\$155,815,000
San Diego County
Regional Airport Authority
Senior Airport Revenue Bonds
Series 2025A
(Governmental/Non-AMT)

\$628,635,000
San Diego County
Regional Airport Authority
Senior Airport Revenue Bonds
Series 2025B
(Private Activity/AMT)

# CERTIFICATE REGARDING CERTIFIED COPY OF THE SIXTH SUPPLEMENTAL SENIOR TRUST INDENTURE

I, Annette Ortiz, Authority Clerk of the San Diego County Regional Airport Authority (the "Authority"), do hereby certify that attached hereto as Exhibit A is a true, correct and complete copy of the Sixth Supplemental Trust Indenture, dated as of July 1, 2025 (the "Sixth Supplemental Senior Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. The Sixth Supplemental Senior Indenture has been duly and fully executed, has not been amended, supplemented, modified or limited and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto executed this Certificate this 9<sup>th</sup> day of July, 2025.

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Ву

Authority Clerk

Office of the Authority Clerk

# **EXHIBIT A**

(Sixth Supplemental Senior Trust Indenture)

# SIXTH SUPPLEMENTAL TRUST INDENTURE

by and between

# SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

and

# THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

# Relating to

\$155,815,000 San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025A (Governmental/Non-AMT) \$628,635,000 San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B (Private Activity/AMT)

Dated as of July 1, 2025

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## SIXTH SUPPLEMENTAL TRUST INDENTURE

THIS SIXTH SUPPLEMENTAL TRUST INDENTURE (this "Sixth Supplemental Indenture"), dated as of July 1, 2025, 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 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as The Bank of New York Trust Company, N.A.), a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), and supplements the Master Trust Indenture, dated as of November 1, 2005, as amended (the "Master Indenture"), by and between the Authority and the Trustee.

WHEREAS, the Master Indenture provides, in <u>Section 2.09</u> thereof, for the issuance of Bonds and, in <u>Section 10.02</u> thereof, for the execution and delivery of Supplemental Indentures setting forth the terms of such Bonds; and

WHEREAS, the Authority now, for the purpose of providing money to finance certain capital improvements to the Airport System, by execution and delivery of this Sixth Supplemental Indenture and in compliance with the provisions of the Master Indenture (a) sets forth the terms of its (i) \$155,815,000 San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025A (Governmental/Non-AMT) (the "Series 2025A Bonds"), and (ii) \$628,635,000 San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025B (Private Activity/AMT) (the "Series 2025B Bonds," and together with the Series 2025A Bonds, the "Series 2025 Bonds"), (b) provides for the deposit and use of the proceeds of the Series 2025 Bonds, and (c) makes other provisions relating to the Series 2025 Bonds; and

WHEREAS, the Series 2025 Bonds are being issued as Bonds as provided for in Section 2.09 of the Master Indenture.

# **GRANTING CLAUSE**

In order to secure the payment of the Series 2025 Bonds, the Authority hereby pledges, assigns and grants to the Trustee with respect to the Series 2025 Bonds all of the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere in, the Master Indenture. To secure further the payment of the Series 2025 Bonds, the Authority in furtherance of the Master 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 Fund 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 Indenture unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Sixth Supplemental Indenture shall have the same meanings as set forth in the Master Indenture.

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

"Beneficial Owner" means, whenever used with respect to a Series 2025 Bond, the person in whose name such Series 2025 Bond is recorded as the beneficial owner of such Series 2025 Bond by a Participant on the records of such Participant or such person's subrogee.

"Bondholder" shall mean the person in whose name any Series 2025 Bond or Series 2025 Bonds are registered on the books maintained by the Registrar, including DTC or its nominees, as the sole registered owner of Book-Entry Bonds.

"Book-Entry Bonds" means the Series 2025 Bonds held by DTC (or its nominee) as the Bondholder 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 2025 Bonds.

"Continuing Disclosure Certificate" means the certificate of the Authority, dated the date of issuance of the Series 2025 Bonds, pursuant to which the Authority shall agree to undertake for the benefit of the Bondholders and the Beneficial Owners of the Series 2025 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 2025 Bonds, including, but not limited to, costs and expenses of printing and copying documents, the preliminary and final official statements and the Series 2025 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.

"Fifth Supplemental Indenture" means the Fifth Supplemental Trust Indenture, dated as of October 1, 2023, by and between the Authority and the Trustee and which, among other things, sets forth the terms of the Series 2023A Bonds and the Series 2023B Bonds.

"Interest Payment Date" means each January 1 and July 1, commencing January 1, 2026, the dates upon which interest on the Series 2025 Bonds becomes due and payable.

- "Master Indenture" means the Master Trust Indenture, dated as of November 1, 2005, as amended from time to time, between the Authority and the Trustee under which the Series 2025 Bonds are authorized and secured.
- "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 Subordinate Trustee.
- "Ninth Supplemental Subordinate Indenture" means the Ninth Supplemental Subordinate Trust Indenture, dated as of December 1, 2021, by and between the Authority and the Subordinate Trustee and which, among other things, sets forth the terms of the Subordinate Series 2021A Bonds and the Subordinate Series 2021B Bonds.
- "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 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.
  - "Registrar" for purposes of this Sixth Supplemental 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 Senior Airport Revenue Bonds Reserve Fund" established pursuant to the Master Indenture and the Fifth Supplemental Indenture.
- "Reserve Fund Insurance Policy" has the meaning as set forth in the Fifth Supplemental Indenture.
- "Reserve Requirement" shall have the meaning as set forth in the Fifth Supplemental Indenture. At the time of issuance of the Series 2025 Bonds, the Reserve Requirement shall be equal to \$128,952,012.50.
- "Series 2023A Bonds" means the Bonds issued under the Master Indenture and the Fifth Supplemental Indenture and designated as "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2023A (Governmental/Non-AMT)."
- "Series 2023A Capitalized Interest Account" means the Capitalized Interest Account established and maintained by the Trustee in the Series 2023A Debt Service Fund pursuant to the provisions of the Fifth Supplemental Indenture.

- "Series 2023A Debt Service Fund" means the "San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2023A Debt Service Fund" established and maintained by the Trustee pursuant to the Fifth Supplemental Indenture.
- "Series 2023A Interest Account" means the Interest Account established and maintained by the Trustee in the Series 2023A Debt Service Fund pursuant to the provisions of the Fifth Supplemental Indenture.
- "Series 2023B Bonds" means the Bonds issued under the Master Indenture and the Fifth Supplemental Indenture and designated as "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2023B (Private Activity/ AMT)."
- "Series 2023B Capitalized Interest Account" means the Capitalized Interest Account established and maintained by the Trustee in the Series 2023B Debt Service Fund pursuant to the provisions of the Fifth Supplemental Indenture.
- "Series 2023B Debt Service Fund" means the "San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2023B Debt Service Fund" established and maintained by the Trustee pursuant to the Fifth Supplemental Indenture.
- "Series 2023B Interest Account" means the Interest Account established and maintained by the Trustee in the Series 2023B Debt Service Fund pursuant to the provisions of the Fifth Supplemental Indenture.
- "Series 2025 Bonds" means, collectively, the Series 2025A Bonds and the Series 2025B Bonds.
- "Series 2025 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 2025 Bonds.
- "Series 2025 Rebate Fund" means the Fund of such designation established pursuant to Section 4.01 hereof.
- "Series 2025 Reserve Account" means the Account of such designation established in the Reserve Fund pursuant to Section 4.01 hereof.
- "Series 2025 Term Bonds" means, collectively, the Series 2025A Term Bonds and the Series 2025B Term Bonds.
- "Series 2025A Bonds" means \$155,815,000 aggregate principal amount of Bonds issued under the Master Indenture and this Sixth Supplemental Indenture and designated as "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025A (Governmental/Non-AMT)."
- "Series 2025A 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 2025A Projects.

"Series 2025A Costs of Issuance Account" means the Account of such designation established in the Series 2025 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 2025A Bonds.

"Series 2025A 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 2025A Bonds.

"Series 2025A Projects" means, collectively, any or all of those capital expenditures listed in Exhibit C-1 attached hereto which are to be financed from amounts deposited into the Series 2025A Construction Fund.

"Series 2025A Term Bonds" means, collectively, the Series 2025A Bonds maturing on July 1, 2050 and July 1, 2055.

"Series 2025B Bonds" means \$628,635,000 aggregate principal amount of Bonds issued under the Master Indenture and this Sixth Supplemental Indenture and designated as "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025B (Private Activity/AMT)."

"Series 2025B 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 2025B Projects.

"Series 2025B Costs of Issuance Account" means the Account of such designation established in the Series 2025 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 2025B Bonds.

"Series 2025B 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 2025B Bonds.

"Series 2025B Projects" means, collectively, any or all of those capital expenditures listed in Exhibit C-2 attached hereto which are to be financed from amounts deposited into the Series 2025B Construction Fund.

"Series 2025B Term Bonds" means, collectively, the Series 2025B Bonds maturing on July 1, 2050 and July 1, 2055.

"Sixth Supplemental Indenture" means this Sixth Supplemental Trust Indenture, dated as of July 1, 2025, by and between the Authority and the Trustee and which, among other things, sets forth the terms of the Series 2025 Bonds.

"Subordinate Series 2021A Bonds" means the Subordinate Obligations issued under the Master Subordinate Indenture and the Ninth Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2021A (Governmental/Non-AMT)."

"Subordinate Series 2021B Bonds" means the Subordinate Obligations issued under the Master Subordinate Indenture and the Ninth Supplemental Subordinate Indenture and designated as "San Diego County Regional Airport Authority Subordinate Airport Revenue Bonds, Series 2021B (Private Activity/AMT)."

"Subordinate Trustee" means U.S. Bank Trust Company, National Association, successor in interest to U.S. Bank National Association (as successor trustee to Deutsche Bank National Trust Company).

"Tax Certificate" means the Tax Compliance Certificate, dated the date of issuance of the Series 2025 Bonds, as amended from time to time, entered into by the Authority and executed with respect to the Series 2025 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 Indenture.

## **ARTICLE II**

#### THE SERIES 2025 BONDS

Section 2.01. Designation of the Series 2025 Bonds; Principal Amount. The Bonds authorized to be issued under the Master Indenture and this Sixth Supplemental Indenture shall be designated as (a) "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025A (Governmental/Non-AMT)", which shall be issued in the original principal amount of \$155,815,000, and (b) "San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025B (Private Activity/AMT)," which shall be issued in the original principal amount of \$628,635,000.

Section 2.02. Series 2025 Bonds Issued Under the Master Indenture; Security; Parity. The Series 2025 Bonds are issued as Bonds under and subject to the terms of the Master Indenture and are secured by and payable from the Net Revenues and other security provided in the Granting Clauses of the Master Indenture and this Sixth Supplemental Indenture and in accordance with the terms of the Master Indenture and this Sixth Supplemental Indenture.

To further secure the payment of the Series 2025 Bonds, the Authority in furtherance of the Master 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 Fund Requirement, all rights, title and interest in such instruments and the proceeds thereof.

Section 2.03. General Terms of the Series 2025 Bonds. The Series 2025 Bonds shall, upon initial issuance, be dated July 9, 2025. Each Series 2025 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 2025 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 2025 Bond

shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before December 15, 2025 in which, event such Series 2025 Bond shall bear interest from July 9, 2025. If interest on the Series 2025 Bonds shall be in default, Series 2025 Bonds issued in exchange for Series 2025 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 2025 Bonds surrendered. The Series 2025 Bonds shall be issued in denominations of \$5,000 original principal amount or integral multiples thereof.

Interest on the Series 2025 Bonds shall be paid on January 1, 2026 and semiannually thereafter on January 1 and July 1.

Interest on the Series 2025 Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months.

The Series 2025A Bonds shall be issued in the original principal amount of \$155,815,000 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
2028	\$ 1,365,000	5.000%
2029	2,810,000	5.000
2030	2,950,000	5.000
2031	3,095,000	5.000
2032	3,250,000	5.000
2033	3,415,000	5.000
2034	3,580,000	5.000
2035	3,765,000	5.000
2036	3,950,000	5.000
2037	4,145,000	5.000
2038	4,355,000	5.000
2039	4,575,000	5.000
2040	4,800,000	5.000
2041	5,040,000	5.000
2042	5,295,000	5.000
2043	5,560,000	5.000
2044	5,840,000	5.000
2045	6,130,000	5.000
2050	35,745,000	5.250
2055	46,150,000	5.250

The Series 2025B Bonds shall be issued in the original principal amount of \$628,635,000 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
2028	\$ 6,465,000	5.000%
2029	13,260,000	5.000
2030	13,920,000	5.000
2031	14,615,000	5.000
2032	15,345,000	5.000
2033	16,115,000	5.000
2034	16,920,000	5.000
2035	17,765,000	5.000
2036	18,655,000	5.000
2037	19,585,000	5.250
2038	20,615,000	5.250
2039	21,695,000	5.250
2040	22,835,000	5.250
2041	24,035,000	5.250
2042	25,295,000	5.250
2043	26,625,000	5.250
2044	28,025,000	5.250
2045	29,495,000	5.250
2050	172,400,000	5.250
2055	104,970,000	5.500

Payment of the principal of the Series 2025 Bonds shall be made upon surrender of the Series 2025 Bonds to the Trustee or its agent; provided that with respect to the Series 2025 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 2025 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 Bondholder thereof on the Record Date, and such payment shall be mailed to such Bondholder 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 2025 Bonds, interest due and payable on any Interest Payment Date shall be paid to the person who is the Bondholder as of the Record Date. The Series 2025 Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2025 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 2025 Bond shall bear interest at the same rate after such default as on the day before the default occurred.

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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 2025 Bonds. Series 2025 Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of Series 2025 Bonds of the same Series, maturity date and interest rate. The cost of printing Series 2025 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 Bondholders 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 2025 Bond during the period established by the Registrar for selection of Series 2025 Bonds for redemption or any Series 2025 Bond which has been selected for redemption.

# Section 2.05. Book-Entry Bonds.

- (a) Except as provided in subparagraph (c) of this Section, the Bondholder of all of the Series 2025 Bonds shall be DTC and the Series 2025 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 2025 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.
- The Series 2025 Bonds shall be initially issued in the form of separate single (b) authenticated fully registered bonds for each separate stated maturity for each Series of the Series 2025 Bonds. Upon initial issuance, the ownership of such Series 2025 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 2025 Bonds registered in its name for the purposes of paying the principal and redemption price of and interest on the Series 2025 Bonds, selecting the Series 2025 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Master Indenture or this Sixth Supplemental Indenture, registering the transfer of Series 2025 Bonds, obtaining any consent or other action to be taken by Bondholders 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 2025 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Bondholder, 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 2025 Bonds; any notice which is permitted or required to be given to Bondholders under the Master Indenture and this Sixth Supplemental Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a

partial redemption of the Series 2025 Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay all principal and redemption price of and interest on the Series 2025 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 2025 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2025 Bond evidencing the obligation of the Authority to make payments of principal, redemption price and interest pursuant to the Master Indenture and this Sixth Supplemental 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 Indenture shall refer to such new nominee of DTC.

- In the event the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2025 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 2025 Bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange Series 2025 Bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2025 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 2025 Bond certificates as described in this Sixth Supplemental Indenture. In the event Series 2025 Bond certificates are issued, the provisions of the Master Indenture and this Sixth Supplemental 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 2025 Bonds to any Participant having Series 2025 Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2025 Bonds.
- (d) Notwithstanding any other provision of the Master Indenture and this Sixth Supplemental Indenture to the contrary, so long as any Series 2025 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 2025 Bond and all notices with respect to such Series 2025 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 Bondholders pursuant to the Master Indenture and this Sixth Supplemental Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by

Bondholders, 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 Bondholder.

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 2025 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 BONDHOLDER OF THE SERIES 2025 BONDS.

#### **ARTICLE III**

#### REDEMPTION OF SERIES 2025 BONDS

Section 3.01. Notices to Bondholders. If the Authority wishes that any Series 2025 Bonds be redeemed pursuant to Section 3.03 hereof, the Authority will notify the Trustee of the redemption date, the applicable Series, the maturity date, the interest rate, the CUSIP number and the principal amount of the Series 2025 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 Bondholders 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 2025 Bonds held by DTC by an express delivery service for delivery on the next following Business Day or otherwise as permitted or required by DTC's procedures) to each Bondholder of a Series 2025 Bond to be redeemed. Each such notice shall be sent to the Bondholder'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 2025 Bond to be redeemed, if less than all Series 2025 Bonds of a Series and maturity date are called for redemption the numbers assigned to the Series 2025 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 2025 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 2025 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 Bondholders of such Series 2025 Bonds to be redeemed in the manner provided in this Section.

Failure to give any required notice of redemption as to any particular Series 2025 Bond will not affect the validity of the call for redemption of any Series 2025 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 2025 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 Trustee sufficient for redemption, interest on the Series 2025 Bonds to be redeemed will cease to accrue on and after the date fixed for redemption.

If any Series 2025 Bonds, at the time of redemption, are Book-Entry Bonds, then, at the time of the mailing required by the first paragraph of this Section, such redemption notice shall be given by (i) registered or certified mail, postage prepaid; (ii) telephonically confirmed facsimile transmission; or (iii) overnight delivery service, to:

The Depository Trust Company 140 58<sup>th</sup> Street Brooklyn, NY 11220-2521 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 2025 Bond.

**Section 3.02. Redemption Dates**. The date fixed for redemption of Series 2025 Bonds to be redeemed pursuant to any optional redemption provision as set forth in <u>Sections 3.03</u> hereof shall be a date permitted by the Authority in the notice delivered pursuant to <u>Section 3.01</u> hereof. The dates fixed for mandatory sinking fund redemption of the Series 2025 Term Bonds will be as set forth in <u>Sections 3.04</u> hereof.

# Section 3.03. Optional Redemption of the Series 2025 Bonds.

- (a) The Series 2025A Bonds maturing on or before July 1, 2035 are not subject to optional redemption prior to maturity. The Series 2025A Bonds maturing on or after July 1, 2036 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, 2035 at a redemption price equal to 100% of the principal amount of the Series 2025A Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.
- (b) The Series 2025B Bonds maturing on or before July 1, 2035 are not subject to optional redemption prior to maturity. The Series 2025B Bonds maturing on or after July 1, 2036 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, 2035 at a redemption price equal to 100% of the principal amount of the

Series 2025B 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 2025 Term Bonds.

(a) The Series 2025A Bonds maturing on July 1, 2050 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
2046	\$6,435,000
2047	6,775,000
2048	7,130,000
2049	7,505,000
$2050^{*}$	7,900,000

<sup>\*</sup>Final Maturity Date

(b) The Series 2025A Bonds maturing on July 1, 2055 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
2051	\$ 8,310,000
2052	8,745,000
2053	9,205,000
2054	9,690,000
2055*	10,200,000

<sup>\*</sup>Final Maturity Date

(c) The Series 2025B Bonds maturing on July 1, 2050 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
2046	\$31,045,000
2047	32,675,000
2048	34,390,000
2049	36,195,000
$2050^{*}$	38,095,000

<sup>\*</sup>Final Maturity Date

(d) The Series 2025B Bonds maturing on July 1, 2055 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
2051	\$40,095,000
2052	14,935,000
2053	15,765,000
2054	16,630,000
2055*	17,545,000

<sup>\*</sup>Final Maturity Date

- (e) Except as otherwise provided in <u>Section 2.05</u> hereof, on or before the forty-fifth (45<sup>th</sup>) 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 2025 Term Bonds an aggregate principal amount of the applicable Series 2025 Term Bonds equal to the amount for such year as set forth in the applicable table above and shall call the applicable Series 2025 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 (60<sup>th</sup>) day next preceding any mandatory sinking fund redemption date for the Series 2025 Term Bonds, as applicable, it may (i) deliver to the Trustee for cancellation Series 2025 Term Bonds, as applicable, 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 2025 Term Bonds, as applicable, 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 2025 Term Bonds, as applicable, 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 applicable Series 2025 Term Bond on such mandatory sinking fund redemption date. In the event the Authority redeems any of the Series 2025 Term Bonds, as applicable, 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 2025 Bonds for Redemption; Series 2025 Bonds Redeemed in Part. The Series 2025 Bonds are subject to redemption in such order of maturity date within each Series (except mandatory sinking fund payments on the Series 2025 Term Bonds) as the Authority may direct and by lot, selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2025 Bonds, as applicable) shall deem appropriate, within a Series and maturity date.

Upon surrender of a Series 2025 Bond to be redeemed, in part only, the Trustee will authenticate for the holder a new Series 2025 Bond of the same Series, maturity date and interest rate equal in principal amount to the unredeemed portion of the Series 2025 Bonds surrendered.

**Section 3.06. Payment of Series 2025 Bonds Called for Redemption**. Upon surrender to the Trustee's agent, Series 2025 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 2025 Bonds so called for redemption shall become and be due and payable on the redemption date, interest on such Series 2025 Bonds shall cease to accrue from and after such redemption date, such Series 2025 Bonds shall cease to be entitled to any lien, benefit or security under the Master Trust Indenture and this Sixth Supplemental Indenture and the Bondholders of such Series 2025 Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Series 2025 Bonds which have been duly called for redemption under the provisions of this <u>Article III</u> and for the payment of the redemption price of which moneys shall be held in trust for the Bondholders of the Series 2025 Bonds to be redeemed, all as provided in this Sixth Supplemental Indenture, shall not be deemed to be Outstanding under the provisions of the Master Trust Indenture and this Sixth Supplemental 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 Senior Airport Revenue Bonds Series 2025A Debt Service Fund (the "Series 2025A 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 Senior Airport Revenue Bonds Series 2025A Construction Fund (the "Series 2025A Construction Fund"), to be held by the Trustee;
- (c) San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B Debt Service Fund (the "Series 2025B 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 Senior Airport Revenue Bonds Series 2025B Construction Fund (the "Series 2025B Construction Fund"), to be held by the Trustee;
- (e) San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025 Costs of Issuance Fund (the "Series 2025 Costs of Issuance Fund") and therein (i) the San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025A Costs of Issuance Account (the "Series 2025A Costs of Issuance Account"), and (ii) the San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B Costs of Issuance Account (the "Series 2025B Costs of Issuance Account"), to be held by the Trustee;
- (f) San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025 Reserve Account (the "Series 2025 Reserve Account"), to be established in the Reserve Fund and to be held by the Trustee; and
- (g) San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025 Rebate Fund (the "Series 2025 Rebate Fund"), to be held by the Trustee.
- **Section 4.02. Application of Series 2025A Bond Proceeds**. The proceeds of the sale of the Series 2025A Bonds, being the amount of \$166,123,726.79 (which sum represents the par amount of the Series 2025A Bonds of \$155,815,000.00, plus an original issue premium in the amount of \$10,661,638.15, and less an underwriters' discount in the amount of \$352,911.36) received by the Trustee shall be deposited or paid by the Trustee as follows:
  - (a) \$18,815,278.51, representing Capitalized Interest, shall be deposited in the Capitalized Interest Account of the Series 2025A Debt Service Fund to be used to pay interest due and payable on the Series 2025A Bonds on the dates and in the amounts set forth in Section 4.05(b) hereof;
  - (b) \$398,984.36, representing Capitalized Interest, shall be deposited in the Series 2023A Capitalized Interest Account and shall be transferred (along with any earnings thereon) to the Series 2023A Interest Account on or before January 1, 2026 and used to pay a portion of the interest due and payable on the Series 2023A Bonds on January 1, 2026;

- (c) \$10,433,265.56 shall be deposited into the Series 2025 Reserve Account of the Reserve Fund;
- (d) \$204,202.43 shall be deposited into the Series 2025A Costs of Issuance Account of the Series 2025 Costs of Issuance Fund;
- (e) \$133,353,887.60 shall be deposited into the Series 2025A Construction Fund to be used to pay a portion of the Costs of the Series 2025A Projects; and
- (f) \$2,918,108.33 shall be transferred to the Subordinate Trustee (pursuant to wiring instructions provided by the Authority to the Trustee at the time of issuance of the Series 2025 Bonds) to be used to pay a portion of the interest on the Subordinate Series 2021A Bonds on January 1, 2026.

The Trustee may establish and use temporary funds and accounts in its records to facilitate and record such deposits and transfers provided for in this Section.

- **Section 4.03. Application of Series 2025B Bond Proceeds**. The proceeds of the sale of the Series 2025B Bonds, being the amount of \$653,976,567.20 (which sum represents the par amount of the Series 2025B Bonds of \$628,635,000.00, plus an original issue premium of \$26,745,340.25, and less an underwriters' discount in the amount of \$1,403,773.05) received by the Trustee shall be deposited or paid by the Trustee as follows:
  - (a) \$78,653,496.90, representing Capitalized Interest, shall be deposited in the Capitalized Interest Account of the Series 2025B Debt Service Fund to be used to pay interest due and payable on the Series 2025B Bonds on the dates and in the amounts set forth in Section 4.07(b) hereof;
  - (b) \$39,586,655.47, representing Capitalized Interest, shall be deposited in the Series 2023B Capitalized Interest Account and the Trustee shall transfer the following amounts from the Series 2023B Capitalized Interest Account to the Series 2023B Interest Account for payment of interest on the Series 2023B Bonds on the following applicable Interest Payment Dates:

Interest Payment Date	Amount to be Transferred to Interest Account
January 1, 2026	\$5,505,208.76
July 1, 2026	9,501,524.67
January 1, 2027	8,193,307.35
July 1, 2027	8,193,307.35
January 1, 2028	All remaining amounts on
•	deposit in Series 2023B
	Capitalized Interest Account

(c) \$41,073,373.49 shall be deposited into the Series 2025 Reserve Account of the Reserve Fund;

- (d) \$794,434.71 shall be deposited into the Series 2025B Costs of Issuance Account of the Series 2025 Costs of Issuance Fund;
- (e) \$485,572,070.52 shall be deposited into the Series 2025B Construction Fund to be used to pay a portion of the Costs of the Series 2025B Projects; and
- (f) \$8,296,536.11 shall be transferred to the Subordinate Trustee (pursuant to wiring instructions provided by the Authority to the Trustee at the time of issuance of the Series 2025 Bonds) to be used to pay a portion of the interest on the Subordinate Series 2021B Bonds on January 1, 2026.

The Trustee may establish and use temporary funds and accounts in its records to facilitate and record such deposits and transfers provided for in this Section.

## Section 4.04. Series 2025A Construction Fund.

- (a) There shall be deposited into the Series 2025A Construction Fund the amounts as provided in Section 4.02(e) hereof and any amounts transferred from the Capitalized Interest Account of the Series 2025A Debt Service Fund representing Capitalized Interest and earnings thereon as described in Section 4.05(b) hereof.
- (b) The Trustee shall make payments or disbursements from the Series 2025A Construction Fund upon receipt from the Authority of a written requisition, in substantially the form attached as <u>Exhibit D-1</u> hereto, 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 2025A 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 2025A Projects as described in <u>Exhibit C-1</u> 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 2025A Construction Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Earnings on the Series 2025A Construction Fund shall be retained in the Series 2025A Construction Fund.
- (d) The completion of the Series 2025A 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 2025A Project and the amount, if any, required in the opinion of such Authorized Authority Representative for the payment of any remaining portion of the Costs of the Series 2025A Projects or (ii) that all amounts in the Series 2025A Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the Series 2025A Construction Fund following the delivery of such certificate, or upon the determination of the Authority not

to proceed with the Series 2025A 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 2025A 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 2025A Bonds in gross income of the recipient thereof for federal income tax purposes.

**Section 4.05. Series 2025A Debt Service Fund**. The Trustee shall make deposits into the Series 2025A 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 4.05(b) hereof, and (ii) the amounts received from the Authority, as provided in the Master Indenture, to be used to pay interest on the Series 2025A Bonds. 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 2025A Bonds in accordance with their terms 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 amount as provided in <u>Section 4.02(a)</u> hereof. The Trustee shall transfer the following amounts from the Capitalized Interest Account to the Interest Account for payment of interest on the Series 2025A Bonds on the following applicable Interest Payment Dates:

Interest Payment Date	Amount to be Transferred to Interest Account
January 1, 2026	\$3,764,014.95
July 1, 2026	3,939,085.41
January 1, 2027	3,939,085.41
July 1, 2027	3,939,085.41
January 1, 2028	All remaining amounts on
• ,	deposit in Capitalized
	Interest Account

Until the Series 2025A 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 2025A Bonds as provided

in the table above. On the completion date of the Series 2025A Projects, any amounts remaining on deposit in the Capitalized Interest Account shall be transferred to the Series 2025A 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 2025A 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 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 2025A 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 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 Indenture to be used to pay the redemption price of Series 2025A Bonds being redeemed as provided in Section 3.03(a) 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 2025A Bonds being redeemed as provided in Section 3.03(a) 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 2025A Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

## Section 4.06. Series 2025B Construction Fund.

- (a) There shall be deposited into the Series 2025B Construction Fund the amounts as provided in <u>Section 4.03(e)</u> hereof and any amounts transferred from the Capitalized Interest Account of the Series 2025B Debt Service Fund representing Capitalized Interest and earnings thereon as described in <u>Section 4.07(b)</u> hereof.
- (b) The Trustee shall make payments or disbursements from the Series 2025B Construction Fund upon receipt from the Authority of a written requisition, in substantially the form attached as Exhibit D-2 hereto, 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 2025B 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 2025B 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 2025B Construction Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments. Earnings on the Series 2025B Construction Fund shall be retained in the Series 2025B Construction Fund.
- The completion of the Series 2025B 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 2025B Projects and the amount, if any, required in the opinion of such Authorized Authority Representative for the payment of any remaining portion of the Costs of the Series 2025B Projects or (ii) that all amounts in the Series 2025B Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the Series 2025B Construction Fund following the delivery of such certificate, or upon the determination of the Authority not to proceed with the Series 2025B 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 2025B 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 2025B Bonds in gross income of the recipient thereof for federal income tax purposes.

**Section 4.07. Series 2025B Debt Service Fund**. The Trustee shall make deposits into the Series 2025B 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 4.07(b) hereof, and (ii) the amounts received from the Authority, as provided in the Master Indenture, to be used to pay interest on the Series 2025B Bonds. 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 2025B Bonds in accordance with their terms 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 amount as provided in <u>Section 4.03(a)</u> hereof. The Trustee shall transfer the following amounts from the Capitalized Interest Account to the Interest Account for payment of interest on the Series 2025B Bonds on the following applicable Interest Payment Dates:

Interest Payment Date	Amount to be Transferred to Interest Account
January 1, 2026	\$15,734,709.31
July 1, 2026	16,466,556.25
January 1, 2027	16,466,556.25
July 1, 2027	16,466,556.25
January 1, 2028	All remaining amounts on deposit in Capitalized Interest Account

Until the Series 2025B 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 2025B Bonds as provided in the table above. On the completion date of the Series 2025B Projects, any amounts remaining on deposit in the Capitalized Interest Account shall be transferred to the Series 2025B 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 2025B 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 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 2025B 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 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 Indenture to be used to pay the redemption price of Series 2025B Bonds being redeemed as provided in Section 3.03(b) 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 2025B Bonds being redeemed as provided in Section 3.03(b) 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 2025B Debt Service Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.

# Section 4.08. Series 2025 Costs of Issuance Fund.

- (a) There shall, be deposited into the Series 2025 Costs of Issuance Fund the amounts as provided in Sections 4.02(d) and 4.03(d) hereof.
- (b) The Trustee shall make payments or disbursements from the Series 2025 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 2025 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 2025 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 (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 2025 Costs of Issuance Fund shall be invested and reinvested as directed by an Authorized Authority Representative in Permitted Investments.
- (d) Earnings on the Series 2025A Costs of Issuance Account of the Series 2025 Costs of Issuance Fund shall be deposited into the Series 2025A Construction Fund. Any amounts remaining in the Series 2025A Costs of Issuance Account of the Series 2025 Costs of Issuance Fund on January 1, 2026 shall be transferred to the Series 2025A Construction Fund and the Series 2025A Costs of Issuance Account of the Series 2025 Costs of Issuance Fund shall be closed.
- (e) Earnings on the Series 2025B Costs of Issuance Account of the Series 2025 Costs of Issuance Fund shall be deposited into the Series 2025B Construction Fund. Any amounts remaining in the Series 2025B Costs of Issuance Account of the Series 2025 Costs of Issuance Fund on January 1, 2026 shall be transferred to the Series 2025B Construction Fund and the Series 2025B Costs of Issuance Account of the Series 2025 Costs of Issuance Fund shall be closed.

Section 4.09. Series 2025 Reserve Account. In accordance with Section 4.09(a) of the Fifth Supplemental Indenture, the Authority hereby elects to have the Series 2025 Bonds

participate in the Reserve Fund. As provided in Sections 4.02(c) and 4.03(c) hereof, at the time of the issuance of the Series 2025 Bonds, a portion of the proceeds of the Series 2025 Bonds shall be deposited into the Series 2025 Reserve Account. The Series 2025 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 2025 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 4.09(a) of the Fifth Supplemental Indenture and shall be available to make payments on all of the Series of Bonds 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 2025 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 2025A Bonds shall be transferred to the Interest Account in the Series 2025A Debt Service Fund and such excess allocable to the Series 2025B Bonds shall be transferred to the Interest Account in the Series 2025B Debt Service Fund.

**Section 4.10. Sources of Payment of the Series 2025 Bonds**. The Series 2025 Bonds shall be secured by and payable from the Net Revenues as provided in the Master 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 2025 Bonds from any other source or from any other funds of the Authority.

## ARTICLE V

## TAX COVENANTS

Section 5.01. Series 2025 Rebate Fund. The Authority hereby agrees that it will execute the Tax Certificate and will, pursuant to this Sixth Supplemental Indenture, cause the Series 2025 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 2025 Rebate Fund shall be held and disbursed in accordance with the Tax Certificate.

# Section 5.02. Preservation of Tax Exemption on Series 2025 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 2025 Bonds or any other funds of the Authority held by the Trustee under the Master Indenture and this Sixth Supplemental Indenture allocable to the Series 2025 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 2025 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Series 2025 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 2025 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 2025 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.

by law and this Sixth Supplemental Indenture which are necessary or desirable in order to assure that interest paid on the Series 2025 Bonds will not be included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2025B Bonds that are a "substantial user" of the facilities financed with the Series 2025B 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 2025B Bonds that are a "substantial user" of the facilities financed with the Series 2025B 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 Indenture or the Series 2025 Bonds must be in writing except as expressly provided otherwise in this Sixth Supplemental Indenture or the Series 2025 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 Indenture or when delivered by hand and received by the Authority or the Trustee at the addresses provided in the Master Indenture. Any addressee may designate additional or different addresses for purposes of this Section. In addition to the address set forth in the Master Indenture, all notices and communications to be sent to the Trustee shall also be sent to The Bank of New York Mellon Trust Company, N.A., 333 South Hope Street, Suite 2525, Los Angeles, California 90071, Attention: Corporate Trust Department.

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

Except as expressly modified herein, all of the provisions of the Master Indenture, as supplemented by this Sixth Supplemental Indenture and as otherwise amended and supplemented, is in all respects ratified and confirmed and the Master Indenture as so amended and supplemented shall be read, taken and construed as one and the same instrument and shall remain in full force and effect.

**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 Indenture and this Sixth Supplemental 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 Indenture); provided, however, that any participating underwriter for the Series 2025 Bonds or any Bondholder or Beneficial Owner of the Series 2025 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 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 Bondholders of the Series 2025 Bonds, any right, remedy or claim under or by reason of this Sixth Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Sixth Supplemental Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the Bondholders of the Series 2025 Bonds.

**Section 6.05. Severability**. If any provision of this Sixth Supplemental Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Sixth Supplemental 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 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 Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Sixth Supplemental Indenture.

**Section 6.09.** Counterparts. This Sixth Supplemental 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]

4933-5421-1386 27

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental 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:	
Annette Ortiz Authority Clerk, Office of the Authority Clerk	
Approved as to form:	
By Amy Gonzalez General Counsel	_ P
General Counsel	
	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee
	By
	Authorized Representative

[Signature page to Sixth Supplemental Trust Indenture]

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

# SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

Ву
Kimberly J. Becker President and CEO
·

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By \_\_\_\_\_\_Authorized Representative

[Signature page to Sixth Supplemental Trust Indenture]

# **EXHIBIT A**

# FORM OF SERIES 2025 BOND

San Diego County Regional Airport Authority
Senior Airport Revenue Bond
Series 2025[A/B]
[(Governmental/Non-AMT)][(Private Activity/AMT)]

No. R	Principal Amount: \$			
(AS DEFINED IN THE TO THE TRUSTEE (A EXCHANGE, OR P REGISTERED IN THE REQUESTED BY AN IS MADE TO CEDE AUTHORIZED REPRIHEREOF FOR VALUE.	IS PRESENTED BY ANE HEREINAFTER DEFINATER DEFINATER DEFINATER DEFINATER DEFINATER DEFINATER OF CEDE & AUTHORIZED REPRESENTATIVE OF DTC), JE OR OTHERWISE EREGISTERED OWNER	NED SIXTH SUPPLEMINED) FOR REGISTRATY SERIES 2025[A/B] CO. OR IN SUCH OSENTATIVE OF DTC (ADTHER ENTITY AS IS ANY TRANSFER, PLEIBY OR TO ANY PERSON	ENTAL INDENTURE) TION OF, TRANSFER, BOND ISSUED IS OTHER NAME AS IS AND ANY PAYMENT REQUESTED BY AN DGE, OR OTHER USE SON IS WRONGFUL	
Interest Rate	Maturity Date	Original Dated Date	CUSIP Number	
%	July 1, 20	July 9, 2025	79739G	
THIS BOND IS A SPECIAL OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF NET REVENUES DERIVED BY THE AUTHORITY FROM THE OPERATIONS OF THE AIRPORT SYSTEM 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 OR INTEREST ON THIS BOND.				
Section 170000 et sequente and contra , or regis	County Regional Airport of the California Public rol of the Airport System stered assigns, the principal above and to pay interest	c Utilities Code (the "Ac n, promises to pay, fron pal sum of	et") and with exclusive the Net Revenues, to Dollars on the	

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
	Name
	Title
	Attest:
	By:Authority Clerk
	Authority Clerk
	Office of the Authority Clerk
	ompany, N.A., as Trustee, hereby certifies that this denture and the Sixth Supplemental Indenture.
Date of Authentication:, 20	
	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee
	Ву
	Name
	Title

1. **Master Indenture; Sixth Supplemental Indenture**. The Authority has entered into a Master Trust Indenture, dated as of November 1, 2005, as amended (the "Master Indenture"), with The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"). Such Master Indenture provides that the Authority may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Indenture and Supplemental Indentures. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as "Bonds." All capitalized terms not defined herein shall have the meanings set forth in the Master Indenture and the hereinafter defined Sixth Supplemental Indenture.

This Bond is part of a series of Bonds of the Authority issued under the Master Indenture and the Sixth Supplemental Trust Indenture, dated as of July 1, 2025 (the "Sixth Supplemental

Indenture"), by and between the Authority and the Trustee and authorized by Resolution No. 2025-0043 adopted by the board of directors of the Authority on June 5, 2025. The series of Bonds of which this Bond is a part is being issued in the original principal amount of [\$155,815,000/\$628,635,000] and designated as San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025[A/B] [(Governmental/Non-AMT)][(Private Activity/AMT)] (the "Series 2025[A/B] Bonds"). Simultaneously with the issuance of the Series 2025[A/B] Bonds, the Authority is issuing its [\$155,815,000/\$628,635,000] San Diego County Regional Airport Authority Senior Airport Revenue Bonds, Series 2025[A/B] [(Governmental/Non-AMT)][(Private Activity/AMT)] (the "Series 2025[A/B] Bonds").

The Series 2025[A/B] Bonds are being issued with a pledge of and lien on Net Revenues on a parity with the Series 2025[A/B] Bonds and any other Bonds issued on a parity with the Series 2025[A/B] Bonds under the terms and provisions of the Master Indenture.

The terms of the Series 2025[A/B] Bonds include the terms set forth in the Master Indenture and the Sixth Supplemental Indenture. Bondholders are referred to the Master Indenture, as amended and supplemented from time to time, and the Sixth Supplemental 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 2025[A/B] Bonds are, as provided in the Master Indenture and the Sixth Supplemental Indenture, together with all other Bonds, secured by and payable from, the Net Revenues, as described below and as defined in the Master Indenture. The Master Indenture pledges the Net Revenues to secure payment of all Bonds issued under the Master Indenture.

All defined terms used in such description shall have the meaning assigned to them in the Master Indenture. The Authority is not required to provide for the payment of the Bonds from any other source other than from certain funds and accounts under the Master Indenture and the Supplemental 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 January 1, 2026 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 Indenture, interest hereon will be paid by check mailed to the Bondholder's registered address, and, if this Bond is a Book-Entry Bond, as defined in the Sixth Supplemental Indenture, interest will be paid as provided in the Sixth Supplemental 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 2025[A/B] Bonds being redeemed, plus interest accrued since the most recent interest payment date.
  - (a) *Optional Redemption*. The Series 2025[A/B] Bonds maturing on or before July 1, 2035 are not subject to optional redemption prior to maturity. The Series 2025[A/B] Bonds maturing on or after July 1, 2036 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, 2035 at a redemption price equal to 100% of the principal amount of the Series 2025[A/B] Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.
  - (b) *Mandatory Sinking Fund Redemption*. The Series 2025[A/B] Bonds with a stated Maturity Date of July 1, 2050 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, 2046 and each July 1 thereafter, to and including July 1, 2049 in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Sixth Supplemental Indenture.

The Series 2025[A/B] Bonds with a stated Maturity Date of July 1, 2055 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, 2051 and each July 1 thereafter, to and including July 1, 2054 in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Sixth Supplemental 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 Indenture to each owner of a Series 2025[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 2025[A/B] Bond in respect of which no failure occurs. Any notice sent as provided in the Sixth Supplemental 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 2025[A/B] Bonds to be redeemed ceases to accrue as of the redemption date.

- 7. **Denominations; Transfer; Exchange**. The Series 2025[A/B] Bonds are available in denominations of \$5,000 and integral multiples thereof. A Bondholder may transfer or exchange Series 2025[A/B] Bonds in accordance with the Master Indenture and the Sixth Supplemental Indenture. The Trustee may require a Bondholder, 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 Indenture. The Trustee need not transfer or exchange any Series 2025[A/B] Bond during the period established by the Registrar for selection of Series 2025[A/B] Bonds for redemption of any Series 2025[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 one year (or such longer period as shall be required by state law), the Trustee will pay the money to or for the account of the Authority. After that, Bondholders 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 Indenture sufficient to pay at maturity or prior redemption principal of and interest on the outstanding Series 2025[A/B] Bonds, and if the Authority also pays all other sums then payable by the Authority under the Master Indenture, the Master Indenture will be discharged. After discharge, Bondholders 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 Indenture sufficient to pay at maturity or prior redemption, principal of and interest on all or any portion of the outstanding Series 2025[A/B] Bonds, such Series 2025[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 Indenture except to the extent of the funds set aside therefor.
- 11. **Amendment, Supplement, Waiver**. The Master Indenture, the Sixth Supplemental Indenture and the Series 2025[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 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 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 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 Indenture and the Sixth Supplemental Indenture. Bondholders may not enforce the Master Indenture or this Bond except as provided in the Master Indenture and the Sixth Supplemental Indenture. The Trustee may refuse to enforce the Master Indenture or this Bond unless it receives indemnity satisfactory to it. Subject to certain limitations, Bondholders of a majority of the principal amount of the Series 2025[A/B] Bonds

(determined in accordance with the terms of the Master Indenture and the Sixth Supplemental 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 Indenture or the Sixth Supplemental 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 Bondholder, 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 of this Bond.
- 15. **Abbreviations**. Customary abbreviations may be used in the name of a Bondholder 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 t	ansfer to
Insert social security identifying number	
[ ]	
[ ]	
(Print or type n	ame, address and zip code of assignee) this Bond and irrevocably appoint  agent to transfer this Bond on the books of the Authority. The agent act for him.
Dated:	
Signed(Sign exact)	y as name appears on the face of this Bond)
Signature guarantee	d:  (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 Senior Airport Revenue Bonds Series 2025A (Governmental/Non-AMT)

Total Principal Interest Date January 1, 2026 \$ 0.00 \$3,820,066.25 \$ 3,820,066.25 July 1, 2026 0.00 3,997,743.75 3,997,743.75 3,997,743.75 January 1, 2027 0.00 3,997,743.75 3,997,743.75 3,997,743.75 July 1, 2027 0.00 January 1, 2028 0.00 3,997,743.75 3,997,743.75 3,997,743.75 5,362,743.75 July 1, 2028 1,365,000.00 3,963,618.75 3,963,618.75 January 1, 2029 0.00 6,773,618.75 July 1, 2029 2,810,000.00 3,963,618.75 3,893,368.75 3,893,368.75 January 1, 2030 0.00 3,893,368.75 6,843,368.75 July 1, 2030 2,950,000.00 3,819,618.75 January 1, 2031 0.00 3,819,618.75 July 1, 2031 3,095,000.00 3,819,618.75 6,914,618.75 3,742,243.75 3,742,243.75 January 1, 2032 0.00 6,992,243.75 July 1, 2032 3,250,000.00 3,742,243.75 3,660,993.75 January 1, 2033 0.00 3,660,993.75 7,075,993.75 3,660,993.75 July 1, 2033 3,415,000.00 3,575,618.75 3,575,618.75 January 1, 2034 0.00 3,580,000.00 3,575,618.75 7,155,618.75 July 1, 2034 January 1, 2035 3,486,118.75 3,486,118.75 0.00 7.251,118.75 July 1, 2035 3,765,000.00 3,486,118.75 3,391,993.75 3,391,993.75 January 1, 2036 0.007,341,993.75 July 1 2036 3,950,000.00 3.391,993.75 3,293,243.75 3,293,243.75 January 1, 2037 0.007,438,243.75 July 1, 2037 4,145,000.00 3,293,243.75 3,189,618.75 January 1, 2038 0.003,189,618.75 7,544,618.75 July 1, 2038 4,355,000.00 3,189,618.75 3,080,743.75 January 1, 2039 3,080,743.75 0.00 July 1, 2039 4,575,000.00 3,080,743.75 7,655,743.75 2,966,368.75 2,966,368.75 January 1, 2040 0.00 July 1, 2040 4,800,000.00 2,966,368.75 7,766,368.75 January 1, 2041 0.00 2,846,368.75 2,846,368.75 5,040,000.00 2,846,368.75 7,886,368.75 July 1, 2041 January 1, 2042 0.00 2,720,368.75 2,720,368.75 July 1, 2042 5,295,000.00 2,720,368.75 8,015,368.75

0.00

2,587,993.75

2,587,993.75

January 1, 2043

Date	Principal	Interest	Total
July 1, 2043	5,560,000.00	2,587,993.75	8,147,993.75
January 1, 2044	0.00	2,448,993.75	2,448,993.75
July 1, 2044	5,840,000.00	2,448,993.75	8,288,993.75
January 1, 2045	0.00	2,302,993.75	2,302,993.75
July 1, 2045	6,130,000.00	2,302,993.75	8,432,993.75
January 1, 2046	0.00	2,149,743.75	2,149,743.75
July 1, 2046	6,435,000.00	2,149,743.75	8,584,743.75
January 1, 2047	0.00	1,980,825.00	1,980,825.00
July 1, 2047	6,775,000.00	1,980,825.00	8,755,825.00
January 1, 2048	0.00	1,802,981.25	1,802,981.25
July 1, 2048	7,130,000.00	1,802,981.25	8,932,981.25
January 1, 2049	0.00	1,615,818.75	1,615,818.75
July 1, 2049	7,505,000.00	1,615,818.75	9,120,818.75
January 1, 2050	0.00	1,418,812.50	1,418,812.50
July 1, 2050	7,900,000.00	1,418,812.50	9,318,812.50
January 1, 2051	0.00	1,211,437.50	1,211,437.50
July 1, 2051	8,310,000.00	1,211,437.50	9,521,437.50
January 1, 2052	0.00	993,300.00	993,300.00
July 1, 2052	8,745,000.00	993,300.00	9,738,300.00
January 1, 2053	0.00	763,743.75	763,743.75
July 1, 2053	9,205,000.00	763,743.75	9,968,743.75
January 1, 2054	0.00	522,112.50	522,112.50
July 1, 2054	9,690,000.00	522,112.50	10,212,112.50
January 1, 2055	0.00	267,750.00	267,750.00
July 1, 2055	10,200,000.00	267,750.00	10,467,750.00

## San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B (Private Activity/AMT)

Date	Principal	Interest	Total
January 1, 2026	\$ 0.00	\$15,734,709.31	\$15,734,709.31
July 1, 2026	0.00	16,466,556.25	16,466,556.25
January 1, 2027	0.00	16,466,556.25	16,466,556.25
July 1, 2027	0.00	16,466,556.25	16,466,556.25
January 1, 2028	0.00	16,466,556.25	16,466,556.25
July 1, 2028	6,465,000.00	16,466,556.25	22,931,556.25
January 1, 2029	0.00	16,304,931.25	16,304,931.25
July 1, 2029	13,260,000.00	16,304,931.25	29,564,931.25
January 1, 2030	0.00	15,973,431.25	15,973,431.25
July 1, 2030	13,920,000.00	15,973,431.25	29,893,431.25
January 1, 2031	0.00	15,625,431.25	15,625,431.25
July 1, 2031	14,615,000.00	15,625,431.25	30,240,431.25
January 1, 2032	0.00	15,260,056.25	15,260,056.25
July 1, 2032	15,345,000.00	15,260,056.25	30,605,056.25
January 1, 2033	0.00	14,876,431.25	14,876,431.25
July 1, 2033	16,115,000.00	14,876,431.25	30,991,431.25
January 1, 2034	0.00	14,473,556.25	14,473,556.25
July 1, 2034	16,920,000.00	14,473,556.25	31,393,556.25
January 1, 2035	0.00	14,050,556.25	14,050,556.25
July 1, 2035	17,765,000.00	14,050,556.25	31,815,556.25
January 1, 2036	0.00	13,606,431.25	13,606,431.25
July 1 2036	18,655,000.00	13,606,431.25	32,261,431.25
January 1, 2037	0.00	13,140,056.25	13,140,056.25
July 1, 2037	19,585,000.00	13,140,056.25	32,725,056.25
January 1, 2038	0.00	12,625,950.00	12,625,950.00
July 1, 2038	20,615,000.00	12,625,950.00	33,240,950.00
January 1, 2039	0.00	12,084,806.25	12,084,806.25
July 1, 2039	21,695,000.00	12,084,806.25	33,779,806.25
January 1, 2040	0.00	11,515,312.50	11,515,312.50
July 1, 2040	22,835,000.00	11,515,312.50	34,350,312.50
January 1, 2041	0.00	10,915,893.75	10,915,893.75
July 1, 2041	24,035,000.00	10,915,893.75	34,950,893.75
January 1, 2042	0.00	10,284,975.00	10,284,975.00
July 1, 2042	25,295,000.00	10,284,975.00	35,579,975.00
January 1, 2043	0.00	9,620,981.25	9,620,981.25
July 1, 2043	26,625,000.00	9,620,981.25	36,245,981.25
January 1, 2044	0.00	8,922,075.00	8,922,075.00
July 1, 2044	28,025,000.00	8,922,075.00	36,947,075.00
January 1, 2045	0.00	8,186,418.75	8,186,418.75

mitorest	Total
8,186,418.75	37,681,418.75
7,412,175.00	7,412,175.00
7,412,175.00	38,457,175.00
6,597,243.75	6,597,243.75
6,597,243.75	39,272,243.75
5,739,525.00	5,739,525.00
5,739,525.00	40,129,525.00
4,836,787.50	4,836,787.50
4,836,787.50	41,031,787.50
3,886,668.75	3,886,668.75
3,886,668.75	41,981,668.75
2,886,675.00	2,886,675.00
2,886,675.00	42,981,675.00
1,784,062.50	1,784,062.50
1,784,062.50	16,719,062.50
1,373,350.00	1,373,350.00
1,373,350.00	17,138,350.00
939,812.50	939,812.50
939,812.50	17,569,812.50
482,487.50	482,487.50
482,487.50	18,027,487.50
	1,784,062.50 1,373,350.00 1,373,350.00 939,812.50 939,812.50 482,487.50

### **EXHIBIT C-1**

### **SERIES 2025A PROJECTS**

- Taxiway A
- Taxiway B
- Apron 1A
- Remain Overnight Parking Project
- Apron 1B
- Arrival/Departure RoadwaysAirport Access

## **EXHIBIT C-2**

### **SERIES 2025B PROJECTS**

- Airline Terminal Support
- Apron
- Common Use SystemsStorm Water Utilities
- Terminal Structure
- Construction Trailers

### **EXHIBIT D-1**

# FORM OF SERIES 2025A CONSTRUCTION FUND REQUISITION

Requisition	n No
То:	The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, CA 90071 Attention: Corporate Trust Department
Re:	Requisition of Funds from San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025A Construction Fund
The amour	nt requisitioned: \$
Payment to	be made to:
Manner in	which payment is to be made:
Description	n of Costs of Series 2025A Project:
Master Tru and betwee of New Yo Company, Indenture, Authority amount be Airport Au Sixth Supp	e undersigned, an Authorized Authority Representative within the meaning of the 1st Indenture, dated as of November 1, 2005, as amended (the "Master Indenture"), by 2st the San Diego County Regional Airport Authority (the "Authority") and The Bank 2st Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust N.A.), as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Trust dated as of July 1, 2025 (the "Sixth Supplemental Indenture"), by and between the and the Trustee, hereby requisitions the amount set forth above and directs that such paid to the party set forth above from funds held in the San Diego County Regional athority Senior Airport Revenue Bonds Series 2025A Construction Fund held under the olemental Indenture and directs that payment be made in the manner described above.
Master Indassociated Indenture) subject to	lenture and the Sixth Supplemental Indenture) and does not represent Costs of Issuance with the issuance of the Series 2025A Bonds (as defined in the Sixth Supplemental and the amounts requisitioned hereby will be expended only in accordance with and the limitations set forth in the Tax Compliance Certificate, dated July 9, 2025 and the Series 2025A Bonds (as defined in the Sixth Supplemental Indenture).
Dated:	 D.,
	ByAuthorized Authority Representative

### **EXHIBIT D-2**

# FORM OF SERIES 2025B CONSTRUCTION FUND REQUISITION

Requisitio	n No
То:	The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, CA 90071 Attention: Corporate Trust Department
Re:	Requisition of Funds from San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B Construction Fund
The amou	nt requisitioned: \$
Payment t	o be made to:
Manner ir	which payment is to be made:
Description	on of Costs of Series 2025B Project:
Master Tr and betwee of New Y Company Indenture Authority amount b Airport A Sixth Sup Tl Master In associated Indenture	the undersigned, an Authorized Authority Representative within the meaning of the rust Indenture, dated as of November 1, 2005, as amended (the "Master Indenture"), by seen the San Diego County Regional Airport Authority (the "Authority") and The Bank Tork Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust, N.A.), as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Trust, dated as of July 1, 2025 (the "Sixth Supplemental Indenture"), by and between the and the Trustee, hereby requisitions the amount set forth above and directs that such e paid to the party set forth above from funds held in the San Diego County Regional uthority Senior Airport Revenue Bonds Series 2025B Construction Fund held under the plemental Indenture and directs that payment be made in the manner described above.  The amount to be paid represents Costs of the Series 2025B Project (as defined in the denture and the Sixth Supplemental Indenture) and does not represent Costs of Issuance of with the issuance of the Series 2025B Bonds (as defined in the Sixth Supplemental) and the amounts requisitioned hereby will be expended only in accordance with and the limitations set forth in the Tax Compliance Certificate, dated July 9, 2025 and
	the Series 2025B Bonds (as defined in the Sixth Supplemental Indenture).
Dated:	 By
	ByAuthorized Authority Representative

#### **EXHIBIT D-3**

# FORM OF SERIES 2025 COSTS OF ISSUANCE FUND REQUISITION

Requisition No
To: The Bank of New York Mellon Trust Company, N.A. 333 South Hope Street, Suite 2525 Los Angeles, CA 90071 Attention: Corporate Trust Department
Re: Requisition of Funds from San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025 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 Trust Indenture, dated as of November 1, 2005, as amended (the "Master Indenture") by and between the San Diego County Regional Airport Authority (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.), as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Trust Indenture, dated as of July 1, 2025 (the "Sixth Supplemental 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 Senior Airport Revenue Bonds Series 2025A Costs of Issuance Account
San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025B Costs of Issuance Account
of the San Diego County Regional Airport Authority Senior Airport Revenue Bonds Series 2025 Costs of Issuance Fund held under the Sixth Supplemental 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 2025 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 July 9, 2025 and relating to the Series 2025 Bonds. Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Indenture and the Sixth Supplemental Indenture.
Dated:
ByAuthorized Authority Representative