hillsborough County Aviatic Authority*
Speakers:	*Yovannie Rodriguez, Marchena and Graham; Cameron Boyd, General Counsel, Metropolitan Airports Commission; Steve Osit, Kaplan, Kirsch & Rockwell; Amy Gonzales, General Counsel San Diego County Regional Airport Authority*
10:00am – 10:15am	**Morning Break**

10:15am – 11:15am **Criminal Law Primer for Airport Attorneys.** Many airports have their own police forces, but even for those that do not, there is interaction between airport attorneys and various law enforcement agencies and officials. This session provides background for navigating the pitfal of criminal procedure related to arrests, detainments, discovery of firearms, cash, or drugs at checkpoints, and other issues.

Moderator: *Cynji Lee, Assistant County Attorney, Miami-Dade County Attorney's Office, Miami-Dade Aviat Department*

Speakers: *Christy Kinard, General Counsel, Memphis International Airport; Cameron Boyd, General Counsel, Metropolitan Airports Commission, Minneapolis-St. Paul; Leila Lahbabi, Lead Couns Charlotte Douglas International Airport*

11:15am – 12:15pm **Ground Transportation Issues: Rail/bus access, TNCs, App-Based Car Rental Operatio navigating political, financial, and legal minefields.**

Moderator: *Sheryl Bregman, Airport General Counsel, Office of the San Francisco City Attorney, San Francisco International Airport*

Speakers: *Tim Daze, Assistant General Counsel, Los Angeles World Airports; Peter Pierotti, Legal Committee Vice Chair, Assistant City Attorney, Aviation, Albuquerque International Sunport; D. Reimer, Daniel S. Reimer LLC*

12:15pm – 12:45pm **Lunch**

12:45pm – 1:45pm **Non-Aeronautical Development in the Sec. 163 Environment.** What does Sec. 163 mean, and how can airports take advantage of the new statutory provision in the planning process an for actual projects?

Moderator: *Erin Locklear, General Counsel, Raleigh-Durham Airport Authority*

Speakers: *Larry Krauter, Chief Executive Officer, Spokane International Airport; Ann Morgan, Fennemore Craig (General Counsel, Reno-Tahoe Airport Authority); Pablo Nuesch, Spiegel & McDiarmid; Katie van Heuven, Kaplan, Kirsch & Rockwell*

1:45 – 2:45pm **What Arrangements Would You Make with Airport Tenants/Commercial Service Provide if You Could Design them From Scratch?** A discussion of the Paine Field experience to hel airports consider what types of provisions/revisions they might want to aim for in lease and use agreements, ground transportation regulations, FBO agreements, Minimum Standards, etc.

Moderator: *Amy Gonzalez, General Counsel, San Diego County Regional Airport Authority*

Speakers: *Peter Kirsch, Kaplan, Kirsch & Rockwell*

2:45pm – 3:00pm **Afternoon Break**

3:00pm – 4:00pm **Passenger Service Provider Issues: Legal and Practical Approaches.** A discussion of issu that affect the provision of services (e.g. wheelchair services) to passengers, including minimum/living wage issues, third party providers hired by airlines vs. airports, Compliance wit the Americans with Disabilities Act, etc.

Moderator: *Elaine Rodriguez, General Counsel, Dallas-Ft. Worth International Airport;*

Speakers:	*Cameron Boyd, General Counsel, Metropolitan Airports Commission, Minneapolis-St. Paul; Sheryl Bregman, Airport General Counsel, Office of the San Francisco City Attorney, San Francisco International Airport; Diane Pezanoski, Deputy Corporation Counsel, City of Chicago Department of Law*
4:00pm – 5:00pm	**Litigation Update *(Closed Session. No one representing interests adverse to airports on topics being discussed may attend during that discussion)*** App-Based Car Rental Operations litigation; Pouring Rights Litigation;
Moderator:	*Joseph Messina, Deputy Director of Aviation for Regulatory Affairs, Philadelphia International Airport*
Topics/Speakers:	App-based rental car cases, Pouring Rights litigation, additional cases suggested by members.

Sunday, September 15, 2019

7:30am – 7:00pm	**Registration**
8:00am – 9:00am	**Continental Breakfast**
9:00am – 10:00am	**Biometrics and Data Privacy – Federal and State Law and Civil Rights Concerns**
Moderator:	*Michael Stephens, General Counsel and Executive Vice President, Hillsborough County Aviatic Authority*
Speakers:	*William Wright, Vice President Risk, General Counsel and Governance Officer Edmonton Regional Airports Authority; Peter Pierotti, Legal Committee Vice Chair, Assistant Ci Attorney, Aviation, Albuquerque International Sunport; Sheryl Bregman, Airport General Counsel, Office of the San Francisco City Attorney, San Francisco International Airport.*
10:00am – 10:15am	**Morning Break**
10:15am – 11:15am	**FAA Legal Issues Discussion**
Moderator:	*Susana Carbajal, Assistant Director, Austin-Bergstrom International Airport*
Speaker:	*Charles Trippe, Abel Bean Law, former Chief Counsel, FAA*
11:15am – 12:15pm	**Drone Detection and Mitigation: a Discussion of FAA's May 2019 Guidance, The ACI-NA/AUVSI Blue Ribbon Task Force Interim Report, etc.**
Moderator:	*Ann Morgan, Fennemore Craig (General Counsel, Reno-Tahoe Airport Authority) (Invited)*
Speakers:	*Steve Osit, Kaplan, Kirsch & Rockwell; Christy Kinard, General Counsel, Memphis Internationa Airport; Chad Makovsky, Executive Vice President, Operations, Dallas-Fort Worth Internationa Airport.*
12:15pm – 1:00pm	**Lunch**
1:00pm – 2:15pm	**TSA Update**

Moderator: *Peter Pierotti, Legal Committee Vice Chair, Assistant City Attorney, Aviation, Albuquerque International Sunport*

Speakers: *Francine Kerner, TSA Chief Counsel; Susan Prosnitz, Deputy Chief Counsel for Regulations a Security Standards (Invited)*

2:15pm – 2:45pm **Afternoon Break**

2:45pm – 3:45pm **Legal Issues Involving Technology and Data:** Can/should airports can require tenants to purchase phone/data service from the airport, or charge phone/cable/telecommunication companies who provide services to airport tenants like any other concessionaire/service provider? Currently, aside from cell towers, many companies often use airport space, easemer and electrical power without charge; how should airports address 5G infrastructure?; advisabili of data agreements for provision of information (e.g., such as walk times from checkpoint to gate), even if no money is exchanged, to protect the data from being monetized or distributed t third parties (other than individual customers).

Moderator: *Peter Pierotti, Legal Committee Vice Chair, Assistant City Attorney, Aviation, Albuquerque International Sunport*

Speakers:

Michael Stephens, General Counsel and Executive Vice President, Hillsborough County Aviati Authority; Marcos Marchena, Marchena and Graham (Outside General Counsel to Greater Orlando Aviation Authority).

3:45pm – 4:45pm **Airport Law Roundtable *(Closed Session. No one representing interests adverse to airports on topics being discussed may attend during that discussion)*** Topics include PFAS.

Moderator: *Marcos Marchena, Marchena and Graham (Outside General Counsel to Greater Orlando Aviation Authority)*

Speakers: TBD

5:00pm – 7:00pm **Exhibition Hall Grand Opening**

Gonzalez Amy Internet charge

From: Gogo <gogo@e.gogoair.com>
Sent: Tuesday, September 17, 2019 10:29 AM
To: Gonzalez Amy
Subject: Here's Your Gogo Receipt and Feedback - Check Out Your Purchase Details! - Order # 345452650SPUA

Web browser

Thanks for your purchase!

You can view your purchase history at any time by visiting My Account.

Customer: Amy Gonzalez
Email Address: agonzale@san.org
Order: 345452650SPUA
Date: 9/17/19 4:22:25 PM GMT-04:00

Purchase Summary

Full Flight	$14.99
Tax	$0.00
Payment type: ***	
Total paid	**$14.99**

About your product:

After using our Wi-Fi service, please take a moment to tell us about your Wi-Fi experience, Click Here to take a quick survey.

We are expanding our Inflight Wi-Fi network. Learn more at united.com/WIFI

My Account | Contact Us | Passes & Products

This email was sent to agonzale@san.org because you have made a Gogo purchase.
If you would like to change your email preferences or unsubscribe, please click here.

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U.S. General Services Administration

FY 2019 Per Diem Rates for Tampa / St. Petersburg, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Tampa / St. Petersburg	**Pinellas / Hillsborough**	$61	$14	$16	$26	$5	$45.75

M. KERSEY

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for International travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement Businss and Travel Reimbursement Guidelines

Employee/Trip Information **Date:** 10/2/2019

Name: Mark Kersey **Dept:** 2 - Board Services

Departure Date: 9/22/2019 **Return Date:** 9/25/2019 **Report Due:** 10/25/19

Destination: Washington, D.C.

Business Purpose: San Diego Chamber Mission to Washington D.C.

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Air Fare, Railroad, Bus	995.60								-
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare		48.29	-	12.52	48.99				109.80
Lodging		401.18	401.18	401.18					1,203.54
Telephone, Internet and Fax									-
Laundry									-
*Miscellaneous:		30.00			30.00				60.00
									-
	$ 995.60								$1,373.34

Expense Items Included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Breakfast	$18.00	18.00							18.00
Lunch	$19.00	19.00			19.00				38.00
Dinner	$34.00	34.00	34.00	34.00	34.00				136.00
Incidentals	$5.00	5.00	5.00	5.00	5.00				20.00
Total M&IE	$76.00	76.00	39.00	39.00	58.00				212.00
									-
Total Meal and Incidental Expenses		$ 76.00	$ 39.00	$ 39.00	$ 58.00	$ -	$ -	$ -	212.00

Explanation: Substantiation for exception should be attached

* Miscellaneous: Baggage fees - see attached

Trip Grand Total	2,580.94
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	995.60
Due Traveler - if positive amount, prepare check request	
Due Authority - if negative, attach check payable to SDCRAA	$1,585.34

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Linda Gehlken Ext.: x4557

Traveler's Signature: [signature] Date: 10/13/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: **Mark Kersey** Dept: **2 – Board Services**

Position: ☒ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor

☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **6/7/19** PLANNED DATE OF DEPARTURE/RETURN: **9/21/19 / 9/25/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):

Destination: Washington, D.C. Purpose: S.D. Chamber Mission to Washington D.C.
Explanation: Attend conference.

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:	
• AIRFARE	$ 750.00
• RENTAL CAR (Must complete page 2)	$
• OTHER TRANSPORTATION (Taxi, Train)	$ 150.00
B. LODGING	$ 1,500.00
C. MEALS	$ 150.00
D. SEMINAR AND CONFERENCE FEES	$ 1,300.00
E. ENTERTAINMENT (If applicable)	$
F. OTHER INCIDENTAL EXPENSES	$ 50.00
TOTAL PROJECTED TRAVEL EXPENSE	$ 3,900.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

Travelers Signature: _____ Date: 6/10/19

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Linda Gehlken, Assistant Authority Clerk I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its July 1, 2019 meeting.
(Leave blank and we will insert the meeting date.)

MISSION TO WASHINGTON, D.C.

SUNDAY, SEPTEMBER 22

7:00 PM - 9:00 PM

Sunday - Welcome Reception sponsored by Verizon Wireless and Rancho Guejito
POV Rooftop, W Hotel Washington DC | 515 15th St NW, Washington, DC 20004

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:
- **Dante Dauz,** Director, Union of Pan Asian Communities (UPAC)
- **Jesus Román,** Vice President of Government Affairs, Verizon Wireless

MONDAY, SEPTEMBER 23

7:45 AM - 8:00 AM

Delegation Photo
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

8:00 AM - 9:00 AM

Monday - Breakfast sponsored by San Diego County Water Authority
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Comments:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Jim Madaffer**, Board Chair, San Diego County Water Authority
- **Mayor Kevin Faulconer,** City of San Diego

Featured speaker:
- **Ashlee Rich Stephenson**, Vice President & National Political Director, U.S. Chamber of Commerce

Speakers: Ashlee Rich Stephenson

General

9:30 AM - 10:30 AM

Panel: National Security & Rising Threats
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004
Objectives: Join us for an exciting panel that will cover a broad range of newsworthy topics including domestic terrorism including the rising threat of white nationalism, foreign affairs and our current tensions abroad, and cyber threats.
POC: Shawn VanDiver, shvandiver@deloitte.com

Speakers: Kristen Hajduk,
Shawn VanDiver,
Amy Spitalnick,
Molly Claflin

Education & Workforce Development

9:30 AM - 10:00 AM

US Chamber Foundation on High-Quality Early Childhood Education
US Chamber Headquarters, 1615 H St NW, Washington, DC 20062

Meeting Location: US Chamber Headquarters, 1615 H St NW, Washington, DC 20062 (0.4 miles walk from hotel)
ENTRANCE: Upon our arrival, please have the front desk give Jocelyn Ganzert (Coordinator, Political Affairs and Federation Relations) a call and she will escort us to the meeting room.
Meeting with: Senior Manager for Policy and Programs, Joshua Westfall
Meeting objectives: The path to that education starts with a solid foundation constructed in the first years of life. Investments in high-quality early childhood education and care support our current workforce (working parents) and strengthen business today while building the workforce we'll depend on tomorrow and for decades to come.
POC: Chamber: Sara Kamiab, skamiab@sdchamber.org, c: 760-685-3445, Jocelyn Ganzert, US Chamber Political Affairs and Federation Relations Coordinator, 202-463-5519, JGanzert@uschamber.com

Speakers: Joshua Westfall

Transportation & Tourism

10:00 AM - 11:00 AM

Meeting with Department of Transportation Leadership
1200 New Jersey Ave SE, Washington, DC 20590

Entrance directions: Arrive 15 minutes early for security. Delegates *MUST* have government-issued photo ID to gain access to the building. Sean Poole will meet you in the lobby and escort you up to the conference room.
Meeting with:
- **Anne Reinke- Deputy Assistant Secretary for Intergovernmental Affairs**
- **Dan DeBono- Chief Infrastructure Funding Officer**
- **Heather Dean- FHWA Congressional Affairs Officer**
- **Sean Poole- Senior Intergovernmental Affairs Officer**

Meeting Objectives:
- Regional mobility proposals
- SR-11
- Surface transportation bills
- Possible expansion of TIFIA
- Emerging technologies
- Passenger facility charge

Meeting Contact: Sean Poole (202) 366-3132 sean.poole@dot.gov

Speakers: Anne Reinke,
Dan DeBono,
Heather Dean

Education & Workforce Development

10:25 AM - 11:00 AM

Department of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel)
ENTRANCE: Enter from C street, Meet Jack Cox in the lobby to show IDs where we will be escorted to the conference room. Please allow extra time/be early for ID check.
Meeting with: Dept of Education, Office of Postsecondary Education Bob King
Meeting Objectives
- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Jack Cox, Bob's assistant, Jack.Cox@ed.gov

Speakers: Robert King

Energy & Water

10:30 AM - 11:00 AM

Bureau of Reclamation Commissioner Brenda Burman
1849 C Street, NW - Washington, DC 20240 - Conference Room 7637

Meeting with: Brenda Burman, Commissioner, Bureau of Reclamation
Location: Department of the Interior-Main Interior Building (MIB) - Bureau of Reclamation - 1849 C Street, NW - Washington, DC 20240 - Conference Room 7637.
Entrance/Security Information: Enter the MIB on the C Street side to go through the security checkpoint. Please allow sufficient time to clear the security checkpoint and ensure all meeting attendees bring a photo ID for security clearance.
POC: Sandy Eto (Bureau staff member), cell: 480-267-2416, office: 202-513-0673
Objectives:
- Advocate for affordable, safe, clean, reliable, sustainable, and diverse supplies of water
- Communicate importance of achieving greater water supply and independence, such as expanding water reuse and recycling programs, especially in light of recent statewide drought
- Advocate the Bureau of Reclamation to maintain funding for salinity control programs on the Colorado River
- Support Drought Contingency Plan (DCP) and maximize available storage at Lake Meade

- Advocate for federal funding through the Water Resources Development Act and Interior Appropriations, to ensure that Salton Sea restoration, as memorialized in the 2015 State-Federal Memorandum of Understanding, remains a federal priority
- Highlight the Carlsbad desalination plant as an example of a successful public-private partnership

Team Lead: Dan Denham, San Diego County Water Authority

Speakers: Brenda Burman, Sandy Eto

International Trade & Cross Border Commerce

10:30 AM - 11:30 AM

Meeting with U.S. Customs and Border Protection
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Meeting with: Todd Owen, Executive Assistant Commissioner, Office of Field Operations

Team leader: Nancy Gudino, International and Public Affairs Manager, Cross Border Xpress (CBX)

Meeting objectives:

Hear a general update from CBP on operations at land ports of entry including:

- Status of CBP's work to fill vacancies
- CBP's work to increase efficiencies at cargo inspections. CBP is looking at utilizing new technologies to expedite cargo processing at ports of entry, in order for trucks and train cars to be inspected while in motion.
- Work to consolidate Trusted Traveler Programs: NEXUS, SENTRI, and Global Entry - North American Trusted Traveler

Opportunity to share information, progress, or inquire about regional projects that enhance trade such as:

- Support for a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Otay Mesa East POE (video overview available in English and Spanish)

POC: Allison Suliveras (202)344-1909 allison.m.sulliveras@cpb.dhs.gov

Speakers: Todd Owen

Healthcare

11:00 AM - 11:30 AM

Meeting with Key Health Staffer from Rep. Frank Pallone's Office
2107 Rayburn HOB, 45 Independence Ave SW, Washington DC 20515

Meeting with: Una Lee, Chief Counsel on the Energy & Commerce Health Subcommittee

Meeting Objectives:

- 340B
- Drug pricing proposals
- Access and coverage

POC: Alexander Gristina, (202) 225-4671, alexander.gristina@mail.house.gov

12:00 PM - 1:00 PM

Monday - Luncheon sponsored by Metropolitan Water District of Southern CA
Dirksen Senate Building, Rm. SD-106, 50 Constitution Avenue NE, Washington, DC 20002

Please allow extra time for security checks at the building entrance.

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Meena Westford,** Special Projects Manager, Metropolitan Water District

Speakers:

- **Ambassador Carlos Gonzalez Gutierrez**, Consul General of Mexico in San Diego
- **Mexico Ambassador to the U.S. Martha Barcena**

Speakers: Ambassador Martha Barcena, Ambassador Carlos Gutierrez

Healthcare

1:30 PM - 2:00 PM

Meeting with Key Health Staffer from Sen. Harris' Office (Mellette)
112 Hart Senate Office Building, 120 Constitution Ave NE, Washington, DC 20002

Meeting with: Kelsey Mellette, Policy Advisor

Meeting Objectives:

- Share promising San Diego programs, including innovative pilot programs and collaborations
- Express concerns with some federal policies including 340B changes, the public charge rule, and challenges with coverage

POC: Kelsey Mellette, (202) 224-3553

Energy & Water

1:30 PM - 2:00 PM

Key House Energy & Commerce Committee - Environment & Climate Change Subcommittee Staffer
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with: Brendan Larkin, Key Staffer of the House Energy & Commerce Committee - Environment & Climate Change Subcommittee
Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003
Objectives:

- Advocate for Pure Water San Diego
- Advocate for Ocean Pollution Reduction Act II (OPRA II) of 2019 (Peters)
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution
- Increase funding of EPA's Border Water Infrastructure Program (BWIP)
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Brendan Larkin, brendan.larkin@mail.house.gov, office: (202) 225-5076
Team Lead: Lisa Kay, Alta Environmental

Speakers: Brendan Larkin

Transportation & Tourism

1:30 PM - 2:00 PM

Office of Sen. John Thune: Transportation Staff
511 Dirksen Senate Office Building, 50 Constitution Ave NE, Washington DC 20002

Meeting with: Chance Costello, Legislative Assistant for Transportation
Meeting Objectives:

- SR-11
- Regional mobility proposals
- Emerging technologies

POC: Johanna Scheich, (202) 224-2321, johanna_scheich@thune.senate.gov

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Department of State (DeptofStateMeeting)
U.S. Department of State, 2201 C Street NW Washington, D.C. 20520

Meeting with Department of State
Team leader: Consul General Sue Saarnio, U.S. Consulate in Tijuana
Meeting Objectives:

- Discuss efforts to reduce transboundary pollution impacting the Tijuana River Valley
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Reiterate our region's support for the USMCA

POC: Michael Gray, GrayMW3@state.gov
****Please arrive 30 minutes in advance for security clearance - A valid picture ID is required****

Speakers: Hugo F. Rodriguez Jr.

General

2:30 PM - 3:30 PM

Panel: San Diego Legislative Directors
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with:

- Jonathan Gilbert, Office of Rep. Mike Levin
- Reed Linsk, Office of Rep. Duncan Hunter
- Scott Hinkle, Office of Rep. Juan Vargas

- Sterling McHale, Office of Rep. Scott Peters
- Ian Staples, Office of Rep. Susan Davis

Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003

Objectives:

- Discuss legislative priorities with the Legislative Directors from San Diego's Congressional offices.

POC: Sophie Barnhorst, Chamber Staff, sbarnhorst@sdchamber.org, c: (619) 997-7680

Team Lead: Caroline Winn, SDG&E

Speakers: Ian Staples,
Sterling McHale,
Scott Hinkle,
Jonathan Gilbert

Transportation & Tourism

2:30 PM - 3:00 PM

Meeting with Rep. Napolitano's Legislative Director
1610 Longworth House Office Building, 15 Independence Ave SE, Washington, DC 20515

Meeting with: Joe Sheehy, Legislative Director for Representative Grace Napolitano (D- CA)

Meeting Objectives:

- Regional mobility proposals
- SR-11
- Emerging technology
- Reconciling differing priorities from California to the federal government

POC: Joe Sheehy, Joe.sheehy@mail.house.gov; (202) 225-5256

Education & Workforce Development

2:30 PM - 3:15 PM

Secretary and Deputy Secretary of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel, 1.0 mile from Dirksen Senate Office Building where lunch before is)

ENTRANCE:

- Enter from C street (Maryland Ave entrances currently closed)
- Once you enter the building, please go through security as directed
- Then sign in at the reception desk
- Please inform them you are here to see Cody Reynolds (they will call him to come down & escort group)
- **BRING YOUR ID**
- Please allow extra time/be early for ID check.

Meeting with: Secretary Betsy DeVos with Deputy Secretary of Education Dr. Mitchell Zais

Meeting Objectives:

- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Cody Reynolds, Cody.Reynolds@ed.gov, (202) 256-6827.

Speakers: Mitchell Zais,
Betsy Devos

International Trade & Cross Border Commerce

4:30 PM - 5:00 PM

Meeting with Department of Commerce (DeptofCommerce)
DOC, International Trade Administration U.S. Department of Commerce 1401 Constitution Ave NW

Meeting with Department of Commerce

Team leaders: Councilman William Sandke, City of Coronado & Courtney Hammond, Deloitte

Meeting Objectives:

- Share information about our outreach efforts to secure support for USMCA
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a new rail Port of Entry facility in Tecate with pre-inspection capacity.

Speakers: Richard Steffens

5:00 PM - 7:00 PM

Monday - Reception sponsored by Brownstein Hyatt Farber Schreck
Brownstein Hyatt Farber Schreck, 1155 F St NW Suite 1200, Washington, DC 20004

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Dante Dauz,** Union of Pan Asian Communities (UPAC)
- Brownstein Hyatt Farber Schreck

TUESDAY, SEPTEMBER 24

6:00 AM - 7:00 AM

Sunrise Monuments Run

POC: Paola Avila, SDRCC Vice President of International Business Affairs (858)245-6362

8:00 AM - 9:00 AM

Tuesday - Breakfast sponsored by San Diego State University
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Welcome:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:

- **Adrienne Vargas,** VP, University Relations and Development, San Diego State University

Speakers:

- **Acting Secretary of Labor Patrick Pizzella**
- **Ambassador C.J. Mahoney,** Deputy United States Trade Representative, Office of the USTR

Speakers: Patrick Pizzella, Ambassador C.J. Mahoney

General

9:00 AM - 9:30 AM

Congressman Mike Levin
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Congressman Mike Levin on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

9:30 AM - 10:30 AM

Panel: Making National Policies Work Locally to Solve Homelessness
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

One of the most pressing challenges to the San Diego region is how best to address homelessness. Join us for a panel discussion to hear from national leadership regarding local response, the role of the private sector, and how best to leverage partnerships to make real impacts.

Panel Participants:

- Norm Suchar, Office of Special Needs Assistance Programs, U.S. Department of Housing & Urban Development
- Nan Roman, President & CEO, National Alliance to End Homelessness
- Lindsay Knotts, Policy Director, U.S. Interagency Council on Homeless

POC: Stefanie Benvenuto (714) 336-6536, sbenvenuto@sdchamber.org

Moderators: Rick Gentry

Energy & Water

9:30 AM - 10:30 AM

Meeting with U.S. Department of Energy Leadership
U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585

Meeting with: Conner Prochaska, Chief Commercialization Officer, U.S. Department of Energy
Location: U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585
Entrance/Security: ***DOE is a high-security building so plan to arrive at 9:30 am. The meeting will begin at 10:00 am after everyone has checked in and is escorted to the meeting room. Ask for Sheryl Gelfand, 202-584-5039, at the lobby visitors desk.
Objectives:
- Advocate for DOE research funding for energy storage
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Sheryl Gelfand, 202-584-5039, sheryl.gelfand@hq.doe.gov
Team Lead: Warren Ruis

Speakers: Conner Prochaska

Defense & Security

9:30 AM - 10:00 AM

Principal Deputy Under Secretary for Benefits, Margarita Devlin
Department of Veterans Affairs, 1800 G Street, NW, Washington, DC 20006

Meeting with: Principal Deputy Under Secretary for Benefits, Margarita Devlin
Location: U.S. Department of Veterans Affairs Administration Offices, 1800 G Street, NW, in Washington, DC 20006
Objectives:
- Share the region's process in addressing veteran transition issues, including employment trends and challenges
- Request departmental assistance in refining VASH vouchers and screening processes

POC: Andrea Downs, 202-461-9820 Andrea.downs@va.gov
Team Lead: Dennis DuBard, General Dynamics NASSCO

10:00 AM - 10:30 AM

Director Phil Keith, Community Oriented Policing Services (COPS)
145 N St NE, Washington, DC 20002

Meeting with: Director Phil Keith, Director of Community Oriented Policing Services
Team Lead: Jack Schaeffer
Meeting Objectives: Update on grant funding, discuss San Diego's regional challenges in law enforcement and efforts to bring about more innovative solutions.
POC: Alicia Coleman, acoleman@cops.usdoj.gov

Transportation & Tourism

10:00 AM - 10:30 AM

Meeting with Congressman John Garamendi
2368 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Congressman John Garamendi
Meeting Objectives:
- Share progress on regional mobility plans
- Discuss conflicting priorities between state and federal leadership, seek advice on how best to move forward with local priorities
- Thank the Representative for his continued support and partnership in San Diego

POC: Tessa Browne, tessa.browne@mail.house.gov, (202) 225-1880

Education & Workforce Development

10:00 AM - 10:30 AM

Department of Labor, Office of the Secretary
DOL: 200 Constitution Ave, NW; ETA Conference Room; S-2322

Meeting Location: Department of Labor, 200 Constitution Ave, NW, Washington, DC 20210 (1.2 miles from W Hotel)
ENTRANCE: Please enter USDOL located at 200 Constitution Ave. NW, through our Visitor's Entrance (Fountain Entrance) on 3rd and C Street, NW. Once checked-in at security, please have the officers call their office at (202) 693-2772 and someone will escort the group to the meeting.
Meeting with: Chief of Staff to the Secretary of Labor, Timothy Taylor & Department of Labor Employment and Training Administration staff
Meeting Objectives:
- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants

- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Amy Bosserdet, Executive Assistant to John Pallasch, 202.693.2772, bosserdet.amy.e@dol.gov

Speakers: Timothy Taylor

General

10:45 AM - 11:30 AM

Rep. Susan Davis & Rep. Scott Peters
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Rep. Susan Davis & Rep. Scott Peters on the political landscape in Washington, DC and about their policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Speakers: Scott Peters,
Susan Davis

12:00 PM - 1:00 PM

Tuesday - Luncheon sponsored by Kaiser Permanente
Convene, 575 7th St NW, Washington, DC 20004

Entrance: Rideshares should be instructed to drop off at 575 7th Street Terrell Place, **not 575 F Street or 575 E Street.** For those metroing, Convene (Terrell Place) is across the street from the Chinatown Metro Station and just a short walk from Metro Center. To exit the Chinatown Metro Station go to the upper most floor and follow signs for the 7th and F Street exit, ride the escalators up to the street level and walk straight ahead across the street. The entrance will be directly in front of you with Capital One arena behind you and past Rosa Mexicana to the left.
*Join **Rep. Scott Peters** (CA-52) and other panelists to hear about how bipartisanship and businesses play a vital role in addressing climate change. The panel will also cover the Climate Playbook – Rep. Peters' effort to pass actionable climate legislation, and what America outside of San Diego thinks about climate change.*
Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Rodger Dougherty**, Senior Director of Public Affairs, Kaiser Permanente

Panelists:

- **Rev. Mitch Hescox**, President, Evangelical Environmental Network
- **Dr. Margaret Leinen**, Vice Chancellor for Marine Sciences, Director of Scripps Institution of Oceanography, Dean of the School of Marine Sciences
- **Tiernan Sittenfeld**, Senior Vice President for Government Affairs, League of Conservation Voters

Speakers: Scott Peters,
Mitch Hescox,
Margaret Leinen,
Tiernan Sittenfeld

Healthcare

1:30 PM - 2:15 PM

Meeting with Centers for Medicare & Medicaid Services
200 Independence Ave SW, Washington DC 20201

Entrance Directions: Please arrive 15 minutes in advance for security. Call Carrie Iqbal upon arrival (240) 412-5332
Meeting with: Demetrios L. Kouzoukas (Principal Deputy Administrator), Carol Blackford (Director, Hospital & Ambulatory Policy), Donald Thompson (Director, Division of Acute Care)
Meeting Objectives:

- 340B
- Disproportionate Share Hospitals
- Changes in coverage and access including the impact of the public charge rule

POC: Carie Iqbal, carie.iqbal@cms.hhs.gov (240) 412-5332

Defense & Security

1:45 PM - 2:15 PM

Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: Lucian Niemeyer

2:00 PM - 4:30 PM

Pentagon Tour & Briefing

An exclusive opportunity to tour the Pentagon and hear the latest on how innovation meets policy and national defense in one building.
Entrance/Security: ***The Pentagon is a high security building and security will take time to get through. Please arrive at 2:00 pm. The tour/briefing will start at 2:30 pm.
POC: Jaelin Lespier, Pentagon Staff, 703-697-4786
Team Lead: Shawn VanDiver, shvandiver@deloitte.com

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Nancy Pelosi's Staff

Meeting with: Katherine Monge & Jaime Lizarraga, Senior Policy Advisors
Team leader: Monique Rodriguez, QUALCOMM
Meeting Objectives:

- Convey our support for USMCA, share outreach efforts to secure support, and ask to bring the agreement forward for a vote
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for HR 132 (NADBank Improvement Act of 2019), HR 3895 (NADBank Pollution Solution Act), HR 511 (Tijuana River Navy Impact Resolution), and HR 4039 (Border Water Infrastructure Improvement Act)
- Increase funding of EPA's Border Water Infrastructure Program

Supporting Documents:

- NADBank TJRV Diversion Study
- SD County - SB 507 Needs & Opportunities Assessment

Speakers: Katherine Monge,
Jaime Lizarraga

Energy & Water

2:30 PM - 3:15 PM

Meeting with U.S. Environmental Protection Agency
1200 Pennsylvania Ave NW, Washington, DC 20004

Team leaders: Neil Mohr, Republic Services & Mayor Serge Dedina, City of Imperial Beach
Objectives:

- Advocate for Pure Water San Diego
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for H.R. 132 (R.Cuellar - NADBank Improvement Act of 2019), H.R. 3895 (R. Vargas & Peters - NADBank Pollution Solution Act), H.Res. 511 (R. Davis - Tijuana River Navy Impact Resolution), H.R. 4039 (R. Levin - Border Water Infrastructure Improvement Act), and S. 267 (Feinstein).

Supporting Documents:

- NADBank Tijuana River Diversion Study
- County of San Diego - S.B. 507 Needs and Opportunities Assessment

Speakers: Lisa Almodovar,
Hector Aguirre,
Brent Maier,
Dave Ross,
Sally Gutierrez,
Greg Spraul,
Maria Lopez-Carbo,
John Ravenscroft,
Emily Isaacs

Defense & Security

2:30 PM - 3:00 PM

James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: James B. Balocki

Healthcare

2:45 PM - 3:15 PM

Meeting with Key Health Staffer from Rep. Peters' Office
2338 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Anais Borja, Health Policy for Representative Peters
Meeting Objectives:
- Preservation of the 340B program
- Policies to support Disproportionate Share Hospitals
- Highlight innovative policy solutions currently implemented in San Diego

POC: Anais Borja, anais.borja@mail.house.gov

Speakers: Anais Borja

General

3:45 PM - 4:15 PM

Rep. Juan Vargas
Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Hear from Rep. Juan Vargas on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Office of Rep. Vargas, Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Speakers: Juan Vargas

5:00 PM - 7:00 PM

Tuesday - Reception sponsored by Cox Communications
The Watergate Hotel, 2650 Virginia Ave NW, Washington, DC 20037

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:
- **Cassandra Weinlein**, Government Affairs Manager, Cox Communications
- **Michael Hadland,** Government Affairs Manager, Cox Communications

10:00 PM - 1:00 AM (September 25, 2019)

Late Night Capitol Tour with Congressman Vargas

Please note that this tour concludes around 1:00 AM. WEAR COMFORTABLE SHOES AND PLEASE BE ON TIME.

Meeting Location: Meet inside of the 24-hour entrance to Longworth, which is located on S. Capitol Street SE, between Independence Avenue SW and C Street SW.

At this late night Capitol visit, Congressman Juan Vargas will give an exclusive, behind-the-scenes tour and share interesting historical facts on the national landmark.

Speakers: Juan Vargas

WEDNESDAY, SEPTEMBER 25

8:00 AM - 9:00 AM

Wednesday - Breakfast & Closing Session
Studio Room, W Hotel, 515 15th St NW, Washington, DC 20004

Attend the breakfast and closing session for a chance to win a pair of round-trip flights courtesy of Southwest Airlines, and more!

Plus, we will feature a light hearted conversation with two campaign operatives who will discuss campaign money, the future of Democrats vs. Republicans, and what to expect (or how to plan for the unexpected) in 2020's election cycle.
Comments:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Panelists:

- Corey Platt, Founder, Act Now on Climate PAC
- Kelly Sadler, Communications Director, America First Action Super PAC

Speakers: Corey Platt,
Kelly Sadler

10:15 AM - 11:45 AM

White House Tour

REGISTRATION IS CLOSED. MAKE SURE YOU'RE ON THIS CONFIRMED LIST. Print this BOARDING PASS or ask Chamber staff for a copy. This pass is required for check in.

Prohibited:

- Handbags, book bags, backpacks or purses
- Video Recorders, flash photography or live stream as well as talking or texting on cellular phones
- Food or beverages, tobacco products, personal grooming items (i.e. makeup, lotion, etc.)
- Any pointed objects, aerosol containers

Bring with you:

- A Valid Government-Issued Photo ID - Drivers Licenses, Military IDs, Green Cards, and Passports are all valid forms of identification. US Citizens who are age 17 and under do not need a government-issued ID.
- Foreign Passport - All foreign nationals must present a passport, regardless of age.
- RSVP Info Must Match Your ID - All security information submitted to the White House using the RSVP link must match the valid, government-issued photo ID presented to US Secret Service on the day of your tour.
- Printed Boarding Pass

Arrival:

- Arrive 15 Minutes Before Scheduled Tour Time - This will help facilitate check in and clearing security.
- Enter the White House Complex at the intersection of 15th St NW and Alexander Hamilton Place NW
- Dress for the weather - Guests will be standing outside before their tour.
- Eat a snack and hydrate prior to arrival - Guests are prohibited from bringing outside food and drink into the White House.
- There are no restrooms available inside the White House - Restrooms are located at the Ellipse Visitor Pavilion and the White House Visitor Center.
- Only approved guests are permitted on tours - Unapproved additions and/or substitutions to your guest list are strictly prohibited and will be turned away by US Secret Service.

Gehlken Linda

From: Katie Tran <ktran@sdchamber.org>
Sent: Wednesday, July 24, 2019 4:09 PM
To: Palmer Heidi
Cc: Gehlken Linda
Subject: 2019 Mission to Washington, D.C. - Application Pending Approval

Categories: Board Member Kersey - Washington 2018

Dear Mark:

Thank you for submitting your application for the **2019 Mission to Washington, D.C.** You will be notified when your application is approved, at which point your credit card will also be charged.

Please see additional details below. Keep this email for your records, as your confirmation will be needed to access your profile and trip agenda.

Click here to view or modify your registration details.

Confirmation Number: XYNBJ6M7KB6
Attending: Mark Kersey
Start Date: September 22, 2019
Time: 7:00 pm
Location: W Hotel Washington, DC
Address: 515 15th St NW, Washington, District of Columbia, 20004

ORDER SUMMARY:

Item	Price	Quantity	Amount
Event Registration	$0.00	1	$0.00
		Order Total	$0.00

TRAVELTRUST

Traveltrust
Corporation
374 North Coast
Hwy 101
Encinitas, CA
92024
Phone: (760)
635-1700

ADD TO OUTLOOK

Monday, 15JUL 2019 02:18 PM EDT

Passengers: MARK KERSEY (02)

Agency Reference Number: HTVOZU

Click here to view your current itinerary or ETicket receipt on-line: tripcase.com

United Airlines Confirmation PHJZGM

Please review your itinerary and report any discrepancies to Traveltrust within 24hrs of receipt
Be sure to visit www.traveltrust.com for additional travel information

TRAVELTRUST STRONGLY RECOMMENDS CHECKING IN
ONLINE WITH YOUR AIRLINE AT LEAST 24 HOURS PRIOR TO
EACH FLIGHT FOR THE MOST CURRENT TIMES AND ALERTS

AIR Sunday, 22SEP 2019

United Airlines	**Flight Number**: 0546	Class: H- Coach/Economy
From: San Diego CA, USA	**Depart**: 08:00 AM	
To: Washington Dulles DC, USA	**Arrive**: 03:51 PM	
Stops: Nonstop	Duration: 4 hour(s) 51 minute(s)	
Seats: 09C	Status: CONFIRMED	Miles: 2260 / 3616 KM
Equipment: Boeing 737-900 Jet	MEAL: FOOD FOR PURCHASE	

DEPARTS SAN TERMINAL 2
Frequent Flyer Number: [redacted]
ECONOMY PLUS AISLE SEAT CONFIRMED
United Airlines Confirmation number is PHJZGM

AIR Wednesday, 25SEP 2019

United Airlines	**Flight Number**: 2303	Class: W- Coach/Economy
From: Washington Dulles DC, USA	**Depart**: 05:45 PM	
To: San Diego CA, USA	**Arrive**: 08:11 PM	
Stops: Nonstop	Duration: 5 hour(s) 26 minute(s)	
Seats: 08C	Status: CONFIRMED	Miles: 2260 / 3616 KM
Equipment: Boeing 737-900 Jet	MEAL: FOOD FOR PURCHASE	

ARRIVES SAN TERMINAL 2
Frequent Flyer Number: UAVY13314
ECONOMY PLUS AISLE SEAT CONFIRMED
United Airlines Confirmation number is PHJZGM

THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR

THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED
OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS
IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE
YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
UNITED AIRLINES CONFIRMATION NUMBER - PHJZGM
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: MARK KERSEY
Date issued: 7/15/2019 Invoice Nbr: 5542669
Ticket Nbr: UA7379896397 Electronic Tkt: Yes Amount: 740.60 USD
Base: 662.33 US Tax: 49.67 USD XT Tax: 28.60 USD
Charged to: AX**********1013

Ticket for: MARK KERSEY
Ticket Nbr: UA1520845670 Electronic Tkt: No Amount: 156.00 USD
Base: 156.00 Tax: 0.00
Charged to: AX**********1013

Ticket for: MARK KERSEY
Ticket Nbr: UA1520845671 Electronic Tkt: No Amount: 69.00 USD
Base: 69.00 Tax: 0.00
Charged to: AX**********1013

Service fee: MARK KERSEY
Date issued: 7/15/2019
Document Nbr: XD0770091678 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 965.60
Total Fees: 30.00
Total Amount: 995.60

Click here 24 hours in advance to obtain boarding passes:
UNITED

Click here to review Baggage policies and guidelines:
UNITED

TSA Guidance- a government issued photo id is needed for checkin.
Please allow minimum 3 hour check-in for International flights and 2 hours for Domestic.
For Additional security information visit www.tsa.gov.
All coupons related to this ticket must be used in the sequence purchased or you may be subject to a change in airfare per the carrier's discretion.
Follow us on Twitter @Traveltrustcorp

Thank you for choosing Traveltrust!
Our Business Hours are Sunday 10pm - Friday 10pm Pacific
Saturday from 9am-1pm Pacific.
For EMERGENCY AFTERHOURS assistance in the US, please call 888-221-6043 and use VIP Code SJE72.
You can also use the Direct Dial Number 682-233-1914 or the collect number 682-647-0061.
Each call is billable at a minimum $25.00 per call/reservation

Gmail Heidi Palmer [redacted]

Fwd: Your ride with Keen on September 25

1 message

Mark Kersey [redacted] Thu, Sep 26, 2019 at 6:52 PM
To: Heidi Palmer [redacted]

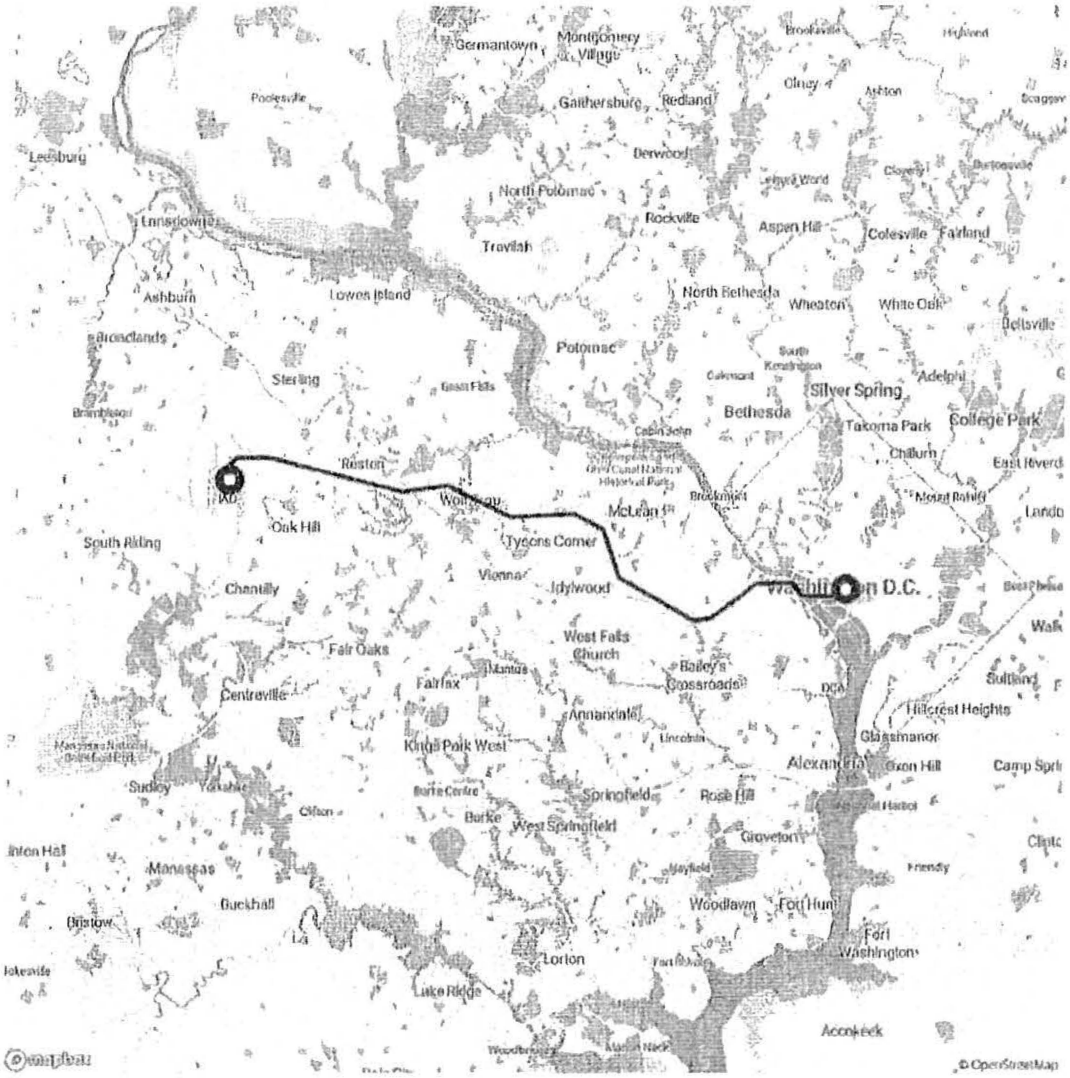
---------- Forwarded message ---------
From: **Lyft Ride Receipt** [redacted]
Date: Wed, Sep 25, 2019 at 1:41 PM
Subject: Your ride with Keen on September 25
To: [redacted]

lyft

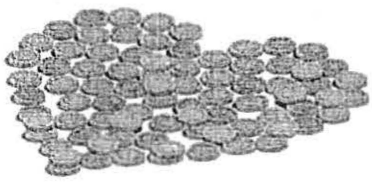
SEPTEMBER 25, 2019 AT 3:39 PM

Thanks for riding with Keen!

Lyft fare (28.13mi, 47m 17s)	$45.25
DC City Fee	$2.24
Tip	$9.50
lyft Lyft Credits	-$8.00
VISA Visa *3213	**$48.99**



- **Pickup** 3:39 PM
  559 15th St NW, Washington, DC
- **Drop-off** 4:26 PM
  13659 Saarinen Cir, , VA



Round Up & Donate

By rounding up their payments, our riders have donated over $15 million to causes they believe in.

SUPPORT YOUR CAUSE

Ride for work? Get Rewarded

Create a business profile to earn $5 in personal credit for every 5 work rides you take.

GET REWARDS

TIP DRIVER

FIND LOST ITEM

REQUEST REVIEW

To share comments or complaints about a ride that violated the law in the District of Columbia, you may contact the DFHV at (202) 645-7300 or https://dfhv.dc.gov/service/complaints.

Help Center

Receipt #1319139612437777094

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

© Mapbox © OpenStreetMap Improve this map

© 2019 Lyft, Inc.

548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

[redacted]

Gmail Heidi Palmer [redacted]

Fwd: Receipt from DC VIP Cab

1 message

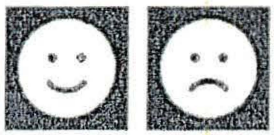
Mark Kersey [redacted] Thu, Sep 26, 2019 at 8:54 PM
To: Heidi Palmer [redacted]

---------- Forwarded message ---------
From: **DC VIP Cab via Square** [redacted]
Date: Tue, Sep 24, 2019 at 6:58 AM
Subject: Receipt from DC VIP Cab
To: [redacted]

Square automatically sends receipts to the email address you used at any Square seller. Learn more

DC VIP Cab

How was your experience?



$12.52

Custom Amount	$12.52
https://ezmetriq.com/r/61540_2FPJ9Y1J	
Total	**$12.52**

DC VIP Cab
2606 BLADENSBURG RD NE
WASHINGTON, FL 20018
301-233-1725

Visa 3213 (Chip) Sep 24 2019 at 9:58 AM

VISA #MFDT

MARK KERSEY Auth code: 05443I

AID: A0000000031010

Signature Verified

© 2019 Square, Inc.

1455 Market Street, Suite 600
San Francisco, CA 94103

© Mapbox © OpenStreetMap Improve this map

Square Privacy Policy · Not your receipt?
Manage preferences for digital receipts

Gmail Heidi Palmer [redacted]

Fwd: Thanks for tipping! We've updated your Sunday afternoon trip receipt

1 message

Mark Kersey [redacted] Thu, Sep 26, 2019 at 8:55 PM
To: Heidi Palmer [redacted]

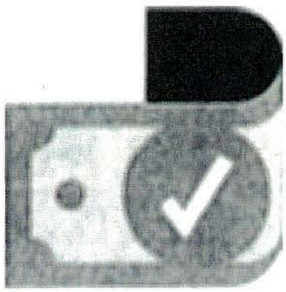
---------- Forwarded message ---------
From: **Uber Receipts** [redacted]
Date: Sun, Sep 22, 2019 at 2:10 PM
Subject: Thanks for tipping! We've updated your Sunday afternoon trip receipt
To: [redacted]

Uber

Total: $48.29
Sun, Sep 22, 2019

Thanks for tipping, Mark

Thanks for tipping! We've updated your Sunday afternoon trip receipt



Total $48.29

You earned 79 points on this trip

Good news - you've been refunded a portion of your original upfront price on this trip because of a change to the anticipated route. Please see the receipt breakdown for details.

Trip Fare $32.90

Subtotal	$32.90
Tolls, Surcharges, and Fees	$6.80
Tip	$8.59

Amount Charged

•••• 1005 Switch	$39.70
•••• 1005 Switch	$8.59

Receipt ID # 85e9589c-193b-482e-bbd0-5f737e90a22a

You rode with Raj

4.93 ★ Rating

Raj is known for:

Excellent Service

Issued by Rasier

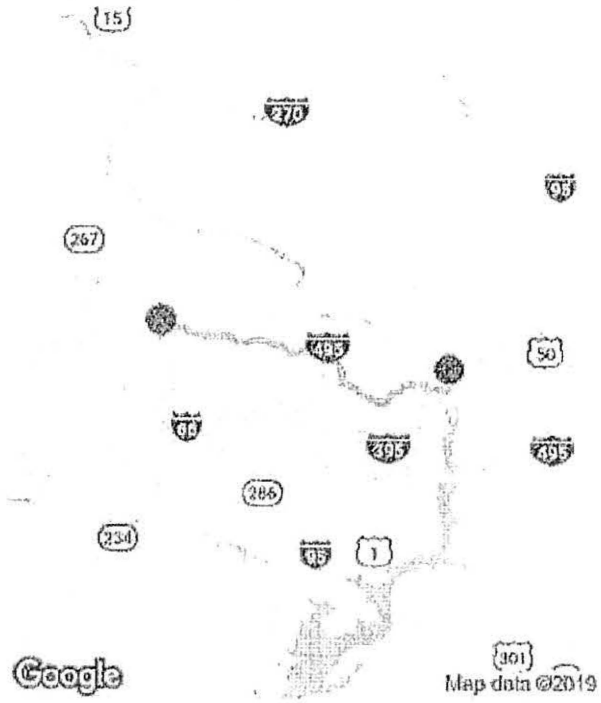
When you ride with Uber, your trips are insured in case of a covered accident. Learn more.

UberX 26.45 mi | 40 min

- 04:28pm
  Main Terminal, 1 Saarinen

Cir, Sterling, VA

05:08pm
515 15th St NW, Washington, DC



Invite your friends and family.

Get $5 off your next ride when you refer a friend to try Uber. Share code: markk32450ue

Uber

Save up to 5% when you purchase Uber Cash

Choose the smart way to pay for Uber. You can purchase directly in the Uber app. Learn more

REPORT LOST ITEM › CONTACT SUPPORT › MY TRIPS ›

FAQ

Forgot password

Uber Technologies
1455 Market St
San Francisco, CA 94103

Privacy

Terms

[redacted]

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

Mark Kersey
201140 - 2019 Mission to Washington, DC

Page Number	:	1	Invoice Nbr	: 327846
Guest Number	:	750187		
Folio ID	:	A		
Arrive Date	:	22-SEP-19	17:23	
Depart Date	:	25-SEP-19	12:01	
No. Of Guest	:	1		
Room Number	:	418		
Marriott Bonvoy Number	:	4509		

Information Invoice

Tax ID :
W Washington D WASWH SEP-25-2019 04:11 9999

Date	Reference	Description	Charges (USD)	Credits (USD)
22-SEP-19	RT418	Room Chrg - Grp - Corporate	349.00	
22-SEP-19	RT418	Occupancy/Tourism	52.18	
23-SEP-19	RT418	Room Chrg - Grp - Corporate	349.00	
23-SEP-19	RT418	Occupancy/Tourism	52.18	
24-SEP-19	23328	W Restaurant	31.40	
24-SEP-19	RT418	Room Chrg - Grp - Corporate	349.00	
24-SEP-19	RT418	Occupancy/Tourism	52.18	
SEP-25-2019	AX	American Express		-1234.94

Approve EMV Receipt for AX - 1005: Signature Captured
TC:FF50B5EA1FE199B9 TVR:0000008000

Continued on the next page

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

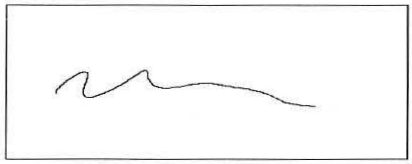
Mark Kersey
201140 - 2019 Mission to Washington, DC

Page Number	:	2	Invoice Nbr	: 327846
Guest Number	:	750187		
Folio ID	:	A		
Arrive Date	:	22-SEP-19	17:23	
Depart Date	:	25-SEP-19	12:01	
No. Of Guest	:	1		
Room Number	:	418		
Marriott Bonvoy Number	:	4509		

Application Label:AMERICAN EXPRESS

** Total	1234.94	-1234.94
*** Balance	0.00	

I agreed to pay all room & incidental charges.



For your convenience, we have prepared this zero-balance folio indicating a $0 balance on your account. Please be advised that any charges not reflected on this folio will be charged to the credit card on file with the hotel. While this folio reflects a $0 balance, your credit card may not be charged until after your departure. You are ultimately responsible for paying all of your folio charges in full.

Tell us about your stay. www.whotels.com/reviews

Continued on the next page

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

Mark Kersey
201140 - 2019 Mission to Washington, DC

Page Number	:	3	Invoice Nbr	:	327846
Guest Number	:	750187			
Folio ID	:	A			
Arrive Date	:	22-SEP-19	17:23		
Depart Date	:	25-SEP-19	12:01		
No. Of Guest	:	1			
Room Number	:	418			
Marriott Bonvoy Number	:	4509			

Signature_____

Make your home the next great escape. Shop WHotelsTheStore.com

GSA U.S. General Services Administration

FY 2019 Per Diem Rates for District of Columbia

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	**Applies for all locations without specified rates**	$55	$13	$14	$23	$5	$41.25
District of Columbia	**Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)**	$76	$18	$19	$34	$5	$57.00

P. ROBINSON

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy, outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement | Businss and Travel Reimbursement Guidelines

Employee/Trip Information **Date:** 10/4/2019

Name: Paul Robinson **Dept:** 2 - Board Services

Departure Date: 9/21/2019 **Return Date:** 9/25/2019 **Report Due:** 10/25/19

Destination: Washington, D.C.

Business Purpose: San Diego Chamber of Commerce - Mission to Washington D.C.

Expense Items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/21/19 Saturday	9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	
Air Fare, Railroad, Bus	641.50								-
Conference Fees	1,800.00								-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare		30.00			7.90	20.00			57.90
Lodging		401.18	401.18	401.18	401.18				1,604.72
Telephone, Internet and Fax									-
Laundry									-
Miscellaneous:									-
									-
	$ 2,441.50								$1,662.62

Expense Items included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic | US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/21/19 Saturday	9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	
Breakfast	$18.00		18.00			18.00			36.00
Lunch	$19.00	19.00	19.00			19.00			57.00
Dinner	$34.00	34.00	34.00	34.00	34.00				136.00
Incidentals	$5.00	5.00	5.00	5.00	5.00	5.00			25.00
Total M&IE	$76.00	58.00	76.00	39.00	39.00	42.00			254.00
									-
Total Meal and Incidental Expenses		$ 58.00	$ 76.00	$ 39.00	$ 39.00	$ 42.00	$ -	$ -	254.00

Explanation:

Trip Grand Total	4,358.12
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	2,441.50
Due Traveler - if positive amount, prepare check request **Due Authority** - if negative, attach check payable to SDCRAA	$1,916.62

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Linda Gehlken Ext.: x4557

Traveler's Signature: P.E. Robinson Date: 10/9/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: **Paul Robinson** Dept: **2 – Board Services**

Position: ☒ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor

☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: **6/7/19** PLANNED DATE OF DEPARTURE/RETURN: **9/21/19 / 9/25/19**

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):

Destination: Washington, D.C. Purpose: S.D. Chamber Mission to Washington D.C.
Explanation: Attend conference.

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:		
• AIRFARE	$	750.00
• RENTAL CAR (Must complete page 2)	$	
• OTHER TRANSPORTATION (Taxi, Train)	$	150.00
B. LODGING	$	1,500.00
C. MEALS	$	150.00
D. SEMINAR AND CONFERENCE FEES	$	1,800.00
E. ENTERTAINMENT (If applicable)	$	
F. OTHER INCIDENTAL EXPENSES	$	50.00
TOTAL PROJECTED TRAVEL EXPENSE	$	4,400.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

→ Travelers Signature: P.E. Rob Date: 6/7/19

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

Administrator's Signature: _____ Date: _____

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, LINDA GEHLKEN, ASSISTANT AUTHORITY CLERK I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its July 1, 2019 meeting.
(Leave blank and we will insert the meeting date.)

Location: W Hotel Washington, DC
Address: 515 15th St NW, Washington, District of Columbia, 20004

ORDER SUMMARY:

Order Summaries:

Date	Type	Amt Ordered	Amt Paid	Amt Due
25-Jul-2019 4:34 PM ET	online order	$1800.00	$1800.00	$0.00

Payment Details:

Date	Type	Reference #	Amt Paid
25-Jul-2019	Visa	9096	$1800.00

Your payment for the 2019 Mission to Washington, D.C. event has been successfully processed. Please save this email for your records.

Transaction Information

Item	Transaction Information	Quantity	Amount
Event Registration	$1,800.00	1	$1,800.00
		Transaction Total	$1,800.00

Registration Confirmation Number: XNNB5S9BD37
View your registration

If you have any questions about this transaction or email, please contact Katie Tran directly at ktran@sdchamber.org.

TRAVELTRUST

Traveltrust
Phone: 1-760-635-1700

Electronic Invoice

Prepared For:
ROBINSON/PAUL

SALES PERSON	E4
INVOICE NUMBER	5545510
INVOICE ISSUE DATE	31 Jul 2019
RECORD LOCATOR	AVOMFQ
CUSTOMER NUMBER	0000SDCRAA

Client Address
SAN DIEGO COUNTY REG AIRPORT AUTHORITY
PO BOX 82776
SAN DIEGO 92138

DATE: Sat, Sep 21

Flight: AMERICAN AIRLINES 639

From	SAN DIEGO, CA	Departs	11:03am
To	CHARLOTTE, NC	Arrives	6:51pm
Departure Terminal	2		
Duration	4hr(s) 48min(s)		
Type		Meal	Lunch
Stop(s)	Non Stop		
Seat(s) Details	ROBINSON/PAUL	Seat(s) - 04D	AA - XXXXX 58

DATE: Sat, Sep 21

Flight: AMERICAN AIRLINES 545

From	CHARLOTTE, NC	Departs	8:16pm
To	WASHINGTON REAGAN, DC	Arrives	9:52pm
		Arrival Terminal	C
Duration	1hr(s) 36min(s)		
Type		Meal	
Stop(s)	Non Stop		
Seat(s) Details	ROBINSON/PAUL	Seat(s) - 03D	AA - XXXXX 58

DATE: Wed, Sep 25

Flight: AMERICAN AIRLINES 2304

From	WASHINGTON REAGAN, DC	Departs	7:45am
To	CHICAGO OHARE, IL	Arrives	8:59am
Departure Terminal	C	Arrival Terminal	3
Duration	2hr(s) 14min(s)		
Type		Meal	Breakfast

Stop(s)	Non Stop		
Seat(s) Details	ROBINSON/PAUL	Seat(s) - 03E	AA - XXXXX 58

DATE: Wed, Sep 25

Flight: AMERICAN AIRLINES 2680

From	CHICAGO OHARE, IL	Departs	10:05am
To	SAN DIEGO, CA	Arrives	12:23pm
Departure Terminal	3	Arrival Terminal	2
Duration	4hr(s) 18min(s)		
Type		Meal	Lunch
Stop(s)	Non Stop		
Seat(s) Details	ROBINSON/PAUL	Seat(s) - 06B	AA - XXXXX 58

Others

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Ticket Information

Ticket Number	AA 7385218920	**Passenger**	ROBINSON PAUL		
		Exchange	AA 5057009674		
		Billed to:	AX XXXXXXXXXXX1013	USD	* 611.50
Service Fee	XD 0770947830	**Passenger**	ROBINSON PAUL		
		Billed to:	AX XXXXXXXXXXX1013	USD	* 30.00

SubTotal	USD 641.50
Net Credit Card Billing	* USD 641.50

Total Amount Due	USD 0.00

ITINERARY NOTES:
THIS TICKET IS NON-REFUNDABLE AND MUST BE USED FOR THE FLIGHTS BOOKED. IF THE RESERVATION IS NOT USED OR CANCELLED BEFORE THE DEPARTURE OF YOUR FLIGHTS IT MAY HAVE NO VALUE. CONTACT TRAVELTRUST BEFORE YOUR OUTBOUND FLIGHT IF CHANGE IS NECESSARY.
AMERICAN AIRLINES CONFIRMATION NUMBER - AVOMFQ
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

INVOICE NOTES:
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MISSION TO WASHINGTON, D.C.

SUNDAY, SEPTEMBER 22

7:00 PM - 9:00 PM

Sunday - Welcome Reception sponsored by Verizon Wireless and Rancho Guejito
POV Rooftop, W Hotel Washington DC | 515 15th St NW, Washington, DC 20004

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:
- **Dante Dauz,** Director, Union of Pan Asian Communities (UPAC)
- **Jesus Román,** Vice President of Government Affairs, Verizon Wireless

MONDAY, SEPTEMBER 23

7:45 AM - 8:00 AM

Delegation Photo
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

8:00 AM - 9:00 AM

Monday - Breakfast sponsored by San Diego County Water Authority
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Comments:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Jim Madaffer**, Board Chair, San Diego County Water Authority
- **Mayor Kevin Faulconer,** City of San Diego

Featured speaker:
- **Ashlee Rich Stephenson**, Vice President & National Political Director, U.S. Chamber of Commerce

Speakers: Ashlee Rich Stephenson

General

9:30 AM - 10:30 AM

Panel: National Security & Rising Threats
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004
Objectives: Join us for an exciting panel that will cover a broad range of newsworthy topics including domestic terrorism including the rising threat of white nationalism, foreign affairs and our current tensions abroad, and cyber threats.
POC: Shawn VanDiver, shvandiver@deloitte.com

Speakers: Kristen Hajduk,
Shawn VanDiver,
Amy Spitalnick,
Molly Claflin

Education & Workforce Development

9:30 AM - 10:00 AM

US Chamber Foundation on High-Quality Early Childhood Education
US Chamber Headquarters, 1615 H St NW, Washington, DC 20062

Meeting Location: US Chamber Headquarters, 1615 H St NW, Washington, DC 20062 (0.4 miles walk from hotel)
ENTRANCE: Upon our arrival, please have the front desk give Jocelyn Ganzert (Coordinator, Political Affairs and Federation Relations) a call and she will escort us to the meeting room.
Meeting with: Senior Manager for Policy and Programs, Joshua Westfall
Meeting objectives: The path to that education starts with a solid foundation constructed in the first years of life. Investments in high-quality early childhood education and care support our current workforce (working parents) and strengthen business today while building the workforce we'll depend on tomorrow and for decades to come.
POC: Chamber: Sara Kamiab, skamiab@sdchamber.org, c: 760-685-3445, Jocelyn Ganzert, US Chamber Political Affairs and Federation Relations Coordinator, 202-463-5519, JGanzert@uschamber.com

Speakers: Joshua Westfall

Transportation & Tourism

10:00 AM - 11:00 AM

Meeting with Department of Transportation Leadership
1200 New Jersey Ave SE, Washington, DC 20590

Entrance directions: Arrive 15 minutes early for security. Delegates *MUST* have government-issued photo ID to gain access to the building. Sean Poole will meet you in the lobby and escort you up to the conference room.
Meeting with:
- **Anne Reinke- Deputy Assistant Secretary for Intergovernmental Affairs**
- **Dan DeBono- Chief Infrastructure Funding Officer**
- **Heather Dean- FHWA Congressional Affairs Officer**
- **Sean Poole- Senior Intergovernmental Affairs Officer**

Meeting Objectives:
- Regional mobility proposals
- SR-11
- Surface transportation bills
- Possible expansion of TIFIA
- Emerging technologies
- Passenger facility charge

Meeting Contact: Sean Poole (202) 366-3132 sean.poole@dot.gov

Speakers: Anne Reinke,
Dan DeBono,
Heather Dean

Education & Workforce Development

10:25 AM - 11:00 AM

Department of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel)
ENTRANCE: Enter from C street, Meet Jack Cox in the lobby to show IDs where we will be escorted to the conference room. Please allow extra time/be early for ID check.
Meeting with: Dept of Education, Office of Postsecondary Education Bob King
Meeting Objectives
- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Jack Cox, Bob's assistant, Jack.Cox@ed.gov

Speakers: Robert King

Energy & Water

10:30 AM - 11:00 AM

Bureau of Reclamation Commissioner Brenda Burman
1849 C Street, NW - Washington, DC 20240 - Conference Room 7637

Meeting with: Brenda Burman, Commissioner, Bureau of Reclamation
Location: Department of the Interior-Main Interior Building (MIB) - Bureau of Reclamation - 1849 C Street, NW - Washington, DC 20240 - Conference Room 7637.
Entrance/Security Information: Enter the MIB on the C Street side to go through the security checkpoint. Please allow sufficient time to clear the security checkpoint and ensure all meeting attendees bring a photo ID for security clearance.
POC: Sandy Eto (Bureau staff member), cell: 480-267-2416, office: 202-513-0673
Objectives:
- Advocate for affordable, safe, clean, reliable, sustainable, and diverse supplies of water
- Communicate importance of achieving greater water supply and independence, such as expanding water reuse and recycling programs, especially in light of recent statewide drought
- Advocate the Bureau of Reclamation to maintain funding for salinity control programs on the Colorado River
- Support Drought Contingency Plan (DCP) and maximize available storage at Lake Meade

- Advocate for federal funding through the Water Resources Development Act and Interior Appropriations, to ensure that Salton Sea restoration, as memorialized in the 2015 State-Federal Memorandum of Understanding, remains a federal priority
- Highlight the Carlsbad desalination plant as an example of a successful public-private partnership

Team Lead: Dan Denham, San Diego County Water Authority

Speakers: Brenda Burman, Sandy Eto

International Trade & Cross Border Commerce

10:30 AM - 11:30 AM

Meeting with U.S. Customs and Border Protection
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Meeting with: Todd Owen, Executive Assistant Commissioner, Office of Field Operations

Team leader: Nancy Gudino, International and Public Affairs Manager, Cross Border Xpress (CBX)

Meeting objectives:

Hear a general update from CBP on operations at land ports of entry including:

- Status of CBP's work to fill vacancies
- CBP's work to increase efficiencies at cargo inspections. CBP is looking at utilizing new technologies to expedite cargo processing at ports of entry, in order for trucks and train cars to be inspected while in motion.
- Work to consolidate Trusted Traveler Programs: NEXUS, SENTRI, and Global Entry - North American Trusted Traveler

Opportunity to share information, progress, or inquire about regional projects that enhance trade such as:

- Support for a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Otay Mesa East POE (video overview available in English and Spanish)

POC: Allison Suliveras (202)344-1909 allison.m.sulliveras@cpb.dhs.gov

Speakers: Todd Owen

Healthcare

11:00 AM - 11:30 AM

Meeting with Key Health Staffer from Rep. Frank Pallone's Office
2107 Rayburn HOB, 45 Independence Ave SW, Washington DC 20515

Meeting with: Una Lee, Chief Counsel on the Energy & Commerce Health Subcommittee

Meeting Objectives:

- 340B
- Drug pricing proposals
- Access and coverage

POC: Alexander Gristina, (202) 225-4671, alexander.gristina@mail.house.gov

12:00 PM - 1:00 PM

Monday - Luncheon sponsored by Metropolitan Water District of Southern CA
Dirksen Senate Building, Rm. SD-106, 50 Constitution Avenue NE, Washington, DC 20002

Please allow extra time for security checks at the building entrance.

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Meena Westford,** Special Projects Manager, Metropolitan Water District

Speakers:

- **Ambassador Carlos Gonzalez Gutierrez**, Consul General of Mexico in San Diego
- **Mexico Ambassador to the U.S. Martha Barcena**

Speakers: Ambassador Martha Barcena, Ambassador Carlos Gutierrez

Healthcare

1:30 PM - 2:00 PM

Meeting with Key Health Staffer from Sen. Harris' Office (Mellette)
112 Hart Senate Office Building, 120 Constitution Ave NE, Washington, DC 20002

Meeting with: Kelsey Mellette, Policy Advisor

Meeting Objectives:

- Share promising San Diego programs, including innovative pilot programs and collaborations
- Express concerns with some federal policies including 340B changes, the public charge rule, and challenges with coverage

POC: Kelsey Mellette, (202) 224-3553

Energy & Water

1:30 PM - 2:00 PM

Key House Energy & Commerce Committee - Environment & Climate Change Subcommittee Staffer
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with: Brendan Larkin, Key Staffer of the House Energy & Commerce Committee - Environment & Climate Change Subcommittee
Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003
Objectives:

- Advocate for Pure Water San Diego
- Advocate for Ocean Pollution Reduction Act II (OPRA II) of 2019 (Peters)
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution
- Increase funding of EPA's Border Water Infrastructure Program (BWIP)
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Brendan Larkin, brendan.larkin@mail.house.gov, office: (202) 225-5076
Team Lead: Lisa Kay, Alta Environmental

Speakers: Brendan Larkin

Transportation & Tourism

1:30 PM - 2:00 PM

Office of Sen. John Thune: Transportation Staff
511 Dirksen Senate Office Building, 50 Constitution Ave NE, Washington DC 20002

Meeting with: Chance Costello, Legislative Assistant for Transportation
Meeting Objectives:

- SR-11
- Regional mobility proposals
- Emerging technologies

POC: Johanna Scheich, (202) 224-2321, johanna_scheich@thune.senate.gov

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Department of State (DeptofStateMeeting)
U.S. Department of State, 2201 C Street NW Washington, D.C. 20520

Meeting with Department of State
Team leader: Consul General Sue Saarnio, U.S. Consulate in Tijuana
Meeting Objectives:

- Discuss efforts to reduce transboundary pollution impacting the Tijuana River Valley
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Reiterate our region's support for the USMCA

POC: Michael Gray, GrayMW3@state.gov
****Please arrive 30 minutes in advance for security clearance - A valid picture ID is required****

Speakers: Hugo F. Rodriguez Jr.

General

2:30 PM - 3:30 PM

Panel: San Diego Legislative Directors
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with:

- Jonathan Gilbert, Office of Rep. Mike Levin
- Reed Linsk, Office of Rep. Duncan Hunter
- Scott Hinkle, Office of Rep. Juan Vargas

- Sterling McHale, Office of Rep. Scott Peters
- Ian Staples, Office of Rep. Susan Davis

Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003

Objectives:

- Discuss legislative priorities with the Legislative Directors from San Diego's Congressional offices.

POC: Sophie Barnhorst, Chamber Staff, sbarnhorst@sdchamber.org, c: (619) 997-7680

Team Lead: Caroline Winn, SDG&E

Speakers: Ian Staples,
Sterling McHale,
Scott Hinkle,
Jonathan Gilbert

Transportation & Tourism

2:30 PM - 3:00 PM

Meeting with Rep. Napolitano's Legislative Director
1610 Longworth House Office Building, 15 Independence Ave SE, Washington, DC 20515

Meeting with: Joe Sheehy, Legislative Director for Representative Grace Napolitano (D- CA)

Meeting Objectives:

- Regional mobility proposals
- SR-11
- Emerging technology
- Reconciling differing priorities from California to the federal government

POC: Joe Sheehy, Joe.sheehy@mail.house.gov; (202) 225-5256

Education & Workforce Development

2:30 PM - 3:15 PM

Secretary and Deputy Secretary of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel, 1.0 mile from Dirksen Senate Office Building where lunch before is)

ENTRANCE:

- Enter from C street (Maryland Ave entrances currently closed)
- Once you enter the building, please go through security as directed
- Then sign in at the reception desk
- Please inform them you are here to see Cody Reynolds (they will call him to come down & escort group)
- **BRING YOUR ID**
- Please allow extra time/be early for ID check.

Meeting with: Secretary Betsy DeVos with Deputy Secretary of Education Dr. Mitchell Zais

Meeting Objectives:

- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Cody Reynolds, Cody.Reynolds@ed.gov, (202) 256-6827.

Speakers: Mitchell Zais,
Betsy Devos

International Trade & Cross Border Commerce

4:30 PM - 5:00 PM

Meeting with Department of Commerce (DeptofCommerce)
DOC, International Trade Administration U.S. Department of Commerce 1401 Constitution Ave NW

Meeting with Department of Commerce

Team leaders: Councilman William Sandke, City of Coronado & Courtney Hammond, Deloitte

Meeting Objectives:

- Share information about our outreach efforts to secure support for USMCA
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a new rail Port of Entry facility in Tecate with pre-inspection capacity.

Speakers: Richard Steffens

5:00 PM - 7:00 PM

Monday - Reception sponsored by Brownstein Hyatt Farber Schreck
Brownstein Hyatt Farber Schreck, 1155 F St NW Suite 1200, Washington, DC 20004

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Dante Dauz,** Union of Pan Asian Communities (UPAC)
- Brownstein Hyatt Farber Schreck

TUESDAY, SEPTEMBER 24

6:00 AM - 7:00 AM

Sunrise Monuments Run

POC: Paola Avila, SDRCC Vice President of International Business Affairs (858)245-6362

8:00 AM - 9:00 AM

Tuesday - Breakfast sponsored by San Diego State University
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Welcome:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:

- **Adrienne Vargas,** VP, University Relations and Development, San Diego State University

Speakers:

- **Acting Secretary of Labor Patrick Pizzella**
- **Ambassador C.J. Mahoney,** Deputy United States Trade Representative, Office of the USTR

Speakers: Patrick Pizzella, Ambassador C.J. Mahoney

General

9:00 AM - 9:30 AM

Congressman Mike Levin
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Congressman Mike Levin on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

9:30 AM - 10:30 AM

Panel: Making National Policies Work Locally to Solve Homelessness
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

One of the most pressing challenges to the San Diego region is how best to address homelessness. Join us for a panel discussion to hear from national leadership regarding local response, the role of the private sector, and how best to leverage partnerships to make real impacts.

Panel Participants:

- Norm Suchar, Office of Special Needs Assistance Programs, U.S. Department of Housing & Urban Development
- Nan Roman, President & CEO, National Alliance to End Homelessness
- Lindsay Knotts, Policy Director, U.S. Interagency Council on Homeless

POC: Stefanie Benvenuto (714) 336-6536, sbenvenuto@sdchamber.org

Moderators: Rick Gentry

Energy & Water

9:30 AM - 10:30 AM

Meeting with U.S. Department of Energy Leadership
U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585

Meeting with: Conner Prochaska, Chief Commercialization Officer, U.S. Department of Energy
Location: U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585
Entrance/Security: ***DOE is a high-security building so plan to arrive at 9:30 am. The meeting will begin at 10:00 am after everyone has checked in and is escorted to the meeting room. Ask for Sheryl Gelfand, 202-584-5039, at the lobby visitors desk.
Objectives:

- Advocate for DOE research funding for energy storage
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Sheryl Gelfand, 202-584-5039, sheryl.gelfand@hq.doe.gov
Team Lead: Warren Ruis

Speakers: Conner Prochaska

Defense & Security

9:30 AM - 10:00 AM

Principal Deputy Under Secretary for Benefits, Margarita Devlin
Department of Veterans Affairs, 1800 G Street, NW, Washington, DC 20006

Meeting with: Principal Deputy Under Secretary for Benefits, Margarita Devlin
Location: U.S. Department of Veterans Affairs Administration Offices, 1800 G Street, NW, in Washington, DC 20006
Objectives:

- Share the region's process in addressing veteran transition issues, including employment trends and challenges
- Request departmental assistance in refining VASH vouchers and screening processes

POC: Andrea Downs, 202-461-9820 Andrea.downs@va.gov
Team Lead: Dennis DuBard, General Dynamics NASSCO

10:00 AM - 10:30 AM

Director Phil Keith, Community Oriented Policing Services (COPS)
145 N St NE, Washington, DC 20002

Meeting with: Director Phil Keith, Director of Community Oriented Policing Services
Team Lead: Jack Schaeffer
Meeting Objectives: Update on grant funding, discuss San Diego's regional challenges in law enforcement and efforts to bring about more innovative solutions.
POC: Alicia Coleman, acoleman@cops.usdoj.gov

Transportation & Tourism

10:00 AM - 10:30 AM

Meeting with Congressman John Garamendi
2368 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Congressman John Garamendi
Meeting Objectives:

- Share progress on regional mobility plans
- Discuss conflicting priorities between state and federal leadership, seek advice on how best to move forward with local priorities
- Thank the Representative for his continued support and partnership in San Diego

POC: Tessa Browne, tessa.browne@mail.house.gov, (202) 225-1880

Education & Workforce Development

10:00 AM - 10:30 AM

Department of Labor, Office of the Secretary
DOL: 200 Constitution Ave, NW; ETA Conference Room; S-2322

Meeting Location: Department of Labor, 200 Constitution Ave, NW, Washington, DC 20210 (1.2 miles from W Hotel)
ENTRANCE: Please enter USDOL located at 200 Constitution Ave. NW, through our Visitor's Entrance (Fountain Entrance) on 3rd and C Street, NW. Once checked-in at security, please have the officers call their office at (202) 693-2772 and someone will escort the group to the meeting.
Meeting with: Chief of Staff to the Secretary of Labor, Timothy Taylor & Department of Labor Employment and Training Administration staff
Meeting Objectives:

- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants

- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Amy Bosserdet, Executive Assistant to John Pallasch, 202.693.2772, bosserdet.amy.e@dol.gov

Speakers: Timothy Taylor

General

10:45 AM - 11:30 AM

Rep. Susan Davis & Rep. Scott Peters
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Rep. Susan Davis & Rep. Scott Peters on the political landscape in Washington, DC and about their policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Speakers: Scott Peters,
Susan Davis

12:00 PM - 1:00 PM

Tuesday - Luncheon sponsored by Kaiser Permanente
Convene, 575 7th St NW, Washington, DC 20004

Entrance: Rideshares should be instructed to drop off at 575 7th Street Terrell Place, **not 575 F Street or 575 E Street.** For those metroing, Convene (Terrell Place) is across the street from the Chinatown Metro Station and just a short walk from Metro Center. To exit the Chinatown Metro Station go to the upper most floor and follow signs for the 7th and F Street exit, ride the escalators up to the street level and walk straight ahead across the street. The entrance will be directly in front of you with Capital One arena behind you and past Rosa Mexicana to the left.
*Join **Rep. Scott Peters** (CA-52) and other panelists to hear about how bipartisanship and businesses play a vital role in addressing climate change. The panel will also cover the Climate Playbook – Rep. Peters' effort to pass actionable climate legislation, and what America outside of San Diego thinks about climate change.*
Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Rodger Dougherty**, Senior Director of Public Affairs, Kaiser Permanente

Panelists:

- **Rev. Mitch Hescox**, President, Evangelical Environmental Network
- **Dr. Margaret Leinen**, Vice Chancellor for Marine Sciences, Director of Scripps Institution of Oceanography, Dean of the School of Marine Sciences
- **Tiernan Sittenfeld**, Senior Vice President for Government Affairs, League of Conservation Voters

Speakers: Scott Peters,
Mitch Hescox,
Margaret Leinen,
Tiernan Sittenfeld

Healthcare

1:30 PM - 2:15 PM

Meeting with Centers for Medicare & Medicaid Services
200 Independence Ave SW, Washington DC 20201

Entrance Directions: Please arrive 15 minutes in advance for security. Call Carrie Iqbal upon arrival (240) 412-5332

Meeting with: Demetrios L. Kouzoukas (Principal Deputy Administrator), Carol Blackford (Director, Hospital & Ambulatory Policy), Donald Thompson (Director, Division of Acute Care)

Meeting Objectives:

- 340B
- Disproportionate Share Hospitals
- Changes in coverage and access including the impact of the public charge rule

POC: Carie Iqbal, carie.iqbal@cms.hhs.gov (240) 412-5332

Defense & Security

1:45 PM - 2:15 PM	**Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)** **The Pentagon, 1400 Defense Pentagon, Washington, DC 20301** **Meeting with:** Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment) **Location:** The Pentagon, 1400 Defense Pentagon, Washington, DC 20301 **Entrance/Security:** Bring valid identification and plan to arrive early to go through security. **POC & Team Lead:** Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116 **Speakers:** Lucian Niemeyer	
2:00 PM - 4:30 PM	**Pentagon Tour & Briefing** An exclusive opportunity to tour the Pentagon and hear the latest on how innovation meets policy and national defense in one building. **Entrance/Security:** ***The Pentagon is a high security building and security will take time to get through. Please arrive at 2:00 pm. The tour/briefing will start at 2:30 pm. **POC:** Jaelin Lespier, Pentagon Staff, 703-697-4786 **Team Lead:** Shawn VanDiver, shvandiver@deloitte.com	

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM	**Meeting with Nancy Pelosi's Staff** **Meeting with:** Katherine Monge & Jaime Lizarraga, Senior Policy Advisors **Team leader:** Monique Rodriguez, QUALCOMM **Meeting Objectives**: • Convey our support for USMCA, share outreach efforts to secure support, and ask to bring the agreement forward for a vote • Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for HR 132 (NADBank Improvement Act of 2019), HR 3895 (NADBank Pollution Solution Act), HR 511 (Tijuana River Navy Impact Resolution), and HR 4039 (Border Water Infrastructure Improvement Act) • Increase funding of EPA's Border Water Infrastructure Program **Supporting Documents:** • NADBank TJRV Diversion Study • SD County - SB 507 Needs & Opportunities Assessment **Speakers:** Katherine Monge, Jaime Lizarraga	

Energy & Water

2:30 PM - 3:15 PM	**Meeting with U.S. Environmental Protection Agency** **1200 Pennsylvania Ave NW, Washington, DC 20004** **Team leaders:** Neil Mohr, Republic Services & Mayor Serge Dedina, City of Imperial Beach **Objectives:** • Advocate for Pure Water San Diego • Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for H.R. 132 (R.Cuellar - NADBank Improvement Act of 2019), H.R. 3895 (R. Vargas & Peters - NADBank Pollution Solution Act), H.Res. 511 (R. Davis - Tijuana River Navy Impact Resolution), H.R. 4039 (R. Levin - Border Water Infrastructure Improvement Act), and S. 267 (Feinstein). **Supporting Documents:** • NADBank Tijuana River Diversion Study • County of San Diego - S.B. 507 Needs and Opportunities Assessment **Speakers:** Lisa Almodovar, Hector Aguirre, Brent Maier, Dave Ross, Sally Gutierrez, Greg Spraul, Maria Lopez-Carbo, John Ravenscroft, Emily Isaacs	

Defense & Security

2:30 PM - 3:00 PM	**James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)** **The Pentagon, 1400 Defense Pentagon, Washington, DC 20301** **Meeting with:** James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities) **Location:** The Pentagon, 1400 Defense Pentagon, Washington, DC 20301 **Entrance/Security:** Bring valid identification and plan to arrive early to go through security. **POC & Team Lead:** Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116 **Speakers:** James B. Balocki

Healthcare

2:45 PM - 3:15 PM	**Meeting with Key Health Staffer from Rep. Peters' Office** **2338 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515** **Meeting with:** Anais Borja, Health Policy for Representative Peters **Meeting Objectives:** • Preservation of the 340B program • Policies to support Disproportionate Share Hospitals • Highlight innovative policy solutions currently implemented in San Diego **POC:** Anais Borja, anais.borja@mail.house.gov **Speakers:** Anais Borja

General

3:45 PM - 4:15 PM	**Rep. Juan Vargas** **Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)** Hear from Rep. Juan Vargas on the political landscape in Washington, DC and about his policy priorities for this legislative session. **Location:** Office of Rep. Vargas, Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515) **Speakers:** Juan Vargas

5:00 PM - 7:00 PM	**Tuesday - Reception sponsored by Cox Communications** **The Watergate Hotel, 2650 Virginia Ave NW, Washington, DC 20037** Welcome: • **Jerry Sanders,** President & CEO, San Diego Regional Chamber Sponsor comments: • **Cassandra Weinlein**, Government Affairs Manager, Cox Communications • **Michael Hadland,** Government Affairs Manager, Cox Communications
10:00 PM - 1:00 AM (September 25, 2019)	**Late Night Capitol Tour with Congressman Vargas** **Please note that this tour concludes around 1:00 AM. WEAR COMFORTABLE SHOES AND PLEASE BE ON TIME.** **Meeting Location:** Meet inside of the 24-hour entrance to Longworth, which is located on S. Capitol Street SE, between Independence Avenue SW and C Street SW. At this late night Capitol visit, Congressman Juan Vargas will give an exclusive, behind-the-scenes tour and share interesting historical facts on the national landmark. **Speakers:** Juan Vargas

WEDNESDAY, SEPTEMBER 25

8:00 AM - 9:00 AM	**Wednesday - Breakfast & Closing Session** **Studio Room, W Hotel, 515 15th St NW, Washington, DC 20004** Attend the breakfast and closing session for a chance to win a pair of round-trip flights courtesy of Southwest Airlines, and more!

Plus, we will feature a light hearted conversation with two campaign operatives who will discuss campaign money, the future of Democrats vs. Republicans, and what to expect (or how to plan for the unexpected) in 2020's election cycle.
Comments:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Panelists:

- Corey Platt, Founder, Act Now on Climate PAC
- Kelly Sadler, Communications Director, America First Action Super PAC

Speakers: Corey Platt,
Kelly Sadler

10:15 AM - 11:45 AM **White House Tour**

REGISTRATION IS CLOSED. MAKE SURE YOU'RE ON THIS CONFIRMED LIST. Print this BOARDING PASS or ask Chamber staff for a copy. This pass is required for check in.

Prohibited:

- Handbags, book bags, backpacks or purses
- Video Recorders, flash photography or live stream as well as talking or texting on cellular phones
- Food or beverages, tobacco products, personal grooming items (i.e. makeup, lotion, etc.)
- Any pointed objects, aerosol containers

Bring with you:

- A Valid Government-Issued Photo ID - Drivers Licenses, Military IDs, Green Cards, and Passports are all valid forms of identification. US Citizens who are age 17 and under do not need a government-issued ID.
- Foreign Passport - All foreign nationals must present a passport, regardless of age.
- RSVP Info Must Match Your ID - All security information submitted to the White House using the RSVP link must match the valid, government-issued photo ID presented to US Secret Service on the day of your tour.
- Printed Boarding Pass

Arrival:

- Arrive 15 Minutes Before Scheduled Tour Time - This will help facilitate check in and clearing security.
- Enter the White House Complex at the intersection of 15th St NW and Alexander Hamilton Place NW
- Dress for the weather - Guests will be standing outside before their tour.
- Eat a snack and hydrate prior to arrival - Guests are prohibited from bringing outside food and drink into the White House.
- There are no restrooms available inside the White House - Restrooms are located at the Ellipse Visitor Pavilion and the White House Visitor Center.
- Only approved guests are permitted on tours - Unapproved additions and/or substitutions to your guest list are strictly prohibited and will be turned away by US Secret Service.

RE:

BOARD MEMBER
PAUL ROBINSON
MISSION TO WASHINGTON D.C.
9/21 to 9/25/19

TAXICAB RECEIPT

Time: 8:30 p.m.
Date: 9/21/19

Origin of trip: Regan DCA

Destination: W Hotel

$24 + 6 Tip

Fare: $30. Sign: PE Robinson

TAXICAB RECEIPT

Time: 5:00 a.m
Date: 9/25/19

Origin of trip: W Hotel

Destination: Regan DCA

$16 + 4 Tip

Fare: $20 Sign: PE Robinson

P Robinson
Mission to
Washington

Paul Robinson

From: no-reply@lyftmail.com on behalf of Lyft Ride Receipt <no-reply@lyftmail.com>
Sent: Wednesday, September 25, 2019 4:31 PM
To: Paul Robinson
Subject: Your ride with Hannah on September 24

lyf

SEPTEMBER 24, 2019 AT 7:22 PM

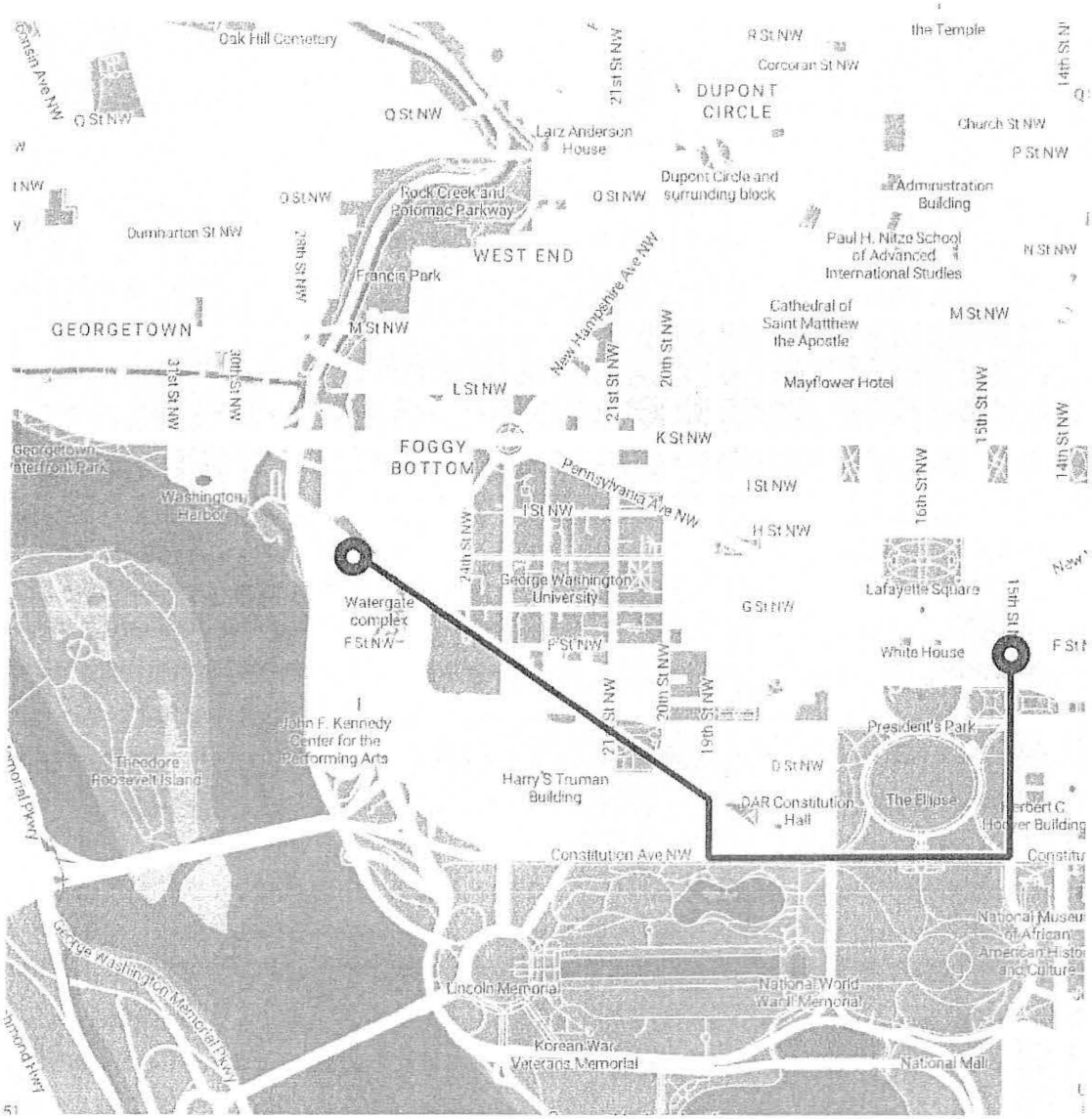
Thanks for riding with Hannah!

Lyft fare (1.75mi, 7m 47s)	$7.45
DC City Fee	$0.45

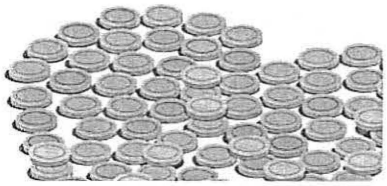
AMERICAN EXPRESS American Express *1003 **$7.90**

Watergate Hotel
To W Hotel

P B. Robinson



- **Pickup 7:22 PM**
  2620 Virginia Ave NW, Washington, DC
- **Drop-off 7:30 PM**
  1488 F St NW, Washington, DC



W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

Paul Robinson
United States Of America
201140 - 2019 MISSION TO WASHINGTON, DC

Page Number	:	1	Invoice Nbr	: 327847
Guest Number	:	750186		
Folio ID	:	A		
Arrive Date	:	21-SEP-19	22:04	
Depart Date	:	25-SEP-19	05:04	
No. Of Guest	:	1		
Room Number	:	424		
Marriott Bonvoy Number	:			

Copy Tax Invoice

Tax ID :
W Washington D WASWH SEP-25-2019 17:41 MJFEL531

Date	Reference	Description	Charges (USD)	Credits (USD)
21-SEP-19	RT424	Room Chrg - Grp - Corporate	349.00	$401.18
21-SEP-19	RT424	Occupancy/Tourism	52.18	
22-SEP-19	22996	W Restaurant	5.40	
22-SEP-19	23008	W Restaurant	34.60	
22-SEP-19	RT424	Room Chrg - Grp - Corporate	349.00	$401.18
22-SEP-19	RT424	Occupancy/Tourism	52.18	
23-SEP-19	RT424	Room Chrg - Grp - Corporate	349.00	$401.18
23-SEP-19	RT424	Occupancy/Tourism	52.18	
24-SEP-19	23434	W Restaurant	44.30	

Continued on the next page

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

Paul Robinson
United States Of America
201140 - 2019 MISSION TO WASHINGTON, DC

Page Number	:	2	Invoice Nbr	:	327847
Guest Number	:	750186			
Folio ID	:	A			
Arrive Date	:	21-SEP-19	22:04		
Depart Date	:	25-SEP-19	05:04		
No. Of Guest	:	1			
Room Number	:	424			
Marriott Bonvoy Number	:				

Date	Reference	Description	Charges (USD)	Credits (USD)
24-SEP-19	23422	W Restaurant	22.60	
24-SEP-19	RT424	Room Chrg - Grp - Corporate	349.00	
24-SEP-19	RT424	Occupancy/Tourism	52.18	
25-SEP-19	AX	American Express-1003		-1711.62
	For Authorization Purpose Only			
	xxxxxx1003			
	Date	Time Code Authorized		
	21-SEP-19	22:04 851920 2024.20		
25-SEP-19	117192	Munchie Bar	26.40	
SEP-25-2019	AX	American Express		-26.40

Approve EMV Receipt for AX - 1003: Signature Captured
TC:F93875902474C724 TVR:0000008000

Continued on the next page

W Washington DC
515 15th Street, NW
Washington, DC 20004
United States
Tel: 202-661-2400 Fax: 202-661-2425

HOTELS

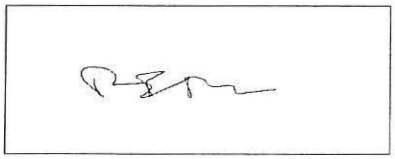
Paul Robinson
United States Of America
201140 - 2019 MISSION TO WASHINGTON, DC

Page Number	:	3	Invoice Nbr	:	327847
Guest Number	:	750186			
Folio ID	:	A			
Arrive Date	:	21-SEP-19	22:04		
Depart Date	:	25-SEP-19	05:04		
No. Of Guest	:	1			
Room Number	:	424			
Marriott Bonvoy Number	:				

Application Label:AMERICAN EXPRESS

** Total	1738.02	-1738.02
*** Balance	0.00	

I agreed to pay all room & incidental charges.



For your convenience, we have prepared this zero-balance folio indicating a $0 balance on your account. Please be advised that any charges not reflected on this folio will be charged to the credit card on file with the hotel. While this folio reflects a $0 balance, your credit card may not be charged until after your departure. You are ultimately responsible for paying all of your folio charges in full.

Tell us about your stay. www.whotels.com/reviews

Continued on the next page

GSA U.S. General Services Administration

FY 2019 Per Diem Rates for District of Columbia, District of Columbia

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	$76	$18	$19	$34	$5	$57.00

M. WEST

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

TRAVEL EXPENSE REIMBURSEMENT REPORT - Board Members, President/CEO, General Counsel, Chief Auditor

(To be completed within 30 days from travel return date for domestic travel; 45 days for international travel)

Refer to Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy outlining appropriate reimbursable expenses. Attach all required supporting documentation. All receipts must be detailed (credit card receipts do not provide sufficient detail). Any special items should be explained in the space provided below.

Policy 3.30 - Business and Travel Expense Reimbursement — Business and Travel Reimbursement Guidelines

Employee/Trip Information — Date: 10/4/2019

Name: Mark West — Dept: 2 - Board Services

Departure Date: 9/22/2019 — Return Date: 9/25/2019 — Report Due: 10/25/19

Destination: Washington, D.C.

Business Purpose: San Diego Chamber Mission to Washington D.C.

Expense items not included in Per Diem	Authority Prepaid Expenses	Employee Paid Expenses							TOTAL
		9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Air Fare, Railroad, Bus	798.50	137.20			65.94				203.14
Conference Fees									-
Rental Car									-
Gas									-
Parking & Tolls									-
Mileage - Attach mileage form									-
Taxi / TNC / Shuttle Fare		6.47	1.25	32.76					40.48
Lodging		401.18	401.18	401.18					1,203.54
Telephone, Internet and Fax									-
Laundry									-
*Miscellaneous:									-
									-
	$ 798.50								$1,447.16

Expense items included in Per Diem:

Meals & Incidental Expenses (M&IE)

Meals will be reimbursed at established Per Diem rates. Receipts shall not be required except for authorized meals above per diem rate (approved by CEO or Vice President below). If a meal is provided by a conference or meeting, do not include the meal for reimbursement below. On first travel day, only include lunch and dinner if flight departs after 9:00 a.m. On last travel day, only include breakfast and lunch if flight returns before 6:00 p.m.

GSA Per Diem for Domestic — US Dept of State Per Diem for International

	Enter Daily Per Diem Rate	9/22/19 Sunday	9/23/19 Monday	9/24/19 Tuesday	9/25/19 Wednesday	9/26/19 Thursday	9/27/19 Friday	9/28/19 Saturday	
Breakfast	$18.00			18.00					18.00
Lunch	$19.00	19.00		19.00					38.00
Dinner	$34.00	34.00	34.00	34.00					102.00
Incidentals	$5.00	5.00	5.00	5.00					15.00
Total M&IE	$76.00	58.00	39.00	76.00					173.00
									-
Total Meal and Incidental Expenses		$ 58.00	$ 39.00	$ 76.00	$ -	$ -	$ -	$ -	173.00

Explanation:

9/24 Transportation: $32.76 Total = $5.03+$27.73 Lyft charges
9/22 & 9/25 Additional Air Fare Cost: Add-on fees for Extra Leg Room $65.94 Total = $36.96+$28.98 (See American Airlines receipts)

Trip Grand Total	2,418.66
Less Cash Advance (Attach copy of Authority check)	
Less Expenses Prepaid by Authority	798.50
Due Traveler - if positive amount, prepare check request **Due Authority** - if negative, attach check payable to SDCRAA	$1,620.16

Note: Send this report to Accounting even if the amount is $0.

By signing below, TRAVELER: (a) acknowledges understanding and agreeing to be bound by Authority Policy 3.30 - Business and Travel Expense Reimbursement Policy; (b) certifies that this report is true and correct and all claimed expenses were incurred in connection with official Authority business; and (c) understands that any purchases/claims that are not allowed will be traveler's responsibility. By signing below, ADMINISTRATOR certfiies, based on reasonable inquiry, that expenses approved in this report were reasonable, necessary, directly related to the Authority's business, and that they are reimbursable under Authority Policy 3.30.

Prepared By: Linda Gehlken — Ext.: x4557

Traveler's Signature: [signature] — Date: 10/15/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE (To be completed by Clerk)

I, _____ hereby certify that this document was approved by the Executive Committee at it's meeting on _____

Clerk Signature: _____ Date: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
OUT-OF-TOWN TRAVEL REQUEST

GENERAL INSTRUCTIONS:

A. All travel requests must conform to applicable provisions of Policies 3.30 and 3.40.
B. Personnel traveling at Authority expense shall, consistent with the provisions of Policies 3.30 and 3.40, use the most economical means available to affect the travel.

1. TRAVELER:

Travelers Name: Mark West Dept: 2 – Board Services

Position: ☒ Board Member ☐ President/CEO ☐ Gen. Counsel ☐ Chief Auditor

☐ All other Authority employees (does not require executive committee administrator approval)

2. DATE OF REQUEST: 7/5/19 PLANNED DATE OF DEPARTURE/RETURN: 9/21/19 / 9/25/19

3. DESTINATIONS/PURPOSE (Provide detailed explanation as to the purpose of the trip– continue on extra sheets of paper as necessary):

Destination: Washington, D.C. Purpose: S.D. Chamber Mission to Washington D.C.
Explanation: Attend conference.

4. PROJECTED OUT-OF-TOWN TRAVEL EXPENSES

A. TRANSPORTATION COSTS:		
• AIRFARE	$	750.00
• RENTAL CAR (Must complete page 2)	$	
• OTHER TRANSPORTATION (Taxi, Train)	$	150.00
B. LODGING	$	1,500.00
C. MEALS	$	150.00
D. SEMINAR AND CONFERENCE FEES	$	n/a
E. ENTERTAINMENT (If applicable)	$	
F. OTHER INCIDENTAL EXPENSES	$	50.00
TOTAL PROJECTED TRAVEL EXPENSE	$	2,600.00

CERTIFICATION BY TRAVELER By my signature below, I certify that the above listed out-of-town travel and associated expenses conform to the Authority's Policies 3.30 and 3.40 and are reasonable and directly related to the Authority's business.

→Travelers Signature: _____ Date: 7/15/19

CERTIFICATION BY ADMINISTRATOR (Where Administrator is the Executive Committee, the Authority Clerk's signature is required).

By my signature below, I certify the following:

1. I have conscientiously reviewed the above out-of-town travel request and the details provided on the reverse.
2. The concerned out-of-town travel and all identified expenses are necessary for the advancement of the Authority's business and reasonable in comparison to the anticipated benefit to the Authority.
3. The concerned out-of-town travel and all identified expenses conform to the requirements and intent of Authority's Policies 3.30 and 3.40.

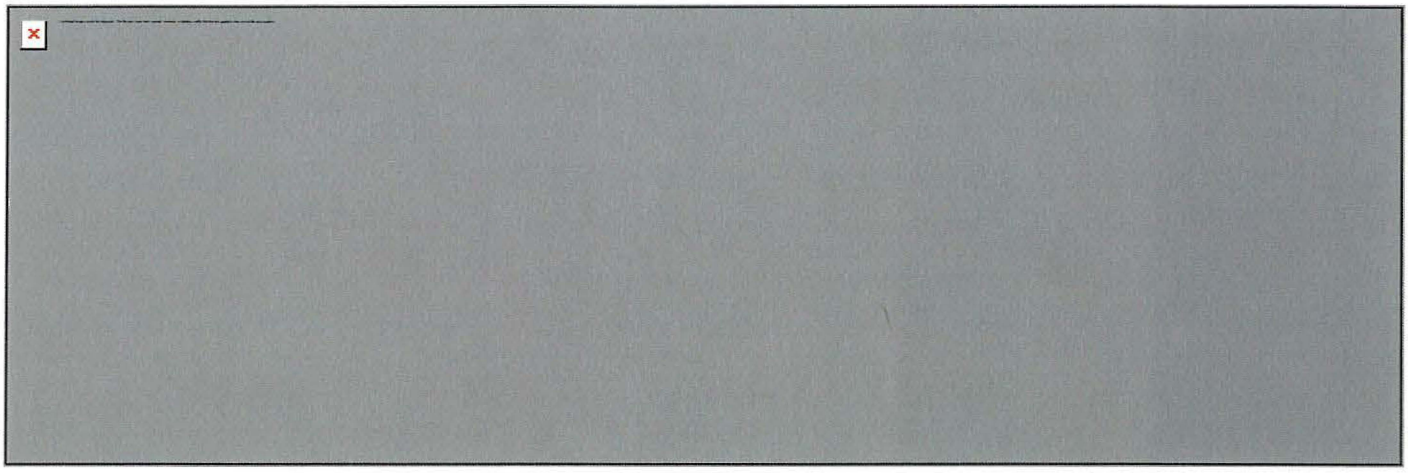
Administrator's Signature: _____ Date: 7/23/19

AUTHORITY CLERK CERTIFICATION ON BEHALF OF EXECUTIVE COMMITTEE

I, Martha Morales, Asst. Authority Clerk I, hereby certify that this document was approved
(Please leave blank. Whoever clerk's the meeting will insert their name and title.)
by the Executive Committee at its August 26, 2019 meeting.
(Leave blank and we will insert the meeting date.)

Gehlken Linda

From: Katie Tran <ktran@sdchamber.org>
Sent: Wednesday, August 7, 2019 9:08 AM
To: Gehlken Linda
Subject: Registration Confirmed - 2019 Mission to Washington, D.C.



Dear Linda:

Please save this email for future reference.

Event: 2019 Mission to Washington, D.C.
Number in Party: 1
Time: 7:00 pm
Date: September 22, 2019
Location: W Hotel Washington, DC
Address: 515 15th St NW, Washington, District of Columbia, 20004
Dress:

Group Confirmation Number: GPNYNR7Q5J2
Primary Registrant (Mark West)
Confirmation Number: FTNRT6RJ3D6

Mark West

Order Date	Order Type	Item	Item Type	Amt Ordered	Amt Paid	Amt Due
07-Aug-2019 11:50 AM ET	Offline Charge	Event Registration	Admission Item	$0.00	$0.00	$0.00
				Amt Ordered	**Amt Paid**	**Amt Due**
			Total	$0.00	$0.00	$0.00

To view or modify the online registration for anyone in your group, Click here. You will be asked to enter your name and the group confirmation number shown above.

If you no longer want to receive emails from Katie Tran,
Opt-Out

SUNDAY, SEPTEMBER 22

7:00 PM - 9:00 PM

Sunday - Welcome Reception sponsored by Verizon Wireless and Rancho Guejito
POV Rooftop, W Hotel Washington DC | 515 15th St NW, Washington, DC 20004

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:
- **Dante Dauz,** Director, Union of Pan Asian Communities (UPAC)
- **Jesus Román,** Vice President of Government Affairs, Verizon Wireless

MONDAY, SEPTEMBER 23

7:45 AM - 8:00 AM

Delegation Photo
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

8:00 AM - 9:00 AM

Monday - Breakfast sponsored by San Diego County Water Authority
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Comments:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber
- **Jim Madaffer**, Board Chair, San Diego County Water Authority
- **Mayor Kevin Faulconer,** City of San Diego

Featured speaker:
- **Ashlee Rich Stephenson**, Vice President & National Political Director, U.S. Chamber of Commerce

Speakers: Ashlee Rich Stephenson

General

9:30 AM - 10:30 AM

Panel: National Security & Rising Threats
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004
Objectives: Join us for an exciting panel that will cover a broad range of newsworthy topics including domestic terrorism including the rising threat of white nationalism, foreign affairs and our current tensions abroad, and cyber threats.
POC: Shawn VanDiver, shvandiver@deloitte.com

Speakers: Kristen Hajduk,
Shawn VanDiver,
Amy Spitalnick,
Molly Claflin

Education & Workforce Development

9:30 AM - 10:00 AM

US Chamber Foundation on High-Quality Early Childhood Education
US Chamber Headquarters, 1615 H St NW, Washington, DC 20062

Meeting Location: US Chamber Headquarters, 1615 H St NW, Washington, DC 20062 (0.4 miles walk from hotel)
ENTRANCE: Upon our arrival, please have the front desk give Jocelyn Ganzert (Coordinator, Political Affairs and Federation Relations) a call and she will escort us to the meeting room.
Meeting with: Senior Manager for Policy and Programs, Joshua Westfall
Meeting objectives: The path to that education starts with a solid foundation constructed in the first years of life. Investments in high-quality early childhood education and care support our current workforce (working parents) and strengthen business today while building the workforce we'll depend on tomorrow and for decades to come.
POC: Chamber: Sara Kamiab, skamiab@sdchamber.org, c: 760-685-3445, Jocelyn Ganzert, US Chamber Political Affairs and Federation Relations Coordinator, 202-463-5519, JGanzert@uschamber.com

Speakers: Joshua Westfall

Transportation & Tourism

10:00 AM - 11:00 AM

Meeting with Department of Transportation Leadership
1200 New Jersey Ave SE, Washington, DC 20590

Entrance directions: Arrive 15 minutes early for security. Delegates *MUST* have government-issued photo ID to gain access to the building. Sean Poole will meet you in the lobby and escort you up to the conference room.
Meeting with:
- **Anne Reinke- Deputy Assistant Secretary for Intergovernmental Affairs**
- **Dan DeBono- Chief Infrastructure Funding Officer**
- **Heather Dean- FHWA Congressional Affairs Officer**
- **Sean Poole- Senior Intergovernmental Affairs Officer**

Meeting Objectives:
- Regional mobility proposals
- SR-11
- Surface transportation bills
- Possible expansion of TIFIA
- Emerging technologies
- Passenger facility charge

Meeting Contact: Sean Poole (202) 366-3132 sean.poole@dot.gov

Speakers: Anne Reinke,
Dan DeBono,
Heather Dean

Education & Workforce Development

10:25 AM - 11:00 AM

Department of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel)
ENTRANCE: Enter from C street, Meet Jack Cox in the lobby to show IDs where we will be escorted to the conference room. Please allow extra time/be early for ID check.
Meeting with: Dept of Education, Office of Postsecondary Education Bob King
Meeting Objectives
- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Jack Cox, Bob's assistant, Jack.Cox@ed.gov

Speakers: Robert King

Energy & Water

10:30 AM - 11:00 AM

Bureau of Reclamation Commissioner Brenda Burman
1849 C Street, NW - Washington, DC 20240 - Conference Room 7637

Meeting with: Brenda Burman, Commissioner, Bureau of Reclamation
Location: Department of the Interior-Main Interior Building (MIB) - Bureau of Reclamation - 1849 C Street, NW - Washington, DC 20240 - Conference Room 7637.
Entrance/Security Information: Enter the MIB on the C Street side to go through the security checkpoint. Please allow sufficient time to clear the security checkpoint and ensure all meeting attendees bring a photo ID for security clearance.
POC: Sandy Eto (Bureau staff member), cell: 480-267-2416, office: 202-513-0673
Objectives:
- Advocate for affordable, safe, clean, reliable, sustainable, and diverse supplies of water
- Communicate importance of achieving greater water supply and independence, such as expanding water reuse and recycling programs, especially in light of recent statewide drought
- Advocate the Bureau of Reclamation to maintain funding for salinity control programs on the Colorado River
- Support Drought Contingency Plan (DCP) and maximize available storage at Lake Meade

- Advocate for federal funding through the Water Resources Development Act and Interior Appropriations, to ensure that Salton Sea restoration, as memorialized in the 2015 State-Federal Memorandum of Understanding, remains a federal priority
- Highlight the Carlsbad desalination plant as an example of a successful public-private partnership

Team Lead: Dan Denham, San Diego County Water Authority

Speakers: Brenda Burman, Sandy Eto

International Trade & Cross Border Commerce

10:30 AM - 11:30 AM

Meeting with U.S. Customs and Border Protection
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Meeting with: Todd Owen, Executive Assistant Commissioner, Office of Field Operations

Team leader: Nancy Gudino, International and Public Affairs Manager, Cross Border Xpress (CBX)

Meeting objectives:

Hear a general update from CBP on operations at land ports of entry including:

- Status of CBP's work to fill vacancies
- CBP's work to increase efficiencies at cargo inspections. CBP is looking at utilizing new technologies to expedite cargo processing at ports of entry, in order for trucks and train cars to be inspected while in motion.
- Work to consolidate Trusted Traveler Programs: NEXUS, SENTRI, and Global Entry - North American Trusted Traveler

Opportunity to share information, progress, or inquire about regional projects that enhance trade such as:

- Support for a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Otay Mesa East POE (video overview available in English and Spanish)

POC: Allison Suliveras (202)344-1909 allison.m.sulliveras@cpb.dhs.gov

Speakers: Todd Owen

Healthcare

11:00 AM - 11:30 AM

Meeting with Key Health Staffer from Rep. Frank Pallone's Office
2107 Rayburn HOB, 45 Independence Ave SW, Washington DC 20515

Meeting with: Una Lee, Chief Counsel on the Energy & Commerce Health Subcommittee

Meeting Objectives:

- 340B
- Drug pricing proposals
- Access and coverage

POC: Alexander Gristina, (202) 225-4671, alexander.gristina@mail.house.gov

12:00 PM - 1:00 PM

Monday - Luncheon sponsored by Metropolitan Water District of Southern CA
Dirksen Senate Building, Rm. SD-106, 50 Constitution Avenue NE, Washington, DC 20002

Please allow extra time for security checks at the building entrance.

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Meena Westford,** Special Projects Manager, Metropolitan Water District

Speakers:

- **Ambassador Carlos Gonzalez Gutierrez**, Consul General of Mexico in San Diego
- **Mexico Ambassador to the U.S. Martha Barcena**

Speakers: Ambassador Martha Barcena, Ambassador Carlos Gutierrez

Healthcare

1:30 PM - 2:00 PM

Meeting with Key Health Staffer from Sen. Harris' Office (Mellette)
112 Hart Senate Office Building, 120 Constitution Ave NE, Washington, DC 20002

Meeting with: Kelsey Mellette, Policy Advisor

Meeting Objectives:

- Share promising San Diego programs, including innovative pilot programs and collaborations
- Express concerns with some federal policies including 340B changes, the public charge rule, and challenges with coverage

POC: Kelsey Mellette, (202) 224-3553

Energy & Water

1:30 PM - 2:00 PM

Key House Energy & Commerce Committee - Environment & Climate Change Subcommittee Staffer
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with: Brendan Larkin, Key Staffer of the House Energy & Commerce Committee - Environment & Climate Change Subcommittee
Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003
Objectives:

- Advocate for Pure Water San Diego
- Advocate for Ocean Pollution Reduction Act II (OPRA II) of 2019 (Peters)
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution
- Increase funding of EPA's Border Water Infrastructure Program (BWIP)
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Brendan Larkin, brendan.larkin@mail.house.gov, office: (202) 225-5076
Team Lead: Lisa Kay, Alta Environmental

Speakers: Brendan Larkin

Transportation & Tourism

1:30 PM - 2:00 PM

Office of Sen. John Thune: Transportation Staff
511 Dirksen Senate Office Building, 50 Constitution Ave NE, Washington DC 20002

Meeting with: Chance Costello, Legislative Assistant for Transportation
Meeting Objectives:

- SR-11
- Regional mobility proposals
- Emerging technologies

POC: Johanna Scheich, (202) 224-2321, johanna_scheich@thune.senate.gov

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Department of State (DeptofStateMeeting)
U.S. Department of State, 2201 C Street NW Washington, D.C. 20520

Meeting with Department of State
Team leader: Consul General Sue Saarnio, U.S. Consulate in Tijuana
Meeting Objectives:

- Discuss efforts to reduce transboundary pollution impacting the Tijuana River Valley
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a a new rail Port of Entry facility in Tecate with pre-inspection capacity
- Reiterate our region's support for the USMCA

POC: Michael Gray, GrayMW3@state.gov
****Please arrive 30 minutes in advance for security clearance - A valid picture ID is required****

Speakers: Hugo F. Rodriguez Jr.

General

2:30 PM - 3:30 PM

Panel: San Diego Legislative Directors
Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003,

Meeting with:

- Jonathan Gilbert, Office of Rep. Mike Levin
- Reed Linsk, Office of Rep. Duncan Hunter
- Scott Hinkle, Office of Rep. Juan Vargas

- Sterling McHale, Office of Rep. Scott Peters
- Ian Staples, Office of Rep. Susan Davis

Location: Cannon House Office Building, Room 303, 27 Independence Ave SE, Washington, DC 20003

Objectives:

- Discuss legislative priorities with the Legislative Directors from San Diego's Congressional offices.

POC: Sophie Barnhorst, Chamber Staff, sbarnhorst@sdchamber.org, c: (619) 997-7680

Team Lead: Caroline Winn, SDG&E

Speakers: Ian Staples,
Sterling McHale,
Scott Hinkle,
Jonathan Gilbert

Transportation & Tourism

2:30 PM - 3:00 PM

Meeting with Rep. Napolitano's Legislative Director
1610 Longworth House Office Building, 15 Independence Ave SE, Washington, DC 20515

Meeting with: Joe Sheehy, Legislative Director for Representative Grace Napolitano (D- CA)

Meeting Objectives:

- Regional mobility proposals
- SR-11
- Emerging technology
- Reconciling differing priorities from California to the federal government

POC: Joe Sheehy, Joe.sheehy@mail.house.gov; (202) 225-5256

Education & Workforce Development

2:30 PM - 3:15 PM

Secretary and Deputy Secretary of Education
Lyndon Baines Johnson Department of Education Building, 400 Maryland Avenue, SW Washington, DC 20202

Meeting location: Department of Education, 400 Maryland Ave SW, Washington, DC 20024 (1.4 miles from W Hotel, 1.0 mile from Dirksen Senate Office Building where lunch before is)

ENTRANCE:

- Enter from C street (Maryland Ave entrances currently closed)
- Once you enter the building, please go through security as directed
- Then sign in at the reception desk
- Please inform them you are here to see Cody Reynolds (they will call him to come down & escort group)
- **BRING YOUR ID**
- Please allow extra time/be early for ID check.

Meeting with: Secretary Betsy DeVos with Deputy Secretary of Education Dr. Mitchell Zais

Meeting Objectives:

- Advocate for reauthorization of the Higher Education Act (HEA)
- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants
- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Cody Reynolds, Cody.Reynolds@ed.gov, (202) 256-6827.

Speakers: Mitchell Zais,
Betsy Devos

International Trade & Cross Border Commerce

4:30 PM - 5:00 PM

Meeting with Department of Commerce (DeptofCommerce)
DOC, International Trade Administration U.S. Department of Commerce 1401 Constitution Ave NW

Meeting with Department of Commerce

Team leaders: Councilman William Sandke, City of Coronado & Courtney Hammond, Deloitte

Meeting Objectives:

- Share information about our outreach efforts to secure support for USMCA
- Promote regional projects that enhance trade such as the Otay Mesa East Port of Entry and a new rail Port of Entry facility in Tecate with pre-inspection capacity.

Speakers: Richard Steffens

5:00 PM - 7:00 PM

Monday - Reception sponsored by Brownstein Hyatt Farber Schreck
Brownstein Hyatt Farber Schreck, 1155 F St NW Suite 1200, Washington, DC 20004

Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Dante Dauz,** Union of Pan Asian Communities (UPAC)
- Brownstein Hyatt Farber Schreck

TUESDAY, SEPTEMBER 24

6:00 AM - 7:00 AM

Sunrise Monuments Run

POC: Paola Avila, SDRCC Vice President of International Business Affairs (858)245-6362

8:00 AM - 9:00 AM

Tuesday - Breakfast sponsored by San Diego State University
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Welcome:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:

- **Adrienne Vargas,** VP, University Relations and Development, San Diego State University

Speakers:

- **Acting Secretary of Labor Patrick Pizzella**
- **Ambassador C.J. Mahoney,** Deputy United States Trade Representative, Office of the USTR

Speakers: Patrick Pizzella,
Ambassador C.J. Mahoney

General

9:00 AM - 9:30 AM

Congressman Mike Levin
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Congressman Mike Levin on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

9:30 AM - 10:30 AM

Panel: Making National Policies Work Locally to Solve Homelessness
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

One of the most pressing challenges to the San Diego region is how best to address homelessness. Join us for a panel discussion to hear from national leadership regarding local response, the role of the private sector, and how best to leverage partnerships to make real impacts.

Panel Participants:

- Norm Suchar, Office of Special Needs Assistance Programs, U.S. Department of Housing & Urban Development
- Nan Roman, President & CEO, National Alliance to End Homelessness
- Lindsay Knotts, Policy Director, U.S. Interagency Council on Homeless

POC: Stefanie Benvenuto (714) 336-6536, sbenvenuto@sdchamber.org

Moderators: Rick Gentry

Energy & Water

9:30 AM - 10:30 AM

Meeting with U.S. Department of Energy Leadership
U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585

Meeting with: Conner Prochaska, Chief Commercialization Officer, U.S. Department of Energy
Location: U.S. Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585
Entrance/Security: ***DOE is a high-security building so plan to arrive at 9:30 am. The meeting will begin at 10:00 am after everyone has checked in and is escorted to the meeting room. Ask for Sheryl Gelfand, 202-584-5039, at the lobby visitors desk.
Objectives:

- Advocate for DOE research funding for energy storage
- Discuss the National Renewable Portfolio Standard concept
- Advocate for energy storage for renewables
- Advocate for extension of the alternative fuel tax credit
- Encourage a federal focus on electric vehicle infrastructure build-out
- Share region's work on resilience through modern energy, technology, and infrastructure, such as microgrids and distributed energy resources, such as energy storage

POC: Sheryl Gelfand, 202-584-5039, sheryl.gelfand@hq.doe.gov
Team Lead: Warren Ruis

Speakers: Conner Prochaska

Defense & Security

9:30 AM - 10:00 AM

Principal Deputy Under Secretary for Benefits, Margarita Devlin
Department of Veterans Affairs, 1800 G Street, NW, Washington, DC 20006

Meeting with: Principal Deputy Under Secretary for Benefits, Margarita Devlin
Location: U.S. Department of Veterans Affairs Administration Offices, 1800 G Street, NW, in Washington, DC 20006
Objectives:

- Share the region's process in addressing veteran transition issues, including employment trends and challenges
- Request departmental assistance in refining VASH vouchers and screening processes

POC: Andrea Downs, 202-461-9820 Andrea.downs@va.gov
Team Lead: Dennis DuBard, General Dynamics NASSCO

10:00 AM - 10:30 AM

Director Phil Keith, Community Oriented Policing Services (COPS)
145 N St NE, Washington, DC 20002

Meeting with: Director Phil Keith, Director of Community Oriented Policing Services
Team Lead: Jack Schaeffer
Meeting Objectives: Update on grant funding, discuss San Diego's regional challenges in law enforcement and efforts to bring about more innovative solutions.
POC: Alicia Coleman, acoleman@cops.usdoj.gov

Transportation & Tourism

10:00 AM - 10:30 AM

Meeting with Congressman John Garamendi
2368 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Congressman John Garamendi
Meeting Objectives:

- Share progress on regional mobility plans
- Discuss conflicting priorities between state and federal leadership, seek advice on how best to move forward with local priorities
- Thank the Representative for his continued support and partnership in San Diego

POC: Tessa Browne, tessa.browne@mail.house.gov, (202) 225-1880

Education & Workforce Development

10:00 AM - 10:30 AM

Department of Labor, Office of the Secretary
DOL: 200 Constitution Ave, NW; ETA Conference Room; S-2322

Meeting Location: Department of Labor, 200 Constitution Ave, NW, Washington, DC 20210 (1.2 miles from W Hotel)
ENTRANCE: Please enter USDOL located at 200 Constitution Ave. NW, through our Visitor's Entrance (Fountain Entrance) on 3rd and C Street, NW. Once checked-in at security, please have the officers call their office at (202) 693-2772 and someone will escort the group to the meeting.
Meeting with: Chief of Staff to the Secretary of Labor, Timothy Taylor & Department of Labor Employment and Training Administration staff
Meeting Objectives:

- Advocate for full funding of the Workforce Innovation & Opportunity Act
- Advocate to shift contracting to pay-for-performance structures
- Support increased funding for worker training
- Increase the allocation for worker training accompanied by an increase in appropriations for Pell grants

- Allow Pell Grants to be spent for training to obtain industry-recognized credentials
- Discuss San Diego's traded economies (innovation, military, and tourism) and their impact on the workforce needs
- Discuss San Diego's shortage of skilled workers
- Engage in a discussion on veteran transition into civilian workforce, higher education initiatives and other research-based strategies to close the skills gap

POC: Chamber: Jordan Latchford, jlatchford@sdchamber.org, c: 510-566-2033, Staff: Amy Bosserdet, Executive Assistant to John Pallasch, 202.693.2772, bosserdet.amy.e@dol.gov

Speakers: Timothy Taylor

General

10:45 AM - 11:30 AM

Rep. Susan Davis & Rep. Scott Peters
Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Hear from Rep. Susan Davis & Rep. Scott Peters on the political landscape in Washington, DC and about their policy priorities for this legislative session.
Location: Great Room, W Hotel, 515 15th St NW, Washington, DC 20004

Speakers: Scott Peters,
Susan Davis

12:00 PM - 1:00 PM

Tuesday - Luncheon sponsored by Kaiser Permanente
Convene, 575 7th St NW, Washington, DC 20004

Entrance: Rideshares should be instructed to drop off at 575 7th Street Terrell Place, **not 575 F Street or 575 E Street.** For those metroing, Convene (Terrell Place) is across the street from the Chinatown Metro Station and just a short walk from Metro Center. To exit the Chinatown Metro Station go to the upper most floor and follow signs for the 7th and F Street exit, ride the escalators up to the street level and walk straight ahead across the street. The entrance will be directly in front of you with Capital One arena behind you and past Rosa Mexicana to the left.
*Join **Rep. Scott Peters** (CA-52) and other panelists to hear about how bipartisanship and businesses play a vital role in addressing climate change. The panel will also cover the Climate Playbook – Rep. Peters' effort to pass actionable climate legislation, and what America outside of San Diego thinks about climate change.*
Welcome:

- **Rick Bregman,** 2019 Chamber Board Chair; San Diego Market President, Bank of America Merrill Lynch

Sponsor comments:

- **Rodger Dougherty**, Senior Director of Public Affairs, Kaiser Permanente

Panelists:

- **Rev. Mitch Hescox**, President, Evangelical Environmental Network
- **Dr. Margaret Leinen**, Vice Chancellor for Marine Sciences, Director of Scripps Institution of Oceanography, Dean of the School of Marine Sciences
- **Tiernan Sittenfeld**, Senior Vice President for Government Affairs, League of Conservation Voters

Speakers: Scott Peters,
Mitch Hescox,
Margaret Leinen,
Tiernan Sittenfeld

Healthcare

1:30 PM - 2:15 PM

Meeting with Centers for Medicare & Medicaid Services
200 Independence Ave SW, Washington DC 20201

Entrance Directions: Please arrive 15 minutes in advance for security. Call Carrie Iqbal upon arrival (240) 412-5332
Meeting with: Demetrios L. Kouzoukas (Principal Deputy Administrator), Carol Blackford (Director, Hospital & Ambulatory Policy), Donald Thompson (Director, Division of Acute Care)
Meeting Objectives:

- 340B
- Disproportionate Share Hospitals
- Changes in coverage and access including the impact of the public charge rule

POC: Carie Iqbal, carie.iqbal@cms.hhs.gov (240) 412-5332

Defense & Security

1:45 PM - 2:15 PM

Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: Lucian Niemeyer, Acting Assistant Secretary of the Navy, (Energy, Installations and Environment)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: Lucian Niemeyer

2:00 PM - 4:30 PM

Pentagon Tour & Briefing

An exclusive opportunity to tour the Pentagon and hear the latest on how innovation meets policy and national defense in one building.
Entrance/Security: ***The Pentagon is a high security building and security will take time to get through. Please arrive at 2:00 pm. The tour/briefing will start at 2:30 pm.
POC: Jaelin Lespier, Pentagon Staff, 703-697-4786
Team Lead: Shawn VanDiver, shvandiver@deloitte.com

International Trade & Cross Border Commerce

2:00 PM - 3:00 PM

Meeting with Nancy Pelosi's Staff

Meeting with: Katherine Monge & Jaime Lizarraga, Senior Policy Advisors
Team leader: Monique Rodriguez, QUALCOMM
Meeting Objectives:

- Convey our support for USMCA, share outreach efforts to secure support, and ask to bring the agreement forward for a vote
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for HR 132 (NADBank Improvement Act of 2019), HR 3895 (NADBank Pollution Solution Act), HR 511 (Tijuana River Navy Impact Resolution), and HR 4039 (Border Water Infrastructure Improvement Act)
- Increase funding of EPA's Border Water Infrastructure Program

Supporting Documents:

- NADBank TJRV Diversion Study
- SD County - SB 507 Needs & Opportunities Assessment

Speakers: Katherine Monge,
Jaime Lizarraga

Energy & Water

2:30 PM - 3:15 PM

Meeting with U.S. Environmental Protection Agency
1200 Pennsylvania Ave NW, Washington, DC 20004

Team leaders: Neil Mohr, Republic Services & Mayor Serge Dedina, City of Imperial Beach
Objectives:

- Advocate for Pure Water San Diego
- Discuss efforts to reduce the Tijuana River Valley transboundary pollution such as support for H.R. 132 (R.Cuellar - NADBank Improvement Act of 2019), H.R. 3895 (R. Vargas & Peters - NADBank Pollution Solution Act), H.Res. 511 (R. Davis - Tijuana River Navy Impact Resolution), H.R. 4039 (R. Levin - Border Water Infrastructure Improvement Act), and S. 267 (Feinstein).

Supporting Documents:

- NADBank Tijuana River Diversion Study
- County of San Diego - S.B. 507 Needs and Opportunities Assessment

Speakers: Lisa Almodovar,
Hector Aguirre,
Brent Maier,
Dave Ross,
Sally Gutierrez,
Greg Spraul,
Maria Lopez-Carbo,
John Ravenscroft,
Emily Isaacs

Defense & Security

2:30 PM - 3:00 PM

James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
The Pentagon, 1400 Defense Pentagon, Washington, DC 20301

Meeting with: James B. Balocki, Deputy Assistant Secretary of the Navy (Installations and Facilities)
Location: The Pentagon, 1400 Defense Pentagon, Washington, DC 20301
Entrance/Security: Bring valid identification and plan to arrive early to go through security.
POC & Team Lead: Mark Balmert, executivedirector@sdmac.org, cell: (619) 569-5116

Speakers: James B. Balocki

Healthcare

2:45 PM - 3:15 PM

Meeting with Key Health Staffer from Rep. Peters' Office
2338 Rayburn HOB, 45 Independence Ave SW, Washington, DC 20515

Meeting with: Anais Borja, Health Policy for Representative Peters
Meeting Objectives:
- Preservation of the 340B program
- Policies to support Disproportionate Share Hospitals
- Highlight innovative policy solutions currently implemented in San Diego

POC: Anais Borja, anais.borja@mail.house.gov

Speakers: Anais Borja

General

3:45 PM - 4:15 PM

Rep. Juan Vargas
Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Hear from Rep. Juan Vargas on the political landscape in Washington, DC and about his policy priorities for this legislative session.
Location: Office of Rep. Vargas, Rayburn House Office Building, Room 2244 (45 Independence Ave SW, Washington, DC 20515)

Speakers: Juan Vargas

5:00 PM - 7:00 PM

Tuesday - Reception sponsored by Cox Communications
The Watergate Hotel, 2650 Virginia Ave NW, Washington, DC 20037

Welcome:
- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Sponsor comments:
- **Cassandra Weinlein**, Government Affairs Manager, Cox Communications
- **Michael Hadland,** Government Affairs Manager, Cox Communications

10:00 PM - 1:00 AM (September 25, 2019)

Late Night Capitol Tour with Congressman Vargas

Please note that this tour concludes around 1:00 AM. WEAR COMFORTABLE SHOES AND PLEASE BE ON TIME.

Meeting Location: Meet inside of the 24-hour entrance to Longworth, which is located on S. Capitol Street SE, between Independence Avenue SW and C Street SW.

At this late night Capitol visit, Congressman Juan Vargas will give an exclusive, behind-the-scenes tour and share interesting historical facts on the national landmark.

Speakers: Juan Vargas

WEDNESDAY, SEPTEMBER 25

8:00 AM - 9:00 AM

Wednesday - Breakfast & Closing Session
Studio Room, W Hotel, 515 15th St NW, Washington, DC 20004

Attend the breakfast and closing session for a chance to win a pair of round-trip flights courtesy of Southwest Airlines, and more!

Plus, we will feature a light hearted conversation with two campaign operatives who will discuss campaign money, the future of Democrats vs. Republicans, and what to expect (or how to plan for the unexpected) in 2020's election cycle.
Comments:

- **Jerry Sanders,** President & CEO, San Diego Regional Chamber

Panelists:

- Corey Platt, Founder, Act Now on Climate PAC
- Kelly Sadler, Communications Director, America First Action Super PAC

Speakers: Corey Platt,
Kelly Sadler

10:15 AM - 11:45 AM

White House Tour

REGISTRATION IS CLOSED. MAKE SURE YOU'RE ON THIS CONFIRMED LIST. Print this BOARDING PASS or ask Chamber staff for a copy. This pass is required for check in.

Prohibited:

- Handbags, book bags, backpacks or purses
- Video Recorders, flash photography or live stream as well as talking or texting on cellular phones
- Food or beverages, tobacco products, personal grooming items (i.e. makeup, lotion, etc.)
- Any pointed objects, aerosol containers

Bring with you:

- A Valid Government-Issued Photo ID - Drivers Licenses, Military IDs, Green Cards, and Passports are all valid forms of identification. US Citizens who are age 17 and under do not need a government-issued ID.
- Foreign Passport - All foreign nationals must present a passport, regardless of age.
- RSVP Info Must Match Your ID - All security information submitted to the White House using the RSVP link must match the valid, government-issued photo ID presented to US Secret Service on the day of your tour.
- Printed Boarding Pass

Arrival:

- Arrive 15 Minutes Before Scheduled Tour Time - This will help facilitate check in and clearing security.
- Enter the White House Complex at the intersection of 15th St NW and Alexander Hamilton Place NW
- Dress for the weather - Guests will be standing outside before their tour.
- Eat a snack and hydrate prior to arrival - Guests are prohibited from bringing outside food and drink into the White House.
- There are no restrooms available inside the White House - Restrooms are located at the Ellipse Visitor Pavilion and the White House Visitor Center.
- Only approved guests are permitted on tours - Unapproved additions and/or substitutions to your guest list are strictly prohibited and will be turned away by US Secret Service.

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Thursday, 25JUL 2019 01:12 PM EDT

Passengers: **MARK BRANDON WEST (02)**

Agency Reference Number: CFEMMX

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AIR Sunday, 22SEP 2019

American Airlines | **Flight Number**: 2377 | Class: K- Coach/Economy
From: San Diego CA, USA | **Depart**: 10:05 AM
To: Chicago O'Hare IL, USA | **Arrive**: 04:14 PM
Stops: Nonstop | Duration: 4 hour(s) 9 minute(s)
Seats: 28D | Status: CONFIRMED | Miles: 1719 / 2750 KM
Equipment: Boeing 737-800 Jet | MEAL: Food and Bev for Purchase
DEPARTS SAN TERMINAL 2 - ARRIVES ORD TERMINAL 3
AISLE SEAT CONFIRMED
American Airlines Confirmation number is CFEMMX

AIR Sunday, 22SEP 2019

American Airlines | **Flight Number**: 2499 | Class: K- Coach/Economy
From: Chicago O'Hare IL, USA | **Depart**: 05:01 PM
To: Washington Reagan Natl DC, USA | **Arrive**: 07:59 PM
Stops: Nonstop | Duration: 1 hour(s) 58 minute(s)
Seats: 29C | Status: CONFIRMED | Miles: 594 / 950 KM
Equipment: Boeing 737-800 Jet | MEAL: FOOD FOR PURCHASE
DEPARTS ORD TERMINAL 3 - ARRIVES DCA TERMINAL C
AISLE SEAT CONFIRMED
American Airlines Confirmation number is CFEMMX

AIR Wednesday, 25SEP 2019

American Airlines | **Flight Number**: 1815 | Class: G- Coach/Economy

From: Washington Reagan Natl DC, USA
To: Charlotte NC, USA
Stops: Nonstop
Seats: 26C
Equipment: Airbus Jet
DEPARTS DCA TERMINAL C
AISLE SEAT CONFIRMED
American Airlines Confirmation number is CFEMMX

Depart: 03:38 PM
Arrive: 05:20 PM
Duration: 1 hour(s) 42 minute(s)
Status: CONFIRMED
Miles: 327 / 523 KM

AIR Wednesday, 25SEP 2019

American Airlines
From: Charlotte NC, USA
To: San Diego CA, USA
Stops: Nonstop
Seats: 33C
Equipment: Airbus A321 Jet
ARRIVES SAN TERMINAL 2
AISLE SEAT CONFIRMED
American Airlines Confirmation number is CFEMMX

Flight Number: 2262
Depart: 06:24 PM
Arrive: 08:19 PM
Duration: 4 hour(s) 55 minute(s)
Status: CONFIRMED
MEAL: Food and Bev for Purchase

Class: G- Coach/Economy
Miles: 2072 / 3315 KM

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AMERICAN AIRLINES CONFIRMATION NUMBER - CFEMMX
FOR EMERGENCY SERVICE FROM UNITED STATES - 888-221-6043

Ticket/Invoice Information

Ticket for: MARK BRANDON WEST
Date issued: 7/25/2019 Invoice Nbr: 5544494
Ticket Nbr: AA7383436854 Electronic Tkt: Yes Amount: 768.50 USD
Base: 673.49 US Tax: 50.51 USD XT Tax: 44.50 USD
Charged to: AX**********1013

Service fee: MARK BRANDON WEST
Date issued: 7/25/2019
Document Nbr: XD0770628388 Amount: 30.00
Charged to: AX**********1013

Total Tickets: 768.50
Total Fees: 30.00
Total Amount: 798.50

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American Airlines

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Passenger Information

Passenger Name	Ticket Number	Issue Date	Total Sale Amount
WEST, MARK BRANDON	0010656880708		28.98 USD

Payment Information

Sale Form of Payment	Credit Card Type	Number	Sale Date	Sale Amount	Ticket Description
Credit Card	AMERICAN EXPRESS	xxxxxxxxxxx8889		28.98 USD	NON-TRANSPORT

Passenger Itinerary

Status*	Coupon	Departure Date	Flight Number	Departure City	Arrival City	Description

*Hover over text for more information.

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Help

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Passenger Information

Passenger Name	Ticket Number	Issue Date	Total Sale Amount
WEST, MARK BRANDON	0010656931947		36.96 USD

Payment Information

Sale Form of Payment	Credit Card Type	Number	Sale Date	Sale Amount	Ticket Description
Credit Card	AMERICAN EXPRESS	xxxxxxxxxxx8889		36.96 USD	NON-TRANSPORT

Passenger Itinerary

Status*	Coupon	Departure Date	Flight Number	Departure City	Arrival City	Description

*Hover over text for more information.

Cancel Continue

Extra legroom from SAN to ORD & ORD to DCA

Search aa.com

American Airlines

Passenger Information

Passenger Name	Ticket Number	Issue Date	Total Sale Amount
WEST, MARK BRANDON	0010656750607		137.20 USD

Payment Information

Sale Form of Payment	Credit Card Type	Number	Sale Date	Sale Amount	Ticket Description
Credit Card	AMERICAN EXPRESS	xxxxxxxxxxx8889		137.20 USD	NON-TRANSPORT

Refund Status

A refund has been previously issued on this ticket.

Refund Processed Date	Refund Amount	Form of Payment	Payment Type	Number	Status	Correspondence*
09/22/2019	16.76 USD	AX			Refunded	

Passenger Itinerary

Status*	Coupon	Departure Date	Flight Number	Departure City	Arrival City	Description
Pending Review						

*Hover over text for more information.

Cancel

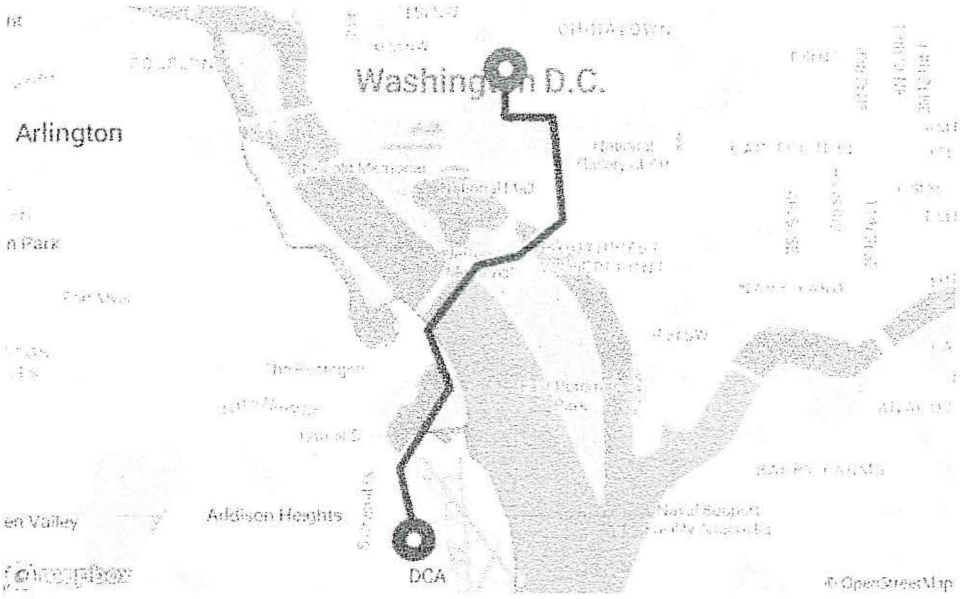
MARK WEST
SD CHAMBER
MISSION TO
WASHINGTON DC

10:44

Sep 22, 2019, 7:35 PM

$6.47

Thanks for riding with Sayed Abdullah



Your Trip

National Airport Access Rd Arlington	Pickup 10:35 PM
555 15th St NW Washington	*Dropoff* 10:46 PM

Payment

$6.47

Lyft fare (3.87mi, 11m 17s)	$14.47
Lyft Credit	-$8.00

MARK WEST
SD CHAMBER
MISSION F°
WASHINGTON, DC

10:43

Sep 23, 2019, 11:55 AM

$1.25

Thanks for riding with Anteneh

Your Trip

163 S Capitol St SE Washington	Pickup 2:55 PM
1487 F St NW Washington	Dropoff 3:09 PM

Payment

$1.25

Lyft fare (2.75mi, 14m 30s)	$9.18
DC City Fee	$0.07
Lyft Credit	-$8.00

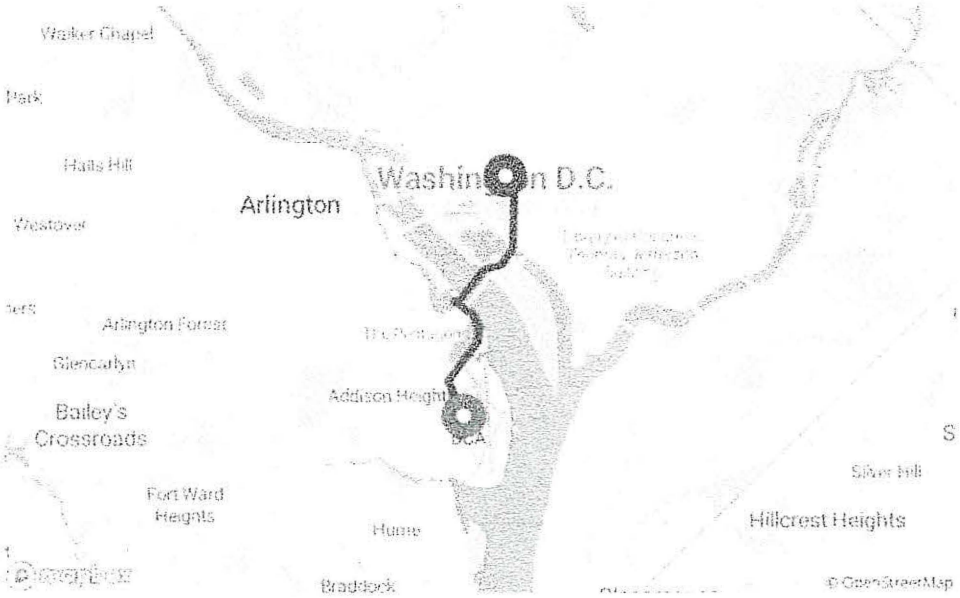
MARK WEST
$0 CHAMBER
MISSION TO
WASHINGTON DC.

10:42

Sep 24, 2019, 10:38 AM

$5.03

Thanks for riding with Junior



Your Trip

581 15th St NW
Washington

Pickup
1:38 PM

Aviation Cir
Arlington

Dropoff
1:51 PM

Payment

$5.03

Lyft fare (4.73mi, 13m 20s)	$12.75
DC City Fee	$0.28
Lyft Credit	-$8.00

MARK WEST SD CHAMBER MISSION TO WASHINGTON DC TRIP - (RETURN FROM SAN)

10:41

Sep 24, 2019, 8:31 PM

We are still processing your fare

Thanks for riding with Marx

Your Trip

Airport Terminal Rd
San Diego
[redacted]
Imperial Beach

Pickup
8:31 PM

Dropoff
8:57 PM

Payment

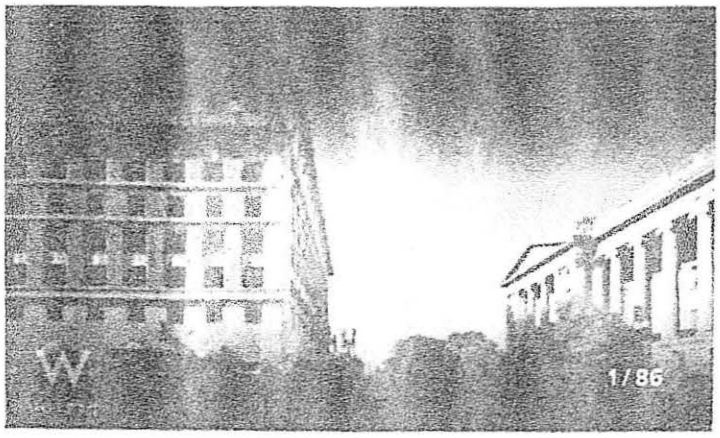
$27.73

Lyft fare (17.15mi, 26m 16s)	$27.73

MARK WEST
Washington, DC
SD Chamber

W Washington D.C.

Confirmation Number: 85674783



Stay Information

Sun, September 22 – Wed, September 25, 2019
3 nights

ROOMS & GUESTS

1 Room, 1 Guest

ROOM TYPE

Wonderful, Interior View, Guest room, 1 King

RATE DETAILS

MISSION TO WASHINGTO

SUMMARY OF CHARGES

9/22 – 9/25	349.00 USD/Night
Taxes & Fees (Estimated)	156.53 USD
Total	1,203.53 USD

ADDITIONAL CHARGES

Valet parking, fee: 59 USD daily
Changes in taxes or fees implemented after booking will affect the total room price.

PAYMENT INFORMATION

VISA •••• 9037

KAPNOS TAVERNA
REAGAN NATIONAL AIRPORT

Merchant ID :
Terminal ID : 609023
Check No : 9690
Table No : 203/1
Server : 117934 Dehab
Name on Card: WEST/MARK B
Acct Num : XXXXXXXXXXXX8889
Expiry Date : **/**
Card Type : AMEX
Trans Type : AUTHORIZE
Trans Date : 9/24/2019
Trans Time : 2:36 PM
Entry Mode : Chip
Auth Code : 304024
Resp Code : 00
Mode : Issuer
App Label : AMERICAN EXPRESS
AID : A0000000025010402
ARC : 00
TVR : 0000008000
TSI : F800
IAD : 06010103602002

00 APPROVED - THANK YOU 000

SUBTOTAL : USD$ 26.27

TIP: 4.73

ROUND UP 4 CHARITY: _____

TOTAL: 31.00

X _____

I AGREE TO PAY THE ABOVE AMOUNT
IN ACCORDANCE WITH THE CARD
ISSUER'S AGREEMENT

ROUND UP FOR HMSHOST FOUNDATION
AND ITS FIGHT AGAINST POVERTY
WWW.HMSHOSTFOUNDATION.ORG

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

CSV Print

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
District of Columbia	**Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)**	**$76**	$18	$19	$34	$5	**$57.00**

I'm interested in:

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Item 7

Board Members
C. April Boling
Chairman

Greg Cox
Mark Kersey
Robert T. Lloyd
Paul Robinson
Johanna S. Schiavoni
Michael Schumacher
Mark B. West

Ex-Officio Board Members
Gustavo Dallarda
Col. Charles B. Dockery
Gayle Miller

President / CEO
Kimberly J. Becker

Revised 10/24/19

DRAFT BOARD AGENDA

Thursday, November 7, 2019
9:00 A.M.

San Diego International Airport
SDCRAA Administration Building – Third Floor
Board Room
3225 N. Harbor Drive
San Diego, California 92101

Live webcasts of Authority Board meetings can be accessed at
http://www.san.org/Airport-Authority/Meetings-Agendas/Authority-Board

This Agenda contains a brief general description of each item to be considered. The indication of a recommended action does not indicate what action (if any) may be taken. ***Please note that agenda items may be taken out of order.*** If comments are made to the Board without prior notice or are not listed on the Agenda, no specific answers or responses should be expected at this meeting pursuant to State law.

Staff Reports and documentation relating to each item of business on the Agenda are on file in Board Services and are available for public inspection.

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PLEASE COMPLETE A "REQUEST TO SPEAK" FORM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE AUTHORITY CLERK. ***PLEASE REVIEW THE POLICY FOR PUBLIC PARTICIPATION IN BOARD AND BOARD COMMITTEE MEETINGS (PUBLIC COMMENT) LOCATED AT THE END OF THE AGENDA.***

The Authority has identified a local company to provide oral interpreter and translation services for public meetings. If you require oral interpreter or translation services, please telephone the Board Services /Authority Clerk Department with your request at (619) 400-2400 at least three (3) working days prior to the meeting.

SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PRESENTATIONS:

A. REVIEW OF THE UNAUDITED FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019:
Presented by Kathy Kiefer, Senior Director, Finance, Accounting and Airline Relations

REPORTS FROM BOARD COMMITTEES, AD HOC COMMITTEES, AND CITIZEN COMMITTEES AND LIAISONS:

- **AUDIT COMMITTEE:**
  Committee Members: Lloyd, Robinson (Chair), Schiavoni, Tartre, Van Sambeek, West

- **CAPITAL IMPROVEMENT PROGRAM OVERSIGHT COMMITTEE:**
  Committee Members: Boling, Kersey (Chair), Schumacher, Robinson

- **EXECUTIVE PERSONNEL AND COMPENSATION COMMITTEE:**
  Committee Members: Boling (Vice Chair), Cox, Kersey

- **FINANCE COMMITTEE:**
  Committee Members: Cox (Chair), Lloyd, Schiavoni, West

ADVISORY COMMITTEES

- **AUTHORITY ADVISORY COMMITTEE:**
  Liaison: Robinson (Primary), Schiavoni

- **ARTS ADVISORY COMMITTEE:**
  Committee Member: Robert H. Gleason

LIAISONS

- **CALTRANS:**
  Liaison: Dallarda

- **INTER-GOVERNMENTAL AFFAIRS:**
  Liaison: Cox

- **MILITARY AFFAIRS:**
  Liaison: Dockery

- **PORT:**
  Liaisons: Boling (Primary), Cox, Robinson

- **WORLD TRADE CENTER:**
  Representatives: Robert H. Gleason

BOARD REPRESENTATIVES (EXTERNAL)

- **SANDAG BOARD OF DIRECTORS:**
  Representative: Boling (Primary), Robinson

- **SANDAG TRANSPORTATION COMMITTEE:**
  Representatives: Schiavoni (Primary), Schumacher

CHAIR'S REPORT:

PRESIDENT/CEO'S REPORT:

NON-AGENDA PUBLIC COMMENT:
Non-Agenda Public Comment is reserved for members of the public wishing to address the Board on matters for which another opportunity to speak **is not provided on the Agenda**, and which is within the jurisdiction of the Board. Please submit a completed speaker slip to the Authority Clerk. ***Each individual speaker is limited to three (3) minutes. Applicants, groups and jurisdictions referring items to the Board for action are limited to five (5) minutes.***

Note: Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board.

CONSENT AGENDA (Items 1-13):
The consent agenda contains items that are routine in nature and non-controversial. Some items may be referred by a standing Board Committee or approved as part of the budget process. The matters listed under 'Consent Agenda' may be approved by one motion. Any Board Member may remove an item for separate consideration. Items so removed will be heard before the scheduled New Business Items, unless otherwise directed by the Chair.

1. **APPROVAL OF MINUTES:**
   RECOMMENDATION: Approve the minutes of the October 3, 2019 regular meeting.

2. **ACCEPTANCE OF BOARD AND COMMITTEE MEMBERS WRITTEN REPORTS ON THEIR ATTENDANCE AT APPROVED MEETINGS AND PRE-APPROVAL OF ATTENDANCE AT OTHER MEETINGS NOT COVERED BY THE CURRENT RESOLUTION:**
   RECOMMENDATION: Accept the reports and pre-approve Board Member attendance at other meetings, trainings and events not covered by the current resolution.
   (Board Services: Tony R. Russell, Director/Authority Clerk)

3. AWARDED CONTRACTS, APPROVED CHANGE ORDERS FROM SEPTEMBER 9, 2019 THROUGH OCTOBER 13, 2019 AND REAL PROPERTY AGREEMENTS GRANTED AND ACCEPTED FROM SEPTEMBER 9, 2019 THROUGH OCTOBER 13, 2019:
RECOMMENDATION: Receive the report.
(Procurement: Jana Vargas, Director)

4. NOVEMBER 2019 LEGISLATIVE REPORT:
RECOMMENDATION: Adopt Resolution No. 2019-____, approving the November 2019 Legislative Report.
(Government Relations: Matt Harris, Director)

CLAIMS

5. REJECT THE CLAIM OF YAHYE HUSSEIN:
RECOMMENDATION: Adopt Resolution No. 2019-____, rejecting the claim of Wesley R. Smith.
(Legal: Amy Gonzalez, General Counsel)

COMMITTEE RECOMMENDATIONS

6. ACCEPT THE UNAUDITED FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019:
RECOMMENDATION: The Finance Committee recommends that the Board accept the information.
(Finance, Accounting and Airline Relations: Kathy Kiefer, Senior Director)

7. REVIEW OF THE AUTHORITY'S INVESTMENT REPORT AS OF SEPTEMBER 30, 2019:
RECOMMENDATION: The Finance Committee recommends that the board accept the report.
(Airport Finance: Geoff Bryant, Manager)

8. EXTERNAL AUDITOR'S FISCAL YEAR ENDED JUNE 30, 2019 REPORTS: A) AUDITED FINANCIAL STATEMENTS, B) SINGLE AUDIT REPORTS, C) PASSENGER FACILITY CHARGE COMPLIANCE REPORT, D) CUSTOMER FACILITY CHARGE COMPLIANCE REPORT, AND E) LETTER TO THE BOARD:
RECOMMENDATION: The Audit Committee recommends that the Board accept the reports.
(Finance, Accounting and Airline Relations: Kathy Kiefer, Senior Director)

9. REVIEW OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR THE YEAR ENDED JUNE 30, 2019:
RECOMMENDATION: The Audit Committee recommends that the Board accept the report.
(Finance, Accounting and Airline Relations: Kathy Kiefer, Senior Director)

CONTRACTS AND AGREEMENTS

10. APPROVE AND AUTHORIZE AN INCREASE IN THE PRESIDENT/CEO'S CHANGE ORDER AUTHORITY FOR AIRLINE RELOCATIONS AND CUPPS PROJECTS AT TERMINAL 1 WEST (T1W) AND TERMINAL 2 EAST (T2E) PROJECT AT SAN DIEGO INTERNATIONAL AIRPORT:
RECOMMENDATION: Adopt Resolution No. 2019-___, approving and authorizing an increase in the President/CEO's change order authority from $504,040.02 to an amount not-to-exceed $870,318.40, for Project No. 104237, Airline Relocations at Terminal 1 West (T1W) and Terminal 2 East (T2E) and T1W Common Use Passenger Processing Systems (CUPPS) projects at San Diego International Airport.
(Airport Design & Construction: Bob Bolton, Director)

11. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE A CONSENT TO ASSIGNMENT WITH EUROPCAR PARTICIPATIONS SAS:
RECOMMENDATION: Adopt Resolution No. 2019-_____, approving and authorizing the President/CEO to execute a Consent to Assignment Agreement with Europcar Participations SAS.
(Revenue Generation & Partnership Development: Lisa Poitras, Program Manager)

CONTRACTS AND AGREEMENTS AND/OR AMENDMENTS TO CONTRACTS AND AGREEMENTS EXCEEDING $1 MILLION

12. AWARD A CONTRACT TO S&L SPECIALTY CONSTRUCTION, INC. FOR QUIETER HOME PROGRAM PHASE 10, GROUP 4, PROJECT NO. 381004 FIFTY-SEVEN (57) NON-HISTORIC SINGLE-FAMILY AND MULTI-FAMILY UNITS ON FORTY-THREE (43) RESIDENTIAL PROPERTIES LOCATED WEST OF THE SAN DIEGO INTERNATIONAL AIRPORT:
RECOMMENDATION: Adopt Resolution No. 2019-____, awarding a contract to S&L Specialty Construction, Inc. in the amount of $1,511,187.54 for Phase 10, Group 4, Project No. 381004, of the San Diego County Regional Airport Authority's Quieter Home Program.
(Planning & Environmental Affairs: Brendan Reed, Director)

13. APPROVE AND AUTHORIZE THE PRESIDENT/CEO TO EXECUTE AN ON-CALL SURVEY CONSULTANT SERVICES AGREEMENT WITH NV5, INC. AT SAN DIEGO INTERNATIONAL AIRPORT:
RECOMMENDATION: Adopt Resolution No. 2019-____, approving and authorizing the President/CEO to execute an on-call survey consultant services agreement, with NV5, Inc, for a term of three years, with the option for two one-year extensions, in an amount not-to-exceed $2,000,000 in support of the Airport Development and Capital Improvement Programs at San Diego International Airport.
(Airport Design & Construction: Bob Bolton, Director)

PUBLIC HEARINGS:

OLD BUSINESS:

NEW BUSINESS:

14. AUTHORIZATION AND APPROVAL OF BOND DOCUMENTS AND SALE OF UP TO $ 950 MILLION AIRPORT REVENUE AND REVENUE REFUNDING BONDS, INCLUDING DELEGATION OF PRICING AUTHORITY AND APPROVAL OF RELATED DOCUMENTS, TO REFUND THE AUTHORITY'S OUTSTANDING 2010 REVENUE BONDS AND A PORTION OF THE OUTSTANDING SUBORDINATE REVOLVING OBLIGATIONS AND TO FUND PROJECTS IN THE CAPITAL PROGRAM:
RECOMMENDATION: The Finance Committee recommends that the Board Adopt Resolution No. 2019-____, to (1) authorize the issuance and sale of not-to-exceed $950 million in aggregate principal amount of one or more series of San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds and Revenue Refunding Bonds; and (2) approving the forms of a Sixth and Seventh Supplemental Subordinate Trust Indenture, Preliminary and Final Official Statements, a Purchase Contract, a Forward Delivery Purchase Contract, Escrow Agreements and Continuing Disclosure Certificates, and certain related matters.
(Financial & Risk Management: John Dillon, Director)

15. ACCEPT THE ZERO WASTE PLAN AND BIODIVERSITY PLAN FOR SAN DIEGO INTERNATIONAL AIRPORT:
RECOMMENDATION: Adopt Resolution No. 2019-____, accepting the Zero Waste Plan and Biodiversity Plan prepared for San Diego International Airport.
(Planning & Environmental Affairs: Brendan Reed, Director)

16. ADOPT A RESOLUTION OF SUPPORT FOR THE "FOR A BETTER SAN DIEGO" CITIZEN INITIATIVE MEASURE:
RECOMMENDATION: Adopt Resolution No. 2019-____, supporting the "For a Better San Diego" Citizen Initiative Measure.
(External Relations: Matt Harris, Director)

CLOSED SESSION:

17. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
(Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9)
Name of Case: San Diego County Regional Airport Authority v. American Car Rental, Inc., San Diego Superior Court Case No. 37-2016-00024056-CL-BC-CTL

18. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:
(Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9)
Name of Case: Future DB International, Inc. v. San Diego County Regional Airport Authority, et al.
San Diego Superior Court Case No. 37-2018-00001531-CU-CR-CTL

19. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:
(Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9)
Name of Case: Park Assist LLC v. San Diego County Regional Airport Authority, et al.
United States District Court Case No. 18 CV2068 LAB MDD

20. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION:
(Paragraph (1) of subdivision (d) of Cal. Gov. Code §54956.9)
Name of Case: M.W. Vasquez Construction Co. Inc. v. San Diego County Regional Airport Authority, et al.
San Diego Superior Court Case No. 37-2019-000215

21. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
(Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Cal. Gov. Code §54956.9)
Number of cases: 2

22. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Cal. Gov. Code §54956.9)
Investigative Order No. R9-2012-0009 by the California Regional Water Quality Control Board pertaining to an investigation of bay sediments at the Downtown Anchorage Area in San Diego.
Number of potential cases: 1

23. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Cal. Gov. Code §54956.9)
Navy Boat Channel Environmental Remediation
Number of potential cases: 1

24. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Cal. Gov. Code §54956.9)
Number of potential cases: 1

25. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
(Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Cal. Gov. Code §54956.9)
Order No. WQ 2019-0005-DWQ by the State Water Resources Control Board pertaining to PFAS
Number of potential cases: 1

REPORT ON CLOSED SESSION:

GENERAL COUNSEL REPORT:

BUSINESS AND TRAVEL EXPENSE REIMBURSEMENT REPORTS FOR BOARD MEMBERS, PRESIDENT/CEO, CHIEF AUDITOR AND GENERAL COUNSEL WHEN ATTENDING CONFERENCES, MEETINGS, AND TRAINING AT THE EXPENSE OF THE AUTHORITY:

BOARD COMMENT:

ADJOURNMENT:

Policy for Public Participation in Board, Airport Land Use Commission (ALUC), and Committee Meetings (Public Comment)

1) Persons wishing to address the Board, ALUC, and Committees shall complete a "Request to Speak" form prior to the initiation of the portion of the agenda containing the item to be addressed (e.g., Public Comment and General Items). Failure to complete a form shall not preclude testimony, if permission to address the Board is granted by the Chair.
2) The Public Comment Section at the beginning of the agenda is reserved for persons wishing to address the Board, ALUC, and Committees on any matter for which another opportunity to speak is not provided on the Agenda, and on matters that are within the jurisdiction of the Board.
3) Persons wishing to speak on specific items listed on the agenda will be afforded an opportunity to speak during the presentation of individual items. Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board, ALUC and Committees.
4) If many persons have indicated a desire to address the Board, ALUC and Committees on the same issue, then the Chair may suggest that these persons consolidate their respective testimonies. Testimony by members of the public on any item shall be limited to **three (3) minutes per individual speaker and five (5) minutes for applicants, groups and referring jurisdictions.**
5) Pursuant to Authority Policy 1.33 (8), recognized groups must register with the Authority Clerk prior to the meeting.
6) After a public hearing or the public comment portion of the meeting has been closed, no person shall address the Board, ALUC, and Committees without first obtaining permission to do so.

Additional Meeting Information

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You may also reach the SDCRAA Building by using public transit via the San Diego MTS System, Route 992. For route and fare information, please call the San Diego MTS at (619) 233-3004 or 511.

SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY

Item 8

Board Members
C. April Boling
Chairman

Greg Cox
Mark Kersey
Robert T. Lloyd
Paul Robinson
Johanna S. Schiavoni
Michael Schumacher
Mark B. West

Ex-Officio Board Members
Gustavo Dallarda
Col. Charles B. Dockery
Gayle Miller

President / CEO
Kimberly J. Becker

Revised 10/24/19
DRAFT
AIRPORT LAND USE COMMISSION AGENDA

Thursday, November 7, 2019
9:00 AM or immediately following the Board Meeting
San Diego International Airport
SDCRAA Administration Building – Third Floor
Board Room
3225 N. Harbor Drive
San Diego, California 92101

Live webcasts of Authority Board meetings can be accessed at
http://www.san.org/Airport-Authority/Meetings-Agendas/ALUC

Pursuant to California Public Utilities Code §§ 21670-21679.5, the Airport Land Use Commission ("Commission") is responsible for coordinating the airport planning of public agencies within San Diego County. The Commission has the legal responsibility to formulate airport land use compatibility plans ("ALUCPs") that will (a) provide for the orderly growth of each public airport and the areas surrounding the airport within the County and (b) safeguard the general welfare of the inhabitants within the vicinity of each airport and the public in general. Pursuant to §21670.3, the San Diego County Regional Airport Authority serves as the Commission.

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SAN DIEGO INTERNATIONAL AIRPORT
LET'S GO.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

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Note: Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Commission.

CONSENT AGENDA (Items 1-2):
The Consent Agenda contains items that are routine in nature and non-controversial. It also contains consistency determinations that have been deemed consistent or conditionally consistent. The matters listed under 'Consent Agenda' may be approved by one motion. Any Commission Member may remove an item for separate consideration. Items so removed will be heard before the scheduled New Business items, unless otherwise directed by the Chair.

1. APPROVAL OF MINUTES:
RECOMMENDATION: Approve the minutes of the October 3, 2019 regular meeting.

CONSISTENCY DETERMINATIONS

2. REPORT OF DETERMINATIONS OF CONSISTENCY WITH AIRPORT LAND USE COMPATIBILITY PLANS: GILLESPIE FIELD (SUNSET TRAIL AT GRAVES AVENUE; 8711 ATLAS VIEW DRIVE):
RECOMMENDATION: Receive the report.
(Planning & Environmental Affairs: Ralph Redman)

PUBLIC HEARINGS:

OLD BUSINESS:

NEW BUSINESS:

3. CONSISTENCY DETERMINATION – FALLBROOK COMMUNITY AIRPARK AIRPORT LAND USE COMPATIBILITY PLAN – PEPPERTREE PARK VILLAGES 9 & 10: GENERAL AND SPECIFIC PLAN AMENDMENTS AND ZONE RECLASSIFICATION TO CONSTRUCT 57 DETACHED AND 60 ATTACHED RESIDENTIAL UNITS AT PEPPERTREE LANE AND SOUTH MISSION ROAD, FALLBROOK, COUNTY OF SAN DIEGO:
RECOMMENDATION: Adopt Resolution No. 2019-_____ALUC, making the determination that the project is not consistent with the Fallbrook Community Airpark Airport Land Use Compatibility Plan.
(Planning & Environmental Affairs: Ralph Redman)

4. STATUS UPDATE ON NEW AIRPORT LAND USE COMPATIBILITY PLANS:
RECOMMENDATION: Receive the presentation.
(Planning & Environmental Affairs: Ralph Redman)

COMMISSION COMMENT:

ADJOURNMENT:

Policy for Public Participation in Board, Airport Land Use Commission (ALUC), and Committee Meetings (Public Comment)

1) Persons wishing to address the Board, ALUC, and Committees shall complete a "Request to Speak" form prior to the initiation of the portion of the agenda containing the item to be addressed (e.g., Public Comment and General Items). Failure to complete a form shall not preclude testimony, if permission to address the Board is granted by the Chair.
2) The Public Comment Section at the beginning of the agenda is reserved for persons wishing to address the Board, ALUC, and Committees on any matter for which another opportunity to speak is not provided on the Agenda, and on matters that are within the jurisdiction of the Board.
3) Persons wishing to speak on specific items listed on the agenda will be afforded an opportunity to speak during the presentation of individual items. Persons wishing to speak on specific items should reserve their comments until the specific item is taken up by the Board, ALUC and Committees.
4) If many persons have indicated a desire to address the Board, ALUC and Committees on the same issue, then the Chair may suggest that these persons consolidate their respective testimonies. Testimony by members of the public on any item shall be limited to **three (3) minutes per individual speaker and five (5) minutes for applicants, groups and referring jurisdictions.**
5) Pursuant to Authority Policy 1.33 (8), recognized groups must register with the Authority Clerk prior to the meeting.
6) After a public hearing or the public comment portion of the meeting has been closed, no person shall address the Board, ALUC, and Committees without first obtaining permission to do so.

Additional Meeting Information

NOTE: This information is available in alternative formats upon request. To request an Agenda in an alternative format, or to request a sign language or oral interpreter, or an Assistive Listening Device (ALD) for the meeting, please telephone the Authority Clerk's Office at (619) 400-2400 at least three (3) working days prior to the meeting to ensure availability.

For your convenience, the agenda is also available to you on our website at www.san.org.

For those planning to attend the Board meeting, parking is available in the public parking lot located directly in front of the Administration Building. Bring your ticket to the third floor receptionist for validation.

You may also reach the SDCRAA Building by using public transit via the San Diego MTS System, Route 992. For route and fare information, please call the San Diego MTS at (619) 233-3004 or 511.