This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor there any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. As of its date, this Preliminary Official Statement has been deemed final by the Issuer for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 10, 2026

NEW ISSUE - BOOK ENTRY ONLY

RATINGS: Moody's: "A2"
Fitch: "A"
(See "BOND RATINGS" herein.)

In the opinions of Butler Snow LLP and Auzenne & Associates, L.L.C., Co-Bond Counsel, assuming compliance with certain covenants to satisfy the applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code") described herein, interest (a) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds is excluded from gross income for federal income tax purposes, except that no opinion is expressed as to the status of interest on any Series 2026B Refunding Bond for any period that a Series 2026B Refunding Bond is held by a "substantial user" of the facilities financed by such Series 2026B Refunding Bond or by a "related person" within the meaning of Section 147(a) of the Code, (b) on the Series 2026A Refunding Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, (c) on the Series 2026B Refunding Bonds is treated as a preference item in calculating the alternative minimum tax under the Code for individuals, (d) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds shall be taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations, and (e) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds is exempt from all taxation for state, parish, municipal or other purposes in the State of Louisiana. Co-Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds (together, the "Series 2026 Refunding Bonds"). See "TAX EXEMPTION" herein and the proposed form of Co-Bond Counsel Opinions attached hereto as Appendix C.

NEW ORLEANS AVIATION BOARD

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

$66,635,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026A (Non-AMT)

$76,755,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026B (AMT)

Dated: Date of Delivery **Due: January 1, as shown on inside cover**

The $66,635,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026A (Non-AMT) (the "*Series 2026A Refunding Bonds*") are being issued by the New Orleans Aviation Board (the "*Issuer*" or the "*Aviation Board*") to refund, together with other Issuer funds, all or a portion of the outstanding New Orleans Aviation Board General Airport Revenue Bonds, Series 2017A (the "*Series 2017A Bonds*"). The $76,755,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026B (AMT) (the "*Series 2026B Refunding Bonds*", together with the Series 2026A Refunding Bonds, the "*Series 2026 Refunding Bonds*") are being issued by the Aviation Board to refund, together with other Issuer funds, all or a portion of the outstanding New Orleans Aviation Board General Airport Revenue Bonds, Series 2017B (the "*Series 2017B Bonds*") and the outstanding New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2017D-2 Bonds (AMT) (the "*Series 2017D-2 Bonds*", together with the Series 2017A Bonds and Series 2017B Bonds, the "*Series 2017 Bonds")*. The Series 2026 Refunding Bonds will be issued pursuant to the General Revenue Bond Trust Indenture dated as of February 1, 2009 (the "*General Indenture*") among the Aviation Board, The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*"), and the City of New Orleans (the "*City*"), as supplemented and amended through the Twelfth Supplemental Trust Indenture dated as of December 1, 2026 (the "*Twelfth Supplemental Indenture*" and, together with the General Indenture and prior Supplemental Indentures, the "*Indenture*").

Principal of the Series 2026 Refunding Bonds is payable upon maturity or redemption to the registered owners upon presentation and surrender of the Series 2026 Refunding Bonds at the principal corporate trust office of the Trustee. Interest on the Series 2026 Refunding Bonds is payable semiannually on January 1 and July 1 of each year (each an "*Interest Payment Date*"), commencing on July 1, 2027. The Series 2026 Refunding Bonds will be issued initially in book entry only form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, Brooklyn, New York ("*DTC*"). DTC will act as securities depository for the Series 2026 Refunding Bonds. Purchases of the Series 2026 Refunding Bonds may be made only in book entry form in authorized denominations by credit to participating broker dealers and other institutions on the books of DTC, as described herein. Principal, premium (if any) and interest on the Series 2026 Refunding Bonds will be payable by the Trustee to DTC, which will remit such payments in accordance with its normal procedures, as described herein. The Aviation Board reserves the right to terminate the use of the book entry only system and issue fully registered certificated Series 2026 Refunding Bonds. See "APPENDIX G - Book-Entry Only System" herein.

The Series 2026 Refunding Bonds will mature on January 1 in the years and in the principal amounts and will bear interest at the rates set forth on the inside cover page hereof. The Series 2026 Refunding Bonds are subject to optional redemption prior to maturity. See "THE SERIES 2026 REFUNDING BONDS" herein.

The Series 2026 Refunding Bonds are special, limited obligations of the Aviation Board payable from and secured by a pledge of Net Revenues (as defined herein), which pledge is on parity with the pledge of such Net Revenues made to secure the Series 2017 Bonds, the New Orleans Aviation Board Refunding Bonds, Series 2019 (the "*Series 2019 Bonds*"), the New Orleans Aviation Board General Airport Revenue Bonds, Series 2023 (the "*Series 2023 Bonds*"), the New Orleans Aviation Board General Airport Revenue Bonds, Series 2024 (the "*Series 2024 Bonds*"), and any Additional Bonds that may be issued under and pursuant to the Indenture.

THE SERIES 2026 REFUNDING BONDS ISSUED BY THE AVIATION BOARD UNDER THE INDENTURE ARE NOT INDEBTEDNESS OF THE CITY, AND NEITHER THE CITY'S GENERAL CREDIT NOR TAXING POWER IS PLEDGED FOR THE PAYMENT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS. THE AVIATION BOARD HAS NO TAXING POWER.

THIS COVER PAGE CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2026 Refunding Bonds are offered when, as, and if issued, subject to the approving opinions of Butler Snow LLP, New Orleans, Louisiana, and Auzenne & Associates, L.L.C., New Orleans, Louisiana, as Co-Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Jones Walker LLP, as Underwriters' Counsel. Certain legal matters will be passed upon for the Aviation Board by its Chief Legal Counsel and Deputy Director of Aviation-Legal Affairs, Michele D. Allen-Hart, Esq. It is expected that the Series 2026 Refunding Bonds in definitive form will be available for delivery in New York, New York, on or about December ___, 2026, upon payment therefor.

Raymond James **Loop Capital Markets**

Blaylock Van LLC **Stern Brothers & Co.**

BofA Securities **J.P. Morgan** **Ramirez & Co., Inc.**

The date of this Official Statement is November ___, 2026.

* Preliminary, subject to change.

MATURITY SCHEDULE
Base CUSIP†: _____

SERIES 2026A (Non-AMT)

Maturity (January 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

Series 2026B (AMT)

Maturity (January 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

†CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is operated on behalf of the American Bankers Association by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Global Services database. CUSIP data herein is provided for convenience of reference only. None of the Aviation Board, the City, the Municipal Advisor, the Underwriters, or their respective agents take any responsibility for the accuracy of such data now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Refunding Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026 Refunding Bonds.

* *Preliminary, subject to change.*

NO DEALER, BROKER, SALESMAN, OR OTHER PERSON HAS BEEN AUTHORIZED BY THE AVIATION BOARD, THE CITY, OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PRELIMINARY OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE AVIATION BOARD, THE CITY, OR THE UNDERWRITERS. THIS PRELIMINARY OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE SERIES 2026 REFUNDING BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN CONCERNING THE DEPOSITORY TRUST COMPANY ("*DTC*") HAS BEEN FURNISHED BY DTC, AND NO REPRESENTATION IS MADE BY THE AVIATION BOARD, THE CITY, OR THE UNDERWRITERS AS TO THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION.

ALL INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE AVIATION BOARD AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITERS.

THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS PRELIMINARY OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPONSIBILITY TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS, AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF ANY OF THE PARTIES DESCRIBED HEREIN SINCE THE DATE HEREOF. THIS PRELIMINARY OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN ANY OF THE PARTIES DESCRIBED HEREIN AND ANY ONE OR MORE OF THE PURCHASERS OR REGISTERED OWNERS OF THE SERIES 2026 REFUNDING BONDS.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN JUDGMENT AS TO THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, INCLUDING WITHOUT LIMITATION, THE RISK FACTORS CONTAINED IN THE SECTION ENTITLED "INVESTMENT CONSIDERATIONS" HEREIN.

BY ITS PURCHASE OF THE SERIES 2026 REFUNDING BONDS, AN INVESTOR IS ACKNOWLEDGING THAT IT HAS REVIEWED ALL THE INFORMATION IT DEEMS NECESSARY TO MAKE AN INFORMED DECISION, AND THAT IT IS NOT RELYING ON ANY REPRESENTATION OF THE UNDERWRITERS OR ANY OF THEIR OFFICERS, REPRESENTATIVES, AGENTS, OR DIRECTORS IN REACHING ITS DECISION TO PURCHASE THE SERIES 2026 REFUNDING BONDS.

THE INVESTOR, BY ITS PURCHASE OF THE SERIES 2026 REFUNDING BONDS, ACKNOWLEDGES ITS CONSENT FOR THE UNDERWRITERS TO RELY UPON THE INVESTOR'S UNDERSTANDING OF AND AGREEMENT TO THE PRECEDING PARAGRAPH AS SUCH RELATES TO THE DISCLOSURE AND FAIR DEALING OBLIGATIONS THAT MAY BE APPLICABLE TO THE UNDERWRITERS UNDER APPLICABLE SECURITIES LAWS AND REGULATIONS.

THIS PRELIMINARY OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO THE RECEIPT OF FUTURE REVENUES THAT ARE "FORWARD-LOOKING STATEMENTS" AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS PRELIMINARY OFFICIAL STATEMENT, THE WORDS "ESTIMATE," "INTEND," "EXPECT," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY

FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF. THE ISSUER HAS NO DUTY, OBLIGATION OR EXPECTATION TO UPDATE ANY OF THE INFORMATION CONTAINED IN THIS PRELIMINARY OFFICIAL STATEMENT.

THE SERIES 2026 REFUNDING BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2026 REFUNDING BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2026 REFUNDING BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2026 REFUNDING BONDS OR THE ACCURACY OR COMPLETENESS OF THIS PRELIMINARY OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THIS PRELIMINARY OFFICIAL STATEMENT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2026 REFUNDING BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES OR YIELDS LOWER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THE AVIATION BOARD WILL UNDERTAKE TO PROVIDE CONTINUING DISCLOSURE ON A PERIODIC BASIS FOR THE BENEFIT OF THE BONDHOLDERS PURSUANT TO THE REQUIREMENTS OF SECTION (b)(5)(i) OF SECURITIES AND EXCHANGE COMMISSION RULE l5c2-12 (17 C.F.R. §240.15c2-12) ("RULE"). SEE "CONTINUING DISCLOSURE" HEREIN.

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

THIS PRELIMINARY OFFICIAL STATEMENT HAS BEEN DEEMED TO BE FINAL AS OF ITS DATE WITHIN THE MEANING OF RULE 15c2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, EXCEPT FOR THE OMISSION OF THE OFFERING PRICE(S), INTEREST RATE(S), SELLING COMPENSATION, AGGREGATE PRINCIPAL AMOUNTS, PRINCIPAL AMOUNT PER MATURITY, DELIVERY DATES, RATINGS AND OTHER TERMS OF THE SERIES 2026 REFUNDING BONDS DEPENDING ON SUCH MATTERS.

TABLE OF CONTENTS

INTRODUCTORY STATEMENT 1

THE AVIATION BOARD 2

PLAN OF REFUNDING 5

THE SERIES 2026 REFUNDING BONDS 5
- General 5
- Optional Redemption 6
- Selection of Series 2026 Refunding Bonds to be Redeemed 6
- Notice of Redemption 6

SOURCES AND USES OF FUNDS 7

SECURITY FOR BONDS 7
- Pledge of Airport Net Revenues 7
- Definition of Revenues 7
- Flow of Revenues Under the General Indenture 8
- Bonds are Special, Limited Obligations of the Aviation Board 9
- Rate Covenants under the General Indenture 10
- Parity Obligations 10
- Pledge of Net PFC Revenues Deposited to PFC Account of Debt Service Fund 10
- Additional Bonds Test 11
- Completion Bonds 11
- Refunding Bonds 11
- Debt Service Reserve Fund Requirement 12
- Subordinate Obligations 12
- Released Revenues 12

THE AIRPORT 13
- The Air Service Area 13
- The City and MSA 14
- Airport Management 15
- Airline-Airport Use and Lease Agreement 17
- Airline Market Share of MSY Enplaned Passengers FYs 2021-2025. 18
- Spirit Airlines Bankruptcy Enplanement Impact 19
- Commercial Aircraft Landed Weight at Airport 20
- Total Aircraft Landed Weight 20
- Nonstop Services 21

AIRPORT FINANCIAL INFORMATION 21
- Historical Airport Revenues and Expenses 22
- Operating Results for the first 8 months of Fiscal Year 2026 (unaudited) 23
- Unrestricted Cash 23
- Financial Statements 24
- Historical Debt Service Coverage 24
- Outstanding Debt 25
  - Parity Debt as of September 30, 2026 25
  - Subordinate Obligations 25
- Future Debt 25
- Pension Plans and Post-Retirement Benefit Obligations 25
  - Pension Plans 25
  - Post-retirement Healthcare Benefits Obligations 26

SUMMARY OF INSURANCE FOR NEW ORLEANS AVIATION BOARD 27
Self-Insurance 27
Commitments 27
Claims and Judgments 27

THE PASSENGER FACILITY CHARGE PROGRAM 28
General 28

CAPITAL IMPROVEMENT PROGRAM 29
Passenger Facility Charge Authority Approved by FAA 30
Net PFC Revenues for Debt Service on Bonds 30
Airport Improvement Program ("*AIP*") from the FAA 30
Bipartisan Infrastructure Law 31
Customer Facility Charges 31
Federal Emergency Management Agency Grants 32

INFORMATION CONCERNING THE AIRLINES 32

LITIGATION 32

INVESTMENT CONSIDERATIONS 32
General 32
Special, Limited Obligations 32
Changes in Law and Application Thereof 33
Loss of Federal Tax Exemption 33
Risk of Tax Audit 33
Potential Disease Outbreaks 34
Impact of U.S. Tariff Policies 34
No Acceleration 34
Hurricane and Flood Risks 34
Factors Affecting the Airline Industry 35
General 35
Economic Conditions 35
Availability and Cost of Aviation Fuel 35
Airline Concentration; Effect of Airline Industry Consolidation; Cancellation of Flights by Airlines 36
Growth of Low-Cost Carriers 36
International Conflict and the Threat of Terrorism 37
Structural Changes in the Travel Market 37
Effect of Airline Bankruptcies 38
General 38
Airline Bankruptcy 38
Pre-Petition Obligations in Bankruptcy Proceedings 38
Passenger Facility Charges 38
Aviation Security and Health Safety Concerns 39
Cyber Liability 40
Airline, Concessionaires, and Other Entities Operating at the Airport 40
Regulations and Restrictions Affecting the Airport 40
Ability to Meet Rate Covenant 41
Federal Funding 41
Alternative Transportation Modes and Future Parking Demand 41
Future and Proposed Legislation 42

LEGAL MATTERS 42

TAX EXEMPTION 42
General 43

Changes in Federal and State Tax Law 44
Tax Treatment of Premium 44
Qualified Tax-Exempt Obligations for Financial Institutions 45
Louisiana Taxes 45
No Other Opinions 45

AUDITED FINANCIAL STATEMENTS 45

BOND RATINGS 45

UNDERWRITING 46

VERIFICATION OF COMPUTATIONS 47

CONTINUING DISCLOSURE 47

MUNICIPAL ADVISOR 48

MISCELLANEOUS 48

APPENDIX A Master Definition List

APPENDIX B Summary of Certain Provisions of the General Indenture and the Twelfth Supplemental Indenture

APPENDIX C Form of Opinions of Co-Bond Counsel

APPENDIX D Form of Opinion of Aviation Board Counsel

APPENDIX E Financial Statements

APPENDIX F Form of Continuing Disclosure Certificate

APPENDIX G Book-Entry Only System

[THIS PAGE INTENTIONALLY LEFT BLANK]

OFFICIAL STATEMENT

$66,635,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026A (Non-AMT)

$76,755,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026B (AMT)

INTRODUCTORY STATEMENT

This Introductory Statement is not a summary of this Preliminary Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in this entire Preliminary Official Statement, including the cover page and Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Preliminary Official Statement. The offering of the Series 2026 Refunding Bonds (as hereinafter defined) to potential investors is made only by means of this entire Preliminary Official Statement.

This Preliminary Official Statement, including the cover page and Appendices attached hereto, and including certain financial information relating to the New Orleans Aviation Board (the "*Issuer*" or the "*Aviation Board*"), is provided to furnish certain information in connection with the issuance of $66,635,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026A (Non-AMT) (the "*Series 2026A Refunding Bonds*") and the $76,755,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026B (AMT) (the "*Series 2026B Refunding Bonds*", together with the Series 2026A Refunding Bonds, the "*Series 2026 Refunding Bonds"*). The Bank of New York Mellon Trust Company, N.A. will act as Trustee, Paying Agent, and Bond Registrar for the Series 2026 Refunding Bonds (the "*Trustee*") pursuant to the General Revenue Bond Trust Indenture among the Aviation Board, the City of New Orleans (the "*City*"), and the Trustee, dated as of February 1, 2009 (the "*General Indenture*"), as supplemented and amended through the Twelfth Supplemental Indenture dated as of December 1, 2026 (the "*Twelfth Supplemental Indenture*" and, together with the General Indenture and all prior Supplemental Indentures, the "*Indenture*").

The Series 2026 Refunding Bonds are limited obligations of the Aviation Board payable solely from and secured by the Trust Estate, consisting of Net Revenues and certain amounts deposited into the accounts held under the General Indenture and the Twelfth Supplemental Indenture, including Net PFC Revenues (as herein defined) that may be deposited at the discretion of the Aviation Board to the Transferred PFC Account of the Debt Service Fund. The Series 2026 Refunding Bonds will be issued as Refunding Bonds under the Indenture. Properties of the Airport are not subject to any mortgage or other lien for the benefit of the owners of the Series 2026 Refunding Bonds. A certificate from an Authorized Board Representative must demonstrate that the refunding of the Series 2017 Bonds will reduce the total debt service payments on a present value basis. On the date the Series 2026 Refunding Bonds are issued, all or a portion of the Outstanding Series 2017 Bonds will be defeased and deemed no longer outstanding under the Indenture.

BONDS ISSUED BY THE AVIATION BOARD UNDER THE INDENTURE ARE NOT INDEBTEDNESS OF THE CITY, AND NEITHER THE CITY'S GENERAL CREDIT NOR TAXING POWER IS PLEDGED FOR THE PAYMENT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS. THE AVIATION BOARD HAS NO TAXING POWER.

See "**SECURITY FOR BONDS**" herein.

This Preliminary Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement, including the cover page, contains brief descriptions of, among other matters, the Series 2026 Refunding Bonds and the Indenture. All references herein to the aforementioned documents are qualified in their entirety by reference to such documents, copies of which are available from the Trustee as described below.

This Preliminary Official Statement and the other documents described herein may be obtained upon request and upon payment of reproduction costs and postage through the office of the Trustee, The Bank of New York Mellon Trust Company, N.A., 601 Travis Street, Houston, Texas 77002; telephone number: (713) 483-6151. This Official Statement is also available online at www.emma.msrb.org.

* Preliminary, subject to change.

All capitalized terms used, and not otherwise defined, in this Preliminary Official Statement shall have the meanings ascribed thereto in the Indenture.

THE AVIATION BOARD

The Aviation Board is charged with the power and authority to administer, operate, and maintain airport facilities owned by the City, including the airport known as the Louis Armstrong New Orleans International Airport (the "*Airport*" or "*MSY*"). The Aviation Board consists of nine members serving terms of five years. Seven members are appointed by the Mayor of the City (the "*Mayor*") with the approval of the City Council. The Mayor appoints one member of three nominated by the City of Kenner (the city in which the largest portion of the Airport is located) with the approval of the City Council. The Mayor also appoints the representative nominated by the President of the Parish of St. Charles (the parish in which a small portion of the Airport is located) with the approval of the City Council.

The members of the Aviation Board as of the date of this Official Statement are as follows:

Name	Term Expiration Date
James M. Williams, Chairman	June 30, 2029
J. Douglas Thornton, Vice Chairman	June 30, 2026*
Hon. Michael G. Bagneris	June 30, 2028
Roger H. Ogden	June 30, 2029
Octave "Todd" J. Francis III	June 30, 2029
Ruth Kullman	June 30, 2027
Hon. Neil C. Abramson	June 30, 2027
Gary Smith, Sr.	June 30, 2022*
Barry S. Ranshi	June 30, 2027

*Board Members with expired terms have a legal seat on the Aviation Board until they resign, or another person is appointed.

Brief biographies for the Aviation Board members follow:

Mr. James M. Williams was appointed to the Aviation Board on March 26, 2026. He was unanimously elected by his peers as Chairman of the Aviation Board on May 21, 2026. Mr. Williams is a nationally recognized trial attorney and a managing partner at the law firm of Chehardy Sherman Williams Recile Hayes LLP. Admitted to the Louisiana Bar in 1999, his practice focuses on complex general litigation, corporate matters, and business disputes. In 2016, he was appointed by the Governor of Louisiana to the Louisiana State University (LSU) Board of Supervisors, subsequently earning reappointment to a second six-year term in 2022. He was unanimously elected by his peers as Chairman of the LSU Board of Supervisors in 2018, becoming the first African-American LSU alumnus to hold the position. Additionally, Mr. Williams previously served the judiciary directly as Judge *Pro Tempore* of Division "J" of the Civil District Court for the Parish of Orleans following a unanimous appointment by the Louisiana Supreme Court in 2009. His broader civic and professional commitments include past service on the Board of Directors for the New Orleans Chamber of Commerce, the New Orleans Bar Association, and the Louisiana Association for Justice. He is also a member of the Louisiana State Law Institute's Torts & Insurance Committee. Mr. Williams holds a Bachelor of Arts degree from LSU and a Juris Doctor from the Washington and Lee University School of Law.

Mr. J. Douglas Thornton serves as the Vice Chairman of the Aviation Board. He was first appointed to the Aviation Board on June 17, 2010. Mr. Thornton serves as the Chairman for the Aviation Board Construction Committee. Prior to his retirement in September 2026, he served as President, Venue Planning Services for Legends Global, an international facility management firm that operates NFL Stadiums, Arenas, Theaters and Convention Centers around the world. Mr. Thornton now serves as an Operating Partner with a New Orleans-based private equity firm, LongueVue Capital, with a focus on the Sports and Entertainment sector.

Hon. Michael G. Bagneris, Judge (Retired), was appointed to the Aviation Board on March 28, 2019, and unanimously elected by his peers as Chairman of the Aviation Board on May 16, 2019, serving as Chairman until May 21, 2026. Judge Bagneris attended Yale University where he received two Bachelor of Arts degrees, one in American History and the other in African American Studies. In 1975, he received his Juris Doctor from Tulane Law School. While in law school, Judge Bagneris clerked for the Law Firm of Fine & Waltzer, and became an associate

upon graduation; in 1979, he became a partner and the firm was renamed Fine, Waltzer & Bagneris; in 1980 he became Executive Counsel to Mayor Ernest "Dutch" Morial; in 1986, he returned to his law practice at Waltzer & Bagneris; in 1993, he was elected Judge in the Orleans Parish Civil District Court. After serving 20 years on the bench, Judge Bagneris retired on December 11, 2013. As a judicial educator, Judge Bagneris lectures extensively, primarily on evidence, contracts, legal experts, ethics, and professionalism. He served as a Bar Examiner for the Louisiana State Bar. He is a former member of the Louisiana Judicial College, Supreme Court Ethics Committee, and Supreme Court Pro Se Litigation Committee. In addition to his service on the Aviation Board, Judge Bagneris is a member of numerous professional and civic organizations, including the American Bar Association, American Judges Association, Judicial Council-NBA, Louis A. Martinet Society, Louisiana District Judges Association, Louisiana Judicial Council-NBA, Louisiana State Bar Association, National Bar Association, National Urban League, New Orleans Bar Association, and New Orleans Museum of Art.

Mr. Roger H. Ogden was first appointed to the Aviation Board in August 2006. Mr. Ogden is a real estate developer, civic leader, and philanthropist. Mr. Ogden is co-founder of Stirling Properties where for 20 years he led the company as principal and CEO. He was the founding chairman of the Southeast Super Region Committee, a collaboration between GNO Inc. and the Baton Rouge Area Chamber, that united the Southeast Louisiana region in economic development initiatives. Additionally, Mr. Ogden serves on the boards of GNO Inc., Business Council of New Orleans, Greater New Orleans Foundation Board of Directors, and Board of LSU Foundation. Mr. Ogden has been recognized with Gambit Magazine's New Orleanian of the Year, The Times Picayune's Loving Cup, inducted into the Greater New Orleans Business Hall of Fame, past Chairman of LSU Board of Supervisors, and Junior Achievement Business Hall of Fame 2024 Lifetime Achievement Award.

Mr. Octave "Todd" J. Francis III, MBA, CIMA®, AIF® was first appointed to the Aviation Board in June of 2013. Mr. Francis is the Managing Director and Senior Vice President, Investments at FFC Investment Advisors of Raymond James. As founding leader of FFC Investment Advisors of Raymond James, he oversees business development and client-facing investment management activities for a diverse portfolio of clients. He applies nearly 40 years of experience in investments, finance, community leadership, and relationship building to optimize outcomes for stakeholders in both the public and private sectors.

Prior to joining Raymond James in 2018, Mr. Francis served as Managing Principal of a New Orleans based investment banking enterprise which did business as FFC Capital Markets. After launching the investment advisory and consulting division in 2001, and the underwriting and trading division in 2011, together with a dynamic team of professionals, Mr. Francis built FFC into a robust and highly reputable investment operation reaching a high-water mark of more than $3.4 billion in assets under management. Additional past professional affiliations also include Howard-Weil, Legg Mason, PaineWebber, and Prudential Securities.

In addition to his being a discretionary Advisor as Manager, Mr. Francis has been selected to serve as a fiduciary on the boards of several public and private organizations. Of regional note, in addition to serving as Commissioner on the Aviation Board since 2013, in 2025 Mr. Francis completed service as Past President on the board of the Catholic Community Foundation of New Orleans (CCFNOLA), where alongside clergy and other Catholic community leaders, he served directly with the Archbishop of New Orleans through many of the cultural, ministerial, structural and financial challenges faced by both the Church and one of the region's larger community foundations, serving in several leadership roles from 2016 to 2025.

Other boards which Mr. Francis has been a member include, among others: Past Chair of the New Orleans Regional Black Chamber of Commerce; member of the Orleans School Facilities Foundation board; the Louisiana Children's Museum Foundation board; and the Providence Community Housing board.

Mr. Francis possesses a Master of Business Administration (MBA) in Finance from A. B. Freeman School of Business at Tulane University in New Orleans. He also completed executive education in investment management at The Wharton School of Business' Aresty Institute, University of Pennsylvania where he earned his Certified Investment Management Analyst (CIMA) license. Mr. Francis is also an Accredited Investment Fiduciary (AIF) and he holds FINRA Series 7, 24, 50, 52, 53, 63, and 65.

Mr. Francis serves as a member of the Aviation Board and is also the Managing Director and Senior Vice President, Investments at FFC Investment Advisors of Raymond James, an affiliate of Raymond James & Associates,

Inc., which is serving as one of the Underwriters of the Series 2026 Refunding Bonds. Neither Mr. Francis nor Raymond James & Associates, Inc. will receive any compensation from the Aviation Board in connection with the Series 2026 Refunding Bonds other than the underwriting discount described under the caption "UNDERWRITING" herein. Raymond James & Associates, Inc. has separately provided the Issuer with the disclosures required under MSRB Rule G-17 concerning this relationship**.**

Ms. Ruth Kullman is the owner of Kullman Consulting, a firm which specializes in non-profit consulting and political fundraising. Previous clients include educational and cultural non-profits, including the Louisiana Children's Museum, the Louisiana Philharmonic Orchestra, Jewish Endowment of Louisiana, and Kingsley House. She also served as Finance Director for Mitch Landrieu during his terms as Lieutenant Governor of the State of Louisiana, as well as during his two terms as Mayor of the City of New Orleans. Prior to Kullman Consulting, she served as Campaign Director of the Jewish Federation of Greater New Orleans. Ms. Kullman also is involved in many civic and community organizations. She has served as President of Planned Parenthood of Louisiana, Touro Synagogue, and Touro Infirmary. Other board service includes the Institute of Mental Hygiene and Live Oak Wilderness Camp. She is the immediate past Board Chair of LCMC, an eight-hospital system based in New Orleans and the Northshore. Ms. Kullman is proud to serve as Board chair of the advisory committee of E Pluribus Unum, an organization focused on cultivating and empowering those who work to advance racial equity. Ruth Kullman was first appointed to the Aviation Board in July 2017.

Mr. Neil C. Abramson was appointed to the Aviation Board on September 5, 2019. He received a Bachelor of Arts in Government from Dartmouth College in New Hampshire in 1989 and his Juris Doctor from Louisiana State University Law Center in 1992 where he finished first in his class. He was an intern to former United States Senator J. Bennett Johnston, Jr., and former U.S. Representative Jimmy Hayes of Louisiana's 7th congressional district, since disbanded. Mr. Abramson also was a clerk to U.S. District Judge Frank J. Polozola of the United States District Court for the Middle District of Louisiana. Mr. Abramson was elected to the Louisiana House of Representatives during the 2007 general election, re-elected for a second term on October 22, 2011, and re-elected for a third term in 2015. Mr. Abramson served on the following committees during his time as Representative: Ways and Means, Civil Law and Procedure, select Committee on Hurricane Recovery, Health and Welfare, Judiciary, Joint Legislative Committee on Capital Outlay, Joint Legislative Committee on Budget, and State Bond Commission. He served as Chairman of the Committee on Ways and Means (2016–2020), and previously served as Chairman of the Joint Legislative Committee on Capital Outlay (2016–2018); Chairman of the Committee on Civil Law and Procedure (2012–2016); Chairman of the Select Committee on Hurricane Recovery (first chairman of committee) and Vice Chair of Judiciary from 2007-2011. In addition to his service as a member of the Aviation Board, he serves as a Board Member of YMCA Camp Coniston in Grantham, New Hampshire. Mr. Abramson is a litigation attorney at the law firm of Liskow & Lewis in New Orleans, Louisiana.

Mr. Gary Smith, Sr. serves as the St. Charles Parish Representative for the Aviation Board. He was first appointed on February 20, 2014. Mr. Smith is the President of The Magnolia Group and has been involved in all aspects of this family-run business since childhood, including, but not limited to, construction/dredging, heavy equipment, marine industries, and real estate, all of which operate as separate entities under The Magnolia Group umbrella.

Mr. Barry S. Ranshi serves as the City of Kenner representative for the Aviation Board. He was appointed to the Aviation Board on September 17, 2026. A native of Kenner, Louisiana, Mr. Ranshi is an attorney with extensive experience in public service and the Louisiana legal system, having served as a prosecutor, public defender, judicial staff attorney, and private practitioner.

Mr. Ranshi earned a bachelor's degree from the University of New Orleans and a Juris Doctor from Loyola University New Orleans College of Law. While attending law school, he served as a Rule XX prosecutor in First Parish Court for Jefferson Parish and completed a judicial internship with the Honorable Robert Pitre of the 24th Judicial District Court.

Following graduation, Mr. Ranshi served as a staff attorney for Orleans Parish Criminal District Court, an assistant district attorney with the Orleans Parish District Attorney's Office, and a public defender in Lafourche Parish. He subsequently founded Barry S. Ranshi Law Firm, LLC, where he serves as managing attorney. His practice focuses primarily on criminal defense, appellate advocacy, and selected civil matters.

Mr. Ranshi has also served on the Jefferson Parish Criminal Justice Coordinating Council and has contributed to numerous professional service initiatives through the Louisiana State Bar Association. He was appointed by the Louisiana Supreme Court to serve as a grader for the Constitutional Law portion of the Louisiana Bar Examination.

PLAN OF REFUNDING

Proceeds of the Series 2026A Refunding Bonds will currently refund all or a portion of the Series 2017A Bonds. Proceeds of the Series 2026B Refunding Bonds will currently refund all or a portion of the outstanding Series 2017B Bonds and the outstanding Series 2017D-2 Bonds. Refunding proceeds will be deposited in the Escrow Fund under the Escrow Agreement and applied to redeem the refunded Series 2017 Bonds on January 1, 2027, at a redemption price of par plus accrued interest. In reliance upon a letter from the Aviation Board's Municipal Advisor, an Authorized Board Representative is providing a certificate required by the Indenture demonstrating that the refunding will reduce the total debt service payments on the refunded Series 2017 Bonds on a present value basis.

THE SERIES 2026 REFUNDING BONDS

General

The Series 2026 Refunding Bonds will be dated the date of delivery and will bear interest at the rates per annum and mature on January 1 in the years and in the principal amounts indicated on the inside cover page of this Official Statement. Interest on the Series 2026 Refunding Bonds will be payable each January 1 and July 1 (each an "*Interest Payment Date*"), commencing July 1, 2027.

The Series 2026 Refunding Bonds will be issued in fully registered form, without coupons, in denominations of $5,000 or any integral multiple thereof, and will be numbered from No. R-1 upwards issued initially as one certificate per maturity as set forth on the inside cover page hereof. The Series 2026 Refunding Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("*DTC*"), Brooklyn, New York, which will act as the securities depository for the Series 2026 Refunding Bonds. Purchasers of the Series 2026 Refunding Bonds will not receive certificates representing the interest in the Series 2026 Refunding Bonds purchased. Purchases of the beneficial interests in the Series 2026 Refunding Bonds will be made in book-entry only form in authorized denominations by credit to participating broker-dealers and other institutions on the books of DTC as described herein. Any purchaser of beneficial interests in the Series 2026 Refunding Bonds must maintain an account with a broker or dealer who is or acts through a DTC Participant in order to receive payment of the principal and interest on such Series 2026 Refunding Bonds. See "**APPENDIX G - Book-Entry Only System**" hereto.

The principal of the Series 2026 Refunding Bonds shall be payable to the registered owners thereof upon surrender of the Series 2026 Refunding Bonds at the principal corporate trust office of the Trustee except as otherwise provided in "**APPENDIX G - Book-Entry Only System.**" Interest on the Series 2026 Refunding Bonds, when due and payable, shall be paid by check or draft mailed by the Trustee on such due date to DTC or the Registered Owner of a Series 2026 Refunding Bond, at the address appearing on the Bond Register maintained by the Trustee at the close of business on the applicable date ("*Record Date*") irrespective of any transfer or exchange of the Series 2026 Refunding Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the Aviation Board shall default in payment of interest due on such Interest Payment Date. The Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2026 Refunding Bonds may request payment by wire transfer if such Registered Owner has requested such payment in writing to the Trustee, which request shall be made no later than the Record Date and shall include all relevant bank account information and shall otherwise be acceptable to the Trustee. Such notice shall be irrevocable until a new notice is delivered not later than a Record Date. In the event of any such default, such defaulted interest shall be payable on a payment date established by the Trustee to the persons in whose names the Series 2026 Refunding Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered owners of the Series 2026 Refunding Bonds not less than fifteen (15) days preceding such special record date. Payment as aforesaid shall be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts.

The Bank of New York Mellon Trust Company, N.A., is serving as Trustee, Paying Agent, and Bond Registrar under the Indenture and has a principal corporate trust office in Houston, Texas.

Optional Redemption

The Series 2026 Refunding Bonds maturing on or after [_____] are subject to redemption at the option of the Aviation Board, in whole or in part on any date on or after [_____] in the order directed by the Aviation Board, in minimum aggregate principal amounts of $5,000 and integral multiples thereof, from any available moneys in the Redemption Fund at the price of par plus accrued interest to the redemption date. The Aviation Board shall give the Trustee at least thirty (30) days' notice of any optional redemption to be made specifying the redemption date and principal amounts to be redeemed.

Selection of Series 2026 Refunding Bonds to be Redeemed

If less than all Series 2026 Refunding Bonds outstanding are to be redeemed through optional redemption, the principal amount of Series 2026 Refunding Bonds of each maturity to be redeemed may be specified by the Aviation Board by written notice to the Trustee, or, in the absence of timely receipt by the Trustee of such notice, shall be selected by the Trustee by lot or by such other method as the Trustee shall deem fair and appropriate; provided, however, that the principal amount of Series 2026 Refunding Bonds of each maturity to be redeemed may not be larger than the principal amount of Series 2026 Refunding Bonds of such maturity then eligible for redemption and may not be smaller than the smallest Authorized Denomination; provided, further, that so long as DTC is acting as securities depository for the Series 2026 Refunding Bonds, such selection will be made in accordance with DTC's practice.

Notice of Redemption

In the event any of the Series 2026 Refunding Bonds are called for redemption, the Trustee shall, upon receipt from the Aviation Board of notice of its intention to redeem at least thirty (30) days prior to the date fixed therefor, give notice in the form provided by the Aviation Board to the Registered Owners and the Trustee in the name of the Aviation Board, of the redemption of such Series 2026 Refunding Bonds. Such notice shall be given by mail at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Series 2026 Refunding Bonds to be redeemed; provided, however, that failure to give such notice by mail to any registered owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other of the Series 2026 Refunding Bonds. If a notice of redemption shall be unconditional, or if the conditions of a conditional notice of redemption shall have been satisfied, then upon presentation and surrender of Series 2026 Refunding Bonds so called for redemption at the place or places of payment, such Series 2026 Refunding Bonds shall be redeemed.

The Series 2026 Refunding Bonds which have been duly selected for redemption and which are deemed to be paid in accordance with the Indenture shall cease to bear interest on the specified redemption date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2026 Refunding Bonds, along with monies in existing trust funds, are to be applied as follows:

Sources of Funds

	Series 2026A Refunding Bonds	Series 2026B Refunding Bonds	Total
Par Amount of Series 2026 Refunding Bonds	$	$	$
Net Original Issue Premium/(Discount)	$	$	$
Other Indenture Funds	$	$	$
Total Sources of Funds	$	$	$

Uses of Funds

	Series 2026A Refunding Bonds	Series 2026B Refunding Bonds	Total
Series 2017 Refunding Escrow Deposit	$	$	$
Issuance costs*	$	$	$
Total Uses of Funds	$	$	$

*Issuance costs include, among other things, underwriters' discount, rating agency, legal, and advisory fees.

SECURITY FOR BONDS

Pledge of Airport Net Revenues

Bonds issued under the Indenture, which currently include the outstanding Series 2017 Bonds, Series 2019 Bonds, Series 2023 Bonds, and Series 2024 Bonds, are secured on a first lien parity basis by the Net Revenues of the Airport. Upon issuance of the Series 2026 Refunding Bonds, all or a portion of the Series 2017 Bonds will be defeased and deemed no longer outstanding under the Indenture and the Series 2026 Refunding Bonds will be secured on a first lien parity basis by the Net Revenues of the Airport. Net Revenues are Revenues after deducting current expenses of operation, maintenance and current repair of the Airport System and other facilities of the Aviation Board.

The ability of the Aviation Board to generate sufficient Net Revenues to pay debt service on Bonds is dependent upon a number of factors. See "**INVESTMENT CONSIDERATIONS**" herein.

Definition of Revenues

"*Revenues*" and "*Revenues of the Airport System*" shall mean all revenues derived by the Aviation Board from the use and operation of the Airport System, excluding (i) Special Facility Revenues, except after the payment of any Special Facility Bonds used to finance such Special Facility as permitted by the General Indenture, (ii) any gifts, grants or other amounts, the use of which is restricted by the donor or grantor or by law or regulation, (iii) the proceeds of any passenger facility charge or other per passenger charge defined in the General Indenture as the "*PFC*" established by the Aviation Board for use by the Aviation Board, (iv) any sums received by the Aviation Board or the City from the State or the United States of America, including the avails of any tax, (v) the proceeds of any rental car customer facility charge defined as the "*CFC*" in the General Indenture, (vi) any Released Revenues, (vii) interest accruing on, and any profit resulting from the investment of monies in any fund or account of the Aviation Board that is not available by agreement or otherwise for deposit into the Operation Fund, (viii) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (ix) the proceeds of any condemnation awards, and (x) security deposits and the proceeds of the sale of any property constituting all or any portion of the Airport; provided however the Aviation Board may in the future pledge any CFC, PFC, or Released Revenues as additional security for one or more series of Bonds, Subordinated Bonds or Swaps or other obligations

issued under the Indenture and the amount of any such pledged CFC, PFC, or Released Revenues deposited into any one of the Airport Operating Accounts or a sub-account created therein, the Debt Service Fund or any account or sub-account created therein, or any account or sub-account created within any fund or account created under the General Indenture or created for a particular Series of Bonds, Subordinated Bonds, Swap or any other obligation by the Applicable Supplemental Indenture authorizing such Series, Swap or other obligations shall constitute Revenues. Without limiting the generality of the foregoing, "*Revenues*" include all the income from the ownership and operation of the Airport System including landing fees and charges, ground rentals, space rentals in buildings, charges of every character made to concessionaires, all fees received by the Aviation Board or the City on account of the operation of ground transportation to and from any Airport System facility, earnings from the operation of the parking facilities, earnings on the investments of the Aviation Board including, without limitation, investment earnings of proceeds of the Bonds, except as specifically excluded in items (i) through (x) above.

For a historical summary of the Revenues of the Airport System, see "**AIRPORT FINANCIAL INFORMATION – Historical Airport Revenues and Expenses**" herein.

Flow of Revenues Under the General Indenture

Revenues are deposited daily as received by the Aviation Board into the Airport Operating Fund established under the General Indenture. On the second Business Day preceding the first Wednesday of each calendar month, the Aviation Board and/or the City, as applicable, debits or transfers from the Airport Operating Fund amounts required to be applied to the following purposes in the following order (except that payments required by item (b) below shall be made in the normal course of business):

(a) Arbitrage Rebate Fund: to the payment of any sums required to be deposited in the Arbitrage Rebate Fund;

(b) Operation and Maintenance Fund: to the payment of all Operation and Maintenance Expenses;

(c) Debt Service Fund: an amount which together with other amounts on deposit in such Fund will equal the Debt Service Fund Requirement as of the first day of the next ensuing month;

(d) Debt Service Reserve Fund: an amount which together with the amounts on deposit therein will equal the Funded Debt Service Reserve Fund Requirement as of the first day of the next ensuing month; provided, however, if there is a Reimbursement Obligation due the Provider of any Reserve Asset sums payable pursuant to this item (d) shall be applied first pro-rata to the reimbursement of the Providers of such Reserve Asset so as to reinstate the amounts available thereunder and second to the replenishment of the Funded Debt Service Reserve Fund Requirement;

(e) Improvement Account: such amount as shall be required, if any, by Commercial Airline Leases or the Airport System budget;

(f) Operation and Maintenance Reserve Fund: an amount equal to one-twelfth ($1/12^{th}$) of the difference between the sums credited to such Fund and the Operation and Maintenance Reserve Fund Requirement until there has been accumulated therein an amount equal to the Operation and Maintenance Reserve Fund Requirement and thereafter in the event of a withdrawal therefrom, an amount equal to $1/36^{th}$ of the amount which, together with the amounts on deposit therein as of the date of any such withdrawal, will equal the Operation and Maintenance Reserve Fund Requirement as of the first day of the 36^{th} month following such withdrawal;

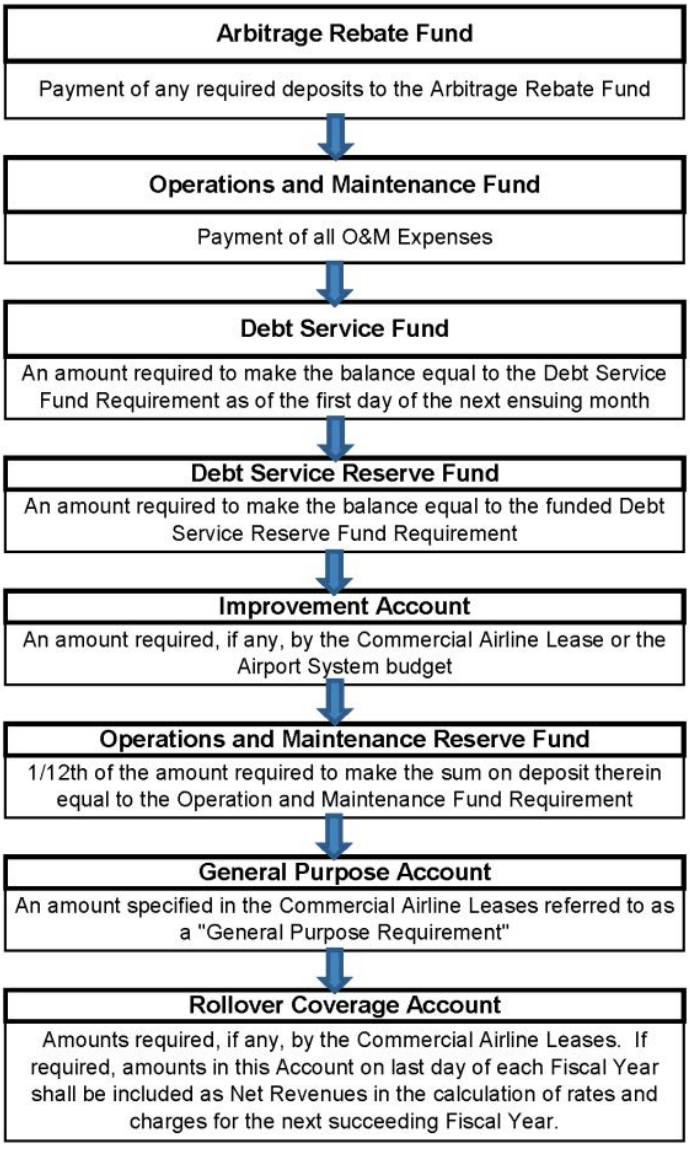
(g) General Purpose Account: an amount equal to the General Purpose Account Requirement consisting of such amounts as specified in the Commercial Airline Leases. The sums credited to the General Purpose Account may be applied by the Aviation Board to any lawful use or purpose of the Aviation Board, including without limitation, Operation and Maintenance Expenses, the purchase or payment of Bonds, and the payment of the cost of any Capital Improvement; and

(h) Rollover Coverage Account: the amounts required, if any, by the provisions of the Commercial Airline Leases with terms commencing subsequent to December 31, 2008, in the order of priority established by the General Indenture if required by such Commercial Airline Leases. The sums in the Rollover Coverage Account may

only be used for the purposes provided in the Commercial Airline Leases. The sums in the Rollover Coverage Account on the last day of each Fiscal Year shall be included as Net Revenues in the calculation of the required rates and charges for the next succeeding Fiscal Year to the extent required by the Commercial Airline Leases. The sums credited to the Rollover Coverage Account on the first Business Day of each Fiscal Year shall be transferred to the Airport Operating Account or as otherwise provided in the Commercial Airline Leases at such time in effect with a term commencing subsequent to December 31, 2008.

See "**APPENDIX B - Summary of Certain Provisions of the General Indenture and the Twelfth Supplemental Indenture**" herein.

A diagram showing the flow of funds is set forth below:



Bonds are Special, Limited Obligations of the Aviation Board

BONDS ISSUED BY THE AVIATION BOARD UNDER THE INDENTURE ARE NOT INDEBTEDNESS OF THE CITY, AND NEITHER THE CITY'S GENERAL CREDIT NOR TAXING POWER IS PLEDGED FOR THE PAYMENT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS. THE AVIATION BOARD HAS NO TAXING POWER.

Rate Covenants under the General Indenture

The Aviation Board has covenanted under the Indenture to impose and collect rates, fees, rentals, or other charges for the services, facilities and commodities of the Airport System (collectively, the "Rates and Rentals") sufficient to produce:

1. Revenues in each Fiscal Year at least sufficient to make all the payments required in order to pay (i) all sums due as arbitrage rebate with respect to Bonds, (ii) all Operation and Maintenance Expenses of the Airport System, (iii) the annual debt service requirements on all Bonds, (iv) any amounts required to be deposited into the Debt Service Reserve Fund, (v) any amounts required to be deposited into the Improvement Account if required by the Commercial Airline Leases, (vi) any amounts required to be deposited to the Operation and Maintenance Reserve Fund, (vii) all obligations due any Provider under a Credit Facility, Liquidity Facility, or a Reserve Asset instrument including interest and fees, and (viii) scheduled payments of principal and interest on all Subordinated Bonds; and

2. Net Revenues (together with the sum on deposit in the Rollover Coverage Account on the last day of the immediately preceding Fiscal Year, if required or permitted by the Commercial Airline Leases at the time of such computation) at least equal to 125% of the Bond Debt Service Requirement with respect to the Bonds for such Fiscal Year (collectively, the "*Rate Covenant*").

Net PFC Revenues deposited into the Transferred PFC Account of the Debt Service Fund to pay debt service on Bonds are included in the computation of Net Revenues for purposes of satisfying the Rate Covenant. The Aviation Board will apply Net PFC Revenues to offset the PFC-eligible portion of the debt service requirements on the outstanding Series 2019 Bonds, Series 2024 Bonds, and the Series 2026 Refunding Bonds. Net PFC Revenues are transferred to the Debt Service Fund monthly, as available, to reduce the amount payable from Airline Revenues.

Parity Obligations

Bonds issued under the Indenture are secured by a first lien on Net Revenues. All or a portion of the Series 2017 Bonds will be defeased and deemed no longer outstanding as of the date the Series 2026 Refunding Bonds are issued. Accordingly, upon their issuance, the Series 2026 Refunding Bonds will be secured by and be payable from the Net Revenues on a parity basis with any remaining outstanding Series 2017 Bonds, Series 2019 Bonds, Series 2023 Bonds, and Series 2024 Bonds. The Aviation Board has the right to issue additional parity debt if certain tests for the issuance of such parity debt are satisfied. See "**SECURITY FOR BONDS – Additional Bonds Test**" herein.

Pledge of Net PFC Revenues Deposited to PFC Account of Debt Service Fund

Pursuant to a Fourth Supplemental Trust Indenture to the PFC General Indenture, the Aviation Board and the City mutually covenanted and agreed that no additional PFC Bonds shall be issued under the PFC General Indenture unless such PFC Bonds are issued solely to refund Outstanding PFC Bonds. No PFC Bonds are outstanding under the PFC Indenture; nevertheless, Net PFC Revenues will continue to be deposited daily to a Receipts Fund under the PFC Indenture. Unless otherwise intercepted and deposited to other funds under the PFC General Indenture for other purposes, such as Pay-As-You-Go PFC Projects approved by the Federal Aviation Administration ("*FAA*"), Net PFC Revenues will flow to an Excess PFC Fund established under the PFC General Indenture. Net PFC Revenues that flow down and are deposited to the Excess PFC Fund may be transferred by the Aviation Board to the Transferred PFC Account in the Debt Service Fund established under the Aviation Board's General Indenture to pay debt service on the allocable portion of Bonds which financed a PFC Project approved by the FAA. The Aviation Board will apply Net PFC Revenues to offset the PFC-eligible portion of the debt service requirements on the outstanding Series 2019 Bonds, Series 2024 Bonds, and the Series 2026 Refunding Bonds. Net PFC Revenues are transferred to the PFC Account in the Debt Service Fund monthly, as available, to reduce the amount payable from Airline Revenues. When Net PFC Revenues are so deposited to the PFC Account in the Debt Service Fund under the General Indenture, they are immediately pledged and applied to pay debt service on Bonds.

Additional Bonds Test

Additional Bonds may be issued by the Aviation Board under the General Indenture for purposes not expressly prohibited by applicable law if the requirements of either (a) or (b) below are met:

(a) Historical Test for Net Revenues and Debt Service Requirement: the sum of (I) Net Revenues of the Airport System and (II) 1/12 of the amount of Rollover Coverage provided for each Fiscal Year of each month included within the below described period of calculation as certified by an Authorized Officer of the Aviation Board for any period of twelve (12) consecutive calendar months out of the eighteen (18) calendar months next preceding the date of issuance of such series of Additional Bonds shall have equaled not less than one hundred twenty-five percent (125%) of the aggregate Debt Service Fund Requirement on all Outstanding Bonds and the proposed Additional Bonds for such twelve (12) month period; or

(b) Prospective Test for Net Revenues and Debt Service Requirement: Both (I) the sum of (A) Net Revenues of the Airport System and (B) 1/12 of the amount of Rollover Coverage provided for each Fiscal Year of each month included within the below described period of calculation as certified by an Authorized Officer of the Aviation Board for any period of twelve (12) consecutive calendar months out of the eighteen (18) calendar months next preceding the date of issuance of such series of Additional Bonds shall have equaled not less than one hundred twenty-five percent (125%) of the aggregate Debt Service Fund Requirement on all Outstanding Bonds and (II) the Net Revenues of the Airport System estimated by the Aviation Consultant to be derived during the three (3) consecutive calendar years commencing with the calendar year next following the issuance of such Series or with respect to the acquisition or construction of any income producing capital asset at the end of the Period of Construction of the project or projects, if any, to be financed by such series of Additional Bonds (as estimated by the Aviation Consultant) and projecting that the estimated Net Revenues for each year of the applicable forecast period shall equal not less than one hundred twenty-five percent (125%) of the Debt Service Fund Requirement for each of such three (3) consecutive calendar years of all Bonds then outstanding and the Additional Bonds proposed to be issued.

See "**APPENDIX B - Summary of Certain Provisions of the General Indenture and the Twelfth Supplemental Indenture**" herein.

The Series 2026 Refunding Bonds are being issued under, pursuant to, and in accordance with the authority of the General Indenture and the Twelfth Supplemental Indenture. The Series 2026 Refunding Bonds are issued as "Refunding Bonds" under the General Indenture, which requires a certificate from an Authorized Board Representative demonstrating that the refunding will reduce the total debt service payments on the refunded Series 2017 Bonds on a present value basis. The refunding of the Series 2017 Bonds is expected to provide present value and debt service savings.

Completion Bonds

A Series of Completion Bonds may be issued without the necessity of producing any of the certificates required for the issuance of Additional Bonds if such Completion Bonds do not exceed in original principal amount ten percent (10.0%) of the total costs of the Capital Improvement(s) for which they are issued to complete. The Series 2026 Refunding Bonds are issued as Refunding Bonds and not as Completion Bonds.

Refunding Bonds

One or more Series of Refunding Bonds may be issued for the purpose of refunding all or any part of one or more Series of Outstanding Bonds if the Aviation Board obtains a certificate from an Authorized Board Representative demonstrating that the refunding will reduce the total debt service payments on the refunded Bonds on a present value basis. The Series 2026 Refunding Bonds are issued as Refunding Bonds.

Debt Service Reserve Fund Requirement

The Debt Service Reserve Fund Requirement for all Bonds issued under the Indenture is the least of: (i) the Maximum Annual Debt Service coming due in any Fiscal Year with respect to Bonds, (ii) 125% of average annual Bond Debt Service Requirement on all Bonds Outstanding, or (iii) 10% of the principal amount of Bonds; provided that the amount so calculated may not exceed the maximum amount permitted under the Code and the regulations promulgated thereunder with respect to Tax-exempt Bonds outstanding. As of November 1, 2026, the Debt Service Reserve Fund Requirement is $73,325,529 and is funded solely with cash. The Debt Service Reserve Fund Requirement following issuance of the Series 2026 Refunding Bonds will be reduced to $_____ and will remain funded solely with cash. In the event that funds in the Debt Service Fund and Redemption Fund are insufficient to pay the principal and Redemption Price of and interest on the Bonds then due or to make other payments required to be made from the Debt Service Fund, there shall be withdrawn from the Debt Service Reserve Fund and deposited in the Debt Service Fund the amount necessary to meet the deficiency.

Subordinate Obligations

Subordinated Obligations may be issued by the Aviation Board pursuant to the General Indenture without regard to any additional subordinate bonds test or limitation. See "**AIRPORT FINANCIAL INFORMATION – Subordinate Obligations"** herein.

Released Revenues

Upon delivering to the Trustee specified items under the General Indenture, the Aviation Board is authorized to eliminate amounts (the "*Released Revenues*") from Revenues which may otherwise be pledged to Bonds issued under the General Indenture. No Released Revenues have been authorized, and the Aviation Board has no plan or intention to authorize any Released Revenues. See "**APPENDIX A – Master Definition List**" herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEBT SERVICE REQUIREMENTS FOR BONDS

Bond Year Ending January 1	Prior Bond Debt Service*	Series 2026A Principal	Series 2026A Interest	Series 2026B Principal	Series 2026B Interest	Total Debt Service
2027	$70,933,442					
2028	70,918,982					
2029	70,934,174					
2030	70,926,388					
2031	70,922,138					
2032	70,928,638					
2033	70,922,138					
2034	70,929,888					
2035	70,922,638					
2036	70,930,738					
2037	70,932,388					
2038	74,538,838					
2039	74,535,638					
2040	74,534,788					
2041	74,535,475					
2042	76,982,738					
2043	76,988,263					
2044	76,984,875					
2045	75,170,538					
2046	76,827,963					
2047	76,831,200					
2048	76,825,913					
2049	6,294,325					
2050	6,294,150					
2051	6,291,113					
2052	6,292,000					
2053	6,295,250					
2054	6,294,750					
2055						
2056						
TOTALS	**$1,652,719,360**					

*Prior Bonds Outstanding consist of the outstanding Series 2017 Bonds, Series 2019 Bonds, Series 2023 Bonds, and Series 2024 Bonds. All or a portion of the Series 2017 Bonds will be refunded from proceeds of the Series 2026 Refunding Bonds.

THE AIRPORT

The Air Service Area

The Airport is owned by the City and is located in both Jefferson Parish and St. Charles Parish, approximately 14 miles west of the City's central business district. It is the largest primary commercial service airport serving Southeast Louisiana. The Airport primarily serves passengers whose travel originates or terminates in the Air Service Area which consists of the following parishes: Jefferson, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, and St. Tammany. There are six other primary commercial service airports in Louisiana, all of which are classified by the FAA as small hub or nonhub airports. By comparison, the Airport is classified as a medium hub airport. Outside of Louisiana, there are two primary commercial service airports within a 200-mile drive from the Airport: Gulfport-Biloxi International Airport and Jackson-Evers International Airport, both of which are significantly smaller than the Airport.

The Airport's market reach extends beyond its primary air service area, the New Orleans Metropolitan Statistical Area ("*MSA*"), to the rest of Louisiana and areas between the Airport and the nearest major commercial service airports: George Bush Intercontinental Airport and William P. Hobby Airport in Houston, Texas; Memphis International Airport in Memphis, Tennessee; and Hartsfield-Jackson Atlanta International Airport in Atlanta, Georgia.

The City and MSA

The City is located in the State of Louisiana and is on the Mississippi River, 110 miles from its mouth.

The New Orleans MSA includes Jefferson, Orleans, St. Bernard, St. Charles, Plaquemines, St. John the Baptist, and St. James Parishes. The New Orleans MSA previously included St. Tammany Parish but St. Tammany Parish is now designated as a separate MSA (the Slidell-Mandeville-Covington, LA MSA). The Air Service Area is composed of the New Orleans MSA and beyond. The New Orleans MSA ranked as the 59th largest MSA in the United States, with a population of 966,230, primarily concentrated in Jefferson and Orleans Parishes (82 percent). The Airport's passenger market extends beyond the MSA boundaries, potentially including approximately 3.2 million people residing within a two-hour drive.

The City has one of the largest seaports in the United States, a major trade and service market, and a world-wide tourism market and major convention center. The City has been recognized as one of the world's premier tourist destinations. From world class food, music, architecture, museums, sporting events, festivals, and shopping, New Orleans is unique, truly unlike any other city in the world. In 2019, the last full year before the start of the COVID-19 pandemic, *Tripadvisor* ranked New Orleans among the top 10 "Most Excellent Global Tourism Destinations." According to a study commissioned by New Orleans & Company published in *New Orleans Magazine*, in 2019, the City attracted 19.75 million visitors who spent over $10.0 billion, the highest spending in the City's history at that time. In 2023, Louisiana welcomed approximately 42.6 million visitors, which was still 19 percent less than 52.5 million in 2019. This included 17.8 million visitors to Greater New Orleans, which was still 13 percent lower than the 20.36 million in 2019. Signaling a major milestone in the City's economic recovery, New Orleans & Company announced that visitation to the City exceeded the 19 million mark in 2024, crossing this important threshold for the first time since the COVID-19 pandemic and for only the second time ever. In May 2026, New Orleans & Company announced that 19.46 million visitors came to New Orleans in 2025 - a two percent increase over 2024 and just one percent shy of the city's all-time visitation record set in 2019. Visitors spent an estimated $10.4 billion in 2024, which then grew to an all-time record of $10.8 billion in 2025. The 2025 total marks only the third time in history that New Orleans has exceeded 19 million visitors, making 2025 and 2024 the second and third highest-performing tourism years on record, after 2019.

The City's distinctive jazz music and various festivals, including Mardi Gras, all contribute to its attractiveness to tourists. In 2022, *Travel Pulse* named New Orleans as the "Best Culinary Destination." New Orleans was named the #3 Top Destination for City Lovers in the United States for 2022. On November 3, 2025, the Michelin Guide awarded stars to three New Orleans restaurants, including two Michelin stars to Emeril's and one Michelin star each to Saint-Germain and Zasu. The New Orleans region overwhelmingly represents the largest share of Louisiana travel and is the most profitable travel region in the State. In February 2025, New Orleans hosted its 11th Super Bowl.

New Orleans is a popular and growing port-of-call being served by several cruise lines, including Carnival, Norwegian, American, Viking, and Royal Caribbean. The Port of New Orleans ("*Port NOLA*") reports that about 90 percent of cruise tourists are from out of state, generating around 306,000 hotel room nights annually and that approximately one-third of cruise passengers use MSY, generating enplanements at the Airport. In February 2024, Cruise Industry News reported, based on a Port NOLA press release, that Port NOLA concluded 2023 with nearly 1.2 million cruise passenger movements, surpassing pre-pandemic levels and that the port set a record in March 2023 for oceangoing and river cruises with 155,225 passenger movements and 39 cruise ship calls. Port NOLA's previous monthly record was set in February 2020 with 154,409 passenger movements and 31 calls before the cruise industry came to a halt in March of that year due to COVID-19. After a record-breaking 1.21 million in 2024, Port NOLA closed calendar year 2025 with 1,067,407 cruise passenger movements, marking the ninth year the port has exceeded one million annual passengers (excluding 2020 and 2021 due to COVID-19) and reinforcing its position as one of the nation's leading cruise destinations. Port NOLA ranks as the sixth-largest cruise port in the U.S.

The City is home to seven institutions of higher education, including Tulane University, Louisiana State University New Orleans, Southern University at New Orleans, Xavier University of Louisiana, Dillard University, and University of Holy Cross, as well as Delgado Community College, the LSU Health Sciences Center-New Orleans, and other similar hospital facilities.

Airport Management

The Airport is managed by the Aviation Board. The Aviation Board-appointed Director of Aviation and Deputy Directors are responsible for day-to-day operations and planning for the Airport. They are currently:

Mr. Kevin Dolliole	Director of Aviation
Mr. Walter J. Krygowski	Deputy Director of Operations and Maintenance
Mr. Norman White	Deputy Director of Finance and Administration
Ms. Michele D. Allen-Hart	Chief Legal Counsel and Deputy Director of Aviation-Legal Affairs
Ms. Erin Burns	Deputy Director of Customer Experience
Ms. Kristina Bennett-Holmes	Deputy Director of Commercial Development

Below are brief biographies for these individuals:

Mr. Kevin Dolliole is the Airport's Director of Aviation. He led the team that brought the new, $1 billion terminal facility online in November 2019. He has over 40 years of experience in various facets of the aviation industry. Under his leadership, the Airport was named "Best Airport in North America" among airports serving 5-15 million passengers in 2021, 2022, 2023, 2024, and 2025 by Airports Council International's Airport Service Quality program and ranked as the number one large airport in North America for customer satisfaction based on J.D. Power's 2021 North America Airport Satisfaction Study. Mr. Dolliole was also selected as Airport Minority Advisory Council's William "Bill" Jennings Airport Director of the Year in 2024, Airport Experience News' 2020 Director of the Year in the Medium Airports Category as well as Biz New Orleans Magazine's 2019 CEO of the Year. Mr. Dolliole is involved in many organizations that are dedicated to the advancement of aviation and related industries. He currently serves as Immediate Past Chair of the Board of Directors for Airports Council International-North America (ACI-NA) after serving as Chair from 2024 through 2025. He is also a member of the Airports Council International-World (ACI-World) Governing Board, American Association of Airport Executives' (AAAE) Policy Review Council, and previously served on the Board of Directors for Airports Consultants Council. A New Orleans native, he began his aviation career at the Airport before going on to serve as the Director of Aviation at the San Antonio International Airport and the St. Louis Lambert International Airport. Mr. Dolliole received a Bachelor of Science in Business Administration from Xavier University and a Master of Business Administration from the University of New Orleans.

Mr. Walter J. Krygowski is the Airport's Deputy Director of Operations and Maintenance and was part of the executive team that brought the new terminal online in November 2019. Mr. Krygowski has been involved in aviation management for over 26 years, and possesses a Juris Doctor from the University of Dayton School of Law. Mr. Krygowski previously served as Senior Airport Counsel, Deputy Director of Aviation, and Interim Director of Aviation at Dayton International Airport. He is a member of the Ohio State Bar, ACI-NA, and AAAE. At the Airport, Mr. Krygowski is responsible for the oversight of all operations and maintenance, including airfield and terminal operations, airport communications, security, airfield and terminal maintenance, landside operations, ground transportation, and Airport Rescue and Fire Fighting. Responsibilities also include emergency management with oversight and implementation of the Airport's Emergency Plans.

Mr. Norman White is the Airport's Deputy Director of Finance and Administration, and is responsible for Finance, Accounting, Human Resources, Procurement, Information Technology, and Concessions. Mr. White has more than 25 years of accounting, finance, and senior-level management experience. Before his current position at the Airport, he worked for the City of New Orleans as Chief Financial Officer. In that role, he was responsible for the development and monitoring of the City's $1.5 billion budget which includes 50 City departments and agencies. Mr. White also served as the Chief Financial Officer for the City of Detroit where he was responsible for a $3.7 billion budget which included 43 city departments and agencies. He has also led the Department of Transportation in Michigan as the Executive Director and then returned to spearhead a $600 million light rail project as General Manager of the Department's Woodward Light Rail System. Mr. White received a bachelor's degree in accounting from Georgia College and State University. He also served in the United States Air Force.

Ms. Michele D. Allen-Hart is the Airport's Chief Legal Counsel and Deputy Director of Aviation-Legal Affairs and has served in this role since December 2014. She served as part of the executive team that brought the new terminal online in November 2019, overseeing and managing all legal issues related to the new terminal's construction, financing, and operations. Ms. Allen-Hart is a business and property attorney and experienced litigator. She has served as a lead trial attorney and coordinated hundreds of cases prior to bringing her experience from the private sector to the Aviation Board. She has negotiated, drafted, and amended numerous professional, service, and construction contracts; leases and permits; and solicitation documents for procurements. Ms. Allen-Hart received her Bachelor of Arts in Political Science from the University of Miami and her Juris Doctor of Law from St. Thomas University School of Law. Ms. Allen-Hart is licensed to practice law in Louisiana, Florida, Mississippi, and Texas.

Ms. Erin Burns is the Airport's Deputy Director of Customer Experience, Marketing and Communications and is responsible for customer experience, janitorial, public information, intergovernmental relations, marketing and cultural entertainment work at MSY. She led award-winning public relations and marketing initiatives for the historic opening of the Airport's new, $1 billion airport terminal in November 2019. Ms. Burns currently serves as Immediate Past Chair of the Airports Council International-North America (ACI-NA) Marketing, Communications, and Customer Experience (MarComCX) Committee Steering Group, and served as a Young Professional member of the ACI-NA Board of Directors in 2025. In December 2022, Airport Business Magazine selected Ms. Burns as one of the top 40 aviation professionals under 40. Ms. Burns holds a Bachelor's degree in Mass Media Arts from Clark Atlanta University and a Master's degree in Graphic Communications from Clemson University.

Ms. Kristina Bennett-Holmes is the Airport's Deputy Director of Commercial Development and oversees air service development initiatives for passenger and cargo airline recruitment, business development of airport real estate, and management of airport lease and permit agreements. She was part of the executive team that brought the new terminal online in November 2019. Prior to her service with the Aviation Board, Ms. Bennett-Holmes was Vice President of Business Development for Thanks Again and the Director of Marketing and Business Development for Gulfport-Biloxi International Airport. She holds a bachelor's degree in business administration from the University of Southern Mississippi and earned her master's in business administration from William Carey University. She is a Certified Member of AAAE and currently serves as Co-Chair of ACI-NA's Committee Coordination Council and Past Chair of the ACI-NA U.S. International Air Service Program. Ms. Bennett-Holmes also serves on the Boards of the Jefferson Convention & Visitors Bureau and French American Chamber of Commerce - Gulf Coast Chapter and is a member of the International Trade Council of the World Trade Center of New Orleans.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Airline-Airport Use and Lease Agreement

The Airline-Airport Use and Lease Agreement between the Aviation Board and Signatory Airlines dated and effective as of January 1, 2009 (the "*Airline Agreement*"), as amended, establishes rentals, fees, and charges payable by all airlines which execute an Airline Agreement with the Aviation Board (the "*Signatory Airlines*") during the term of the Airline Agreement. The Airline Agreement calculates airline rates, fees, and charges that, together with other revenues, generate sufficient Net Revenues to maintain the rate covenant established under the Indenture under a residual rate-setting methodology. Through multiple amendments, the term of the Airline Agreement was extended to December 31, 2027.

The list below shows all the Signatory Airlines currently operating at the Airport charged a Signatory Agreement Rate:

Southwest Airlines Co.
Delta Air Lines, Inc.
American Airlines, Inc.
United Airlines, Inc.
JetBlue Airways Corporation
Federal Express Corp.
United Parcel Service, Inc.
Alaska Airlines, Inc.
Frontier Airlines, Inc. (anticipated to be effective August 26, 2026)[1]
Breeze Aviation Group, Inc. (anticipated to be effective November 1, 2026)[2]

Other Airlines operating at the Airport who are not party to the January 1, 2009, Airline Agreement are charged the Non-Signatory Agreement Rate in accordance with a Non-Signatory Agreement:

Aeromexico (anticipated to be effective June 17, 2027) [3]
Air Canada
Allegiant Air, LLC
Avelo Airlines, Inc.
British Airways PLC
Sun Country, Inc. dba Sun Country Airlines
Kalitta Charters (DHL)*
ABX Air*
Charters*

*Charged Non-Signatory Agreement Rate but not party to Non-Signatory Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[1] Frontier Airlines, Inc., has been operating at MSY under a Non-Signatory Agreement and is expected to execute the Airline Agreement and become a signatory carrier; once executed, the Airline Agreement with Frontier Airlines, Inc. will have an effective date of August 26, 2026.

[2] Breeze Airways has been operating at MSY under a Non-Signatory Agreement and is expected to execute the Airline Agreement and become a signatory carrier; once executed, the Airline Agreement with Breeze will have an effective date of November 1, 2026.

[3] Aeromexico is currently scheduled to start service at MSY on June 17, 2027. It is anticipated that Aeromexico will execute a Non-Signatory Agreement.

The list below represents all the Signatory Airlines operating at the Airport in 2025, their FY 2025 enplanements at the Airport, and their enplanements as percentage of the 6,217,724 total enplanements at the Airport in FY 2025:

	FY 2025 Enplanements	As % of Total
Southwest Airlines, Co.	2,044,724	32.89%
Delta Air Lines, Inc.	1,055,965	16.98%
American Airlines, Inc.	1,038,184	16.70%
United Airlines, Inc.	827,181	13.30%
Spirit Airlines Inc.*	725,609	11.67%
JetBlue Airways Corporation	112,925	1.82%
Alaska Airlines, Inc.	108,607	1.75%
Federal Express Corp.	0	0.00%
United Parcel Service, Inc	0	0.00%
Total Signature Airline Enplanements	5,913,195	95.10%
All Enplanements at Airport	6,217,724	100.00%

*Spirit Airlines Inc. is no longer a Signatory Airline. See "THE AIRPORT – Spirit Airlines Bankruptcy Enplanement Impact" herein.

Sources: Airport Records

Airline Market Share of MSY Enplaned Passengers FYs 2021-2025.

The table below shows the historical enplanements at the Airport by Airline in each fiscal year from FY 2021 through FY 2025 and January 2026 through August 2026.

	FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		January 2026 - August 2026[1]	
Airlines	Enplanements	Share	Enplanements	Share	Enplanements	Share	Enplanements	Share	Enplanements	Share	Enplanements	Share
Alaska Airlines	45,646	1.13%	59,937	1.01%	96,787	1.52%	98,474	1.50%	108,607	1.75%	73,461	1.89%
Allegiant Air	24,249	0.60%	22,700	0.38%	15,024	0.24%	11,949	0.18%	7,186	0.12%	7,587	0.20%
American	786,083	19.54%	965,362	16.23%	1,014,364	15.93%	1,052,176	16.04%	1,038,184	16.70%	700,037	18.00%
Avelo	0	0.00%	0	0.00%	0	0.00%	1,590	0.02%	6,360	0.10%	468	0.01%
Boutique Air	45	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Breeze Airlines	28,279	0.70%	56,562	0.95%	117,773	1.85%	98,837	1.51%	107,917	1.74%	149,748	3.85%
Delta	579,093	14.40%	898,116	15.10%	1,024,904	16.09%	1,056,347	16.10%	1,055,965	16.98%	672,943	17.30%
Frontier	81,147	2.02%	114,466	1.93%	95,950	1.51%	94,355	1.44%	80,553	1.30%	122,062	3.14%
JetBlue	97,766	2.43%	183,329	3.08%	219,125	3.44%	153,318	2.34%	112,925	1.82%	110,991	2.85%
Silver Airways	2,201	0.05%	7,599	0.13%	9,351	0.15%	0	0.00%	0	0.00%	0	0.00%
Southwest	1,364,856	33.93%	2,092,392	35.19%	2,160,462	33.93%	2,215,845	33.77%	2,044,724	32.89%	1,305,628	33.56%
Spirit*	494,018	12.28%	727,911	12.24%	676,732	10.63%	789,397	12.03%	725,609	11.67%	112,857	2.90%
Sun Country	3,021	0.08%	13,462	0.23%	12,857	0.20%	12,474	0.19%	16,387	0.26%	5,867	0.15%
United	504,613	12.54%	749,881	12.61%	851,042	13.36%	889,307	13.55%	827,181	13.30%	575,755	14.80%
Air Canada	0	0.00%	15,886	0.27%	24,149	0.38%	29,472	0.45%	21,086	0.34%	11,169	0.29%
All Others	11,570	0.29%	38,680	0.65%	49,821	0.78%	57,306	0.87%	65,040	1.05%	41,449	1.07%
TOTALS:	4,022,587	100%	5,946,283	100%	6,368,341	100%	6,560,847	100%	6,217,724	100%	3,890,022	100%

*Spirit Airlines Inc. is no longer a Signatory Airline. See "THE AIRPORT – Spirit Airlines Bankruptcy Enplanement Impact" herein.

[1]There was a 6.4% decrease in enplanements from January 2026 through August 2026 compared to January 2025 through August 2025.

Source: New Orleans Aviation Board

Spirit Airlines Bankruptcy Enplanement Impact

Spirit Airlines accounted for approximately 11.7% of total enplanements at the Airport during FY 2025. Spirit Airlines ceased operations on May 2, 2026, causing a temporary reduction in enplanements and seat capacity at the Airport.

Other airlines have already announced or launched service expansions that have partially offset the loss of Spirit Airlines' operations. The Airport continues to see net new growth by airlines like Breeze Airways, which launched an operations base at the Airport in 2021. The operations base includes New Orleans-based flight crews, maintenance staff, above-wing staff, and aircraft. Breeze Airways has grown from 10 initial nonstop destinations to 16 nonstop destinations in 2026, including new international service to Cancun, Mexico (CUN). Breeze Airways is expected to execute the Airline Agreement and become a signatory carrier; once executed, the Airline Agreement with Breeze will have an effective date of November 1, 2026. Furthermore, by year-over-year available seat miles, the Airport is the fourth fastest growing station within Frontier Airlines' network for fourth quarter 2026 with 127% more seats on increased service to Hartsfield-Jackson Atlanta International Airport (ATL), Denver International Airport (DEN), and Orlando International Airport (MCO) plus new service to Dallas-Fort Worth International Airport (DFW), Harry Reid International Airport (LAS), and Tampa International Airport (TPA). Avelo Airlines announced two-times weekly service to McKinney National Airport (DTX) beginning on December 17, 2026. Aeromexico announced new nonstop service to Mexico City International Airport (MEX) to begin June 17, 2027. Other airlines continue to backfill capacity to existing destinations by increasing frequency or substituting larger aircraft, including British Airways, JetBlue Airways, Southwest Airlines, and United Airlines.

While the cessation of operations by Spirit Airlines had an immediate negative impact on passenger enplanements, Airport management expects a significant portion of the Spirit Airlines enplanement loss will continue to be recaptured by existing and new airline service over the intermediate term. Accordingly, the long-term impact on Airport enplanements is not expected to be as significant as the immediate reduction of enplanements caused by the cessation of Spirit Airlines' operations would have suggested.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Commercial Aircraft Landed Weight at Airport

The percent of total aircraft landed weight by Carrier in each fiscal year from FY 2020 through FY 2025 is as follows:

Major and other airlines(a)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Southwest Airlines	34.54	29.10	31.79	33.11	31.60	31.99
Delta Airlines	13.22	14.65	14.14	14.90	15.18	15.72
American Airlines/US Airways	15.96	17.46	15.03	14.75	14.73	15.21
United Airlines	10.15	12.20	12.30	13.01	12.49	12.62
Spirit*	9.97	10.12	10.54	8.58	10.42	11.32
Cargo	9.08	9.39	7.39	5.46	5.40	4.18
Breeze Airways	0.00	1.09	1.00	1.72	1.46	2.00
JetBlue	2.13	2.42	2.90	3.16	2.32	1.62
Alaska/Virgin	1.66	1.03	0.80	1.25	1.34	1.49
Scheduled Int. (Other)	0.95	0.06	1.76	2.22	3.06	1.43
Frontier	1.46	1.61	1.69	1.33	1.59	1.09
Prime Air	0.00	0.00	0.00	0.00	0.01	0.70
Sun Country	0.20	0.12	0.22	0.16	0.21	0.42
Allegiant	0.68	0.70	0.32	0.19	0.16	0.11
Avelo Airlines	0.00	0.00	0.00	0.00	0.03	0.11
Boutique Air	0.00	0.00	0.00	0.16	0.00	0.00
Silver Airways	0.00	0.05	0.11	0.00	0.00	0.00
Totals	**100**	**100**	**100**	**100**	**100**	**100**

(a) Major airlines are defined for this analysis as scheduled airlines operating aircraft with more than 60 seats.

*Spirit Airlines Inc. is no longer a Signatory Airline.

Source: New Orleans Aviation Board

Prepared by: New Orleans Aviation Board

Total Aircraft Landed Weight

The total aircraft landed weights in thousand pounds at the Airport for fiscal years 2010 through 2025 sourced from the Airport Records were as follows:

Fiscal Year	Landed Weight	Airport Growth
2010	5,501,940	6.32%
2011	5,613,632	2.03%
2012	5,479,289	-2.39%
2013	6,032,372	10.09%
2014	6,122,519	1.49%
2015	6,499,788	6.16%
2016	6,771,515	4.18%
2017	7,328,602	8.23%
2018	7,888,855	7.64%
2019	8,232,139	4.35%
2020	4,479,734	-45.58%
2021	5,365,624	19.78%
2022	7,352,552	37.03%
2023	7,988,795	8.65%
2024	7,992,677	0.05%
2025	8,082,827	1.13%

Nonstop Services

Large numbers of market routes with multiple airlines serving the same market routes from the Airport help keep airfares competitive. From 2019 to 2026, the number of nonstop destinations served at the Airport saw slight net growth. In 2025, this growth peaked with 67 destinations having flights scheduled from MSY with 148 average daily departures. As projected through the end of 2026, however, this peak will decline to 63 destinations with flights scheduled from MSY with 139 average daily departures. The Table below illustrates the trends in Scheduled Service at the Airport between 2019 and 2026 (Advance):

Scheduled Service at MSY								Advance
Airline	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Southwest								
Number of Nonstop Destinations	28	26	25	23	26	27	29	27
Average Daily Departures	59	36	34	48	53	51	51	51
Average Daily Seats	8,754	5,434	5,197	7,611	8,329	8,173	8,196	8,295
American								
Number of Nonstop Destinations	9	12	8	8	8	10	16	13
Average Daily Departures	27	18	22	24	25	25	27	26
Average Daily Seats	3,537	2,181	2,811	3,282	3,517	3,567	3,723	3,688
Delta								
Number of Nonstop Destinations	11	11	7	9	10	11	13	12
Average Daily Departures	24	11	15	18	20	20	22	21
Average Daily Seats	3,697	1,766	2,357	2,930	3,371	3,451	3,718	3,442
United								
Number of Nonstop Destinations	7	7	5	6	6	7	11	6
Average Daily Departures	21	11	15	18	19	20	20	20
Average Daily Seats	2,856	1,358	1,826	2,499	2,830	2,950	2,966	3,027
Spirit								
Number of Nonstop Destinations	21	20	15	19	15	19	26	13
Average Daily Departures	17	9	11	16	13	15	16	3
Average Daily Seats	2,929	1,521	1,981	2,783	2,342	2,837	2,985	468
Other								
Number of Nonstop Destinations	25	24	30	30	33	27	31	46
Average Daily Departures	15	7	8	12	15	13	12	18
Average Daily Seats	2,291	1,094	1,253	1,870	2,274	2,081	1,911	2,922
All Airlines								
Number of Nonstop Destinations	54	54	57	56	60	58	67	63
Average Daily Departures	163	92	106	137	145	144	148	139
Average Daily Seats	24,065	13,353	15,425	20,975	22,663	23,058	23,499	21,841

Source: SRS Schedules Analyzer, last accessed November 9, 2026. Advance schedules for 2026 after the access date are subject to change.
Note: Counts unique airport destinations only. Destinations served by multiple airlines are only counted once.

AIRPORT FINANCIAL INFORMATION

The Airport is structured as an enterprise fund of the City. The financial statements for the Airport are prepared on the accrual basis of accounting; revenues are recognized when earned, and expenses are recognized when incurred. Capital assets, except land, are capitalized and depreciated over their useful lives. The City and the Aviation Board are required by Louisiana law to have their financial statements audited annually. Historically, the City has engaged an auditing firm to perform a combined audit of the City's and the Aviation Board's financial statements.

The Audited Financial Statements of the Aviation Board by Carr, Riggs & Ingram, L.L.C. for fiscal years ended December 31, 2025 and 2024 (the "*Airport Audit*") are attached hereto as **"APPENDIX E"**.

POTENTIAL INVESTORS ARE ADVISED TO REVIEW THE AIRPORT AUDIT IN FULL

Historical Airport Revenues and Expenses

The following table sets forth the historical financial information derived from Airport records for the five-year period of FY 2021 through FY 2025.

	2021	2022	2023	2024	2025
Operating revenues					
Airfield	$ 5,119,634	$ 13,318,164	$ 8,849,296	$ 8,408,290	$ 18,300,742
Terminal	$ 57,264,182	$ 89,734,495	$ 97,722,284	$ 103,937,194	$ 118,279,200
Ground transportation	$ 2,852,023	$ 3,153,429	$ 3,154,253	$ 3,666,456	$ 5,311,322
Lease interest income	$ -	$ 2,834,600	$ -	$ -	$ -
Total operating revenues	**$ 65,235,839**	**$109,040,688**	**$109,725,833**	**$116,011,940**	**$141,891,264**
Operating expenses					
Direct	$ 28,320,555	$ 34,773,381	$ 34,586,761	$ 35,097,219	$ 37,244,995
Depreciation	$ 63,260,011	$ 62,871,663	$ 63,278,872	$ 66,699,349	$ 69,914,594
Administrative	$ 31,419,413	$ 36,733,959	$ 40,291,956	$ 42,373,367	$ 46,258,330
Total operating expenses	**$122,999,979**	**$134,379,003**	**$138,157,589**	**$144,169,935**	**$153,417,919**
Operating (loss) income	$ (57,764,140)	$ (25,338,315)	$ (28,431,756)	$ (28,157,995)	$ (11,526,655)
Non-operating revenues (expenses)					
Investment income (loss), net	$ (159,008)	$ (2,021,452)	$ 14,348,109	$ 16,361,802	$ 14,420,299
Interest expense	$ (47,149,095)	$ (47,311,833)	$ (48,774,486)	$ (52,097,631)	$ (52,265,175)
Lease interest income	$ -	$ -	$ 2,453,928	$ 2,546,804	$ 3,027,747
Passenger facility charges	$ 17,869,002	$ 24,152,258	$ 25,015,692	$ 25,794,419	$ 24,447,215
Customer facility charges	$ 10,776,062	$ 14,030,057	$ 14,961,257	$ 15,800,411	$ 20,207,286
Cost of issuance of bonds	$ -	$ (403,684)	$ (476,869)	$ (2,272,128)	$ (341,065)
Terminal transportation costs	$ (7,304,396)	$ (7,566,255)	$ (8,020,118)	$ (10,275,218)	$ (10,090,460)
Federal grants - COVID-19 related	$ 41,413,062	$ 4,448,837	$ 9,739,597	$ 8,153,198	$ 34,680
Insurance revenue	$ -	$ 9,159,790	$ 11,003,335	$ 5,690,149	$ 1,207,244
Gain on disposal of capital assets	$ -	$ -	$ 115,979	$ 30,916	$ 37,978
Other, net	$ 2,366,456	$ 1,743,855	$ 777,986	$ 521,298	$ 2,204,258
Total nonoperating revenues, net	**$ 17,812,083**	**$ (3,768,427)**	**$ 21,144,410**	**$ 10,254,020**	**$ 2,890,007**
Change in net postion before capital contributions	$ (39,952,057)	$ (29,106,742)	$ (7,287,346)	$ (17,903,975)	$ (8,636,648)
Capital contributions	$ 29,361,133	$ 15,661,829	$ 10,442,774	$ 27,770,151	$ 6,939,455
Change in net position	$ (10,590,924)	$ (13,444,913)	$ 3,155,428	$ 9,866,176	$ (1,697,193)
Net position, beginning of year	$ 590,219,569	$ 579,628,645	$ 566,183,732	$ 569,339,160	$ 579,205,336
Total net position, end of year	$ 579,628,645	$ 566,183,732	$ 569,339,160	$ 579,205,336	$ 577,508,143

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Operating Results for the first 8 months of Fiscal Year 2026 (unaudited)

The table below was prepared by the Aviation Board to show major sources of operating revenues and expenses on an unaudited basis for the eight-month period ended August 31, 2025, compared to the unaudited results for the eight-month period ended August 31, 2026.

New Orleans International Airport Summary of Revenue and Expenses	YEAR TO DATE 8/31/2026	YEAR TO DATE 8/31/2025	2026 OVER/ (UNDER) PRIOR	% CHANGE CURR/PRIOR
OPERATING REVENUE				
AIRLINE REVENUE				
LANDING FEES	$ 10,206,699	$ 9,760,149	$ 446,550	4.6%
APRON FEES	$ 3,286,973	$ 3,261,679	$ 25,294	0.8%
TERMINAL /SPACE RENT	$ 41,474,042	$ 43,918,048	$ (2,444,006)	(5.6)%
TOTAL AIRLINE REVENUE	**$ 54,967,714**	**$ 56,939,877**	**$ (1,972,162)**	**(3.5)%**
NON-AIRLINE REVENUE				
TERMINAL BUILDING RENT	$ 1,981,303	$ 1,999,944	$ (18,641)	(0.9)%
FACILITIES & GROUND RENT	$ 4,046,958	$ 3,787,961	$ 258,997	6.8%
FOOD & BEVERAGE CONCESSIONS	$ 6,979,664	$ 6,907,085	$ 72,579	1.1%
NEWS & GIFTS CONCESSIONS	$ 3,908,105	$ 4,081,143	$ (173,038)	(4.2)%
ADVERTISING CONCESSIONS	$ 1,968,441	$ 2,465,962	$ (497,521)	(20.2)%
RENTAL CAR CONCESSIONS	$ 9,105,114	$ 9,268,365	$ (163,250)	(1.8)%
PARKING OPERATIONS				
LONG TERM	$ 2,010,455	$ 3,226,852	$ (1,216,397)	(37.7)%
SHORT TERM	$ 10,868,010	$ 11,014,221	$ (146,211)	(1.3)%
OFF AIRPORT	$ 261,285	$ 271,720	$ (10,435)	(3.8)%
GROUND TRANSPORTATION	$ 3,153,374	$ 3,230,164	$ (76,790)	(2.4)%
FIXED BASED OPERATIONS	$ 326,951	$ 403,784	$ (76,834)	(19.0)%
OTHER REVENUE	$ 1,653,761	$ 1,404,163	$ 249,598	17.8%
TOTAL NON-AIRLINE REVENUE	**$ 46,263,421**	**$ 48,061,364**	**$ (1,797,943)**	**(3.7)%**
TOTAL OPERATING REVENUE	**$ 101,231,135**	**$ 105,001,241**	**$ (3,770,106)**	**(3.6)%**
NON-OPERATING REVENUE				
INTEREST INCOME	$ 1,863,650	$ 1,721,853	$ 141,797	8.2%
MISCELLANEOUS	$ 1,550,578	$ 1,414,847	$ 135,731	9.6%
TOTAL NON-OPERATING REVENUE	**$ 3,414,228**	**$ 3,136,700**	**$ 277,528**	**8.8%**
TOTAL REVENUE	**$ 104,645,363**	**$ 108,137,941**	**$ (3,492,577)**	**(3.2)%**
OPERATING EXPENSES:				
WAGES & SALARIES	$ 11,615,323	$ 11,872,691	$ (257,368)	(2.2)%
FRINGE BENEFITS	$ 3,612,783	$ 3,823,760	$ (210,977)	(5.5)%
SECURITY SERVICES	$ 2,339,690	$ 2,576,728	$ (237,038)	(9.2)%
LEGAL SERVICES				
OUTSIDE COUNSEL	$ 977,391	$ 476,733	$ 500,658	105.0%
INSURANCE AND INDEMNITY	$ 6,038,769	$ 5,737,451	$ 301,318	5.3%
ADMINISTRATIVE SERVICES	$ 507,207	$ 1,003,374	$ (496,167)	(49.4)%
PROFESSIONAL SERVICES	$ 1,007,703	$ 1,179,699	$ (171,996)	(14.6)%
AIRSERVICE DEVELOPMENT	$ 98,830	$ 114,540	$ (15,710)	(13.7)%
MARKETING	$ 278,890	$ 387,662	$ (108,772)	(28.1)%
JANITORIAL SERVICES	$ 3,596,086	$ 3,793,267	$ (197,181)	(5.2)%
MATERIAL AND SUPPLIES	$ 1,679,211	$ 1,462,039	$ 217,172	14.9%
UTILITIES AND TELECOM	$ 5,515,491	$ 4,980,856	$ 534,634	10.7%
REPAIR AND MAINTENANCE	$ 6,304,919	$ 6,943,723	$ (638,804)	(9.2)%
PARKING OPERATIONS	$ 1,380,821	$ 1,616,945	$ (236,124)	(14.6)%
AIRLINE MARKETING INCENTIVES	$ 17,225	$ 124,135	$ (106,910)	(86.1)%
INFRASTRUCTURE REPAIRS	$ 46,030	$ 521,162	$ (475,132)	(91.2)%
SUB-TOTAL	**$ 45,016,369**	**$ 46,614,766**	**$ (1,598,397)**	(3.4)%
OTHER ENTITIES' EXPENSES:				
CITY INDIRECT EXPENSES	$ 1,430,577	$ 1,430,577	$ -	0.0%
CITY FIRE DEPARTMENT	$ 4,261,757	$ 4,146,346	$ 115,411	2.8%
POLICE SERVICES	$ 4,659,494	$ 4,550,630	$ 108,864	2.4%
SUB-TOTAL	**$ 10,351,828**	**$ 10,127,553**	**$ 224,275**	**2.2%**
TOTAL OPERATING EXPENSES	**$ 55,368,197**	**$ 56,742,319**	**$ (1,374,122)**	**(2.4)%**

Unrestricted Cash

As of December 31, 2025, the New Orleans Aviation Board had 313 days cash on hand (calculated based upon an unrestricted cash balance of $71.5 million and operating expenses of $83.5 million). The following table presents a summary of certain sources of liquidity available to the New Orleans Aviation Board as of December 31, 2022, December 31, 2023, December 31, 2024, December 31, 2025, and August 31, 2026.

Department of Aviation Sources of Liquidity (amounts in millions)	As of 12/31/2019	As of 12/31/2020	As of 12/31/2021	As of 12/31/2022	As of 12/31/2023	As of 12/31/2024	As of 12/31/2025	As of 8/31/2026
Unrestricted								
Operating Accounts [1]	$69.1	$39.4	$49.1	$48.7	$32.2	$45.1	$71.5	$84.8
Restricted								
Debt Service Reserve Accounts [2]	$95.3	$94.9	$94.7	$91.6	$96.8	$104.3	$90.1	$90.0
Other Available Funds								
PFC Fund Balance	$98.8	$80.6	$72.8	$72.5	$76.5	$85.4	$87.2	$86.2
Undrawn Available Interim Financing Capacity	$15.9	$14.9	$14.4	$13.9	$13.9	$61.1	$48.8	$214.0
Undrawn COVID-19 Relief Grants	N/A [3]	$57.8	$23.7	$19.4	$7.9	$0.0	$0.0	$0.0

[1] Includes all Airport Operating, and O&M reserve funds.
[2] Amounts on deposit in the Debt Service Reserve Accounts for the Outstanding GARB and CFC
[3] Not applicable the COVID-19 relief grants were received by the Airport in Fiscal Year 2020.

Financial Statements

The financial statements of the Airport attached as **"APPENDIX E"** to this Official Statement have been audited by Carr, Riggs & Ingram, L.L.C., Metairie, Louisiana. The Airport's financial statements are audited as a part of the audit of the City's financial statements.

The Airport's independent auditors have not compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

Historical Debt Service Coverage

The following table illustrates the Net Revenues, together with the sum on deposit in the rollover coverage account on the last day of the immediately preceding fiscal year, Debt Service on General Airport Revenue Bonds ("**GARBs**") and debt service coverage ratio ("**DSCR**") with respect to GARBs by Fiscal Year:

Fiscal Year	Net Revenues	Debt Service	DSCR
2020	$91,427,234	$66,017,558	1.38
2021	$89,458,975	$66,016,271	1.36
2022	$85,640,471	$66,264,529	1.29
2023	$88,094,882	$65,239,178	1.35
2024	$93,239,630	$63,574,878	1.47
2025	$105,742,274	$72,016,192	1.47

Outstanding Debt

Parity Debt as of September 30, 2026

The Series 2026 Refunding Bonds are issued as Refunding Bonds and Secured Obligations under the General Indenture. The Series 2026 Refunding Bonds are issued on a parity with the Aviation Board's Series 2017 Bonds, Series 2019 Bonds, Series 2023 Bonds, and Series 2024 Bonds. All Bonds issued under the Indenture are secured by a first lien on the Net Revenues of the Airport. The outstanding principal amount of Bonds prior to the issuance of the Series 2026 Refunding Bonds, as of September 30, 2026, is as follows:

Series 2017	$328,280,000
Series 2019	$19,215,000
Series 2023	$21,205,000
Series 2024	$592,220,000
Total:	**$960,920,000**

Subordinate Obligations

On July 23, 2026, the Aviation Board issued a General Airport Revenue Draw-Down Bond Anticipation Note, Series 2026 (the "*Series 2026 Note*") payable to Regions Capital Advantage, Inc. in the aggregate principal amount not to exceed $225,000,000 to finance Additional Capital Improvements at the Airport. As of October 31, 2026, the Aviation Board drew down $56,765,629.94. The Series 2026 Note matures on July 1, 2029.

On September 30, 2025, the Aviation Board issued a General Airport Revenue Interim Drawdown Note (AMT) (North Terminal Project) Series 2025 (the "*Series 2025 Note*") payable to Regions Capital Advantage, Inc. in a principal amount not to exceed $70,000,000 to refinance a prior Series 2022 Note. As of September 30, 2026, the Aviation Board drew down $61,053,000. The Series 2025 Note matures on September 29, 2027.

On February 23, 2024, the Aviation Board issued General Airport Revenue Draw-Down Bond Anticipation Notes, Series 2024 (the "*Series 2024 Notes*") in the aggregate principal amount not to exceed $125,000,000 to reimburse the Aviation Board for certain prior capital expenditures paid from the general fund and to advance funds for other capital improvements. On December 1, 2025, the Aviation Board terminated $25,000,000 of the Series 2024 Notes held by Regions Bank, representing an available portion of the Series 2024 Notes never drawn. Of the remaining $100,000,000 principal amount of the Series 2024 Notes, approximately $69.7 million has been drawn. On November 14, 2024, the Aviation Board paid down a portion of the cumulative advances on the Series 2024 Notes with proceeds of the Series 2024C Bonds in an amount equal to $32,280,719.67. The Series 2024 Notes mature February 23, 2027. On November 19, 2026, the Aviation Board is expected to approve a resolution extending the maturity date of Series 2024 Notes to February 23, 2029 and limiting the outstanding advances drawn and to be drawn in connection with the Series 2024 Notes to $55,000,000.

Future Debt

On November 20, 2025, the Aviation Board authorized not exceeding $300,000,000 of New Orleans Aviation Board Revenue and Refunding Bonds (the "*Future Bond Obligations*"). The Future Bond Obligations will pay off and discharge the Series 2024 Notes and the Series 2026 Note. Other than the Future Bond Obligations and the Series 2026 Refunding Bonds, no Additional Bonds have been authorized by the Aviation Board.

Pension Plans and Post-Retirement Benefit Obligations

Pension Plans

The Airport participates in the Employees' Retirement System of the City of New Orleans, a single employer defined benefit retirement plan established by statute, which provides retirement, disability, and death benefits to plan members and beneficiaries (the "*City Plan*"). The Airport Audit in Note 8 describes the Employee and Employer Contributions as well as the retirement allowance based upon age, years of service, and the employee's accumulated contributions. The Airport's Net Pension Liability of $18,695,289 and $21,336,503 is measured as of December 31, 2025, and 2024, respectively. See **Note (8) – PENSION PLANS** within **"APPENDIX E"**, pages 46-55 of Airport Audit.

The City's annual pension cost and related actuarial methods and assumptions for the City Plan are described in the City's Independent Auditors' Report by Carr, Riggs & Ingram, L.L.C. dated June 30, 2026, as of and for the year ended December 31, 2025 (the "*City Audit"*). Note (13) on pages 56-66 of the City Audit describes the City's Pension Plans and Postretirement Healthcare Benefits. Note (12) on pages 66-68 describes the City's Postretirement Healthcare Benefits and Life Insurance Benefits. The City's total OPEB liability of $117.571 million was measured as of December 31, 2025, as determined by an actuarial valuation as of that date. The 2025 Annual Comprehensive Financial Report of the City of New Orleans is available in PDF format at the Louisiana Legislative Auditor's website using the following link:

City of New Orleans Annual Comprehensive Financial Report

Separate financial reports on the City Plan are available from the City of New Orleans Director of Finance, 1300 Perdido Street, Suite 3E06, New Orleans, Louisiana, 70112, (504) 658-1850.

The four separate City sponsored and administered single-employer, contributory defined benefit pension plans issue annual publicly available financial reports that include financial statements and required supplementary information for each plan. Each of the Systems issues an annual publicly available financial report that includes financial statements and required supplementary information for the system. These reports may be obtained by writing, calling, or downloading the reports as follows:

Employees' Retirement System of the City of New Orleans
1300 Perdido Street, Room 1E12, New Orleans, Louisiana 70112
(504) 658-1850

Police Pension Fund of the City of New Orleans
715 S. Broad, Suite B23, New Orleans, Louisiana 70119
(504) 826-2900

Firefighters' Pension and Relief Fund of the
City of New Orleans (Old and New Systems)
3520 General DeGaulle Drive, New Orleans, Louisiana 70114
(504) 366-8102

Municipal Police Employees' Retirement System
7722 Office Park Boulevard, Baton Rouge, Louisiana 70809
(800) 443-4248
lampers.org

Post-retirement Healthcare Benefits Obligations

Note (9) within the Airport Audit attached as **"APPENDIX E"** describes "Other Post-Employment Retirement Benefits," of the Airport on pages 55-59, including how the Airport provides certain continuing health care and life insurance benefits for its retired employees, the benefits provided, and the number of active employees (204) and inactive employees (55) on December 31, 2025. The Airport's proportionate share (4.83% and 4.08%, respectively) of the total OPEB liability was $5,619,986 and $5,895,608, measured as of December 31, 2025, and 2024, respectively, and was determined by an actuarial valuation as of January 1, 2025, and 2024 for the years ended December 31, 2025, and 2024, respectively. The proportionate share of the total OPEB liability was based on a percentage of payroll of active employees of the Airport in proportion to total payroll of active employees for all participating entities. Note 9 also describes the actuarial assumptions and other inputs used to determine actuarial valuation.

SUMMARY OF INSURANCE FOR NEW ORLEANS AVIATION BOARD

The Aviation Board currently maintains all risk primary property insurance coverage and excess property insurance coverage for property not insured by others with per occurrence limits totaling $500 million, with a $100 thousand deductible, exclusive of named storms. The property insurance policies contain certain specific sub-limits. The property insurance policies also include coverage for business interruption that pays certain fixed costs, including the annual debt service payments on the Aviation Board's indebtedness, in the event revenues are lost due to damage or loss to an asset. Additionally, the Aviation Board maintains a $100 million per occurrence limit for property losses caused by named windstorm(s), with a per location, per occurrence wind deductible. The policies provide open-perils protection as opposed to specifically named-perils protection on a replacement cost basis which includes coverage for loss of business income up to the policy limit per occurrence, with certain sub-limits resulting from a covered property loss. Renovations to existing facilities not insured by others are included as covered losses under the Aviation Board's current property insurance up to limits described herein. The Aviation Board also maintains a $100 million per occurrence boiler and machinery policy, a $100 million per occurrence terrorism policy with additional sub-limit for Active Shooter, per location flood policies, and a $3 million policy limit parametric hurricane policy with payouts determined by named storm windspeed thresholds. The Aviation Board requires builders' risk insurance, for construction projects not covered by other property policies. It is expected that property insurance limits may be adjusted in the future, as is prudent in the airport industry and as insurance markets continue to evolve.

The Aviation Board also maintains public officials' liability, auto liability, crime, cyber, fine art, and airport owners and operators' liability insurance. The Aviation Board's airport liability insurance has a limit of $300 million annually per occurrence and in the aggregate including war and related exposures. The Aviation Board maintains workers' compensation insurance with statutory limits and associated employers' liability insurance.

The Aviation Board requires its contractors and consultants to procure and maintain commercial general liability, auto liability, workers' compensation, and if applicable, cyber, professional liability and pollution liability coverage, on all projects and consulting assignments, in amounts commensurate with the scale and complexity of the work or services. Moreover, all construction projects are additionally secured by payment and performance bonds for at least 50% of the contract value.

Under the guidance of an internal Legal Affairs and Risk Management department, an insurance consultant also reviews the insurance policies and assists in designing an insurance program which is in the best interest of the Aviation Board, including evaluation, negotiation and recommendation of coverages and quotations.

Self-Insurance

The Airport is insured for hospitalization and unemployment losses and claims under the City's self-insurance program. The Airport pays premiums to the City's unemployment self-insurance program. The Airport and its employees pay premiums to the City's hospitalization self-insurance program.

Commitments

In the normal course of business, the Airport enters into various commitments and contingent liabilities, such as construction contracts and service agreements, which are not reflected in the accompanying financial statements.

Claims and Judgments

There are several pending lawsuits in which the Airport is involved. Based upon review and evaluation of such lawsuits and the advice of legal counsel, management does not believe that the ultimate outcome of such litigation will be material to the Airport's financial position.

THE PASSENGER FACILITY CHARGE PROGRAM

General

Under the Aviation Safety and Capacity Expansion Act of 1990 (the "*PFC Act*") the FAA may authorize a public agency which controls a qualifying airport to impose a PFC of $1, $2, or $3 for each qualifying enplaned passenger at such airport, subject to certain limitations and exceptions. As discussed in the next paragraph, the $3 amount may be increased to as much as $4.50 per qualifying enplaned passenger. Proceeds of an authorized PFC may be used only to fund specific airport projects approved by the FAA, or to pay debt service and other financing costs on bonds issued to fund such specific projects, that (i) preserve or enhance capacity, safety or security of the national air transportation system, (ii) reduce noise impacts resulting from an airport or (iii) furnish opportunities for enhanced competition among air carriers. Under certain circumstances, the FAA may also grant approval to impose a PFC ("impose" or "impose only" approval) before approval to spend the PFC on approved projects ("use" approval) is granted. Approval to both collect and spend PFCs is referred to as "impose and use" approval. The approval of each project (a "*PFC Project*") includes a specific dollar amount for (i) capital costs and (ii) if requested by the airport operator, may also include interest and other financing costs. In some instances, the interest and other financing costs are specified separately.

The Wendell H. Ford Aviation Investment and Reform Act for the 21st Century ("*AIR-21*"), signed into law on April 5, 2000, enables a public agency to apply to the FAA to increase the PFC level that it may charge to $4.00 or $4.50. For a public agency to qualify for a PFC level above $3, AIR-21 requires the FAA to review the public agency's application or amendment request and to make specified findings that are additional to those already required under the PFC Act and regulation. These required findings were modified by the Federal Aviation Administration Reauthorization Act of 2018 (the "*2018 FAA Act*"). Currently, if the project is an eligible surface transportation or terminal project, the FAA must find that the public agency has made adequate provision for financing the airside needs of the airport, including runways, taxiways, aprons, and aircraft gates.

PFCs may be used by the Aviation Board only to pay "allowable costs" of specific airport projects approved by the FAA, including debt service and other financing costs on bonds issued to finance such specific projects. Final Agency Decisions (formerly Records of Decision) of the FAA allow the imposition and/or use of PFCs for the Airport (collectively the "*Approvals*").

PFCs are all PFCs collected from passengers for the use of the Airport pursuant to 14 Code of Federal Regulations ("*CFR*") Part 158, and approved by the FAA in the Approvals and all future Approvals after deducting all collection compensation due to the Carriers or other entities pursuant to Section 158.53 of 14 CFR Part 158 including such amounts authorized in future Approvals other than operational expense Approvals, including any interest earned thereon after receipt by the Aviation Board.

Since April 1, 1993, the initial effective date of the Aviation Board's PFC program, the Aviation Board estimates that over 90% of all passenger enplanements at the Airport have qualified and been subject to the passenger facility charge. The Aviation Board expects that a similar percentage of passenger enplanements will continue to be subject to its PFC.

Prior to passage of the 2018 FAA Act, a medium or large hub airport had to demonstrate that a project will make a significant contribution to improving air safety and security, increasing competition among air carriers, reducing current or anticipated congestion, or reducing the impact of aviation noise on people living near the airport. The FAA determined that the Aviation Board had not made this showing for the North Terminal Program, and approved PFC collections for the program at the $3.00 level. As a result, the PFC rate of collection at the Airport was originally scheduled to decline from $4.50 to $3.00 on December 1, 2026.

The 2018 FAA Act eliminated the "significant contribution" test for medium and large hub airports. Consequently, on October 4, 2019, the Aviation Board submitted an amendment request to increase the Airport's PFC collection rate from $3.00 to $4.50. The FAA approved the amendment on October 11, 2019, with an estimated charge expiration date of August 1, 2034.

CAPITAL IMPROVEMENT PROGRAM

Based on estimates provided by the Aviation Board's capital planning team, the Airport's Capital Improvement Program (the "*CIP*") is currently estimated to be $404,401,428, consisting of the following CIP Projects:

South Terminal Demo (Conc A-B)	$	23,880,172
Airfield Pavement Rehabilitation	$	11,425,533
Airfield Lighting Vault - Regulator Upgrades	$	6,720,902
Storm Water Pump Station upgrades (RR, Security, Rplc VFDs)	$	16,130,164
Existing Elevator Oil Coolers	$	672,090
Ancillary Office Expansion	$	1,344,180
CUP Discharge Lift Station and Water Recirculation	$	2,688,361
Planning, Design/PDD, Soft Costs for Master Plan/ACIP (<10% Phase 1)	$	17,021,000
MSY Security/Ops/I.T. Enhancements	$	2,688,361
Runway 2-20 Rehab (AIP 75/25)	$	33,982,450
South Campus Hurricane Repairs (Potential FEMA / Insurance eligible)	$	4,000,000
MSY I.T. Enterprise Architecture Upgrades	$	3,000,000
South Campus Hurricane Repairs - ST Pipe Insulation	$	1,300,000
CO#44 PM/CM/DESIGN	$	15,599,759
Checked Baggage Inspection System Expansion - 5th EDS	$	32,100,000
Baggage Handling System Upgrade - DeviceNet to Ethernet	$	14,148,000
Pavement and Utility Work (BMU Pavement Repairs and Utility Imp.)	$	39,533,250
North / South Connector - Enabling	$	24,800,000
North-South Connector Phase 2 (AIG 75/15/10)	$	1,985,967
North-South Connector Phase 3 (ATP & AIG)	$	16,439,816
North-South Connector Phase 4 (AIG 75/10/15)	$	34,574,000
BHS Elevator Enhancements	$	4,600,000
TSA Security Checkpoint (ELBC and Door Upgrades)	$	4,025,000
Emergency Inverter/Emerg Lighting Upgrades	$	1,725,000
Admin Office Upgrades (Concessions Ofc, STC, etc)	$	920,000
TSA Security Checkpoint (Door Upgrades - Additional Costs to 44-B)	$	3,680,000
13.8kv Elec Feeder & Distribution	$	8,840,000
Fire Water Tank Bypass & Recertification	$	774,800
Conc A Sewer Relocation	$	7,475,000
Concourse B Sewer Repair	$	11,920,287
Concourse C Sewer Repair	$	8,281,671
ST West Term Boiler Replacement	$	5,182,734
Overflow Parking Lot Phases 1&2	$	8,344,201
CUP Valve Replacement	$	2,850,504
Wayfinding Enhancements South Campus / Airline Hwy	$	2,300,000
Runaway 11-29 Mill & Overlay	$	9,536,230
AVCOM HVAC	$	1,500,000
Elevated Roadway Repairs	$	3,360,451
AOA Perimeter Fence Upgrades	$	7,527,410
Series 2026 COI	$	1,000,000
Estimated Capitalized	$	6,524,137
	$	**404,401,428**

The CIP is currently being financed by the Series 2024 Notes, the Series 2026 Note, and other state and federal funds. Future Bond Obligations are expected to pay and discharge the Series 2024 Notes and the Series 2026 Note. The Aviation Board may approve additional capital improvements that may be financed by Additional Bonds in the future. The Aviation Board is currently studying options to expand the North Terminal.

Passenger Facility Charge Authority Approved by FAA

Pursuant to a PFC Application dated July 31, 2025, the Aviation Board proposed to amend PFC Application 09-10-C-02-MSY (PFC #10) to decrease PFC collection and use authority at the Airport by reducing the PFC authority for four projects. By letter dated August 8, 2025, the Deputy Director of the Federal Aviation Administration determined that the Amended PFC Application 09-10-C-03-MSY (the "*Amendment*") met the requirements of Section 158.37(b)(1)(ii) of the Federal Regulation (14 CFR Part 158) and summarized the Amendment as follows:

This amendment represents the following revisions:

Project	Previously Approved	Revised	Net Increase/ Decrease
1. Terminal Apron Rehabilitation.	$7,884,072	$1,420,359	-$6,463,713
3. Facility Improvement Program.	$2,000,000	$0	-$2,000,000
5. Baggage Handling System.			
Pay-As-You-Go	$3,000,000	$0	-$3,000,000
PFC Bond Capital	$10,000,000	$13,083,313	$3,083,313
PFC Bond Financing & Interest	$13,958,333	$9,051,622	-$4,906,711
7. Airfield Lighting Vault.	$1,500,000	$1,500,000	$0
8. Runway 06/24 Downgrade.	$1,038,462	$0	-$1,038,462
Total	$39,380,867	$25,055,294	-$14,325,573

The charge implementation and expiration dates are unchanged as the dates for all have already passed. The total net effect of this amendment decreases the impose and use authority by $14,325,573. As these funds have already been collected, these are now identified as excess revenue to be applied to (1) other approved projects via amendments or (2) retiring outstanding PFC-financed bonds.

The Aviation Board may submit one or more PFC applications to obtain approval to collect and use PFCs for eligible costs of the CIP.

Net PFC Revenues for Debt Service on Bonds

The collection level of PFCs at the current rate of $4.50 provides a total PFC collection and use authority of approximately $893.22 million for PFC-eligible costs. PFCs available in the Excess PFC Fund under the PFC Indenture are expected to be transferred to the Transferred PFC Account of the Debt Service Fund under the Indenture to pay debt service on the Series 2017 Bonds, Series 2019 Bonds, Series 2024 Bonds, and Series 2026 Refunding Bonds.

Airport Improvement Program ("*AIP*") from the FAA

FAA AIP grants are administered to develop and maintain infrastructure projects that increase the capacity, safety, and security at airports across the United States. The FAA issues either entitlement (passenger or cargo) or discretionary grants for projects. AIP passenger entitlement grants are awarded using an enplanement-based formula. The FAA awards AIP discretionary grants based on established funding priorities and the allocation of discretionary funds among nine FAA regions. The distribution of the funds to the FAA regions is based on various considerations including the number and types of airports in each region, and the identified capital needs of those airports. This analysis assumes that the FAA AIP grant program will continue throughout the projection period.

AIP passenger entitlement funding amounts are based on the forecasts of passenger traffic. Some projects, in particular projects for terminal development, are only partially eligible for AIP funding. For those projects, the entitlement funding amounts reflect the percentage of eligibility typical for such projects, based on the team's

experience at the Airport and at other airports. The maximum funding eligibility for airports such as MSY, a medium hub as defined by the FAA, is 75%, except for noise projects, which have an 80% eligibility.

Demand for AIP discretionary grant funding consistently exceeds funding availability. AIP discretionary grant funding amounts are based on an evaluation of amounts that can be reasonably expected to be made available to the Airport considering historic AIP discretionary grant funding provided to the Airport, the timing of projects identified for AIP discretionary grant funding, and the level of AIP discretionary grant funding support provided to similar projects at comparable airports. The current funding for project costs of the CIP assumes that the Aviation Board will receive approximately $4.9 million in AIP funding for eligible project costs of the CIP.

Bipartisan Infrastructure Law

The Bipartisan Infrastructure Law ("*BIL*") is an investment in America's transportation network, which was signed into law in November 2021. The law provides for a $25 billion investment to modernize airport infrastructure, spread equally over five years (federal fiscal years 2022 through 2026). As specified in the BIL, the FAA plans to invest the $25 billion total investment in the following three categories:

(1) $15 billion for airport infrastructure to increase safety and expand capacity. This portion of the BIL spending is known as the Airport Infrastructure Grant ("*AIG*") Program.
(2) $5 billion to improve aging terminal facilities, including projects such as terminal renovations, terminal enabling projects, terminal roadways, and central heating and refrigeration facilities. This portion of the BIL spending is known as the Airport Terminal Program ("*ATP*").
(3) $5 billion to improve air traffic facilities.

The BIL also expanded eligible sponsorship for certain rail, transit, and highway grant (surface transportation) programs to owners and operators of airports. The funding plan assumes that the Aviation Board will be able to successfully compete for funds from these programs and reflects an evaluation of amounts that the Airport can reasonably expect to receive.

The current CIP funding plan assumes that the Aviation Board will receive approximately $16.7 million in AIG funding and $7.0 million in ATP funding under the provisions of BIL.

Customer Facility Charges

On July 16, 2008, the Aviation Board adopted a resolution (the "*CFC Resolution*") which was amended by the Aviation Board on October 15, 2008, to establish and impose the Customer Facility Charge, or CFC. The CFC Resolution, as amended, requires that all rental car companies operating on Airport property (the "*On-Airport Rental Car Companies*", or "*RACs*") collect the CFC. The initial rate, effective November 1, 2008, was $5.50 per Transaction Day. A "*Transaction Day*" is defined in the CFC Resolution, as amended, as "a twenty-four (24) hour period or fraction thereof for which a rental car customer is provided the use of a rental car for compensation regardless of the duration or length of the rental term."

On May 13, 2009, the CFC Resolution was amended and restated to increase the CFC rate to $6.20 per Transaction Day, effective June 1, 2009. On May 19, 2016, the Aviation Board adopted a resolution to increase the CFC to $7.95 per Transaction Day, effective July 1, 2016. On July 18, 2024, the Aviation Board adopted a resolution approving a First Supplemental Indenture to the Restated Customer Facility Charge Master Revenue Bond Trust Indenture dated as of October 1, 2018 (the "*Restated CFC Master Indenture*") to retain, as the first priority use of funds deposited to the Surplus Fund under the Restated CFC Master Indenture, an amount equal to the Annual Debt Service scheduled for the next following Bond Year (the "*Retained Surplus Amount*") to be used for any debt service on any Airport Bonds or for the costs of any Airport capital project directed by an Airport Authorized Board Representative in writing to the Trustee. On August 15, 2024, the Aviation Board adopted a resolution to increase the CFC to $10.00 effective January 1, 2025. On August 21, 2025, based on the analysis of the Rate Consultant, the Aviation Board maintained the CFC rate of $10.00 for the Bond Year ending December 31, 2026. The RACs are required to remit the CFC collections to the Aviation Board monthly.

Federal Emergency Management Agency Grants

The Federal Emergency Management Agency (FEMA) is an agency of the United States Department of Homeland Security. The purpose of the agency is to provide federal assistance to states, helping them respond to disasters. On August 29, 2021, Hurricane Ida made landfall near Port Fourchon, Louisiana, and caused damage throughout the New Orleans region, including at the Airport in Kenner, Louisiana. In response to this event, FEMA has provided $3,153,483.19 in funding aid to the Airport for damages. The Airport has approximately an additional $6,739,796 in pending claims submitted to FEMA for damages associated with Hurricane Ida.

INFORMATION CONCERNING THE AIRLINES

Each airline (or its respective parent corporations) serving the Airport is required to file periodic reports of financial and operating statistics with the U.S. Department of Transportation. Such reports can be obtained through the U.S. Department of Transportation's Bureau of Transportation Statistics. In addition, those airlines (or their respective parent corporations) serving the Airport, which have sold debt or equity securities to the public, are subject to the reporting requirements of the Securities Exchange Act of 1934 and in accordance therewith, file reports and other information with the Securities and Exchange Commission (the "*Commission*"). Certain information, including financial information, as of particular dates concerning each of the airlines (or their respective parent corporations) is disclosed in certain reports and statements filed with the Commission. Such reports and statements can be obtained through EDGAR at www.sec.gov.

LITIGATION

There is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any court, public board, or body pending, or to the knowledge of the Aviation Board, threatened against or affecting the Aviation Board, nor, to its knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity of the Series 2026 Refunding Bonds, the Aviation Board's right or ability to collect and apply the Revenues as required by the General Indenture and the Twelfth Supplemental Indenture, the ability of the Aviation Board to establish rates, fees, rentals, or other charges for use of the Airport system, or any agreement or instrument to which the Aviation Board is a party and which is used or contemplated for use in the transactions contemplated by this Official Statement.

INVESTMENT CONSIDERATIONS

General

In considering the matters set forth in this Official Statement, prospective investors should carefully review all investment considerations set forth throughout this Official Statement and should specifically consider certain risks associated with the Bonds. There follows a summary of some, but not necessarily all, of the possible investment considerations and risks which should be carefully evaluated by prospective purchasers of the Bonds prior to the purchase thereof. The Aviation Board's ability to derive Net Revenues from the operation of the Airport in amounts sufficient to pay debt service on the Series 2026 Refunding Bonds depends on many factors, many of which are beyond the control of the Aviation Board or the Airport. These factors include the financial strength of the air transportation industry in general and the financial strength of the airlines and other businesses that operate at the Airport. Moreover, the order in which investment considerations are presented in this caption is not intended to reflect either the likelihood that a particular event will occur or the relative significance of such an event. The Bonds may not be suitable investments for all persons. Prospective purchasers should be able to evaluate the risks and merits of an investment in the Bonds and should confer with their own legal and financial advisors before considering the purchase of the Bonds.

Special, Limited Obligations

The Bonds are special, limited obligations of the Aviation Board payable solely from and secured by the Trust Estate, including the Net Revenues and certain amounts deposited into the accounts held under the General Indenture and the Twelfth Supplemental Indenture, including Net PFC Revenues that may be deposited at the

discretion of the Aviation Board to the Transferred PFC Account of the Debt Service Fund. Properties of the Airport are not subject to any mortgage or other lien for the benefit of the owners of the Bonds.

BONDS ISSUED BY THE AVIATION BOARD UNDER THE INDENTURE ARE NOT INDEBTEDNESS OF THE CITY, AND NEITHER THE CITY'S GENERAL CREDIT NOR TAXING POWER IS PLEDGED FOR THE PAYMENT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY, OR CHARTER LIMITATIONS. THE AVIATION BOARD HAS NO TAXING POWER.

Changes in Law and Application Thereof

The airline industry is heavily regulated, especially by the federal government, and there are a significant number of governmental agencies and legislative bodies, including the U.S. DOT, FAA, TSA, EPA and others that have the ability to affect directly or indirectly the Aviation Board and the airline industry financially and operationally.

From time to time, governmental agencies, executives, and legislative bodies have proposed, issued or enacted and may continue to propose and issue and enact, legislation, rules, orders and other laws and guidance that have the effect of law, particularly with respect to Federal aviation regulation, funding, security, immigration, tariffs and trade. The proposal, issuance or enactment of such legislation, rules, orders and other laws and guidance that have the effect of law may have a material effect on the airline industry and the Aviation Board. As of the date of this Official Statement, there is insufficient information available about the potential governmental action to estimate the impacts, if any, on direct or indirect Federal funding that may impact the aviation industry, airports or local governments or their respective operations, including law enforcement, transportation, or other activities. Neither the Aviation Board nor the City has, as of the date of this Official Statement, sufficient information available regarding potential governmental action to estimate the magnitude, if any, of such potential impacts.

Loss of Federal Tax Exemption

From time to time, the President of the United States, the United States Congress and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Series 2026 Refunding Bonds to be subject, directly, or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended (the "*Code*"), or court decisions may also cause interest on the Series 2026 Refunding Bonds to be subject, directly, or indirectly, to federal income taxation or to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Code or court decisions may also affect the market price for, or marketability of, the Series 2026 Refunding Bonds, or could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. Prospective purchasers of the Series 2026 Refunding Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations, or litigation, as to which Co-Bond Counsel expresses no opinion. Interest on the Series 2026 Refunding Bonds may become subject to federal income taxation if certain events occur subsequent to the date of issuance of the Series 2026 Refunding Bonds that violate the requirements and limitations prescribed by the Code. Although the Aviation Board has agreed not to violate the requirements and limitations of the Code, there can be no assurance that these events will not occur. If certain requirements are violated, the interest on the Series 2026 Refunding Bonds may be deemed to be taxable retroactive to their date of issuance. The Series 2026 Refunding Bonds are not subject to mandatory redemption or to mandatory acceleration in the event of such an occurrence. No premium or additional interest will be paid to the bondholders or former bondholders to compensate the bondholders for any losses they may incur as a result of the interest on the Series 2026 Refunding Bonds becoming subject to federal income taxation.

Risk of Tax Audit

The Internal Revenue Service (the "*IRS*") includes a subdivision that is specifically devoted to tax-exempt bond compliance. An examination of the Series 2026 Refunding Bonds or other bonds issued by the Aviation Board as tax-exempt bonds could have a material adverse effect on the marketability or the market value of the Series 2026 Refunding Bonds.

Potential Disease Outbreaks

Passenger air travel demand is sensitive to disease outbreaks, which impact customer confidence, public health, international travel policies, and airport/airline staff wellbeing. The COVID-19 pandemic caused numerous economic disruptions beginning in 2020, all of which negatively affected the financial position and operations of the Aviation Board, including declines in passenger traffic during 2020 and 2021. During 2022-2025, passenger traffic at the Airport continued to rebound but the Aviation Board cannot predict the speed at which the Airport will return to pre-pandemic levels and cannot be certain that spikes in COVID-19 issues, or other global health issues, will not continue to impact the Airport. In addition, the COVID-19 pandemic has significantly altered business travel throughout the world and the Aviation Board does not know if the level of business travel will be permanently altered following the pandemic or the ultimate effect that such change could have in the long-term. Such impacts could be significant.

Impact of U.S. Tariff Policies

U.S. tariff policies have created substantial uncertainty in the U.S. aviation industry, making it difficult for airlines to forecast and plan for the future, and several airlines have withdrawn or reduced their full-year outlooks.

No Acceleration

Bonds are not subject to acceleration under any circumstances or for any reason, including without limitation, on the occurrence or continuance of an event of default in the payment of debt service on any of the Bonds issued under the Indenture (including the Series 2026 Refunding Bonds) or a default in the performance of any duty or covenant provided by law or in the Indenture. Upon the occurrence of such an event of default, Holders of the Bonds would only be entitled to principal and interest payments on the Bonds as they come due. Under certain circumstances, Holders of the Bonds may not be able to pursue certain remedies or enforce covenants contained in the Indenture. Moreover, since Net Revenues are that portion of Revenues that remain after the deduction of the Operation and Maintenance Expenses of the Airport System and the Aviation Board is not subject to involuntary bankruptcy proceedings, the Aviation Board may be able to continue indefinitely collecting Revenues and applying them to the operation of the Airport System even if an event of default has occurred and no payments are being made on the Bonds. See "**APPENDIX B – Summary of Certain Provisions of the General Indenture and the Twelfth Supplemental Indenture**" herein.

Hurricane and Flood Risks

Coastal Louisiana, including the New Orleans MSA, is susceptible to rising sea levels due to climate change and to hurricanes wherein winds and flooding have from time to time caused significant damage. Subsequent to Hurricane Katrina, the U.S. Army Corps of Engineers (the "*Corps*") undertook a project consisting of the planning, design and construction of a flood protection system to for Metropolitan New Orleans Area. The improvements to the flood protection system, known as the Hurricane and Storm Damage Risk Reduction System ("*HSDRRS*"), consist of a $14.5 billion system of levees, floodwalls, and pumps designed to eliminate nearly all flooding from 100-year storm events and significantly reduce flood risks from 500-year storm events. According to data generated by the Corps, a storm more severe than Hurricane Katrina would only cause modest flooding as compared to floods caused by Hurricane Katrina.

A 100-year storm is an event that has a 1% chance of occurring in any given year. The Corps designed the HSDRRS based on computer-generated models of 152 storms of varying paths, speeds, rainfall volumes, intensities, and radius. Based on data derived from these models, the Corps was able to determine the necessary structural specifications to protect the Metropolitan New Orleans Area from 100-year storms. The HSDRRS involves a variety of innovative improvements to levees, floodwalls, outfall canals, interim closure structures, and pump stations in and around the Metropolitan New Orleans Area.

The Corps continues to explore further improvements to the HSDRRS in the Metropolitan New Orleans Area, while also working with officials in Orleans and Jefferson Parishes to improve drainage infrastructure as part of the Southeast Louisiana Urban Drainage program, which is critical in protecting the New Orleans MSA from flooding caused by rain-only storm events.

No assurance can be given that the proposed flood protection system improvements will prevent wind and flooding resulting from future significant weather events.

Factors Affecting the Airline Industry

General

Key factors that affect airline traffic at the Airport and the financial condition of the airlines, and, therefore, the amount of Net Revenues available for payment of the Bonds issued under the General Indenture (including the Series 2026 Refunding Bonds) include: local, regional, national, and international economic and political conditions; international hostilities; world health concerns; aviation security concerns; airline service and routes; airline airfares and competition; airline industry economics, including labor relations and costs; availability and price of aviation fuel (including the ability of airlines to hedge fuel costs); regional, national, and international environmental regulations; airline consolidation and mergers; capacity of the national air traffic control and airport systems; capacity of the Airport; competition from neighboring airports; and business travel substitutes, including teleconferencing, videoconferencing, and web-casting.

The airline industry is highly cyclical and is characterized by intense competition, high operating and capital costs, and varying demand. Passenger and cargo volumes are highly sensitive to general and localized economic trends, and passenger traffic varies substantially with seasonal travel patterns. The profitability of the airline industry can fluctuate dramatically from quarter to quarter and from year to year, even in the absence of catastrophic events such as the terrorist attacks of September 11, 2001, the economic recession that occurred between 2008 and 2009 and the COVID-19 pandemic beginning in March 2020. Other business decisions by airlines (such as reduction or elimination of service) could affect airline operations in the future and, correspondingly, affect services at the Airport.

In addition to revenues received from the airlines, the Aviation Board derives a substantial portion of its revenues from parking operations, food and beverage concessions, retail concessions, car rental companies, and others. Declines in passenger traffic at the Airport may adversely affect the commercial operations of many of such concessionaires. While the Aviation Board's concession agreements with retail and food and beverage concessionaires require them to pay a percentage of gross revenues (the applicable percentage depends on the concept type and nature of goods sold) or a minimum annual guarantee, severe financial difficulties could lead to a failure by a concessionaire to make the required payments or could lead to the cessation of operations of such concessionaire.

Many of these factors are outside the Aviation Board's control. Changes in demand, decreases in aviation activity, and their potential effect on enplaned passenger traffic at the Airport may result in reduced Revenues and PFCs. The following are just a few of the factors affecting the airline industry including regional and national economic conditions, costs of aviation fuel, airline concentration, international conflicts and threats of terrorism, and structural changes in the travel market.

Economic Conditions

With the globalization of business and the increased importance of international trade and tourism, growth in the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economic conditions, trade balances, currency exchange rates, political relationships, and hostilities are important influences on passenger traffic at U.S. airports, including the Airport.

Historically, the financial performance of the air transportation industry has correlated with the state of the national and global economies. The U.S. economy experienced the Great Recession from December 2007 to June 2009. The Great Recession was the longest and deepest recession since the Great Depression. The recovery from the Great Recession was also the slowest of all recoveries from previous recessions since the Great Depression. The Great Recession spread globally and weakened demand for domestic and international passenger and cargo air services.

Availability and Cost of Aviation Fuel

Airline earnings are significantly affected by changes in the price of aviation fuel. According to Airlines for America (an airline trade association, formerly known as Air Transport Association of America), fuel, along with labor costs, is one of the largest cost components of airline operations, and it continues to be an important and uncertain determinant of an air carrier's operating economics. Fuel prices continue to be susceptible to, among other factors,

political unrest in various parts of the world (particularly in the oil-producing nations in the Middle East and North Africa), Organization of Petroleum Exporting Countries policy, the growth of economies around the world, the levels of inventory carried by industries, the amounts of reserves maintained by governments, disruptions to production and refining facilities and weather. In particular, geopolitical conflict in the oil producing nations of the Middle East, North Africa and Russia poses a heightened risk to fuel supply and pricing. The ongoing U.S.-Israeli war with Iran, which commenced on February 28, 2026, has caused material disruption of the use of the Strait of Hormuz, through which approximately 20% of the world's oil and liquefied natural gas passes. This disruption has caused oil prices to increase more than 55% since the war began, from approximately $72 per barrel on February 27, 2026 to nearly $120 per barrel at the peak in mid-March, and has since lowered to a volatile range of approximately $90 to $100 per barrel as of late April 2026. Jet fuel prices have soared from approximately $85 to $90 per barrel before the strikes to between $150 and $200 per barrel, with U.S. jet fuel prices rising nearly 60% since the Strait of Hormuz closure. In April 2026, American Airlines became the fifth major airline to raise fees to offset the higher jet fuel prices caused by the U.S.-Israeli war. On May 6, 2026, the Department of Transportation's Bureau of Transportation Statistics (BTS) released U.S. airlines' March 2026 fuel cost and consumption numbers indicating total fuel expenditure ($5.06B) of U.S. scheduled service airlines was up 56.4% from February 2026 ($3.23B) and up 30.4% from March 2025 ($3.88B). The cost per gallon of fuel in March 2026 ($3.13) was up 74 cents (30.9%) from February 2026 ($2.39) and up 72 cents (29.9%) from March 2025 ($2.41). The cost per gallon of fuel in September 2026 ($3.86) was up 14 cents (3.7%) from August 2026 ($3.72) and up $1.56 (67.7%) from September 2025 ($2.30).

Significant and prolonged increases in the cost of aviation fuel are likely to have an adverse impact on air transportation industry profitability and hamper the recovery plans and cost-cutting effort of certain airlines.

Airline Concentration; Effect of Airline Industry Consolidation; Cancellation of Flights by Airlines

Although fuel cost is of major importance to the airline industry, future price and availability are uncertain and fluctuate based on numerous factors. These can include supply-and-demand expectations, geopolitical events, fuel inventory levels, monetary policies, regulatory efforts to reduce aircraft emissions and economic growth estimates. The recent and ongoing military conflict involving Iran, which commenced on February 28, 2026, has caused, among other things, disruptions to the use of the Strait of Hormuz, and related regional tensions that have contributed to the increased volatility and upward pressure on fuel prices. Historically, certain airlines have also employed fuel hedging as a practice to provide some protection against future fuel price increases. While fuel hedging has generally not been used by airlines in recent years, it remains a potential option to mitigate fuel cost risk. The airline industry continues to evolve as a result of competition and changing demand patterns, and it is possible the airlines serving the Airport could consolidate operations through acquisition, merger, alliances, and code share sales strategies. Examples of airline mergers include: (a) in 2008, Delta acquired Northwest and its affiliated air carriers, Mesaba, Pinnacle (now known as Endeavor), and Compass; (b) on October 1, 2010, United Airlines and Continental Airlines merged and United Airlines and Continental Airlines began operating as a single airline (under the United brand) in March 2012; (c) on May 2, 2011, Southwest acquired AirTran, and Southwest and AirTran began operating as a single airline (under the Southwest brand) in March 2012; (d) effective December 9, 2013, AMR Corporation, along with its subsidiaries American Airlines and American Eagle, merged with US Airways Group, Inc., and American and US Airways began operating as a single airline (under the American brand) in October 2015; (e) in December 2016, Alaska Air Group acquired Virgin America; (f) Alaska Airlines officially acquired Hawaiian Airlines in September, 2024, and (g) in May 2026, Allegiant Air and Sun Country Airlines completed a $1.5 billion merger, creating the eighth-largest airline in the U.S. As of the date of this Official Statement, none of these mergers has had any material impact on airline service or enplanements at the Airport. While these prior mergers have not had any material impact on airline service and enplanements at the Airport or on Revenues, future mergers or alliances among airlines operating at the Airport may result in fewer flights or decreases in gate utilization by one or more airlines. Such decreases could result in reduced Revenues, reduced Net PFC Revenues, and/or increased costs for the other airlines serving the Airport. On May 2, 2026, Spirit Airlines cancelled all future flights at the Airport. See "THE AIRPORT – Spirit Airlines Bankruptcy Enplanement Impact" herein.

Growth of Low-Cost Carriers

Low-Cost Carriers ("*LCCs*") increase reliance on fee revenues (e.g., baggage fees, seat assignments fees, boarding preferences fees, and food/beverages fees) to take advantage of an operating cost structure that is typically significantly lower than the cost structure of the network carriers. Other advantages can include lower labor costs, greater labor flexibility, streamlined aircraft fleet (i.e., fewer different types of aircraft in a given airline's fleet), and

a generally more efficient operation. These lower costs permit LCCs to offer a lower fare structure to the traveling public than network carriers and to still maintain profitability. LCCs increased access to major markets may moderate average airfare increases that can typically result from airline consolidation.

LCCs emerged in larger markets where passenger levels were high enough for the LCCs to overcome certain barriers to entry, such as control of the majority of airport gates and slots by the larger carriers. The cost structure of LCCs allows for lower fares which stimulate traffic and drive LCCs into more and larger markets. Budget conscious flyers have emerged as an underserved segment which has helped to expand the LCC market to include Ultra Low-Cost Carriers ("*ULCCs*"), such as Frontier Airlines, Allegiant Air, and, formerly, Sun Country.

LCCs at the Airport, such as Frontier Airlines, Allegiant Air, Sun Country, and Spirit Airlines, provided approximately 8.4% of the airline seat capacity at MSY in 2016, 10.7% in 2017, 13.7% in 2018, and 14.8% in 2019. This share continued to increase even through the COVID-19 pandemic, reaching 15.3% in 2020. With the introduction of another ULCC, Breeze Airways, in July 2021, the combined share increased further to 15.6% in 2021. The combined share provided by LCCs in 2024 and 2025 was approximately 13.84% and 13.35%, respectively. On May 2, 2026, Spirit Airlines ceased operations and cancelled all future flights at the Airport. Spirit Airlines provided approximately 11.67% of the airline seat capacity at MSY in 2025. See "THE AIRPORT - Airline Market Share of MSY Enplaned Passengers FYs 2021-2025" for market share of each Airline.

International Conflict and the Threat of Terrorism

The increased threat of terrorism has had, and may continue to have, a negative impact on air travel. The Aviation Board cannot predict the likelihood of future incidents similar to the terrorist attacks of September 11, 2001 or the terrorist attacks that occurred in Nice, Munich, Paris, Brussels, and Istanbul in 2015 and 2016, the likelihood of future air transportation disruptions, or the impact on the City or the airlines operating at the Airport from such incidents or disruptions.

Structural Changes in the Travel Market

Many factors have combined to alter consumer travel patterns. The threat of terrorism against the United States remains high. As a result, the federal government has mandated various security measures that have resulted in new security taxes and fees and longer passenger processing and wait times at airports. Both add to the costs of air travel and make air travel less attractive to consumers relative to ground transportation, especially to short-haul destinations. Travel behavior may also be affected by anxieties about the safety of flying, the potential exposure to severe illnesses and natural disasters, all of which could lead to the avoidance of airline travel or the use of alternative means of transportation. Additionally, consumers have become more price sensitive. Efforts of airlines to stimulate traffic by heavily discounting fares have changed consumer expectations regarding airfares. Consumers have come to expect extraordinarily low fares. In addition, the availability of fully transparent price information on the internet now allows quick and easy comparison shopping, which has changed consumer purchasing habits. This has made pricing and marketing even more competitive in the U.S. airline industry. Finally, smaller corporate travel budgets, combined with the higher time costs of travel, have made business customers more amenable to communications substitutes such as tele- and video-conferencing.

The capacity of the national air traffic control system is limited by staffing levels at FAA air traffic control facilities nationwide. Many facilities have recently faced shortages of qualified air traffic controllers, reducing available airspace capacity in certain regions. A report to Congress in May 2025 found that about 30% of FAA air traffic control facilities were understaffed. The report attributed this to the effects of the COVID-19 pandemic, reduced training, the long amount of time it takes to train new controllers, and regular yearly attrition. Although the FAA has stated it is working to hire and train more controllers, solving the shortage and building a stable workforce will take time. There is no guarantee that the shortage will be fixed quickly — or that it will not negatively impact, or even limit, aviation operations nationwide, including operations at the Airport.

Lastly, the government shutdown in October and November 2025 lasted 43 days and was the longest on record. The Airport experienced only limited delays and cancellations due to staffing issues at other U.S. airports. Year-over-year passenger traffic for October and November was up 1.34% and 0.83% respectively, when compared to the same months in 2024. Accordingly, the government shutdown did not have a material adverse impact on the

Airport; however, there can be no assurance that future government shutdowns would not have a material adverse impact on the Airport.

Effect of Airline Bankruptcies

General

Since December 2000, numerous airlines have filed for bankruptcy protection including, among others, ATA Airlines (f/k/a American Trans Air), Northwest, Delta, including its subsidiary Comair, Mesaba, MN Airlines (d/b/a Sun Country Airlines) (which filed for protection twice), US Airways (which filed for protection twice), UAL Corporation, the parent of United, AMR Corporation, the parent of American Airlines and American Eagle, Air Canada, and Frontier. Some of these airlines have emerged from bankruptcy. Only ATA Airlines, Delta, US Airways, United, American, Frontier, Northwest, and Sun Country operated at the Airport at the time of their respective filings for bankruptcy protection, and each such airline except Northwest and ATA Airlines continues to operate at the Airport. Spirit Airlines filed for Chapter 11 bankruptcy in August 2025, marking its second bankruptcy. On May 5, 2026, a U.S. bankruptcy judge authorized Spirit to rapidly dismantle the carrier and convert its parts and assets into cash to pay creditors, a process projected to last months.

Airline Bankruptcy

In the event of bankruptcy proceedings involving one or more of the airlines operating at the Airport, the debtor or its bankruptcy trustee must determine within a time period determined by the bankruptcy court whether to assume or reject the applicable Airline Agreement or other lease agreements or operating agreements. In the event of assumption, the debtor would be required to cure any prior defaults and to provide adequate assurance of future performance under the relevant agreements. Rejection of a lease or an executory contract by any of such airlines would give rise to an unsecured claim of the Airport for damages, the amount of which in the case of a lease is limited by the Bankruptcy Code.

In general, if an airline files a bankruptcy case, the Aviation Board would be subject to risks, including, among others and without limitation, the risks of (i) delay (which could be substantial) in receiving payments due it, (ii) receiving only reduced payments of amounts due it, (iii) receiving none of the payments due it, (iv) having to return previous payments it received from the airline, (v) having its Executory Contracts with the airline rejected (or negotiating new terms to avoid rejection), and (vi) delay (which could be substantial) in enforcing any of its rights and remedies under Executory Contracts with an airline or being prohibited from enforcing them. Bankruptcy courts are courts of equity. A bankruptcy court generally has the power to render equity as it deems appropriate. The bankruptcy process can be protracted and expensive. Any potential investor should seek the advice of its legal counsel regarding the effects of the bankruptcy of an airline.

With respect to an airline in a bankruptcy proceeding in a foreign country, the Aviation Board is unable to predict what types of orders and/or relief could be issued by foreign bankruptcy tribunals, or the extent to which any such orders would be enforceable in the United States.

Pre-Petition Obligations in Bankruptcy Proceedings

During the pendency of bankruptcy proceedings, a debtor airline may not, absent a bankruptcy court order, make any payments to the Aviation Board arising on account of goods and services provided to the airline prior to bankruptcy, subject to the rules on Executory Contracts. Thus, the Aviation Board's stream of payments from a debtor airline could also be interrupted to the extent of pre-petition goods and services supplied to the airline, subject again to the rules on Executory Contracts and the general risks of bankruptcy.

Passenger Facility Charges

The PFC Act provides that PFCs collected by the airlines constitute a trust fund held for the beneficial interest of the eligible agency (i.e., the Aviation Board) imposing the PFCs, except for any handling fee (which currently is $0.11 per PFC), or retention of interest collected on unremitted proceeds. In addition, federal regulations require airlines to account for PFCs separately and to disclose the existence and amount of funds regarded as trust funds in their respective financial statements. However, the airlines, provided they are not under bankruptcy protection, are permitted to commingle PFCs with other revenues. The bankruptcy courts have not fully addressed such trust

arrangements. Therefore, the Aviation Board cannot predict how a bankruptcy court might rule on this matter in the event of a bankruptcy filing by one of the airlines operating at the Airport.

The PFC Act requires an airline in bankruptcy protection to segregate PFCs from all of its other revenues.

It is possible that the Aviation Board could be held to be an unsecured creditor with respect to unremitted PFCs held by an airline that has filed for bankruptcy protection. Additionally, the Aviation Board cannot predict whether an airline operating at the Airport that files for bankruptcy protection would have properly accounted for the PFC revenues owed to the Aviation Board or whether the bankruptcy estate would have sufficient moneys to pay the Aviation Board in full for the PFC revenues owed by such airline. All of the airlines that were operating at the Airport at the time of their respective filings for bankruptcy protection and during the time they operated at the Airport while under bankruptcy protection submitted to the Aviation Board all of the PFCs collected by them.

The amount of PFCs received by the Aviation Board in future years will vary based upon the actual number of PFC-eligible passenger enplanements at the Airport. No assurance can be given that any level of enplanements will be realized. Additionally, the FAA may terminate the Aviation Board's authority to impose the PFC, subject to informal and formal procedural safeguards, if (a) PFC revenues are not being used for approved projects in accordance with the FAA's approval, the PFC Act or regulations promulgated by the FAA under authority of the PFC Act ("*PFC Regulations*"), or (b) the Aviation Board otherwise violates the PFC Act or the PFC Regulations. The Aviation Board's authority to impose a PFC may also be terminated if the Aviation Board violates certain provisions of the Airport Noise and Capacity Act of 1990 (the "*ANCA*") and its implementing regulations relating to the implementation of noise and access restrictions for certain types of aircraft. The regulations under ANCA also contain procedural safeguards to ensure that the Aviation Board's authority to impose a PFC would not be summarily terminated. No assurance can be given that the Aviation Board's authority to impose a PFC will not be terminated by Congress or the FAA, that the PFC program will not be modified or restricted by Congress or the FAA so as to reduce PFC revenues available to the Aviation Board or that the Aviation Board will not seek to decrease the amount of PFCs to be collected, provided such decrease does not violate the Aviation Board's covenant in the Indenture. A shortfall in PFCs may cause the Aviation Board to increase rates and charges at the Airport to meet the debt service requirements on the Bonds that the Aviation Board plans to pay from PFCs, and/or require the Aviation Board to identify other sources of funding for its capital program, including issuing Additional Bonds and/or Subordinate Obligations, to finance the pay-as-you-go projects currently expected to be paid with PFCs.

Aviation Security and Health Safety Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions, particularly in the context of potential international hostilities and terrorist attacks, may influence passenger travel behavior and air travel demand.

Safety concerns in the aftermath of the terrorist attacks in September 2001 were largely responsible for the steep decline in airline travel nationwide in 2002. Since 2001, government agencies, airlines, and airport operators have upgraded security measures to guard against future terrorist incidents and maintain confidence in the safety of airline travel. These measures include strengthened aircraft cockpit doors, changed flight crew procedures, increased presence of armed sky marshals, federalization of airport security functions under the TSA, more effective dissemination of information about threats, more intensive screening of passengers, baggage, and cargo, and deployment of new screening technologies. The airlines and the federal government were primarily responsible for, and bore most of the capital costs associated with, implementing the new security measures.

Aviation security concerns intensified again in 2014 following the high-profile disappearance of Malaysia Airlines Flight 370, the crash of Malaysia Airlines Flight 17, the crash of AirAsia Flight 8501, the crash of TransAsia Flight 222, and the crash of TransAsia Flight GE235. Travel behavior may be affected by anxieties about the safety of flying and by the inconveniences and delays associated with more stringent security screening procedures, both of which may give rise to the avoidance of air travel generally and the switching from air to surface travel modes.

No assurance can be given that these precautions will be successful. Also, the possibility of intensified international hostilities and further terrorist attacks involving or affecting commercial aviation are a continuing concern that may affect future travel behavior and airline passenger demand.

Public health and safety concerns have also affected air travel demand from time to time. In 2003, concerns about the spread of severe acute respiratory syndrome ("*SARS*") led public health agencies to issue advisories against nonessential travel to certain regions of the world. In 2009, while the United States Centers for Disease Control and Prevention ("*CDC*") and the World Health Organization ("*WHO*") did not recommend that people avoid domestic or international travel, concerns about the spread of influenza caused by the H1N1 virus reduced international air travel, particularly to and from Mexico and Asia. In 2014, an outbreak of Ebola in West Africa and the discovery of a patient and health care workers infected with Ebola in the United States have again raised concerns about the spread of communicable disease through air travel. The COVID-19 global health pandemic declared in March 2020 caused substantial worldwide enplanement reductions. The CDC and WHO recommended travelers avoid domestic or international travel during the COVID-19 pandemic in 2020. The CDC or WHO may recommend travel restrictions should another outbreak occur. Prospective investors should take into consideration the impact that such developments may have on activity levels at the Airport and the potential financial impact on the airlines that serve the Airport.

Cyber Liability

Computer networks and data transmission and collection are vital to the efficient operation of the airline industry. Air travel industry participants, including airlines, the FAA, the TSA, the Airport, concessionaires, and others collect and store sensitive data, including intellectual property, proprietary business information, information regarding customers, suppliers and business partners, and personally identifiable information of customers and employees. While the Airport does not collect or maintain this third-party data, the secure processing, maintenance, and transmission of Airport information is critical to the Airport's operations. Despite security measures, information technology and infrastructure may be vulnerable to cybersecurity attacks and the information stored on airline industry networks could be disrupted, accessed, publicly disclosed, lost or stolen. Any such disruption, access, disclosure, or other loss of information could result in disruptions in the efficiency of the air travel industry, legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, operations, and the services provided, and cause a loss of confidence in the air travel industry, which could ultimately adversely affect Revenues.

The Airport maintains a security posture designed to deter cybersecurity attacks and is committed to deterring attacks on its electronic systems and responding to such attacks to minimize their impact on operations. The Airport's cybersecurity and operational safeguards are actively monitored. Additionally, the Airport maintains a comprehensive cyber risk insurance policy, which includes coverage for first party loss, liability, and eCrime exposures. See **"SUMMARY OF INSURANCE FOR NEW ORLEANS AVIATION BOARD" herein**. However, no assurances can be given that the Airport's security measures will prevent cybersecurity attacks, and no assurances can be given that any cybersecurity attacks, if successful, will not have a material adverse effect on the operations or financial condition of the Airport or the airlines serving the Airport.

Airline, Concessionaires, and Other Entities Operating at the Airport

Computer networks and data transmissions and collections are vital to the airline industry. Air travel industry participants, including airlines, the FAA, the TSA, the concessionaires and others collect and store sensitive data, including intellectual property, proprietary business information, information regarding customers, suppliers and business partners, and personally identifiable information of customers and employees. The secure processing, maintenance, and transmission of this information is critical to air travel operations. Despite security measures, information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and information stored there could be disrupted, accessed, publicly disclosed, lost or stolen. Any such disruption, access, disclosure or other loss of information could result in disruptions in the efficiency of the air travel industry, legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, operations and the services provided, and cause a loss of confidence in the air travel industry, which could ultimately adversely affect the airline industry and operations at the Airport.

Regulations and Restrictions Affecting the Airport

The operations of the Airport System are affected by a variety of contractual, statutory, and regulatory restrictions and limitations including, without limitation, the provisions of the Airline Agreements and the Operating

Agreements, the federal acts authorizing the imposition, collection and use of Passenger Facility Charges and extensive federal legislation and regulations applicable to all airports in the United States. In the aftermath of the terrorist attacks of September 11, 2001, the Airport also has been required to implement enhanced security measures mandated by the FAA, the Department of Homeland Security, and the Aviation Board management.

It is not possible to predict whether future restrictions or limitations on Airport System operations will be imposed, whether future legislation or regulations will affect anticipated federal funding or Net PFC Revenues for capital projects for the Airport System, whether additional requirements will be funded by the federal government, or whether such restrictions or legislation or regulations would adversely affect Net Revenues. See "**- Aviation Security and Health Safety Concerns**" above.

Ability to Meet Rate Covenant

As described in "**SECURITY FOR BONDS - Rate Covenants under the General Indenture**" in this document, the Aviation Board has covenanted in the Indenture that it will at all times fix, charge, impose and collect rentals, rates, fees and other charges for the use of the Airport System, and, to the extent it legally may do so, revise the same as may be necessary or appropriate, in order that in each Fiscal Year, the rate covenant set forth in the Indenture is met. In addition to Net Revenues, the Aviation Board expects to pay a portion of the debt service on the Bonds with PFCs deposited to the Transferred PFC Account of the Debt Service Fund. PFCs deposited to the Transferred PFC Account of the Debt Service Fund constitute Revenues for purposes of the Rate Covenants.

If Net Revenues (and PFCs expected to be used to pay debt service on the Bonds) were to fall below the levels necessary to meet the rate covenant in any Fiscal Year, the Indenture provides for procedures under which the Aviation Board would retain and request an Aviation Consultant to make recommendations as to the revision of the Aviation Board's rentals, rates, fees and other charges, its Operation and Maintenance Expenses or the method of operation of the Airport System in order to satisfy as quickly as practicable the rate covenant set forth in the Indenture. The Indenture provides that, so long as the Aviation Board substantially complies in a timely fashion with the recommendations of the Aviation Consultant and so long as Debt Service is paid when due, the Aviation Board will not be deemed to have defaulted in the performance of its duties under the Indenture even if the resulting Net Revenues plus other available funds are not sufficient to comply with the rate covenant set forth in the Indenture.

Increasing the schedule of rentals, rates, fees and other charges for the use of the Airport System and for services rendered by the Aviation Board in connection with the Airport System is subject to contractual, statutory and regulatory restrictions. Implementation of an increase in the schedule of rentals, rates, fees and other charges for the use of the Airport System could have an unfavorable impact on the operation of the Airport System by making the cost of operating at the Airport System unattractive to airlines, concessionaires and others in comparison to other airports, or by reducing the operating efficiency of the Airport System. Notwithstanding this potential impact, the Airline Agreements acknowledge the existence of the rate covenant under the Indenture and include an agreement by the Signatory Airlines to pay such rentals, rates, fees, and charges.

Federal Funding

The Aviation Board receives numerous grants from the FAA and the TSA for various capital projects and the FAA employs and manages the air traffic control personnel at the Airport. These expenditures of the FAA are subject to sequestration. The Aviation Board is unable to predict future sequestration funding cuts or furloughs or the impact of such actions on the Airport's airline traffic, grant receipts and Revenues. The Aviation Board intends to take any commercially reasonable measures necessary to continue smooth operation of the Airport.

Alternative Transportation Modes and Future Parking Demand

One significant category of non-airline revenue at the Airport is from ground transportation activity, including use of on-Airport parking garages; pick-up fees paid by transportation network companies ("TNCs"), such as Uber Technologies Inc. and Lyft, Inc.; fees paid by shuttle and limousine concessionaires; access fees charged to off-airport parking operators; and rental car transactions by Airport passengers.

New technologies (such as autonomous vehicles and connected vehicles) and innovative business strategies in established markets such as commercial ground transportation and car rental may continue to occur and may result in further changes in Airport passengers' choice of ground transportation mode.

While the Aviation Board makes every effort to anticipate demand shifts, there may be times when the Aviation Board's expectations differ from actual outcomes. In such event, revenues from one or more ground transportation modes may be lower than expected. The Aviation Board cannot predict with certainty what impact these innovations in ground transportation will have over time on revenues from parking, other ground transportation services or rental cars. The Aviation Board also cannot predict with certainty whether or to what extent it will collect non-airline revenues in connection with such technologies or innovative business strategies.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Series 2026 Refunding Bonds under federal or state law and could affect the market price or marketability of the Series 2026 Refunding Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Series 2026 Refunding Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

The Series 2026 Refunding Bonds are offered when, as and if issued, subject to approval of legality by Butler Snow LLP, New Orleans, Louisiana, and Auzenne & Associates, L.L.C., New Orleans, Louisiana, as Co-Bond Counsel. Certain legal matters will be passed upon by Jones Walker LLP, Baton Rouge, Louisiana, Counsel to the Underwriters (hereinafter defined). Certain legal matters will be passed upon by the Aviation Board's Chief Legal Counsel and Deputy Director of Aviation-Legal Affairs, Michele D. Allen-Hart, Esq.

No litigation has been filed questioning the validity of the Series 2026 Refunding Bonds or the security thereof and a certificate to that effect will be delivered by the Issuer to the Underwriters upon the issuance of the Series 2026 Refunding Bonds.

The approving opinions of Co-Bond Counsel are limited to the matters set forth therein, and Co-Bond Counsel does not pass upon the accuracy or completeness of this Official Statement. Co-Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Co-Bond Counsel as of the date thereof. Co-Bond Counsel assumes no duty to update or supplement their opinions to reflect any facts or circumstances that may thereafter come to Co-Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Co-Bond Counsel's opinions are not a guarantee of a particular result and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Co-Bond Counsel's professional judgment based on their review of existing law and in reliance on the representations and covenants that they deem relevant to such opinion.

A manually executed original of such opinions will be delivered to the Underwriters on the date of payment for and delivery of the Series 2026 Refunding Bonds. The proposed form of said legal opinions appears in **APPENDIX C** to this Official Statement.

TAX EXEMPTION

The following is a summary of certain United States of America federal income tax consequences of the ownership of the Series 2026 Refunding Bonds as of the date hereof. Each prospective investor should consult with such investor's own tax advisor regarding the application of United States of America federal income tax laws, as well as any state, local, foreign, or other tax laws, to its particular situation.

This summary is based on the Code, as well as Treasury regulations and administrative and judicial rulings and practice. Legislative, judicial, and administrative changes may occur, possibly with retroactive effect, which could

alter or modify the continued validity of the statements and conclusions set forth herein. This summary is intended as a general explanatory discussion of the consequences of holding the Series 2026 Refunding Bonds, generally, and does not purport to furnish information in the level of detail or with the investor's specific tax circumstances that would be provided by an investor's own tax advisor. For example, it generally is addressed only to original purchasers of the Series 2026 Refunding Bonds that are "U.S. holders" (as defined below), deals only with Series 2026 Refunding Bonds held as capital assets within the meaning of Section 1221 of the Code and does not address tax consequences to holders that may be relevant to investors subject to special rules, such as trusts, estates, tax-exempt investors, foreign investors, dealers in securities, currencies or commodities, banks, thrifts, insurance companies, mutual funds, regulated investment companies, real estate investment trusts, S-corporations, persons that hold Series 2026 Refunding Bonds as part of a straddle, hedge, integrated or conversion transaction, and persons whose "functional currency" is not the U.S. dollar. In addition, except as described below, this summary does not address alternative minimum tax issues or the indirect consequences to a holder of an equity interest in a holder of Bonds.

As used herein, a "U.S. holder" is a "U.S. person" that is a Beneficial Owner of a Series 2026 Refunding Bond. A "non-U.S. investor" is a holder (or beneficial owner) of a Series 2026 Refunding Bond that is not a U.S. person. For these purposes, a "U.S. person" is a citizen or resident of the United States of America, a corporation or partnership created or organized in or under the laws of the United States of America or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in Treasury regulations), an estate, the income of which is subject to United States of America federal income taxation regardless of its source, or a trust if (i) a United States of America court is able to exercise primary supervision over the trust's administration and (ii) one or more United States of America persons have the authority to control all of the trust's substantial decisions.

In the opinions of Butler Snow LLP, New Orleans, Louisiana, and Auzenne & Associates, L.L.C., New Orleans, Louisiana, as Co-Bond Counsel, under existing law and assuming continuing compliance with covenants of the Issuer designed to meet the applicable requirements of the Code, interest (a) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds is excluded from gross income for federal income tax purposes, except that no opinion is expressed as to the status of interest on any Series 2026B Refunding Bond for any period that a Series 2026B Refunding Bond is held by a "substantial user" of the facilities financed by such Series 2026B Refunding Bond or by a "related person" within the meaning of Section 147(a) of the Code, (b) on the Series 2026A Refunding Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, (c) on the Series 2026B Refunding Bonds is treated as a preference item in calculating the alternative minimum tax under the Code for individuals, (d) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds shall be taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations, and (e) on the Series 2026A Refunding Bonds and Series 2026B Refunding Bonds is exempt from all taxation for state, parish, municipal or other purposes in the State of Louisiana.

General

The Code imposes a number of other requirements that must be satisfied in order for interest on state and local obligations, such as the Series 2026 Refunding Bonds, to be excluded from gross income for federal income tax purposes. The Aviation Board has covenanted in the Indenture to comply with these requirements in order to maintain the exclusion from gross income of interest on the Series 2026 Refunding Bonds for purposes of federal income taxation. Co-Bond Counsel's opinion will assume continuing compliance with those covenants set forth in the Indenture pertaining to those sections of the Code that affect the exclusion from gross income of interest on the Series 2026 Refunding Bonds for federal income tax purposes and, in addition, will rely on representations by the Aviation Board with respect to matters solely within its knowledge which Co-Bond Counsel has not independently verified. If the Aviation Board fails to comply with the covenants in the Indenture, or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the Series 2026 Refunding Bonds could become included in gross income for federal income tax purposes retroactive to the date of delivery of the Series 2026 Refunding Bonds regardless of the date on which the event causing such inclusion occurs.

Although Co-Bond Counsel has rendered opinions that interest on the Series 2026 Refunding Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Series 2026 Refunding Bonds may otherwise affect the federal income tax liability of the recipient. The extent of those other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. Owners of the Series 2026 Refunding Bonds should be aware that the ownership of tax-exempt obligations, such as the Series 2026

Refunding Bonds, may result in collateral federal income tax consequences to certain taxpayers. Furthermore, future law and/or regulations enacted by federal, state, or local authorities may affect certain owners of the Series 2026 Refunding Bonds.

Except as stated above, Co-Bond Counsel will express no opinion as to any federal, state, or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Series 2026 Refunding Bonds.

Prospective purchasers of the Series 2026 Refunding Bonds are advised to consult their own tax advisors prior to any purchase of the Series 2026 Refunding Bonds as to the impact of the federal, state, and local consequences of acquiring, holding or disposing of the Series 2026 Refunding Bonds.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein. In addition, such legislation (whether currently proposed, proposed in the future or enacted) could affect the market value or marketability of the Series 2026 Refunding Bonds. For example, negotiations between the Executive and Legislative Branches of the United States government regarding the federal budget may result in the enactment of tax legislation that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income for federal income tax purposes of interest on all state and local obligations, including the Series 2026 Refunding Bonds. It cannot be predicted whether or in what form any such proposals might be enacted or whether if enacted such proposals would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2026 Refunding Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2026 Refunding Bonds or the market value thereof would be impacted thereby. Prospective purchasers of the Series 2026 Refunding Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation.

The opinions expressed by Co-Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Co-Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed federal or state tax legislation, regulations or litigation.

THE FOREGOING DISCUSSION OF CERTAIN FEDERAL AND STATE INCOME TAX CONSEQUENCES IS PROVIDED FOR GENERAL INFORMATION ONLY. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE TAX CONSEQUENCES TO THEM IN LIGHT OF THEIR OWN PARTICULAR INCOME TAX POSITION, OF ACQUIRING, HOLDING OR DISPOSING OF THE BONDS.

Tax Treatment of Premium

The Series 2026 Refunding Bonds maturing _____ (collectively the "*Premium Bonds*") are offered and sold to the public at a premium. The premium is the excess of the issue price over the stated redemption price at maturity and must be amortized on an actuarial basis by the owner of the Premium Bonds from the date of acquisition of the Premium Bonds over the term of such Premium Bonds (or, in the case of a Premium Bond callable prior to maturity, to the earlier call date that results in the lowest yield to the owner). The premium is not deductible for federal income tax purposes, and owners of the Premium Bonds sold at a premium are required to reduce their basis in such Premium Bonds by the amount of premium that accrued while they owned such Premium Bonds. Owners of the Premium Bonds should consult their own tax advisors as to the federal income tax treatment of the amount of premium for purposes of determining the taxable gain or loss upon the sale or other disposition of the Premium Bonds (prior to maturity and at maturity), and all other federal tax consequences and any state and local tax aspects of owning the Premium Bonds.

Qualified Tax-Exempt Obligations for Financial Institutions

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible by such taxpayer in determining taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer which is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," which are designated by an issuer as "qualified tax-exempt obligations." Section 265(b)(5) of the Code defines the term "financial institution" as referring to any corporation described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business which is subject to federal or state supervision as a financial institution.

The Series 2026 Refunding Bonds will not be designated by the Aviation Board as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code.

Louisiana Taxes

In the opinion of Co-Bond Counsel, interest on the Series 2026 Refunding Bonds is exempt from all taxation for state, parish, municipal, or other purposes in the State of Louisiana.

No Other Opinions

Except as stated above, Co-Bond Counsel will express no opinion as to any federal, state, or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of the Series 2026 Refunding Bonds.

AUDITED FINANCIAL STATEMENTS

The financial statements of the Airport for fiscal years ended December 31, 2025 and 2024, included as **"APPENDIX E"** to this Official Statement, have been audited by Carr, Riggs & Ingram, L.L.C., Metairie, Louisiana, to the extent and for the periods indicated in the report. It should be noted that such financial statements are prepared in accordance with generally accepted accounting principles which may not be consistent with the methods used in accounting for Revenues under the Indenture.

The Airport's independent auditors have not compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

BOND RATINGS

Moody's Investors Service, Inc. and Fitch Ratings, Inc. have assigned their long-term ratings of "A2" and "A", respectively, to the Series 2026 Refunding Bonds. Such ratings reflect only the views of such organizations and are not a recommendation to buy, sell or hold the Series 2026 Refunding Bonds. Any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same at the following corporate addresses:

Moody's Investors Service, Inc.
7 World Trade Center at 250 Greenwich Street
New York, New York 10007
Telephone: (212) 553-0300

Fitch Ratings, Inc.
One State Street Plaza
New York, New York 10004
Telephone: (212) 908-0500

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2026 Refunding Bonds.

UNDERWRITING

Raymond James & Associates, Inc., Loop Capital Markets LLC, Blaylock Van LLC, Stern Brothers & Co., BofA Securities, Inc., J.P. Morgan Securities LLC, and Ramirez & Co., Inc. (collectively, the "*Underwriters*") have agreed to purchase the Series 2026 Refunding Bonds from the Aviation Board at an aggregate purchase price of $_____ (consisting of the $_____ face amount of the Series 2026 Refunding Bonds, plus original issue premium of $_____, less $_____ underwriting discount). The Bond Purchase Agreement (the "*Purchase Agreement*") between Raymond James & Associates, Inc., on behalf of itself and the other underwriters named above, and the Aviation Board provides that the Underwriters will purchase all of the Series 2026 Refunding Bonds if any are purchased. The obligation of the Underwriters to accept delivery of the Series 2026 Refunding Bonds is subject to various conditions contained in the Purchase Agreement.

The Underwriters intend to offer the Series 2026 Refunding Bonds to the public at the initial offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 2026 Refunding Bonds to the public. The Underwriters may offer and sell the Series 2026 Refunding Bonds to certain dealers at prices lower than the public offering price.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing, and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Aviation Board for which they received or will receive customary fees and expenses.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or other instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions, in such assets, securities and instruments.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Aviation Board.

BofA Securities, Inc., an underwriter of the Series 2026 Refunding Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities, Inc. may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2026 Refunding Bonds.

J.P. Morgan Securities LLC ("*J.P. Morgan*"), one of the Underwriters of the Series 2026 Refunding Bonds, has entered into negotiated dealer agreements (each, a "*Dealer Agreement*") with each of Charles Schwab & Co., Inc. ("*CS&Co.*") and LPL Financial LLC ("*LPL*") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2026 Refunding Bonds from J.P. Morgan at the original issue price less a negotiated portion of the selling concession applicable to any Series 2026 Refunding Bonds that such firm sells.

VERIFICATION OF COMPUTATIONS

Concurrently with the delivery of the Series 2026 Refunding Bonds, the Aviation Board will obtain a verification report from Terminus Analytics, LLC that the funds required to be irrevocably deposited in trust in the Escrow Fund are sufficient for the payment of the principal, premium, if any, and interest on the refunded Series 2017 Bonds that will be redeemed on their redemption date of January 1, 2027.

CONTINUING DISCLOSURE

The Aviation Board will, pursuant to a Continuing Disclosure Certificate to be dated the date of delivery of the Series 2026 Refunding Bonds (the "*Continuing Disclosure Certificate*"), covenant for the benefit of the owners of the Series 2026 Refunding Bonds to provide (i) certain financial information and operating data relating to the Aviation Board in each year no later than eight (8) months from the end of the Aviation Board's fiscal year, with the first such report due not later than August 31, 2027 (the "*Annual Report*"), and (ii) notices of the occurrence of certain enumerated events, called "Listed Events," in the future that may affect the Aviation Board or the Series 2026 Refunding Bonds. The Annual Reports and any notices of Listed Events required pursuant to the Continuing Disclosure Certificate will be filed with the MSRB through the Electronic Municipal Market Access website ("*EMMA*"). For the specific nature of the information to be contained in the Annual Report or the potential Listed Events, see "**APPENDIX F - Form of Continuing Disclosure Certificate**" attached hereto. The Aviation Board is entering into the Continuing Disclosure Certificate to assist the Underwriters in complying with S.E.C. Rule 15c2-12(b)(5) (the "*Rule*"). The Aviation Board has not undertaken to provide all information investors may desire to have in making decisions to hold, sell or buy the Series 2026 Refunding Bonds and has no obligation to provide any information subsequent to the delivery of the Series 2026 Refunding Bonds except as provided in the Continuing Disclosure Certificate.

The Aviation Board has entered into continuing disclosure undertakings (the "Prior Undertakings") with respect to Bonds previously issued under the Indenture. The Aviation Board has amended the Prior Undertakings to resolve certain inconsistencies and other issues therein and filed a notice of such amendments with the MSRB on March 10, 2023. Without a determination of materiality, the Aviation Board's independent annual audits for FY 2021, 2022, 2023, and 2024, and its operating data for FY 2024 were completed after the filing deadlines; accordingly, the Aviation Board filed a Failure To File Annual Report notice with the MSRB in each instance and subsequently filed the Annual Reports with the MSRB immediately following receipt thereof. Without a determination of materiality, the Aviation Board did not link the FY 2021 operating data filed on July 28, 2022 to the applicable CUSIPs for the Series 2018 CFC Rental Car Bonds and did not link the FY 2022 Annual Report filed on August 31, 2023, to all applicable CUSIPs for the Series 2023 A&B Bonds. The Aviation Board has since linked the FY 2021 operating data and FY 2022 Annual Report to all CUSIPs for the aforementioned series of bonds. Without a determination of materiality, the Aviation Board may not have included all operating data as required by its prior General Airport Revenue Bond undertakings in the filing of its FY 2021 operating data; however, the missing information has since been filed. Without a determination of materiality, the Aviation Board also did not disclose a three-year maturity extension of a Series 2017 Subordinate Obligation payable to Regions Bank that matured on October 1, 2022 but was extended to October 1, 2025 by a Series 2022 Subordinate Obligation on September 30, 2022; however, the Aviation Board has now filed a disclosure of such maturity extension with the MSRB.

The Aviation Board has established procedures to ensure proper filing of the reports and notices required by the Continuing Disclosure Certificate and its Prior Undertakings with the MSRB in the future. Furthermore, Act 463 of the 2014 Regular Session of the Louisiana Legislature, effective August 1, 2014, provides additional procedures designed to ensure compliance with the Continuing Disclosure Certificate by (i) requiring public entities, such as the Aviation Board, to keep certain records demonstrating compliance with the Continuing Disclosure Certificate, and (ii) mandating that the Aviation Board's auditor, as part of the preparation of the Aviation Board's annual financial audit, review the Aviation Board's compliance with its continuing disclosure undertakings and record keeping requirements.

MUNICIPAL ADVISOR

Frasca & Associates, LLC ("*Municipal Advisor*") serves as independent registered municipal advisor to the Aviation Board on matters relating to debt management. The Hackett Group serves as a subcontractor to the Municipal Advisor. The Municipal Advisor has provided advice as to the plan of financing and the structuring of the Series 2026 Refunding Bonds and has reviewed and commented on certain legal documentation, including this Official Statement. The advice on the plan of financing and the structuring of the Series 2026 Refunding Bonds was based on materials provided by the Aviation Board and other sources of information believed to be reliable. The Municipal Advisor has not audited, authenticated, or otherwise verified the information provided by the Aviation Board or the information set forth in this Official Statement or any other information available to the Aviation Board with respect to the appropriateness, accuracy or completeness of disclosure of such information or other information and no guarantee, warranty, or other representation is made by the Municipal Advisor respecting the accuracy and completeness of or any other matter related to such information contained in this Official Statement.

MISCELLANEOUS

The references, excerpts, and summaries of all documents referenced herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2026 Refunding Bonds, the security for the payment of the Series 2026 Refunding Bonds, and the rights and obligations of the holders thereof. Copies of the documents referred to herein are available for inspection at the office of the Aviation Board. Any statements made in this Official Statement involving matters of opinion, forecasts, or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the opinions, forecasts or estimates will be realized.

This Official Statement has been deemed to be final by the Aviation Board as of its date, within the meaning of the Rule, except for the permitted omissions under said Rule.

This Official Statement has been duly authorized by the Aviation Board and duly executed and delivered on its behalf by the official signing below.

NEW ORLEANS AVIATION BOARD

By: _____
James M. Williams, Chairman

APPENDIX A

MASTER DEFINITION LIST

I. GENERAL INDENTURE

"**Act**" shall mean collectively Article VI, Section 37 of the Louisiana Constitution of 1974, as amended, Part XIV of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, in particular Section 1034(D) and (F) thereof, together with other constitutional and statutory authority supplemental thereto, including without limitation La. R.S. 39:1430 and the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

"**Additional Bonds**" shall mean Bonds of the Board issued pursuant to Section 205 of the General Indenture.

"**Additional Security**" shall have the meaning set forth in Section 209 of the General Indenture and as may be provided through a Supplemental Indenture.

"**Airport**" means the Louis Armstrong New Orleans International Airport (formerly called Moisant Field) owned by the City and operated, administered, and maintained by the Board as it presently exists, including all lands, buildings, hangars, runways, shops or other aviation facilities, or other facilities related or appurtenant thereto, and any additions, extensions or improvements to said Airport hereafter made or acquired. The said term "Airport" shall not include Special Facilities as defined herein whether financed with the proceeds of "Special Facility Bonds" or not or pursuant to a "Special Facility Lease," as such terms are defined herein.

"**Airport Facility**" shall mean any portion or component of the Airport System, other than a Special Facility.

"**Airport Facilities**" shall mean collectively all and each of the portions and components of the Airport System other than a Special Facility.

"**Airport Operating Account**" shall mean the account of the Airport Operating Fund described in the General Indenture.

"**Airport Operating Fund**" shall mean the fund described in the General Indenture.

"**Airport System**" shall mean all airport and aviation facilities, or any interest therein, now or from time to time hereafter owned by the City and/or operated or controlled in whole or in part by the Board, together with all properties, facilities, and services thereof, and all additions, extensions, replacements, and improvements thereto, and all services provided or to be provided by the Board in connection therewith except any Special Facility. The Airport System shall include the Airport and the downtown heliport.

"**Applicable Series Resolution**" shall mean the resolution of the governing authority of the Board authorizing the issuance of a particular Series of Bonds, adopting the form of the Supplemental Indenture pursuant to which such series of Bonds shall be issued and authorizing the execution of such Supplemental Indenture.

"**Applicable Supplemental Indenture**" shall mean, with respect to any Series of Bonds, the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"**Arbitrage Rebate Fund**" shall mean the Fund described in the General Indenture.

"**Architect**" means any registered architect or firm of architects entitled to practice and practicing as such under the laws of the State and retained by the Board for the purpose of designing and supervising the construction, reconstruction, renovating or repair of properties comprising the Airport System.

"**Authorized Newspapers**" shall mean not less than two newspapers or financial journals of general circulation (or substantial circulation in the financial community), one in the City of New Orleans, Louisiana, and one in the Borough of Manhattan, City and State of New York, each customarily published at least once a day for at least five days (other than legal holidays) in each calendar week and printed in the English language.

"**Authorized Officer**" or "**Authorized Board Representative**" shall mean the Chairman of the Aviation Board of Commissioners of the Aviation Board, the Director of Aviation, or any other officer, official, employee, agent or other person authorized by resolution of the Aviation Board or the City, respectively, to act on behalf of said entity for any purpose of this General Indenture.

"**Aviation Consultant**" means any nationally recognized consultant or firm of consultants employed by the Aviation Board in accordance with the provisions of Section 606 of the General Indenture.

"**Bond Counsel**" shall mean any law firm nationally recognized as having experience with the issuance of tax-exempt debt by or on behalf of operators of airports served by scheduled commercial air carriers.

"**Board**" shall mean the New Orleans Aviation Board, an agency of the City created and established pursuant to Article V, Chapter 6, Section 5-602 of the Charter and as further recognized in Chapter 2 of Title 2 of the Louisiana Revised Statutes of 1950, as amended, or the successor thereto.

"**Bonds**" shall mean any of the New Orleans Aviation Board Revenue Bonds authenticated and delivered under the General Indenture as Secured Obligations, including without limitation the Initial Bonds, all Additional Bonds, Reimbursement Obligations arising with respect to items of Additional Secured constituting Secured Obligations as provided in the General Indenture but shall not include Subordinated Bonds or any other Subordinated Obligations(s).

"**Bondowner**," "**Owner**" or "**Registered Owner**" when used with reference to Bonds shall mean the registered owner of the Bonds from time to time as shown on the register for a particular Series of Bonds held by the Paying Agent for such Series of Bonds.

"**Bond Debt Service Requirement**" shall mean, for any period of calculation, the aggregate of the Debt Service Reserve Fund Requirement on all Bonds Outstanding during such period (not including principal due as a result of acceleration, optional redemption or as a result of purchase upon tender of any Tender Bonds).

"**Bond Year**" shall mean a 12-month period commencing with January 2, 2009, and each January 2 thereafter while any Bonds are Outstanding and ending on January 1 of the Next succeeding year provided that the first and last Bond Year for any Series of Bonds may be a longer of shorter period as required under the circumstances.

"**Business Day**" shall mean herein a day of the year on which banks located in the cities in which the Principal Offices of the Board, the Trustee, the Paying Agent, the Providers, and the Remarketing Agent are located, are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

"**Capitalized Interest Account**" shall mean the account by that name described in the General Indenture.

"**Capital Improvement**" shall mean any improvement to the Airport System or related facilities the cost of which would be properly chargeable to the capital account of the Board.

"**Capital Improvement Fund**" shall mean the fund described in the General Indenture.

"**CFC**" shall mean the per transaction or per diem customer facility charge expressed in dollars or as a percentage of gross rentals imposed by the Board through ordinance or resolution or resulting from agreement upon either (i) the lessors or (ii) the lessees of rental cars to be collected by those persons and entities engaging in the business of leasing cars to the public using the Airport whether located on the Airport or operating from an off Airport site to be remitted to the Board, its designee or assignee.

"**Charter**" shall mean the Home Rule Charter of the City adopted on May 1, 1954, as amended from time to time, and any home rule charter for the City replacing it.

"**City**" shall mean the City of New Orleans, Louisiana.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

"**Commercial Airlines Lease**" shall mean any Commercial Airlines Leases, Airline Use And Lease Agreement, or similar agreement providing for the use of the facilities and services of the Airport System made and entered into by and between the City of New Orleans, Louisiana (acting by and through the Board) and the commercial airlines operating at, from and out of the Airport, and in the event there is at any time no such lease then in existence, shall include the resolution or other proceedings adopted by the Board prescribing the effective rates and charges for the services, commodities and facilities of the Airport System.

"**Compound Interest Bonds**" shall have the meaning given such term in the General Indenture.

"**Cost**" as applied to any Capital Improvement, shall mean all or any part of the cost, paid by or on behalf of or reimbursable by or to the Board, of construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement, all lands, real and personal property, rights of way, water rights, air rights, franchises, easements and interests necessary or convenient therefor, the cost of any demolitions or relocations necessary in connection therewith, financing charges, interest prior to, during and for such period as the Board shall determine after the period of construction of such Capital Improvement on Bonds and bond anticipation notes or other obligations issued in whole or in part to finance such construction, architectural, engineering, financial and legal services, plans, specifications, appraisals, surveys, inspections, estimates of costs and revenues, and other expenses necessary or incident to determining the feasibility or practicality of such work, organizational, administrative, operating and other expenses prior to the commencement of and during such work, advance training of operating personnel and other expenses, including initial working capital, of completing such work and placing the same in operation, and any other item of "Cost" attributable to the construction, acquisition, alteration, reconstruction and remodeling of such Capital Improvement and placing the same in operation.

"**Cost of Issuance**" shall mean all items of expense directly or indirectly payable or reimbursable by or to the Board and related to the authorization, sale and issuance of Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Fiduciaries, legal fees and charges, underwriter's fees or other compensation, fees and disbursements of consultants and professionals, costs and expenses of refunding, accrued interest payable upon the initial investment of the proceeds of Bonds, premiums for the insurance of the payment of Bonds, fees, expenses and termination fees or costs incurred in connection with Swaps, fees and expenses payable in connection with any Additional Security or Reserve Asset, fees and expenses payable in connection with any remarketing agreements or interest rate indexing agreements and any other cost, charge or fee in connection with the original issuance of Bonds.

"**Costs of Issuance Account**" shall mean the account of the Proceeds Fund described in the General Indenture.

"**Counsel's Opinion**" shall mean an opinion signed by an attorney or firm of attorneys selected by the Board, the City or the Trustee respectively.

"**Debt Service Fund**" shall mean the fund so designated and created by the General Indenture.

"**Debt Service Fund Requirement**" shall mean, as of any particular date of computation, the amount of money obtained by aggregating the several sums, computed with respect to the Bonds of each Series outstanding, of (i) any unpaid interest due on such Bonds at or before said date and an amount equal to the product realized by multiplying the next succeeding installment of interest on such Bonds by a fraction the numerator of which is the number of months or portion of months which have elapsed since the next preceding date to which interest has been paid or, if there be no such date, the date of issuance of such Bonds and the denominator of which is the number of months between the next preceding date to which interest has been paid or, if there has been no such date, the date of issuance of such Bonds and the next succeeding interest payment date and with regard to Variable Rate Bonds if at the time of any such calculation the rate of interest for such period is not known, at the rate for the Pro Forma Bond Issue, (ii) the principal amount of any such Bonds matured and unpaid at or before said date, (iii) with respect to any Principal Installment of any Bonds not included in (iv) above, but payable on the next succeeding Principal Installment payment date other than by reason of acceleration or redemption at the option of the Board or the Registered Owner of any Bonds, an amount equal to the product realized by multiplying the next succeeding Principal Installment due on such Bonds by a fraction the numerator of which is the number of months or portion of months which have elapsed since the next preceding Principal Installment payment date on which principal was paid or if there be no such date with respect to such Bonds, the date twelve months prior to the first Principal Installment payment date, or, if later,

the date of issuance of such Bonds, unless some other date is provided for in the Applicable Supplemental Indenture, and the denominator of which is the number of months between the next preceding Principal Installment payment date on which principal was paid or, if there has been no such date, the later of the date twelve months prior to the first Principal Installment payment date or the date of issuance of the Bonds, and the next succeeding Principal Installment payment date and (iv) any unpaid sum due by the Board in regard to any Swap at or before such date and an amount equal to the product realized by multiplying the next succeeding payment payable by the Board with respect to such Swap by a fraction the numerator of which is the number of months or portions of months which have elapsed since the next preceding date on which a payment was scheduled to be made by or to the Board with regard to such Swap or, if there has been no such date, the date of commencement of payment obligations under such Swap and the denominator of which is the number of months between the next preceding date on which the Board was scheduled to make or receive a payment regarding such Swap or, if there has been no such date, the date of commencement of payment obligations under such Swap and the next succeeding date on which the Board will be scheduled to make or receive a payment regarding said Swap, LESS an amount equal to the product realized by multiplying the next succeeding payment due to be made by the Swap Party to the Board by a fraction the numerator of which is the number of months or portions of months which have elapsed since the next preceding date on which a payment was scheduled to be made by or to the Swap Party or, if there has been no such date, the date of commencement of payment obligations under such Swap and the denominator of which is the number of months between the next preceding date on which the Swap Party was scheduled to make or receive a payment regarding such Swap or, if there has been no such date, the date of commencement of payment obligations under such Swap and the next succeeding date on which the Swap Party will be scheduled to make or receive a payment regarding such Swap. Any Non-issuance Swap Term-out Payment shall be included in the calculation of Debt-Service Fund Requirement only to the extent provided within and in accordance with the provisions of the Swap with respect to which such Non-issuance Swap Term-out Payment is due. If any payment due pursuant to a Swap is a variable amount to be determined in accordance with any index or other method for the purposes of calculating such amount unless otherwise provided in the Supplemental Indenture or resolution authorizing such Swap, such payment, if unknown, shall be assumed to be equal in amount to the last such variable payment made pursuant to such Swap or due pursuant to such Swap or, if no such payment has yet been made or due, shall be assumed to be equal in amount to the payment that would have been required during the immediately preceding appropriate period of time.

"**Debt Service Reserve Fund**" or "**Reserve Fund**" shall mean the fund so designated and created by the General Indenture.

"**Debt Service Reserve Fund Requirement**," "**Reserve Fund Requirement**" or "**Reserve Requirement**" shall mean, with respect to Reserve Bonds (there being no Reserve Fund Requirement for Bonds, Dual Bonds, Additional Bonds or Subordinated Bonds which have not been designated by the Board as Reserve Bonds), as of any particular date of computation, the amount specified in the Supplemental Indenture providing for any Series of Reserve Bonds; PROVIDED HOWEVER with respect to any Series of Tax-Exempt Reserve Bonds, the Debt Service Reserve Fund Requirement shall not exceed the maximum amount permitted under the Code and the regulations promulgated thereunder as a reasonable required reserve fund.

"**Defeasance Obligations**" shall mean:

A. Cash
B. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series — "SLGS").
C. Direct obligations of the Treasury which have been stripped by the Treasury itself.
D. Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
E. Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by Standard & Poor's. If, however, the issue is only rated by Standard & Poor's (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
F. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

1. U.S. Export-Import Bank (Eximbank)
   Direct obligations or fully guaranteed certificates of beneficial ownership

2. Farmers Home Administration (FmHA)
   Certificates of beneficial ownership

3. General Services Administration
   Participation certificates

4. U.S. Maritime Administration
   Guaranteed Title XI financing

5. U.S. Department of Housing and Urban Development (HUD)
   Local Authority Bonds

"**Depository**" or "**Depository Banks**" means any bank or banks located in the City and designated as a City depository or City depositories under the Charter of the City and into which the monies of the treasury of the Board are deposited constituting Revenues of the Airport System.

"**Director of Finance**" or "**Director of Finance of the City**" means the single executive heading the Department of Finance pursuant to the Charter.

"**Discount Bonds**" shall have the meaning given such term in the General Indenture.

"**Event of Default**" shall mean any event specified in Section 701 of the General Indenture.

"**FAA**" shall mean the Federal Aviation Administration.

"**FAA Grant**" shall mean a grant in aid by the FAA to the Board for the benefit of the Airport.

"**Favorable Tax Opinion**" shall mean an opinion of Bond Counsel acceptable to the Board and the Trustee to the effect that any proposed action or inaction will not adversely affect the exclusion of the interest on any Tax-Exempt Bonds from gross income for federal income tax purposes.

"**Fiduciary**" shall mean any Trustee or any Paying Agent

"**Fiscal Year**" shall mean the period beginning on January 1 of any calendar year and ending on December 31 of such calendar year or such other period of twelve calendar months as may be authorized by the Board.

"**Fitch**" shall mean the credit rating agency known by such name which is a wholly owned subsidiary of Fimalac, S. A. and any credit rating agency which is a successor thereto.

"**Funded Debt Service Reserve Fund Requirement**" shall mean, as of any particular date of computation, an amount equal to the Debt Service Reserve Fund Requirement less the stated and unpaid amounts of all Reserve Asset relating to Bonds.

"**Funds and Accounts**" shall mean the funds and accounts created by the General Indenture or any Supplemental Indenture.

"**General Airport Revenues**" shall mean the Revenues derived from the operation of the Airport System not including the items which are initially excluded from such definition (as defined herein below) such excluded items being Passenger Facility Charge (PFC) revenues excluded by item (iii) of the exclusions from such definition, Customer Facility Charge (CFC) revenues excluded by item (v) of the exclusions from such definition, and Special Facility Revenues.

"**General Indenture**" shall mean the General Revenue Bond Trust Indenture by and among the Board, the City and the Trustee dated as of February 1, 2009, as supplemented and amended from time to time.

"**General Purposes Account**" shall mean that account of the Airport Operating Fund created pursuant to the General Indenture.

"**General Purposes Account Requirement**" shall mean as of any particular date of computation with respect to the Bonds an amount to be specified, if any, in the Commercial Airlines Leases, if any.

"**Grant Receipt Fund**" shall mean the fund described the General Indenture.

"**hereunder,**" "**hereby**," "**hereof**," and any similar terms refer to the General Indenture as a whole; the term "**heretofore**" shall mean before the effective date of the General Indenture; and the term "**hereafter**" shall mean after the effective date of the General Indenture.

"**Interest**" with respect to any Bond, shall mean the stated interest payment thereon or such other amount payable on any Compound Interest Bond or Discount Bond designated as interest pursuant to an Applicable Supplemental Indenture.

"**Interest Payment Date**" shall mean the dates for the payment on interest on any Bonds as provided in the applicable Supplemental Indenture.

"**Major Portion**" shall mean, for purposes of Section 603 (6) of the General Indenture, any Airport Facilities or portions thereof which, if the governance or ownership of such facilities had been voluntarily transferred, sold or disposed of by the City and/or the Board or taken by eminent domain proceedings at the beginning of an annual period which includes the month of commencement of the 12-month period ending on the day of such disposition or taking would have resulted in a reduction in Net Revenues for such annual period of more than 50% when the actual Net Revenues for such annual period are decreased by the Revenues directly attributable to such Airport Facilities and increased by the expenses of the Board directly attributable to such Airport Facilities. The Board shall notify each Rating Agency which then maintains a rating on any of the Bonds, prior to voluntarily transferring the governance, selling or disposing of a Major Portion of any Airport Facilities or portions thereof and upon it becoming aware of any proposed or actual eminent domain proceedings.

"**Maximum Annual Debt Service**" shall mean as of any computation date the maximum Bond Debt Service Requirement payable in the current or any future Bond Year.

"**Maximum Rate**" shall have the meaning set forth in the General Indenture.

"**Mayor**" shall mean the Mayor or Chief Executive Officer of the City.

"**Moody's**" shall mean Moody's Investors Service and any credit rating agency which is a successor thereto.

"**Net PFC Revenues**" shall mean all passenger facility charges collected from passengers for the use of the Airport pursuant to 14 Code of Federal Regulations Part 158 and approved by the FAA in the Approval and all future Approvals after deducting all collection compensation due to the Carriers or other entities pursuant to Section 158.53 of 14 Code of Federal Regulations Part 158 including such amounts authorized in future Approvals, including any interest earned thereon after receipt by the Board.

"**Net Revenues**" means all revenues from the use and operation of the Airport System as described in the definition of Revenues contained herein, after they have been deducted from the Operation and Maintenance Expenses of the Airport System.

"**NOAB Wire Account**" shall mean the account of the Board acknowledged and referred to in the General Indenture.

"**Non-Borrowed Capital Budget**" shall mean the amount of Revenues reflected in the budget of the Airport System for any Fiscal Year prepared in accordance with the provisions of Section 606 of the General Indenture to be used to pay Costs of Capital Improvements.

"**Non-issuance Swap Term-out Payment**" shall mean with respect to any particular Swap, the meaning set forth in such Swap.

"**Operation and Maintenance Expenses**" shall mean the current expenses of operation, maintenance, and current repair of the Airport System and other Aviation facilities or the Board, and shall include, without limiting the generality of the foregoing, insurance premiums, salaries and administrative expenses of the Board, labor, the cost of materials and supplies used for current operation, the cost of audits, Aviation Consultant, legal, engineering or architectural services required by the provisions of the General Indenture, fees and other amounts due pursuant to any Credit Facility or Liquidity Facility (other than as to Providers as Owners of Bonds), amounts payable pursuant to final judgments rendered against the Board by a court of proper jurisdiction and venue; and charges for the accumulation of appropriate reserves not annually recurrent but which are sure or may be incurred in accordance with sound accounting practice. There shall be included within the term Operation and Maintenance Expenses for the purpose hereof the amounts required to be paid into the Operation and Maintenance Reserve Fund and the Renewal and Replacement Reserve Fund Required pursuant to items (f) and (g) of Paragraph 2 of Section 505 of the General Indenture. "Operation and Maintenance Expenses" shall not include any allowance for depreciation, renewals or extensions or any charges for the accumulation of reserves for capital replacements, renewals or extensions.

"**Operation and Maintenance Reserve Fund**" means the fund described in Section 509 of the General Indenture.

"**Operation and Maintenance Reserve Fund Requirement**" shall mean, as of any particular date of computation with respect to the Bonds, an amount at least equal to 1/6th of the "Operation and Maintenance Expenses" reflected in the most current calculation of rates and charges as prepared by the Aviation Consultant.

"**Outstanding**," when used with reference to Bonds, shall mean as of a particular date, all Bonds theretofore and thereupon being authenticated and delivered except any Bond cancelled by the Board or a Fiduciary at or before said date, any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to the General Indenture and Bonds deemed to have been paid as provided in the General Indenture, Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Indenture or by law and when used with reference to a Swap, shall mean any Swap executed by the Board and a Swap Party which has not terminated.

"**Owner(s)**" shall mean Bondowners.

"**PFC**" shall mean any Passenger Facility Charge collected from persons for the use of the Airport pursuant to 14 C.F.R. § 158.

"**PFC General Indenture**" shall mean that certain PFC General Revenue Bond Trust Indenture among the Board, the City, and J.P. Morgan Trust Company, N.A., as trustee, which has been succeeded in function by J.P. Morgan Mellon Trust Company, N.A., dated as of November 1, 2007.

"**Paying Agent**" or "**Paying Agent/Registrar**" shall mean the paying agent appointed in accordance with the General Indenture for any series of Bonds, and its successors which may at any time be substituted in its place pursuant to the General Indenture, any such Fiduciary to be appointed in a Supplemental Indenture.

"**Period of Construction**" shall have the meaning set forth in the General Indenture.

"**Permitted Investments**" shall mean any of the following securities to the extent permitted by applicable law:

(1) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TGRS) or obligations, the principal of and interest on, which are unconditionally guaranteed by the United States of America.

(2) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of

the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

a. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership

b. Farmers Home Administration (FHA)
Certificates of beneficial ownership

c. Federal Financing Bank

d. Federal Housing Administration Debentures (FHA)

e. General Services Administration
Participation certificates

f. Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
(not acceptable for certain cash-flow sensitive issues.)

g. U.S. Maritime Administration
Guaranteed Title XI financing

h. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds

(3) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

a. Federal Home Loan Bank System
Senior debt obligations

b. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") Participation Certificates
Senior debt obligations

c. Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations

d. Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations

(4) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by Standard & Poor's of AAAm-G; AAAm; or AAm.

(5) Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

(6) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC or FSLIC.

(7) Investment Agreements, including GIC's, acceptable to the applicable Credit Provider.

(8) Commercial paper rated, at the time of purchase, "Prime – 1" by Moody's and "A-1" or better by Standard & Poor's.

(9) Bonds or notes issued by any state or municipality which are rated by Moody's and Standard & Poor's in one of the two highest rating categories assigned by such agencies.

(10) Federal funds or banker's acceptances with a maximum term of one year of any bank which has an unsecured, uninsured, and unguaranteed obligation rating of "Prime – 1" or "A3" or better by Moody's and "A-1" or "A" or better by Standard & Poor's.

(11) Repurchase agreements provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Board, the City, or a Fiduciary (buyer/lender) and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Board, the City, or a Fiduciary in exchange for the securities at a specified date. Repurchase Agreements must satisfy the following criteria or be approved by the appropriate Credit Provider.

a. Any Repurchase Agreements must be between the Board, the City or a Fiduciary and a dealer bank or securities firm which are:

(i) Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by Standard & Poor's and Moody's, or

(ii) Banks rated "A" or above by Standard & Poor's and Moody's.

b. The written Repurchase Agreement contract must include the following:

(i) Securities which are acceptable for transfer are:

(1) Direct U.S. governments, or

(2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(ii) The term of the Repurchase Agreement may be up to 30 days

(iii) The collateral must be delivered to the Board, the City or a Fiduciary, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(iv) Valuation of Collateral

(1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest

(a) The value of collateral must be equal to 104% of the amount of cash transferred by the Board, the City, or a Fiduciary to the dealer bank or security firm under the Repurchase Agreement plus accrued interest. If the value of securities held as collateral

slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

c. Legal opinion which must be delivered to the Board, the City, or a Fiduciary:

(i) The Repurchase Agreement meets guidelines under state law for legal investment of public funds.

"**Principal Amount**" with respect to any Bond, shall mean the stated principal thereon or such other amount payable on any Compound Interest Bond or Discount Bond designated as principal pursuant to an Applicable Supplemental Indenture.

"**Principal Installment**" shall mean, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this General Indenture of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus the amount of any Sinking Fund Payment payable at or before said future date for the retirement of any Outstanding Bonds of said Series.

"**Proceeds Fund**" shall mean the fund so denominated described in the General Indenture.

"**Pro Forma Bond Issue**" shall have the meaning given such term in the General Indenture.

"**Pro Forma Rate Agent**" shall have the meaning set forth in the General Indenture.

"**Project**" shall mean the undertaking to be accomplished with the proceeds of any series of Bonds, including without limitation, the acquisition and construction of tangible or intangible items and the refinancing of any debt of the Board or debt of the City relating to the Board or the Airport System.

"**Project Account**" shall mean the account so denominated of the Proceeds Fund described in the General Indenture.

"**Provider(s)**" shall mean any entity providing any item of Additional Security.

"**Purchase Price**" shall mean the total sum due the owners of any Tender Bond tendered for purchase pursuant to the provision of the Applicable Supplemental Indenture.

"**Rates and Rentals**" shall mean, collectively, the rates, fees, rentals or other charges for the services, facilities, and commodities of the Airport System as such term is used in Section 604 of the General Indenture and throughout the General Indenture.

"**Rating Agency**" shall mean Fitch Ratings and Standard & Poor's and Moody's or any other nationally recognized credit rating agency which has issued and maintains a rating on any of the Bonds at the request of the Board.

"**Redemption Fund**" shall mean the fund described in the General indenture.

"**Redemption Price**" shall mean, with respect to any Bond, the principal amount thereof plus the premium, if any, payable upon redemption thereof.

"**Released Revenues**" shall mean Revenues in respect of which the Trustee has received the following:

(a) a request of an Authorized Officer describing those Revenues and requesting that those Revenues be excluded from the pledge and lien of the General Indenture on Revenues;

(b) an Aviation Consultant's certificate or report based upon reasonable assumptions, to the effect that Revenues, after the Revenues covered by the Authorized Officer's request are excluded for each of the five full Fiscal Years following the Fiscal Year in which such certificate or report is delivered, will be sufficient to enable the Board to satisfy the coverage covenant set forth in the General Indenture in each of those five Fiscal Years;

(c) a Bond Counsel's opinion to the effect that (i) the conditions set forth in the General Indenture to the release of those Revenues have been met and (ii) the exclusion of those Revenues from the pledge and lien of the Indenture will not, in and of itself, cause the interest on any outstanding Tax-exempt Bonds to be included in gross income from purposes of federal income taxation; and

(d) written confirmation from each of the Rating Agencies to the effect that the exclusion of those Revenues from the pledge and lien of this Indenture will not cause a withdrawal or reduction in any unenhanced rating then assigned to any Bonds or Subordinated Bonds or other Secured Obligations or Subordinated Obligations.

Upon the Trustee's receipt of those documents, the Revenues described in the Authorized Officer's request shall be excluded from the pledge and lien of this Indenture, and the Trustee shall take all reasonable steps requested by the Authorized Officer to evidence or confirm the release of that pledge and lien on the Released Revenues.

"**Reserve Asset(s)**" shall mean an instrument providing for the payment of sums for the payment of principal and interest on any particular Series of Reserve Bonds and the scheduled payment obligations of the Board pursuant to a Swap (but not any Swap termination payments) in the manner provided under the General Indenture in one or more of the following forms:

(1) an irrevocable, unconditional, and unexpired surety bond or letter of credit issued or confirmed by a banking institution, the long term unsecured debt obligations of which are rated on the date of delivery of such instrument within the three highest rating categories generally available to banking institutions by one or more of Fitch Ratings, Moody's, or Standard & Poor's; or

(2) an irrevocable and unconditional policy or policies of insurance in full force and effect and issued by a municipal bond insurer, obligations insured by which are rated on the date of delivery of such policy, by reason of such insurance, within the three highest rating categories available to insurers generally issuing such insurance by one or more of Fitch Ratings, Moody's, Standard & Poor's, or A.M. Best Company;

(3) The obligation to reimburse the issuer of a Reserve Asset credit instrument for any fees, expenses, claims, or draw upon such Reserve Asset credit instrument shall be subordinate to the payment of debt service on the Reserve Bonds. The right of the issuer of a Reserve Asset credit instrument to payment or reimbursement of its fees and expenses shall be subordinated to cash replenishment of the Reserve Fund, and, subject to the second succeeding sentence, its right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the Reserve Fund. The Reserve Asset credit instrument shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Asset credit instrument to reimbursement will be further subordinated to cash replenishment of the Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Asset credit instrument and the amount then available for further draws or claims. If (i) the issuer of a Reserve Asset credit instrument becomes insolvent or (ii) the issuer of a Reserve Asset credit instrument defaults in its payment obligations thereunder or (iii) the claims-paying ability of the issuer of the insurance policy or surety bond falls below the third highest rating category one or more of Fitch Ratings, Moody's, Standard & Poor's, or A.M. Best Company then the obligation to reimburse the issuer of the Reserve Asset credit instrument shall be subordinate to the cash replenishment of the Reserve Fund should the Board determine to replace such Reserve Asset with a cash Funded Reserve Requirement.

(4) If (i) the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or (ii) the rating of the claims paying ability of the issuer of the surety bond or insurance policy falls below the third highest rating category of one or more of Fitch Ratings, Moody's, Standard & Poor's, or A.M. Best Company, the Board may at its sole option (a) elect to not replace the subject Reserve Asset and not replace it with a cash Funded Reserve Requirement (b) deposit into the Reserve Fund an amount sufficient to cause the cash or permitted investments on deposit in the Reserve Fund to equal the Debt Service Reserve Fund Requirement on the applicable Series of Reserve Bonds, such amount to be paid over the ensuing five years in equal installments deposited at least semiannually or (c) replace such instrument with a surety bond, insurance policy or letter of credit meeting the requirements in either of 1-2 above within six months of such occurrence.

(5) Where applicable, the amount available for drawings or claims under the Reserve Asset credit instrument may be reduced by the amount of cash or Permitted Investments deposited in the Account of the Reserve Fund for the applicable Series of Reserve Bonds pursuant to the preceding subparagraph.

(6) If the Board chooses the above described alternatives to a cash-funded Reserve Fund for any particular Series of Reserve Bonds, any amounts owed by the Board to the issuer of such credit instrument as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in any calculation of Debt Service Reserve Fund Requirement required to be made pursuant to the General Indenture for any purpose, e.g., rate covenant or additional bonds test.

(7) The Trustee shall ascertain the necessity for a claim or draw upon the Reserve Asset credit instrument and provide notice to the issuer of the Reserve Asset credit instrument in accordance with its terms not later than three days (or such longer period as may be necessary depending on the permitted time period for honoring a draw under the Reserve Asset credit instrument) prior to each interest payment date.

(8) Cash on deposit in the applicable account of the Reserve Fund for any particular Series of Reserve Bonds shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Asset credit instrument. If and to the extent that more than one Reserve Asset credit instrument is deposited in the applicable Account of the Reserve Fund for any particular Series of Reserve Bonds, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

"**Reserve Bond(s)**" shall mean any Bonds, Dual Bonds, Additional Bonds, or Subordinated Bonds for which a Reserve Fund Requirement is made applicable by the Series Resolution providing therefor.

"**Revenues**" and "**Revenues of the Airport System**" shall mean all revenues derived by the Board from the use and operation of the Airport System, excluding (i) Special Facility Revenues except after the payment of any Special Facility Bonds used to finance such Special Facility as permitted by the General Indenture, (ii) any gifts, grants or other amounts, the use of which is restricted by the donor or grantor or by law or regulation, (iii) the proceeds of any passenger facility charge or other per passenger charge defined in the General Indenture as the "PFC" established by the Board for use by the Board (iv) any sums received by the Board or the City from the State or the United States of America, including the avails of any tax, (v) the proceeds of any rental car customer facility charge defined as the "CFC" in the General Indenture, (vi) any Released Revenues, (vii) interest accruing on, and any profit resulting from the investment of monies in any fund or account of the Board that is not available by agreement or otherwise for deposit into the Operation Fund, (viii) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (ix) the proceeds of any condemnation awards, and (x) security deposits and the proceeds of the sale of any property constituting all or any portion of the Airport; PROVIDED HOWEVER the Board may in the future pledge any CFC, PFC, or Released Revenues as additional security for one or more series of Bonds, Subordinated Bonds or Swaps or other obligations issued hereunder. The amount of any such pledged CFC, PFC or Released Revenues deposited into any one of the Airport Operating Accounts, the Debt Service Fund, or any account or sub-account created under the General Indenture or created by a Supplemental Indenture shall constitute

Revenues. Without limiting the generality of the foregoing, "Revenues" include all the income from the ownership and operation of the Airport System including landing fees and charges, ground rentals, space rentals in buildings, charges of every character made to concessionaires, all fees received by the Board or the City on account of the operation of limousines and taxi-cabs to and from any Airport System facility, earnings from the operation of the parking facilities, earnings on the investments of the Board including, without limitation, investment earnings of proceeds of the Bonds, except as specifically excluded in items (i) through (x) above.

"**Secured Obligations**" shall mean, collectively, any Bonds and Additional Bonds, and any Swap secured by a first lien pledge of the Revenues of the Airport System issued pursuant to the provisions of the General Indenture and shall be measured for the purposes of voting or counting consents (i) as to Bonds by Outstanding principal amount or (ii) as to Swaps by an amount equal to 30% of the Outstanding notional amount of each Swap.

"**Secured Obligees**" shall mean any Secured Obligation, including, without limitation, any Owner of Outstanding Bonds and any Swap Party pursuant to an Outstanding Swap.

"**Series**" when used with respect to less than all of the Bonds, shall mean such Bonds designated as a Series of Bonds pursuant to a Supplemental Indenture.

"**Series Resolution**" shall mean the resolution of the governing authority of the Board authorizing the issuance of any Series of Bonds, approving the form, and authorizing the execution of the applicable Supplemental Indenture.

"**Significant Portion**" shall mean, for purposes of the General Indenture, any Airport Facilities or portions thereof which, if such facilities had been sold or disposed of by the City and/or the Board at the beginning of an annual period which includes the month of commencement of the 12-month period ending on the day of such disposition, would have resulted in a reduction in Net Revenues for such annual period of more than 4% when the actual Net Revenues for such annual period are decreased by the Revenues directly attributable to such Airport Facilities and increased by the expenses of the Board directly attributable to such Airport Facilities. The Board shall notify each Rating Agency which then maintains a rating on any of the Bonds prior to the selling or disposing of a Significant Portion of any Airport Facilities or portions thereof.

"**Signing Parties**" shall mean those parties designated to execute the Bonds by the Applicable Supplemental Indenture.

"**Sinking Fund Payment**" shall mean, as of any particular date of computation and with respect to Bonds of a particular Series, the amount of money required by any Supplemental Indenture to be paid by the Board on a single future date for the retirement of any Outstanding Bonds of said Series which mature on or after said future date, but does not include any amount payable by the Board by reason of the redemption of Bonds at the election of the Board.

"**Special Facility**" shall mean any existing or planned facility, structure, equipment, or other property, real or personal, which is or is to be located at the Airport or a part of any facility or structure located at the Airport and is designated as such by the Board as more fully provided in Section 801 of the General Indenture financed with Special Facility Bonds.

"**Special Facility Bonds**" shall have the meaning set forth in the General Indenture.

"**Special Facility Lease(s)**" shall mean a lease of a Special Facility or a portion of a Special Facility.

"**Special Facility Revenues**" shall mean the revenues earned or paid to the Board from or with respect to any Special Facility and designated as such by the Board.

"**Special Receipts Fund**" shall mean that fund described in the General Indenture.

Standard & Poor's" shall mean Standard & Poor's U. S. Finance Ratings and any credit rating agency which is a successor thereto.

"**State**" shall mean the State of Louisiana.

"**Subordinated Bonds**" shall mean any Bonds issued pursuant to the provisions of the General Indenture.

"**Subordinated Obligation(s)**" shall mean any obligation for the payment of money of the Board incurred or issued pursuant to the provisions of the General Indenture which are secured by a lien on the Revenues and the Trust Estate on a subordinated or inferior basis to the first lien pledge of such items to Secured Obligations.

"**Supplemental Indenture**" shall mean any supplemental or amending trust indentures supplementing or amending the General Indenture by and between the Board, the City, and any financial institution, as trustee, executed in connection with the issuance of any Series of Bonds issued as Initial Bonds or Additional Bonds authorized pursuant hereto, which provides the details for such Additional Bonds including the provisions regarding determining the Variable Rates, purchase and remarketing of Tender Bonds and providing Additional Security for such Additional Bonds pursuant to Section 209 of the General Indenture.

"**Swap**" or "**Swaps**" shall mean an interest rate swap agreement executed by the Board payable from and secured by the Trust Estate and the Revenues of the Airport System.

"**Swap Party**" or "**Swap Parties**" shall mean the entity which enters any Swap with the Board and any assignee thereof and, collectively, all such entities pursuant to all Outstanding Swaps.

"**Swap Revenues**" shall mean the sums of money due to be paid by the Swap Party to the Board pursuant to any Swap subject to any netting of payments provided by the applicable Swap.

"**Tax Certificate**" shall mean the Tax Certificate, concerning certain matters pertaining to the use of proceeds of a particular Series of Tax-Exempt Bonds executed and delivered by the Board and the Trustee on the date of issuance of a particular Series of Tax-Exempt Bonds, including any and all exhibits attached thereto.

"**Tax-Exempt Bonds**" means any series of Bonds which, when issued, are accompanied by an Opinion of Bond Counsel to the effect that the interest thereon is excluded from gross income for federal income tax purposes.

"**Tender Bonds**" shall have the meaning given such term in the General Indenture.

"**Trust Estate**" shall mean all items granted as security for and pledged to the payment of Outstanding Bonds issued pursuant to the General Indenture.

"**Trustee**" means any trustee appointed in accordance with Section 901 of the General Indenture and any successor or successors to any thereof.

"**Variable Rate Bonds**" shall have the meaning given such term in the General Indenture.

"**Vendor Payment Fund**" shall mean that fund described in the General Indenture.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. TWELFTH SUPPLEMENTAL INDENTURE

"**Accounts**" shall mean the accounts referred to or established pursuant to the Twelfth Supplemental Indenture.

"**Act**" shall mean Part XIV of Chapter 4 of Subtitle II of Title 39 of the Revised Statutes of Louisiana of 1950, as amended, (La. R.S. 39:1034 (D) and (F), together with the constitutional and statutory authority supplemental thereto, including without limitation, Chapter 13 of Title 39 (La. R.S. 39:1421 through 1430, inclusive) and Chapter 14-A of Title 39 (La. R.S. 39:1444 through 1456, inclusive) of the Louisiana Revised Statutes of 1950, as amended.

"**Authorized Board Representative**" shall mean the Chairman, or in his absence the Vice Chairman, the Director of Aviation, or acting Director of Aviation, or in the absence thereof, any of the Deputy Directors of Aviation of the Aviation Board.

"**Authorized Denominations**" shall mean $5,000 or any integral multiple thereof.

"**Beneficial Owner**" shall have the meaning referred to in the Twelfth Supplemental Indenture.

"**Bondowners**," "**Owners**," or "**Registered Owners**" shall mean the person in whose name any Series 2026 Bond is registered on the records maintained by the Trustee as paying agent registrar.

"**Bond Resolution**" shall mean the Resolutions adopted by the Board on May 21, 2026 and July 16, 2026, providing for the issuance of the Series 2026 Refunding Bonds.

"**Bonds**" shall mean any bonds secured by a first lien parity pledge of the Net Revenues pursuant to the General Indenture, including without limitation, the Outstanding Series 2017 Bonds, Series 2019 Bonds, Series 2023 Bonds, Series 2024 Bonds, and Series 2026 Refunding Bonds issued under the General Indenture.

"**City**" shall mean the City of New Orleans, Louisiana.

"**Council**" shall mean the City Council of New Orleans, Louisiana.

"**Debt Service Reserve Fund Requirement**" or "**Reserve Fund Requirement**" for the Series 2026 Refunding Bonds shall mean the least of:

(A) the Maximum Annual Debt Service coming due in any Fiscal Year with respect to the Bonds;

(B) 125% of average annual Bond Debt Service Requirement on all Bonds Outstanding; or

(C) 10% of the principal amount of Bonds;

calculated as of the issuance date of the Series 2026 Refunding Bonds, $_____ on _____, and thereafter recalculated upon any refunding of less than all the Outstanding Bonds. In such case, the Reserve Fund Requirement for the un-refunded Outstanding Bonds and the Series of Refunding Bonds which refunded a portion of the Bonds may be calculated on the basis of a single Reserve Fund Requirement for both the applicable Series of Refunding Bonds and the un-refunded Outstanding Bonds. However, in no event shall the Reserve Fund Requirement calculated or recalculated at the times required above exceed the maximum amount permitted under the Code and the regulations promulgated thereunder as a reasonable required reserve with respect to Tax-exempt Bonds.

"**Default Interest**" shall have the meaning set forth in the Twelfth Supplemental Indenture.

"**DTC**" shall mean The Depositary Trust Company.

"**Event of Default**" shall mean any one of the Events of Default as described in the General Indenture.

"**GARB(s)**" shall mean the Outstanding Series 2017 Bonds, the Outstanding Series 2019 Bonds, the Outstanding Series 2023 Bonds, the Outstanding Series 2024 Bonds, and the Outstanding Series 2026 Refunding Bonds issued and Outstanding pursuant to the General Indenture.

"**General Indenture**" shall mean the General Revenue Bond Trust Indenture among the Aviation Board, the City, and the Trustee dated as of February 1, 2009, as supplemented and amended by Supplemental Indentures, through the Twelfth Supplemental Indenture.

"**Interest Payment Date**" shall mean each January 1 and July 1, commencing July 1, 2027.

"**Mayor**" shall mean the Mayor or Chief Executive Officer of the City.

"**PFC**" shall mean any Passenger Facility Charge collected from persons for the use of the Airport pursuant to14 C.F.R. § 158.

"**PFC Indenture**" shall mean the General Revenue Bond Trust Indenture relating to passenger facility charges among the Issuer, the City, and the Trustee dated as of November 1, 2007.

"**PFC Trustee**" shall mean The Bank of New York Trust Company, N. A. as trustee under the PFC Indenture and any successor trustee in interest thereunder.

"**Principal Office**" shall mean those offices set forth in Section 14.02 of the Twelfth Supplemental Indenture.

"**Rating Agency**" shall mean the company or companies whose ratings of taxable and tax-exempt bonds are nationally recognized and accepted as indicators of the investment qualities of such bonds and which has or have assigned a rating to the Bonds, initially Fitch Ratings, Moody's Investor Services and Standard and Poor's Public U.S. Public Finance Ratings.

"**Regular Record Date**" shall mean the fifteenth day of the month next preceding any Interest Payment date, whether such day is a Business Day or not.

"**Series 2017 Bonds**" shall mean the Series 2017A Bonds, the Series 2017B Bonds, and the Series 2017D-2 Bonds.

"**Series 2017A Bonds**" shall mean the Outstanding New Orleans Aviation Board Refunding Bonds (North Terminal Project), Series 2017A (Non-AMT).

"**Series 2017B Bonds**" shall mean the Outstanding New Orleans Aviation Board Refunding Bonds (North Terminal Project), Series 2017B (AMT).

"**Series 2017D-2 Bonds**" shall mean the Outstanding New Orleans Aviation Board Refunding Bonds, Series 2017D-2 (AMT).

"**Series 2019 Bonds**" shall mean the Outstanding New Orleans Aviation Board Refunding Bonds (Gulf Opportunity Zone Projects) Series 2019 (Non-AMT).

"**Series 2023 Bonds**" shall mean the Series 2023A Bonds and the Series 2023B Bonds.

"**Series 2023A Bonds**" shall mean the Outstanding New Orleans Aviation Board General Airport Revenue Bonds, Series 2023A (Non-AMT).

"**Series 2023B Bonds**" shall mean the Outstanding New Orleans Aviation Board General Airport Revenue Bonds, Series 2023B (AMT).

"**Series 2024 Bonds**" shall mean the outstanding Series 2024A Bonds, the Series 2024B Bonds, and the Series 2024C Bonds.

"**Series 2024A Bonds**" shall mean the New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2024A (Non-AMT).

"**Series 2024B Bonds**" shall mean the New Orleans Aviation Board General Airport Revenue Bonds, Series 2024B (AMT).

"**Series 2024C Bonds**" shall mean the Series 2024C-1 Bonds, Series 2024C-2 Bonds, and Series 2024C-3 Bonds.

"**Series 2024C-1 Bonds**" shall mean the New Orleans Aviation Board General Airport Revenue Bonds, Series 2024C-1 (Non-AMT).

"**Series 2024C-2 Bonds**" shall mean the New Orleans Aviation Board General Airport Revenue Bonds, Series 2024C-2 (AMT).

"**Series 2024C-3 Bonds**" shall mean the New Orleans Aviation Board General Airport Revenue Bonds, Series 2024C-3 (Taxable).

"**Series 2026 Refunding Bonds**" shall mean the Series 2026A Refunding Bonds and the Series 2026B Refunding Bonds.

"**Series 2026A Refunding Bonds**" shall mean the $66,635,000* New Orleans Aviation Board Refunding Bonds, Series 2026A (Non-AMT).

"**Series 2026B Refunding Bonds**" shall mean the $76,755,000* New Orleans Aviation Board General Airport Revenue Bonds, Series 2026B Refunding Bonds (AMT).

"**Special Record Date**" shall mean the date selected for payment of overdue interest in accordance with the provisions of the Twelfth Supplemental Indenture.

"**Trustee**" shall mean The Bank of New York Mellon Trust Company NA., and its successors and assigns.

"**Trust Estate**" shall have the meaning set forth in the General Indenture.

"**Underwriter**" shall mean the syndicate of underwriters for the purchase of the Bonds consisting of Raymond James & Associates, Inc., Loop Capital Markets LLC, Blaylock Van LLC, Stern Brothers, BofA Securities, J.P. Morgan Securities LLC, and Samuel A. Ramirez & Co. Inc.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE AND THE TWELFTH SUPPLEMENTAL INDENTURE

I. GENERAL INDENTURE

Authorization of Bonds

One or more issues of Bonds may be issued for the benefit of the City to be designated as "New Orleans Aviation Board Revenue Bonds," or in the case of refunding bonds issued pursuant to the General Indenture "New Orleans Aviation Board Refunding Bonds," which Bonds may be issued from time to time, without limitation as to amount except as provided in the General Indenture or as limited by law. The Bonds may, if and when authorized by the Board pursuant to one or more Supplemental Indentures, be issued in one or more Series, and the designation thereof, in addition to the name "New Orleans Aviation Board Revenue Bonds," or in the case of refunding bonds "New Orleans Aviation Board Refunding Bonds" may include such further appropriate designations added to or incorporated in such title for the Bonds of any particular Series as the Board may determine.

Conditions Precedent to the Delivery of Additional Bonds Other Than Refunding Bonds

One or more Series of Bonds other than Refunding Bonds (the "**Additional Bonds**") may be issued in accordance with the General Indenture for the purpose of paying all or a portion of the Cost of any Capital Improvement, the making of deposits in the Debt Service Fund, the Debt Service Reserve Fund, and, if any, the insurance reserve account established pursuant to the General Indenture, the payment of Cost of Issuance, the payment of the principal of and interest and premium, if any, on notes issued in anticipation of such Bonds in accordance with the General Indenture, the refunding of any Outstanding Bonds, payment of any termination fees relating to any interest rate swap agreements of the Board any combination of the foregoing and any other purpose not expressly prohibited by applicable law.

A Series of Additional Bonds shall be executed by the Signing Parties and delivered to the Paying Agent for such Series of Bonds and by it authenticated and delivered to or upon the order of the Board, but only upon notification by the Board that it has received:

(i) A Certificate of an Authorized Officer of the Board stating that the General Indenture is still effective and identifying every Supplemental Indenture relating thereto;

(ii) The documents, monies and opinions required by the General Indenture;

(iii) The requirements of either sub-part (a) or (b) of this item (iii) are met:

(a) the sum of (I) Net Revenues of the Airport System and (II) 1/12 of the amount of Rollover Coverage provided for each Fiscal Year of each month included within the below described period of calculation as certified by an Authorized Officer of the Board for any period of twelve (12) consecutive calendar months out of the eighteen (18) calendar months next preceding the date of issuance of such series of Additional Bonds shall have equaled not less than one hundred twenty-five percent (125%) of the aggregate Debt Service Reserve Fund Requirement on all Outstanding Bonds and the proposed Additional Bonds for such twelve (12) month period; or

(b) Both (I) the sum of (A) Net Revenues of the Airport System and (B) 1/12 of the amount of Rollover Coverage provided for each Fiscal Year of each month included within the below described period of calculation as certified by an Authorized Officer of the Board for any period of twelve (12) consecutive calendar months out of the eighteen (18) calendar months next preceding the date of issuance of such series of Additional bonds shall have equaled not less than one hundred twenty-five percent (125%) of the aggregate Debt Service Reserve Fund Requirement on all Outstanding Bonds and (II) the Net Revenues of the

Airport System estimated by the Aviation Consultant to be derived during the three (3) consecutive calendar years commencing with the calendar year next following the issuance of such Series or with respect to the acquisition or construction of any income producing capital asset the end of the Period of Construction of the project or projects, if any, to be financed by such series of Additional Bonds (as estimated by the Aviation consultant) and projecting that the estimated Net Revenues for each year of the applicable forecast shall equal not less than one hundred twenty-five percent (125%) of the Debt Service Reserve Fund Requirement for each of such three (3) consecutive calendar years of all Bonds then outstanding and the Additional Bonds proposed to be issued. The term "Period of Construction" shall mean with respect to any income producing capital asset the period of time beginning with the initiation of study and design and of construction or acquisition, or beginning with the issuance of a Series of the Bonds for the financing of the cost of such construction or acquisition of any improvement or additions or extensions or betterment of the Airport System, whichever is earlier, and ending on the date of substantial completion of such improvements, additions, extensions or betterments as determined by the Aviation Consultant.

All calculations of Debt Service Reserve Fund Requirement for Variable Rate Bonds shall be based upon the applicable Pro Forma Bond Issue. (In the case of Bonds which are not secured by the revenues until a "Crossover Date," the certificate shall be for as appropriate (a) any period of twelve (12) consecutive calendar months out of the eighteen (18) calendar months next preceding or (1) three (3) consecutive calendar years following the Crossover Date and shall be made for the current and any future Fiscal Year on the basis of estimates of Net Revenues for such years of the Aviation Consultant). In making the calculations required by this subpart (2)(iii), if the Board has adopted, implemented, and imposed higher rates, fees, rentals or other charges for the services, facilities, and commodities of the Airport System prior to the date of the issuance of a series of Additional Bonds, the calculation of Net Revenues may be made assuming such rates had been in effect during such period. Further, if the Board has adopted resolutions providing or the Commercial Airline Lease requires the Board to provide Rollover Coverage for any Fiscal Year included within any period of calculation the amount of such Rollover Coverage or an appropriate portion thereof in the case of a calculation period of 12 consecutive months not all included within one Fiscal Year may be included in such calculation.

The requirements of this sub-part (2)(iii) are not applicable to Subordinated Bonds and other Subordinated Obligation(s).

(iv) A certificate of an Authorized Officer of the Board stating that, as of the delivery of such Additional Bonds, no Event of Default, as described in the General Indenture, will have happened, and will then be continuing.

Special Conditions Precedent to the Delivery of Refunding or Completion Bonds.

(1) One or more Series of refunding bonds may be issued in accordance for the purpose of refunding all or any part of Prior Bonds, or the Bonds of one or more Series of Outstanding Bonds or providing funds for a Crossover Refunding of Bonds issued and outstanding or not yet issued but which may be Outstanding on a Crossover Date, without the necessity of producing any of the certificates required by Section 205(2) above if the Board obtains a certificate from an Authorized Board Representative demonstrating that the refunding will reduce the total debt service payments on the refunded Bonds on a present value basis.

(2) A Series of Refunding Bonds shall be executed by the Signing Parties and delivered by the Board to the Paying Agent for such Series of Bonds and by it authenticated and delivered to or upon the order of the Board, but only upon notification by the Board that all requirements of applicable State law have been satisfied and that it has received:

(i) The documents, monies and opinions required by Section 204(3) of the General Indenture;

(ii) The documents and monies, if any, required by the Applicable Supplemental Indenture authorizing such Refunding Bonds;

(iii) A certificate of an Authorized Officer of the Board stating that, as of the delivery of such Refunding Bonds, no Event of Default as described in Section 701 will have happened and will then be continuing;

(iv) A certificate of an Authorized Officer of the Board specifying the Bonds to be refunded by series and the maturities or portions of maturities thereof (in the case of a "crossover refunding", this certificate shall not be required prior to the "Crossover Date");

(v) If any Bonds are to be redeemed prior to maturity, irrevocable instructions to the Board, satisfactory to it, to give due notice of redemption of the Bonds to be redeemed on a redemption date specified in the instructions;

(vi) If the Bonds to be refunded are not by their terms due to mature or subject to redemption within the next succeeding sixty (60) days, irrevocable instructions to the Board, satisfactory to it, to give due notice as provided in Section 1101 to the Registered Owners of the Bonds to be refunded; and

(vii) An amount of money or Defeasance Obligations sufficient pursuant to Section 1201 to effect payment at maturity or redemption, pursuant to Article IV, of the Bonds to be refunded.

Completion Bonds

A Series of Completion Bonds may be issued without the necessity of producing any of the certificates required for the issuance of Additional Bonds if such Completion Bonds do not exceed in original principal amount, 10% of the total costs of the Capital Improvement(s) for which they are issued to complete and shall be executed by the Signing Parties and delivered by the Board to the Trustee/Paying Agent for such Series of Bonds and by it authenticated and delivered to or upon the order of the Board, but only upon notification by the Board that all requirements of applicable State law have been satisfied and that it was received:

(i) the documents, moneys, showings, consents, approvals, certificates, and opinions required by the Indenture;

(ii) the documents and moneys, if any, required by the applicable Supplemental Indenture authorizing such Completion Bonds;

(iii) a certificate of an Authorized Officer of the Board stating that, as of the delivery of such Completion Bonds, no Event of Default will have happened and will then be continuing; and

(iv) a certificate of an Authorized Officer of the Board stating (i) which previous Series of Bonds were issued to provide the amounts to acquire or construct the Capital Improvement(s) to which the proceeds of the Completion Bonds will be applied, (ii) identifying such Capital Improvement(s), and (iii) stating that the amounts available to be applied to such Capital Improvement(s) from the proceeds of the Completion Bonds will be sufficient to complete such Capital Improvement(s) and directing the Trustee to deposit such proceeds in the appropriate Project Account of the appropriate Proceeds Fund.

Additional Security

(1) In connection with the initial issuance or subsequent to the issuance of any Series of Bonds and subject to the restrictions contained in the General Indenture, the Board may obtain or cause to be obtained letters of

credit, lines of credit, insurance, standby bond purchase agreements, interest rate swap and cap agreements, Reserve Assets or similar obligations or instruments ("**Additional Security**") providing for payment of all or a portion of the principal, premium, or interest due or to become due on one or more specific Series of Bonds, providing for the purchase of such Bonds or a portion thereof by the issuer of any such Additional Security or providing for exchanging, capping, modifying debt service payments incurred in connection with one or more specific Series of Bonds. The issuer of Additional Security or the guarantor of the obligations of the issuer of such Additional Security must be (at the time of such issuance) an entity, the unsecured long term debt obligations of which is rated in one of the three highest long term rating categories by at least one of the entities constituting the Rating Agency or the obligations insured or guaranteed by which are rated in such categories by reason of such insurance or guarantee except that the Swap Party or the guarantor of the obligations of the Swap Party to any Swap shall be at the time of execution of any such Swap an entity the unsecured short term debt of which is rated at least MIG-3 by Moody's or SP-2 by Standard & Poor's and the unsecured long term debt of which is rated at least A by Moody's and A by Standard & Poor's provided however, if any Bonds or obligations of the Board pursuant to any Swap are guaranteed by a Credit Provider, any Swap Party approved in writing by all affected Credit Providers shall be permitted. In connection therewith, the Board may enter into agreements with the issuer of such Additional Security providing for, inter alia:

(i) the payment of fees and expenses to such issuer for the issuance of such Additional Security;

(ii) the terms and conditions of such Additional Security and the Series of Bonds affected thereby; and

(iii) the security, if any, to be provided for the issuance of such Additional Security.

The Board may secure such Additional Security by an agreement providing for the purchase of a particular Series of Bonds secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as specified by the Board in the Applicable Series Resolution and/or the Applicable Supplemental Indenture. The Board may also in an agreement with the Provider of such Additional Security agree to directly reimburse (a "**Reimbursement Obligation**") such Provider for amounts paid under the terms of such Additional Security, including fees and expenses together with interest thereon, which payments shall be subordinate, except for (i) regularly scheduled payments due by the Board pursuant to a Swap, and (ii) payments due to a Provider as a result of its subrogation to rights of an Owner to any other amounts required to be paid under the General Indenture with respect to principal, premium, if any, and interest on the Bonds. As long as no amounts shall be paid under such Additional Security and such Reimbursement Obligation shall remain contingent, such Reimbursement Obligation shall not be taken in account hereof under the provisions of the General Indenture. Upon the payment of amounts under the Additional Security which results in the Reimbursement Obligations becoming due and payable, such Reimbursement Obligation shall be deemed a Bond Outstanding hereunder for the purposes of the General Indenture. With respect to a Swap, the Board may agree to pay to the Swap Party any and all amounts that may be payable by the Board under the Swap.

(2) Any such Additional Security shall be solely for the benefit of and secure the specific Series of Bonds or portion thereof as specified in the Applicable Supplemental Indenture.

Transfer of Bonds

(1) Except for such Bonds as may be issued in bearer form with coupons as provided in the General Indenture, each Bond shall be transferable only upon the register for the Series of which such Bond is a part by the Registered Owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his duly authorized attorney. Upon the transfer of any such Bond the Board shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond.

(2) The Board and each Fiduciary may deem and treat the person in whose name any Outstanding Bond shall be registered upon the register for Bonds of such Series as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and neither the Board nor any Fiduciary shall be affected by any notice to the contrary. The Board agrees to indemnify and save each Fiduciary harmless from and

against any and all loss, expense, judgment of liability incurred by it, acting in good faith and without negligence hereunder, in so treating such Registered Owner.

Regulations with Respect to Exchanges and Transfers

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Signing Parties shall execute and the Paying Agent for such Series of Bonds shall authenticate and deliver Bonds in accordance with the provisions of this General Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Paying Agent. For every such exchange or transfer of Bonds, whether temporary or definitive, the Board or the Paying Agent may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. The Board shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an interest or principal payment date of the Bonds of such Series or, in the case of any proposed redemption of Bonds of such Series of Bonds of any Series selected, called or being called for redemption in whole or in part except transfers to any Provider.

The Pledges Effected by the Indenture

There are pledged for the payment of the principal and Redemption Price of and interest on the Bonds, and the sums due and payable by the Board in connection with any Swaps, subject to the payment of all necessary Operation and Maintenance Expenses of the Airport System, subject to the provisions of the General Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein in this Section, and on a basis subordinate to the Bondowners and any Swap party in favor of the entity to whom any Reimbursement Obligation is due as set forth in the General Indenture (i) subject to the General Indenture, the proceeds of sale of such Bonds, to the extent set forth in the Applicable Supplemental Indenture, (ii) the Net Revenues remaining after payment from the Revenues of all Operation and Maintenance Expenses of the Airport System (including when authorized by the Applicable Supplemental Indenture PFC Revenues), (iii) the Swap Revenues, (iv) all monies, securities and Reserve Asset(s) in all funds and accounts established by or pursuant to the General Indenture, except the Arbitrage Rebate Fund, Capital Improvement Fund Grants Receipt Fund, Operational and Maintenance Reserve Fund, Special Receipts Fund, Vendor Payment Fund and the Improvement Account, General Purpose Account and Rollover Coverage Account of the Airport Operating Fund and NOAB Wire Account, which shall not constitute security for the Bonds, and (v) other money, property or rights added to this pledge by any Supplemental Indenture. Neither the City nor the State shall be obligated to pay the Bonds or any other sums due under the General Indenture and neither the faith and credit nor the taxing power of the City, the State or any other entity is pledged to such payment.

Establishment of Funds and Accounts

(1) On or prior to the date of delivery of Bonds, the following funds and accounts shall be established by the Board, the City and the Trustee as applicable, which funds and accounts shall be held as indicated below:

Name of Funds and Accounts	Held By	Pledged to Bonds
1. Proceeds Funds		
a) Costs of Issuance Account	The Trustee	Yes
b) Project Account	The Trustee	Yes
2. Airport Operating Fund		
a) Airport Operating Account	The City	Yes
b) Improvement Account	The City	No
c) General Purposes Account	The City	No
d) Rollover Coverage Account	The City	No
3. Debt Service Fund	The Trustee	Yes
4. Redemption Fund	The Trustee	Yes
5. Debt Service Fund	The Trustee	Yes

6.	Operation and Maintenance Reserve Fund	The Trustee	No
7.	Arbitrage Rebate Fund	The Trustee	No
8.	NOAB Wire Account	The Trustee	No
9.	Grants Receipt Fund	The Trustee	No
10.	Capital Improvement Fund	The Trustee	No
11.	Special Receipts Fund	The Trustee	No
12.	Vendor Payment Fund	The Trustee	No

There shall also be established such other funds and accounts within the aforementioned funds and such additional funds and such additional funds and accounts which are necessary or desirable under any Applicable Supplemental Indenture for a specific Series of Bonds, Subordinated Bonds, Swaps or other obligations which are additionally secured by a pledge of a CFC or a PFC, Commercial Paper, Variable Rate Bonds or Tender Bonds.

(2) On or prior to the date of issuance of any Dual Bonds the following funds and accounts may be established by the Board, the City and the Trustee as applicable, which funds and accounts shall be held as indicated below:

Name of Funds and Accounts	**Held By**
1. Dual Bonds Proceeds Fund	The Trustee
a) Costs of Issuance Account	
b) Project Account	
2. Transfer Fund	The Trustee
3. Dual Bonds Debt Service Fund	The Trustee
4. Dual Bonds Redemption Fund	The Trustee
5. Dual Bonds Debt Service Reserve Fund	The Trustee
6. Dual Bonds Arbitrage Rebate Fund	The Trustee

There shall also be established within the aforementioned Dual Bonds Funds and Accounts such additional funds and accounts as are necessary or desirable under any Applicable Supplemental Indenture for a specific series of Dual Bonds.

(3) Use of Transfer Fund. The Trustee shall establish a Transfers Fund to be used with respect to Dual Bonds together with such appropriately designated other sub-accounts as may be desirable under the circumstances and as provided by a Supplemental Indenture providing for Dual Bonds. The Transfers of Net PFC Revenues to be used to pay and secure Dual Bonds received by the Trustee shall be credited to the Transfers Fund and applied, credited or deposited into the other Funds and Accounts for Dual Bonds as provided in the applicable Series Resolution relating to any Series of Dual Bonds. If the amount of the Transfers for any relevant period received by the Trustee is insufficient to meet the requirements of paragraph (b) below the Trustee shall immediately take the actions required pursuant to the applicable 1 Series Resolution and use its best efforts to obtain additional Transfers in the required amount.

(4) Use of Dual Bonds Funds and Accounts. The Dual Bonds Funds and Accounts shall be used for the same purposes as the Funds and Accounts of the same name (except for the words “Dual Bonds”) as provided in the below sections.

Proceeds Fund

(1) The Trustee shall establish a Proceeds Fund for which each Series of Bonds, into which such amounts shall be deposited as required by the Applicable Supplemental Indenture to pay Issuance costs and Costs of the Projects financed with each Series of Bonds. Unless otherwise provided in the Applicable Supplemental Indenture, there shall be established within the Proceeds Fund the following separate accounts for each Series of Bonds:

(a) A Costs of Issuance account into which shall be credited the amount, if any, provided in the Applicable Supplemental Indenture to pay Issuance costs of such Series. Such amount shall be disbursed in such manner as shall be determined by the Board and/or provided in the Applicable Supplemental Indenture.

(b) A Project Account into which shall be credited (i) the portion of the proceeds of any Series of Bonds to be applied to the Costs of the Project financed by such Series that portion, if any, of the balance then remaining of the proceeds of any notes (or renewals thereof) issued in anticipation of the Bonds of such Series which were issued to pay the Cost of any Project financed in whole or in part by such Bonds, (ii) the proceeds of insurance on any such Project received by the Board during the period of its construction pursuant to Section 605(1) of the General Indenture, (iii) earnings on investments in the Costs of Issuance Account and the Project Account, provided however that the Supplemental Indenture applicable to any series of Bonds may provide that the earnings on investments in the accounts for such Series of Bonds shall be credited monthly to the Airport Operating Account, and (iv) any other amounts (not required by this General Indenture to be otherwise deposited), as determined by the Board.

(2) Amounts in the Cost of Issuance Account for a particular Series of Bonds shall be applied to the Cost of Issuance of the Series of Bonds for which such Account was established and to the Cost of the Projects financed in whole or in part by such Series. Such amounts shall be disbursed in such manner as determined by the Board. Upon completion of such Projects, the Board shall file with the Trustee a certificate of an Authorized Officer, setting forth the final Cost of such Projects and stating that such Projects have been completed to the satisfaction of the Board and that all amounts withdrawn from the applicable Project Account for such Projects have been applied to the Cost of such Projects. Such certificate shall further set forth the balance, if any, remaining in the applicable Project Account not required for the payment of Issuance costs or for the payment of Cost of such Projects. Any such balance shall be applied at the request of the Board (i) to the Cost of Capital Improvements, including Projects, by deposit of such amount in another and separate Project Account, or (ii) to the redemption of the Bonds of the Series for which such Project Account was established by deposit of such amount in the applicable account in the Redemption Fund.

(3) Upon the determination by the Board that a Project undertaken or to be undertaken has been or should be delayed and that no further amounts or significantly reduced amounts should be expended with respect thereto from the applicable Project Account, the Board may, by resolution duly adopted by the Board, direct the Trustee to transfer all or a specified amount of the sums then on deposit in (i) the applicable Project Account to the Capitalized Interest Account as provided in the General Indenture (ii) another and separate Project Account or (iii) the applicable account in the Redemption Fund for application to the redemption of Bonds of the Series for which such Project Account was established.

Application of Revenues

(1) All Revenues shall be collected by the Board and deposited into the Airport Operating Fund (except as provided in the General Indenture and shall be credited to the accounts of said fund, used and expended at the times and for the purposes as set forth in the General Indenture, and in the order of priority set forth in sub-parts (a) through (h) of Section 505(2) of the General Indenture.

(2) Net PFC Revenues shall be collected by the Board as provided in its PFC General Indenture as long as there is a separate PFC General Indenture, and with respect to Dual Bonds shall be transferred to the Trustee for deposit into the Transfer Fund as provided in any Supplemental Indenture providing for Dual Bonds. If at any time there is no need for a PFC General Indenture or the General Indenture is consolidated with the PFC General Indenture, all Net PFC Revenues shall be collected by the Board and deposited daily into a PFC Receipts Fund to be held by the Trustee, then transferred to the Transfer Fund and applied as provided in the amendments made to the General Indenture to accommodate the lack of need of a PFC General Indenture, any consolidation and the requirements of any Supplemental Indenture providing for Dual Bonds.

Airport Operating Fund

(1) All Revenues shall be deposited by the Board daily as received into the Airport Operating Fund (except investment earnings, and the items specified in paragraph (2) below which shall be applied as specified in the General Indenture), which shall consist of the following accounts to be used for the following purposes:

(a) the Airport Operating Account into which all Revenues deposited into the Airport Operating Fund shall be credited, from which all Operation and Maintenance Expenses of the Airport System shall be debited and from which the other transfers provided for in paragraph 2 herein below shall be made;

(b) the Improvement Account into which there shall be credited from the Airport Operating Account such amounts, if any, as shall be required to be deposited therein by the Commercial Airline Leases with terms commencing subsequent to December 31, 2008 or such amount, if any, determined by the Aviation Consultant within the Non-Borrowed Capital Budget, if so prepared, of the annual budget provided for in the General Indenture, which sums may be used to pay the costs of improvements to the Airport System;

(c) a General Purposes Account into which there shall be credited the amounts in the order of priority set forth in paragraph (2)(h) below. The sums credited to the General Purposes Account may be held and applied by the Board to any lawful purpose or use of the Board, including without limitation, Operation and Maintenance Expenses, the purchase or payment of Bonds, and the payment of the Cost of any Capital Improvement. All earnings on the investment of sums credited to the General Purposes Account shall be credited as soon as practicable to the Airport Operating Account; and

(d) a Rollover Coverage Account into which shall be transferred the amounts required, if any, by the provisions of the Commercial Airline Leases with terms commencing subsequent to December 31, 2008, in the order of priority established by the General Indenture if required by such Commercial Airline Leases. The sums in the Rollover Coverage Account may only be used for the purposes provided in Commercial Airlines Leases. To the extent required by Commercial Airline Leases the sums in the Rollover Coverage Account on the last day of each Fiscal Year shall be included as Net Revenues in the calculation of the required rates and charges for the next succeeding Fiscal Year. The sums credited to the Rollover Coverage Account on the first Business Day of each Fiscal Year shall be transferred to the Airport Operating Account or as otherwise provided in the Commercial Airline Leases at such time is in effect with a term commencing subsequent to December 31, 2008.

(2) All Revenues except Special Facility Revenues, (i) except Net PFC Revenues which shall be credited to the PFC Receipts Fund, (ii) CFC proceeds, (iii) Released Revenues, (iv) proceeds of insurance and condemnation to the extent provided in the General Indenture, (v) proceeds of any sale or other disposition of any part of the Airport System to the extent provided in the General Indenture, and (vi) Swap Revenues, (which shall be applied in the Debt Service Fund) shall be collected by or for the account of the Board and deposited daily, as far as practicable, in the Airport Operating Fund and be credited to the Airport Operating Account. The foregoing sentence notwithstanding, PROVIDED HOWEVER (i) CFC, PFC, or Released Revenues which constitute Revenues because it is pledged as an item of security for a series of Bonds, Subordinated Bonds, Swaps or any other obligation may be deposited to the Airport Operating Account, the Debt Service Fund, any account or sub-account created within either, or any other fund or account created under the General Indenture or created by the Applicable Supplemental Indenture providing for a particular series of Bonds, Subordinated Bonds, Swap or other obligation and (ii) any other monies so directed by the General Indenture and any other monies of the Board which it may in its discretion determine to so apply unless required to be otherwise applied by the General Indenture. There shall be credited to the Transfer Fund or if so provided in an applicable Supplemental Indenture providing for Dual Bonds to a sub-account for a Series of Dual Bonds in the Airport Operating Account, the Debt Service Fund, any account or sub-account created within either, or any other fund or account created under the General Indenture or created by the Applicable Supplemental Indenture providing for a particular series of Dual Bonds. There shall also be deposited in the Airport Operating Fund any other monies directed by the General Indenture and any other monies of the Board which, in its discretion determine to so apply unless required to be otherwise applied by the General Indenture. On the second Business Day preceding the first Wednesday of each calendar month, beginning with the month following the month in which any of the Initial Bonds are delivered, the Board and/or the City, as applicable, shall debit or transfer from the Airport

Operating Fund the amounts required to be applied to the following purposes and in the following order (except that payments required by item (b) below shall be made in the normal course of business):

(a) To the payment of any sums required to be deposited in the Arbitrage Rebate Fund;

(b) To the payment of all Operation and Maintenance Expenses;

(c) To the Debt Service Fund an amount which together with other amounts on deposit in such Fund will equal the Debt Service Fund Requirement as of the first day of the next ensuing month;

(d) To the Debt Service Reserve Fund an amount which together with the amounts on deposit therein will equal the Funded Debt Service Reserve Fund Requirement as of the first day of the next ensuing month; provided however, if there is a Reimbursement Obligation due the Provider of any Reserve Asset instrument, sums payable pursuant to this item (d) shall be applied first pro-rata to the reimbursement of the Providers of such Reserve Asset instruments so as to reinstate the amounts available thereunder and second to replenishment of the Funded Debt Service Reserve Fund Requirement;

(e) To the Improvement Account such amount as shall be required, if any, by Commercial Airline Leases or the Airport System budget;

(f) To the Operation and Maintenance Reserve Fund an amount equal to one-twelfth (1/12th) of the difference between the sums credited to such Fund and the Operation and Maintenance Reserve Fund Requirement until there has been accumulated therein an amount equal to the Operation and Maintenance Reserve Fund Requirement and thereafter in the event of a withdrawal therefrom an amount equal to 1/36th of the amount which together with the amounts on deposit therein as of the date of any such withdrawal, will equal the Operation and Maintenance Reserve Fund Requirement as of the first day of the 36th month following such withdrawal;

(g) Any balance remaining in the Airport Operating Account following the above and foregoing payments or credits and the payment of all obligations due any Provider under a Credit Facility, Liquidity Facility or a Reserve Asset instrument including interest and fees shall be credited in the General Purpose Account, until there has been credited therein such amount as shall be specified in the Commercial Airlines Leases with terms commencing subsequent to December 31, 2008, if any, (such amount being hereinafter referred to as the "General Purposes Account Requirement"). The sums credited to the General Purposes Account may be applied by the Board to any lawful use or purpose of the Board including without limitation, Operation and Maintenance Expenses, the purchase or payment of Bonds and the payment of the cost of any Capital Improvement.

(h) After an amount equal to the General Purposes Account Requirement, if any, as provided in the Commercial Airline Leases, if any, has been credited during such Fiscal Year in the General Purposes Account, (but not necessarily accumulated therein) any balance remaining in the Airport Operating Account following the above and foregoing transfers shall be credited to the Rollover Coverage Account if required by the Commercial Airline Leases and if the Commercial Airlines Leases do not provide for credit to the Rollover Coverage Account, such sums shall be credited to the General Purpose Account.

Debt Service Fund

(1) There shall be paid into the Debt Service Fund (i) the amounts on the dates provided for in the General Indenture such amounts derived from any CFC or PFC pledged to the payment of a particular series of Bonds, Subordinated Bonds, Swap or other obligation if so specified by the Applicable Supplemental Indenture and (ii) the Swap Revenues, when received.

(2) There shall be paid out of the Debt Service Fund to the respective Paying Agents for any Bonds or any Swap Party pari passu without priority of one such payment over any other such payment on or before each interest payment date of any Bonds the amount required for the interest and Principal Installments payable on such date (as more specifically provided in the Applicable Supplemental Indenture or Swap), on the date payments are due by the

Board pursuant to any Swap, if any such payment is then due, the sum due by the Board to the Swap Party, on the dates Reimbursement Obligations are due which reimburse the Provider of any Additional Security for the payment of interest or principal on any Bonds or any payment due by the Board on a Swap, the sum due such Provider of such Additional Security and on or before each redemption date for the Bonds, other than a redemption date on account of Sinking Fund Payments, the amount required for the payment of interest on the Bonds then to be redeemed; provided that in each case the Board may direct the making of such payments to the Paying Agents on such date prior to the due date as the Board determines to the extent amounts are available therefore in such fund. The Paying Agents shall apply such amounts to the payment of interest and principal on and after the due dates thereof. If on any interest payment date of the Bonds the amount accumulated in the Debt Service Fund for any of the purposes specified above exceeds the amount required therefore, the Board may direct the Trustee to deposit such excess in the Redemption Fund or, in its discretion, in the Airport Operating Account. There shall also be paid out of the Debt Service Fund accrued interest included in the purchase price of Bonds purchased for retirement under any provision of the General Indenture.

(3) Amounts accumulated in the Debt Service Fund with respect to any Sinking Fund Payment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Payment was established) may, and if so directed by the Board shall, be applied prior to the 30th day preceding the due date of such Sinking Fund Payment to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment was established, at prices not exceeding the applicable sinking fund Redemption Price plus interest on such Bonds to the first date on which such Bonds could be redeemed (or in the case of a Sinking Fund Payment due on the maturity date, the principal amount thereof plus interest to such date), such purchases to be made in such manner as the Trustee shall determine, or the redemption, pursuant to the General Indenture, of such Bonds then redeemable by their terms. The applicable Redemption Price or principal amount (in the case of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Fund until such Sinking Fund Payment date for the purpose of calculating the amount of such fund. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Payment, the Trustee shall proceed (by giving notice as provided in the General Indenture) to call for redemption on such due date Bonds of the Series and maturity for which such Sinking Fund Payment was established (except in the case of Bonds maturing on a Sinking Fund Payment date) in such amount as shall be necessary to complete the retirement of the principal amount of the Bonds of such Series and maturity as specified for such Sinking Fund Payment in the Applicable Supplemental Indenture, and whether or not the balance in the Debt Service Fund is sufficient to pay all such Bonds. There shall be paid out of the Debt Service Fund to the appropriate Paying Agents, on or before such redemption date or maturity date, the amount required for the redemption of the Bonds so called for redemption or for the payment of such Bonds then maturing, and such amount shall be applied by such Paying Agents to such redemption or payment.

(4) In satisfaction, in whole or in part, of any amount required to be paid into the Debt Service Fund pursuant to the General Indenture, which is attributable to a Sinking Fund Payment, there may be delivered on behalf of the Board to the Trustee, Bonds of the Series and maturity entitled to such payment. All Bonds delivered to the Trustee in satisfaction of a Sinking Fund Payment shall reduce the amount thereof by the amount of the aggregate of the sinking fund Redemption Prices of such Bonds.

(5) Notwithstanding anything to the contrary contained in the General Indenture, the Trustee shall not purchase or accept Bonds in lieu of any Sinking Fund Payment during the period of 30 days prior to the due date of any Sinking Fund Payment.

(6) The Board may establish in any Applicable Supplemental Indenture a separate account (called "**Capitalized Interest Account**") within the Debt Service Fund and may deposit or transfer to the Trustee to deposit in the Capitalized Interest Account any proceeds of Bonds as directed by such Supplemental Indenture and any other monies not otherwise directed to be applied by this General Indenture. Amounts in the Capitalized Interest Account shall be applied to the payment of interest on the Bonds and as otherwise provided in the Applicable Supplemental Indenture.

(7) The Board may establish in any Applicable Supplemental Indenture which pledges a CFC or a PFC as additional security for a series of Bonds, Subordinated Bonds, Swap or other obligation separate accounts or sub-accounts within the Debt Service Fund for such series of Bonds, Subordinated Bonds, Swap or other obligation to be used to hold and apply to the payment of any thereof and transfer therefrom any amounts derived from a CFC or PFC

which are in excess of the Debt Service Fund Requirement for such series of Bonds, Subordinated Bonds, Swap or other obligation as directed by the Applicable Supplemental Indenture.

(8) All earnings on the investment of sums held within the Debt Service Fund shall be transferred as soon as practicable to the Airport Operating Fund and credited to the Airport Operating Account.

Redemption Fund

(1) The Board may deposit in the Redemption Fund any monies, including Revenues, not otherwise required by the General Indenture to be deposited or applied. There shall be established in the Redemption Fund a separate account (herein called "**Redemption Account**") with respect to each Series of Bonds.

(2) If at any time the amount deposited and available therefore in the Debt Service Fund is insufficient to pay the principal and Redemption Price of and interest on the Bonds then due, the Trustee shall withdraw from the Redemption Fund and deposit in the Debt Service Fund the amount necessary to meet the deficiency (other than amounts held therein for the redemption of Bonds for which a notice of redemption shall have been given). Subject to the foregoing, amounts in each account in the Redemption Fund may be applied to the redemption of related Bonds in accordance with the General Indenture and the Applicable Supplemental Indenture or, in lieu thereof, to the purchase of related Bonds at prices not exceeding the applicable Redemption Prices (plus accrued interest) had such Bonds been redeemed (or, if not then subject to redemption, at the applicable Redemption Prices when next subject to redemption), such purchases to be made by the Trustee at such times and in such manner as directed by the Board.

(3) All earnings on the investment of sums held within the Redemption Fund shall be transferred as soon as practicable to the Airport Operating Account.

Debt Service Reserve Fund

(1) The Board and the Trustee shall at all times maintain the Debt Service Reserve Fund Requirement in the Debt Service Reserve Fund.

(2) If at any time the amounts on deposit and available therefore in the Debt Service Fund and the Redemption Fund are insufficient to pay the principal and Redemption Price of, and interest on, the Bonds then due or to make other payments required to be made from the Debt Service Fund there shall be withdrawn from the Debt Service Reserve Fund and deposited in the Debt Service Fund the amount necessary to meet the deficiency. Amounts so withdrawn shall be derived as set forth in the Applicable Supplemental Indenture with respect to the Bonds for which such withdrawal is to be made; provided however, (i) in the event a portion of the Debt Service Reserve Requirement is at the time of such withdrawal satisfied by a Reserve Asset instrument, draws shall only be made upon any Reserve Asset instrument after all other sums have been depleted from the Debt Service Reserve Fund, (ii) only amounts due as regularly scheduled payment obligations of the Board pursuant to any Swap may be paid with the proceeds of draws upon a Reserve Asset instrument unless otherwise directed by the Reserve Asset Provider, and (iii) in the event more than one Reserve Asset is contained within the Debt Service Reserve Fund and a draw is required, such draw shall be made pro-rata upon each Reserve Asset instrument then in effect.

(3) If on the last Business Day of any month, the amount on deposit in the Debt Service Reserve Fund is in excess of the Debt Service Reserve Fund Requirement (calculated as of the first day of the next succeeding month) such excess shall be withdrawn and deposited in the Airport Operating Fund to the credit of the Airport Operating Account.

(4) Whenever the Board shall determine that the cash and Permitted Investments on deposit in the Debt Service Reserve Fund together with all other funds available for the purpose of redeeming Bonds is equal to or in excess of the Redemption Price of all Bonds Outstanding and the Bonds are then subject to optional redemption, the Trustee, at the direction of the Board shall transfer the balance of such cash and Permitted Investments from the Debt Service Reserve Fund to the Redemption Fund in connection with the redemption of all Bonds Outstanding.

(5) Earnings on the investment of sums held in the Debt Service Reserve Fund shall remain therein unless the Supplemental Indenture applicable to any particular series of Bonds provides that such earnings shall be transferred to the Airport Operating Account.

Operation and Maintenance Reserve Fund

An Operation and Maintenance Reserve Fund shall be credited the Operation and Maintenance Reserve Fund Requirement and shall be therein at all times be maintained the amount required by the General Indenture. Amounts from time to time credited to the Operation and Maintenance Reserve Fund may be used at any time first to pay for any Operation and Maintenance Expenses for which amounts are not otherwise available in the Airport Operating Account; second, to purchase land for runway clear zones for which no bond proceeds are available; and third, to the extent any amounts are remaining to be transferred to the Debt Service Fund, the Debt Service Reserve Fund or any similar fund created to provide for the payment, or reserves for payment of the Bonds to the extent of any deficiency therein. All earnings on the investment of sums held within the Operation and Maintenance Reserve Fund shall be transferred as soon as practicable to the Airport Operating Account.

Vendor Payment Fund

In order to facilitate payment of (i) Costs of any Capital Improvement or expense relating to the Airport System and (ii) payment of invoices relating to Ineligible Costs or non-PFC Projects (as such terms are defined in the PFC General Indenture) relating to an Approved Project (as such term is defined in the PFC General Indenture) with a single check, the Trustee shall create a Vendor Payment Fund into which the Trustee shall credit amounts derived from any source including Funds and Accounts created by the General Indenture and any Supplemental Indenture, the Funds and Accounts created by the PFC General Indenture and any supplemental indenture issued pursuant thereto, and grants. All amounts in payment of vendors with respect to Costs of any Capital Improvement or expense to be derived from (i) the Special Receipts Fund shall be paid with checks drawn upon the Vendor Payment Fund and (ii) derived from other sources including the Funds and Accounts created by the General Indenture may be paid with checks drawn upon the Vendor Payment Fund.

Arbitrage Rebate Fund

In order to maintain the tax-exempt status of the tax-exempt Bonds, there is authorized and ordered established with respect to each series of tax-exempt Bonds an "Arbitrage Rebate Account" within the "Arbitrage Rate Fund." This Fund shall be maintained by the Trustee and used to receive any amounts payable by the Board to the U.S. Treasury pursuant to Section 148(f) of the Code and invested and applied as described in the Applicable Supplemental Indenture relating thereto. The amounts on deposit in this Fund shall be payable to the United States Treasury in such amounts and at such times as provided in the said Supplemental Indenture but in no event later than required by Section 148(0 of the Code and the regulations promulgated thereunder. The Board further covenants that it will comply with any Treasury Regulations applicable to Section 148(f) of the Code including any calculations of rebate amounts required under said Treasury Regulations. It is hereby recognized and understood that monies deposited in the Arbitrage Rebate Fund and any earnings thereon do not constitute Revenues of the Board and such amounts are not and never shall be pledged to the payment of or be security for any Bonds.

Special Receipts Fund

Due to the special needs and requirements pertaining to the administration and management of money which is received by the Board from various sources to be applied to various projects which may be related to other projects, which may need to be paid from one source but later reimbursed from a different source and some of which projects may transition over time from a non-PFC Project to a PFC Project, (as such terms are defined in the PFC General Indenture) and in order to facilitate the payment with one check of invoices relating to non-PFC Projects which may in the future become PFC Projects (as such terms are defined in the PFC General Indenture), are acquired or constructed in connection with Approved Projects (as such term is defined in the PFC General Indenture) or the accounting for such amounts will be simplified if administered by the Trustee under the provisions of the General Indenture, the Trustee shall create a Special Receipts Fund into which the Trustee shall deposit or credit any amounts provided by the Board to the Trustee which do not constitute the proceeds of Revenues, Bonds, Secured Obligations, Subordinated Obligations, PFC Bonds or Net PFC Revenues (as such terms are defined in the PFC General Indenture)

accompanied by written instructions of the staff of the Board to place such amounts therein. Monies in the Special Receipts Fund shall be transferred to the Vendor Payment Fund upon receipt by the Trustee of a requisition executed by an Authorized Board Representative.

NOAB Wire Account

The Board shall, to the extent possible, instruct the FAA to wire transfer all grant payments to the Board into the NOAB Wire Account. Any FAA Grant payments not wired to such account shall be deposited by the Board in the NOAB Wire Account day by day when actually received by the Board. The Board shall wire transfer to the Trustee for deposit into the Grant Receipt Fund of the General Indenture (as opposed to the Grant Receipt Fund of the PFC General Indenture) immediately upon receipt, the portion of any payment of any FAA Grant which represents a portion of any Cost of any Capital Improvement or Project to be paid from or reimburse amounts derived from General Airport Revenues or financed with Secured Obligations. Notwithstanding the foregoing, the Board may utilize the NOAB Wire Account to receive amounts from any source whether related to any Capital Improvement and/or Project or not but upon receipt of such amounts shall direct the Trustee as to the holding and transfer of such amounts in a written direction from an Authorized Board Representative. FAA Grants relating to PFC Projects shall be paid by the Board into the Grants Receipt Fund of the PFC General Indenture.

Grant Receipt Fund

The Grant Receipt Fund shall be used to receive wire transfers of monies from the Board's NOAB Wire Account representing those portions of FAA Grants which are due by the FAA with respect to any Capital Improvement or Project, a portion of any Cost of which were or are to be paid by the Trustee from any Fund or Account created pursuant to the General Indenture or any Supplemental Indenture. Within two Business Days following receipt by the Trustee of monies in the Grant Receipt Fund, the Trustee shall transfer from the Grant Receipt Fund to the credit of the appropriate sub-account of the Project Account, the Proceeds Fund, the General Purposes Account, the Capital Improvement Fund or the Special Receipts Fund, the amount needed to reimburse such Account or Fund as confirmed in written instructions of an Authorized Board Representative for prior unreimbursed debits from any such Account or Fund made in anticipation of receipt of an amount from a FAA Grant.

Capital Improvement Fund

The Board may deposit to the Capital Improvements Fund amounts derived from any source, including, without limitation, amounts in the Airport Operating Account, and General Purposes Account of the General Indenture, FAA Grants and General Airport Revenues (not otherwise required by the provisions of the General Indenture to be credited to another Fund or Account) which by law or direction of the Board may only be or are intended to be spent on any Capital Improvements. Amounts credited to the Capital Improvement Fund may only be used to pay the Costs of any Capital Improvement or Project or reimburse amounts previously spent by the Board for such purposes. The Board shall deliver its instructions to the Trustee for transfers from the Capital Improvement Fund pursuant to a certificate or other written instrument of an Authorized Board Representative.

Investments

(1) Except as otherwise provided in the General Indenture, money held for the credit of any fund or account under the General Indenture shall, to the fullest extent practicable, be invested, either alone or jointly with monies in any other fund or account, by the applicable Fiduciary at the direction of an Authorized Officer of the City in Permitted Investments which shall mature or be redeemable at the option of the holder thereof on such dates and in such amounts as may be necessary to provide monies to meet the payments from such funds and accounts; provided that if monies in two or more funds or accounts are commingled for purposes of investments, the holder of such commingled accounts shall maintain appropriate records of the Permitted Investments or portions thereof held for the credit of such fund or account. Permitted Investments purchased as an investment of monies in any fund or account shall be deemed at all times to be a part of such fund or account and all income thereon shall accrue to and be deposited in such fund or account and thereafter, except with respect to the Proceeds Fund and the Debt Service Reserve Fund, transferred to the Airport Operating Fund to the credit of the Airport Operating Account and all losses from investment shall be charged against such fund or account unless otherwise provided by a Supplemental Indenture; provided that all income earned on investment of the Proceeds Fund and the Debt Service Reserve Fund for any Series of Bonds

shall be credited to and deposited in the Proceeds Fund or the Debt Service Reserve Fund unless the Supplemental Indenture applicable to such series of Bonds provides that such earnings shall be transferred to the Airport System Account.

(2) In lieu of investment in Permitted Investments, amounts on deposit in any fund or account may be deposited by the holder of such fund or account in its name for the account of such fund or account on demand or on time deposit with such depository or depositories (including any Fiduciary) as the holder of such fund or account may from time to time appoint for such purpose. Any depository so appointed shall be a bank or trust company which is a member of the Federal Deposit Insurance Corporation organized under the laws of the State or a national banking association authorized to do business in, and having its principal office in the State for general banking business, and in each case qualified under the laws of the State to receive deposits of public monies. No monies shall be deposited with a depository in excess of Federal Deposit Insurance Corporation insurance limits unless all monies so deposited are secured to the extent and in the manner required by law for the securing of deposits of a political subdivision of the State.

(3) In computing the amount in any fund or account hereunder for any purpose, Permitted Investments shall be valued at the lesser of fair market value or amortized cost. As used herein the term "amortized cost," when used with respect to an obligation purchased at a premium above or a discount below par means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and in the case of an obligation purchased at a premium, by deducting the product thus obtained from the purchase price, and in the case of an obligation purchased at a discount, by adding the product thus obtained to the purchase price. Unless otherwise provided in the General Indenture, Permitted Investments in any fund or account hereunder shall be valued at least once in each Fiscal Year on the last day thereof. Notwithstanding the foregoing, Permitted Investments in the Debt Service Reserve Fund shall be valued (0 semiannually if the Permitted Investments thereon have an average weighted maturity of ten years or more or (ii) annually if such Permitted Investments average weighted maturity is less than ten years at the lesser of fair market value or amortized cost for all purposes of the Resolution.

Holding of Special Deposits

Monies held by or for the account of the Board, the City, the Trustee or any Fiduciary in connection with the Airport System which are required to be applied under the terms of an agreement to the construction or alteration of a facility which is the subject to such agreement (including, without limitation, any such monies received by the Board or the City for such purpose under any grant or loan agreement with the United States of America or the State or any agency, political subdivision or instrumentality of either) or which are subject to refund by the Board or the City or held for the account of others or subject to refund to others, including, without limitation, any amounts which, under any agreement by the Board providing for adequate separation of such amounts from Revenues, any amounts deducted from wage and salary payments to the employees of the Board or the City, any amounts contributed by the Board or the City to any pension or retirement fund or system which amounts are held in trust for the benefit of the employees of the Board and any amounts held as deposits, including customers' service deposits, guaranteed revenue contract deposits, unexpended developer's deposits under construction loan contracts, minimum revenue deposits and unexpended jobbing deposits, together with any investments of such monies and interest and profits thereon to the extent such interest and profits are also held for the account of others or subject to refund to others, may be held by the Trustee, the City or the Board outside of the various funds and accounts established by the General Indenture and, notwithstanding anything herein to the contrary, shall not be subject to the pledge created by the General Indenture or be considered Revenues hereunder while so held.

Covenants of the Aviation Board and the City

Extension of Payment of Bonds

Except as expressly authorized with respect to a particular Series of Bonds in an Applicable Supplemental Indenture, the Board shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time for payment of claims for interest

shall be extended, such Bonds or claims for interest shall not be entitled in case of any default under the General Indenture to the benefit of the General Indenture or to any payment out of any assets of the Board or the funds (except funds held in trust for the payment of particular Bonds or claims for interest pursuant to the General Indenture) held by the Trustee, the City or the Fiduciaries, except subject to the prior payment of the principal of all Bonds issued and Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing in this Section shall be deemed to limit the right of the Board to issue refunding bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Completion of Construction; Maintenance and Improvements of the Airport System; To Manage Airport System Efficiently; Sale, Lease or Other Disposition of Airport Facilities; Eminent Domain

(1) The Board will proceed with all reasonable dispatch to complete the acquisition, construction, reconstruction, improvement, betterment or extension of any properties, the costs of which are to be paid from the proceeds of Bonds or from monies in the Airport Operating Fund, the Proceeds Fund, or from government grants or contributions.

(2) The Board will maintain, preserve, keep and operate or cause to be maintained, preserved, kept and operated, the properties constituting the Airport System (including all additions, improvements and betterments thereto and extensions thereof and every part and parcel thereto) in good repair, working order and operating condition in conformity with standards customarily followed in the Aviation industry for airports of like size and character, and from monies lawfully available therefore or made available therefore, will from time to time construct additions and improvements to and extensions and betterments of said properties which are economically sound, so that at all times the business carried on in connection therewith shall be properly and advantageously conducted in an efficient manner and at reasonable cost.

(3) The Board shall operate and maintain the Airport System as a revenue-producing enterprise and shall manage the same in the most efficient manner consistent with sound economy and public advantage and consistent with the protection of the Bondowners.

(4) The City and/or the Board shall not, except as permitted below, transfer, sell or otherwise dispose of an Airport Facility or Airport Facilities. For purposes of this section, any transfer of an asset over which the City and/or the Board retain substantial control in accordance with the terms of such transfer shall not, for as long as the City and/or the Board has such control, be deemed a disposition of an Airport Facility or Airport Facilities. A lease pursuant to the FAA airport privatization pilot program pursuant to 49 USC § 47134 shall constitute a disposition of the Airport for these purposes.

The City and/or the Board may transfer, sell or otherwise dispose of Airport Facilities only if such transfer, sale or disposition complies with one or more of the following provisions:

(a) The property being disposed of is inadequate, obsolete, or worn out;

(b) The property proposed to be disposed of and all other Airport Facilities disposed of during the 12-month period ending on the day of such transfer (but excluding property disposed of under (a) above), will not, in the aggregate, constitute a Significant Portion, the proceeds are deposited into the Airport Operating Fund to be used as described in subpart (5) below and the Board believes that such disposal will not prevent it from fulfilling its obligations under the Indenture; or

(c) Prior to the disposition of such property, there is delivered to the Trustee a certificate of the Aviation Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds in accordance with the expectations of the Board as evidenced by a certificate of an Authorized Board Representative, the Consultant estimates that Board will be in compliance with the provisions of Section 604 of the General Indenture during each of the five Fiscal Years immediately following such disposition.

Airport Facilities which were financed with the proceeds of obligations, the interest on which is then excluded from gross income for federal income tax purposes, shall not be disposed of, except under the terms of provision a) above, unless the Board has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be made which would cause the City and/or the Board to be in default of any other covenant contained in the General Indenture.

(5) If a Significant Portion which is less than a Major Portion of any Airport Facility or Airport Facilities is voluntarily transferred or otherwise disposed of or should be taken by eminent domain proceedings or conveyance in lieu thereof, the City and/or the Board shall create within the Airport Operating Fund a special account and credit the net proceeds received as a result of such taking or conveyance to such account and shall within a reasonable period of time, after the receipt of such amounts, use such proceeds to (i) replace the Airport Facility or Airport Facilities which were taken or conveyed, (ii) provide an additional revenue-producing Airport Facility or Airport Facilities, (iii) redeem Bonds or (iv) create an escrow fund pledged to pay specified Bonds and thereby cause such Bonds to be deemed to be paid as provided in Article IV of the General Indenture.

(6) Should the governance of the Airport System or a Major Portion of the Airport System be voluntarily transferred or otherwise disposed of including a long-term lease under the FAA airport privatization pilot program to any entity other than the City or taken by eminent domain proceedings:

(a) if the transferee by notarial act, (i) assumes all of the obligations of both the Board and the City pursuant to this General Indenture, every Supplemental Indenture, every agreement providing for every item of Additional Security, all Bonds, all Subordinated Bonds, and all other Secured Obligations and Subordinated Obligations, (ii) releases the Board and the City from all such obligation assumed by the Transferee, (iii) agrees to indemnify the Board and the City from all such obligations, (iv) an original or certified copy of such notarial act of assumption is delivered to the Trustee and (v) the Board has received a Favorable Tax Opinion with respect to such assumption, then the transferee shall be substituted as the obligor for all such obligations and the Board and the City shall be automatically without any further actions or requirements discharged from all liability pursuant to the General Indenture, every Supplemental Indenture, every item of Additional Security, all Bonds, all Subordinated Bonds, and all other Secured Obligations and Subordinated Obligations; or

(b) if the transferee does not by notarial act assume all the obligations of both the Board and the City and comply with all of the provisions of item (a) of this subpart (6) above, including the receipt of a Favorable Tax Opinion, then the Board shall (i) replace the Airport Facility or Airport Facilities which were transferred, otherwise disposed or the governance of which was transferred to any entity other than the City or taken by eminent domain proceeds, (ii) provide an additional revenue-producing Airport Facility or Airport Facilities, (iii) redeem all Bonds and Subordinated Bonds and discharge all Secured Obligations and Subordinated Obligations or (iv) create an escrow fund pledged to pay Bonds, Subordinated Bonds, other Secured Obligations and Subordinated Obligations and thereby cause such items to be deemed to be paid as provided in Article IV of the General Indenture.

Rates, Rents, Fees and Charges

(1) The Board shall impose, charge and collect reasonable rates, fees, rentals or other charges for the services, facilities and commodities of the Airport System (collectively, the "**Rates and Rentals**") so that:

(a) Revenues in each Fiscal year will be at least sufficient to make all the payments required by the General Indenture and make all scheduled payments of principal and interest with respect to Subordinated Bonds; and

(b) Net Revenues together with the sum on deposit in the Rollover Coverage Account on the last day of the preceding Fiscal Year, if required or permitted at the time of such computation by the Commercial Airline Lease, will equal at least 125% of the Bond Debt Service Requirement with respect to the Bonds for such Fiscal Year.

(2) If after the end of any Fiscal Year, the Net Revenues did not meet the requirements of paragraph (1) of the General Indenture, if permitted by the Commercial Airline Lease the Airlines shall be billed the additional amounts required to make the Net Revenues meet the requirements of paragraph (1) above.

(3) If during any Fiscal year, Revenues and other funds are estimated to produce less than the amount required under subsection (1) above, the Board shall revise the Rates and Rentals or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required, or if less, the maximum amount deemed feasible by the Aviation Consultant.

(4) Within 120 days after the end of each Fiscal Year, the Board shall furnish to the Trustee calculations of the coverage requirement under subsection (1) and (2) of this Section.

(5) If any of the calculations specified in subsection (2), (3) or (4) of this Section for any Fiscal Year indicates that the Board has not satisfied its obligations under subsection (1) or (2) of this Section, then as soon as practicable, but in any event no later than 45 days after the receipt by the Trustee of such calculation, the Board shall employ an Aviation Consultant to review and analyze the financial status and the administration and operation of the Airport System and to submit to the Board, within 45 days after employment of the Aviation Consultant, a written report on the same, including the action which the Aviation Consultant recommends should be taken by the Board with respect to the revision of Rates and Rentals, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the then current Fiscal Year or, if less, the maximum amount deemed feasible by the Aviation Consultant. Within 60 days following its receipt of the recommendations, the Board shall, after giving due consideration to the recommendations, revise the Rates and Charges or alter its methods of operation, which revisions or alterations need not comply with the Aviation Consultant's recommendations as long as any revisions or alterations are projected by the Board to result in compliance with subsections (1) and (2) above. The Board shall transmit copies of the Aviation Consultant's recommendations to the Trustee and to each Owner who has requested the same.

(6) If at any time and as long as the Board is in full compliance with the provisions of subsections (3), (4) and (5) above, there shall be no Event of Default under the General Indenture as a consequence of the Board's failure to satisfy the covenants contained in subsection (1) or (2) of above during such period.

Nothing contained hereinabove shall be construed to prevent the City, acting by and through the Board, from entering into long term leases or contracts after the effective date hereof, in the manner provided by law.

Aviation Consultant

The Board covenants that (i) at all times required by the General Indenture and (ii) at such other times as the Board, in its reasonable judgment, deems assistance from the Aviation Consultant to be appropriate, while any of the Bonds are outstanding, it will employ an Aviation Consultant experienced in the field of administration, maintenance and operation of airports and facilities thereof. The Aviation Consultant shall be appointed by the Board at compensation as may be fixed by it. The Aviation Consultant shall at the request of the Board inspect the Airport System and make reports thereon and advise and make recommendations to the Board in connection with the administration, maintenance and operation thereof, including recommendations for any revisions necessary in fees, rates, and other charges to comply with the provisions of the General Indenture, and shall, if so requested, prepare a recommended budget for Operation and Maintenance Expenses and needed Capital Improvements of the Airport System on a Fiscal Year basis. Such budget shall, when deemed appropriate by the Aviation Consultant, include as a portion thereof an amount of the Revenues for such Fiscal Year to be used in such Fiscal Year to pay the Costs of Capital Improvements which will not be borrowed (the "**Non Borrowed Capital Budget**"). Copies of any report and recommendations made by the Aviation Consultant shall be filed as soon as available with the Board and the Trustee and made available for inspection by any holder of any of the Bonds upon request. If any Bonds or obligations of the Board pursuant to a Swap are Outstanding which are insured or guaranteed by any Provider, the Trustee shall furnish such Provider copies of the report and recommendations of the Aviation Consultant within 30 days of receipt of such items by it.

Compliance with Law and Leases

The Board will perform punctually all duties and obligations with respect to the properties constituting the Airport System required by the General Indenture and the laws of the State and will perform all contractual obligations undertaken by it under any leases and agreements with the United States of America, its agencies and with persons and corporations both public and private.

Accounts and Reports

(1) The Board shall maintain its books and accounts in accordance with generally accepted accounting principles and in accordance with such other principles of accounting as the Board shall deem appropriate.

(2) The Board shall annually file with the City and the Trustee a copy of an annual report for such year, accompanied by financial statements audited by and containing the report of a nationally recognized independent public accountant or firm of accountants, relating to the operations and properties of the Airport System for such Fiscal Year and setting forth in reasonable detail its financial condition as of the end of such year, the income and expenses for such year, including a summary of the receipts in and disbursements from the funds and accounts maintained under the General Indenture during such Fiscal Year and the amounts held therein at the end of such Fiscal Year. The annual report shall include a portion thereof which clearly sets forth and itemizes the Revenues and reflects the amount of Net Revenues. Each annual report shall be accompanied by a certificate of the accountant or firm of accountants auditing the same to the effect that in the course of and within the scope of their examination of such financial statements made in accordance with generally accepted auditing standards, nothing came to their attention that would lead them to believe that a default had occurred under the General Indenture or, if such is not the case, specifying the nature of the default.

In the event any Outstanding Bonds or the obligations of the Board to pay pursuant to any Outstanding Swap are insured or guaranteed by any Provider a copy of the annual report and audit required by this section shall be provided to such Provider within 30 days of receipt by the Trustee.

Covenant as to Arbitrage

The Board agrees that as long as any of the tax-exempt Bonds remain Outstanding, money on deposit in any fund or account maintained in connection with a particular series of such Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other sources in connection therewith, will not be used in a manner that would cause such series of Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder. The Board and the City shall observe and not violate the requirements of Section 148(c) of said Code and any such applicable regulations. In the event that nationally recognized bond counsel is of the opinion that it is necessary to restrict or limit the yield on the investment of monies held by it pursuant to a particular series of tax-exempt Bonds, or to use such monies in certain manners, in order to avoid the bonds being considered "arbitrage bonds" within the meaning of the Code and the regulations thereunder as such may be applicable to the Bonds at such time, the Board shall enter into an arbitrage rebate agreement requiring the rebate of arbitrage earnings to the United States Treasury.

Tax Covenant

The Board covenants that it shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Board covenants that it will comply with the instructions and requirements of the applicable Tax Certificate, which is incorporated in the General Indenture as if fully set forth therein. This covenant shall survive payment in full or defeasance of any Tax-Exempt Bonds.

In the event that at any time the Board is of the opinion that for investment of any moneys held by the Trustee under the General Indenture, the Board shall instruct the Trustee under the General Indenture in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provisions of this section of the General Indenture, if the Board shall provide to the Trustee an opinion of Bond Counsel that any specified action required under this Section of the General Indenture is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section of the General Indenture and of the applicable Tax Certificate, and the covenants thereunder shall be deemed to be modified to that extent.

Further Assurances

At any and all times the City and the Board shall, as far as may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, Supplemental Indentures, acts, deeds, conveyances, assignments, transfers and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, Revenues and other monies, securities and funds hereby pledged or assigned, or intended so to be, or which the Board or the City may hereafter become bound to pledge or assign.

Declaration of Default or Early Termination of Swap

The Board covenants and agrees that as long as any Swap is Outstanding pursuant to which the obligations of the Board to pay are insured or guaranteed by any Provider and such Provider is continuing to perform its payment obligations pursuant to such Swap, the Board shall not declare an event of default or early termination of any such Swap insured or guaranteed by such Provider unless such Provider shall have consented to such declaration or early termination or shall have directed the same.

City Shall Not Issue Bonds

The City covenants and agrees that it shall:

(1) not issue any additional bonds whatsoever pursuant to the provisions of the Basic Bond Resolution;

(2) not issue any additional bonds whatsoever pursuant to the provisions of the General Bond Resolution;

(3) not avail itself of the provisions of Part XIV of Chapter 4 of Subtitle II of Title 39 and/or Chapter 2 of Title 2 of the Louisiana Revised Statutes of 1950, as amended, in so far as such provisions authorize the City to issue bonds in its name secured by the pledge of the revenues of the Airport and/or the Airport System as long as any Bonds issued hereunder are Outstanding; and

(4) cause the Board to issue in the Board's name pursuant to the authority of the Act any bonds to be secured by a pledge of the Revenues or pledge of any other revenues derived from the Airport System as long as any Bonds issued hereunder are Outstanding.

Events of Default

If one or more of the following events (in the General Indenture called "**Events of Default**") shall happen,

(i) if default shall be made in the payment of the principal or Redemption Price of any Bond when due, whether at maturity or by call for mandatory redemption or redemption at the option of the Board or any Registered Owner or otherwise, or in the payment of any Sinking Fund Payment when due,

(ii) if default shall be made in the payment of any installment of interest on any Bond when due,

(iii) if default shall be made by the Board or the City in the performance or observance of the covenants, agreements and conditions on its part with respect to rates, rents, fees and charges as provided in the General Indenture,

(iv) if default shall be made by the Board or the City in the performance or observance of any other of the covenants, agreements or conditions on either such party's part provided in the General Indenture or in the Bonds and such default shall continue for a period of 30 days after written notice thereof shall be given to the Board, or the City by the Trustee or to the Board and the City by the Registered Owners of a majority in principal amount of the Bonds Outstanding; provided that if such default cannot be remedied within such 30 day period, it shall not constitute an Event of Default under the General Indenture if corrective action is instituted by the Board or the City within such period and diligently pursued until the default is remedied,

(v) if under the provision of any law for the relief of debtors, an order, judgment, or decree is entered by a court of competent jurisdiction appointing a receiver, trustee, or liquidator,

(vi) for the Board or the whole or any substantial part of the Airport System granting relief in involuntary proceedings with respect to the Board under the federal bankruptcy act, or assuming custody or control of the Board or of the whole or any substantial part of the Airport System and the order, judgment or decree is not set aside or stayed within sixty (60) days from the date of entry of the order, judgment or decree,

(vii) if the Board admits in writing its inability to pay its debts generally as they become due, commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness makes an assignment for the benefit of its creditors, consents to the appointment of a receiver of the whole or any substantial part of the Airport System under any law for the relief of debtors, or consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Board or of the whole or any substantial part of the Airport System, or

(viii) if any event of default shall have occurred pursuant to any Supplemental Indenture,

then, and in each and every such case, as long as such Event of Default shall not have been cured, the applicable Fiduciary only with the consent of or at the direction of the Secured Obligees of twenty-five percent (25%) in amount of the Secured Obligations Outstanding (by notice in writing to the Board), may declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, and the payments due by the Board and not made by any guarantor of the Board's obligation pursuant to any Swap to be due and payable immediately, and upon any such declaration, the same shall become due and payable immediately, anything in the General Indenture, in any of the Bonds or any Swap contained to the contrary notwithstanding. The right to make such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, all Events of Default (other than the payment of principal and interest due and payable solely by reason of such declaration) shall have been cured or provision deemed by the applicable Fiduciary to be adequate shall be made therefore, then and in every such case, unless a final judgment has been obtained for any principal, interest or payment due pursuant to a Swap coming due and payable solely by reason of such declaration, the Secured Obligees of a majority in amount of the Secured Obligations Outstanding, by written notice to the applicable Fiduciary, the City and the Board may annul such declaration or if the applicable Fiduciary shall have acted without a direction from Secured Obligees theretofore delivered to the applicable Fiduciary, the City and the Board written direction to the contrary by the Secured Obligees of a majority in amount of the Secured Obligations then Outstanding, then any such declaration shall be deemed to be annulled provided that no such annulment shall be possible without the approval of a Swap Party if (1) the Event of Default giving rise to such declaration was an Event of Default of a kind described in clause (vii) above relating to a Swap with that Swap Party, (2) that Swap Party has taken action in reliance on such declaration and (3) as a result, that Swap Party would incur damages if such declaration were annulled.

The above and foregoing provisions to the contrary notwithstanding (i) payments made by any Provider pursuant to any policy of insurance or surety bond shall not be given effect in determining whether a payment default has occurred and (ii) any Provider shall be deemed to be the sole holder of Bonds it has insured and shall be deemed to be the Swap Party with respect to any obligation pursuant to any Swaps which obligation has been insured by such Provider; provided, however, that should any Provider be in default or have repudiated its obligations to pay pursuant to any insurance policy or surety bond relating to Outstanding Bonds and/or Swaps then such Provider shall not be considered to be the holder of such Bonds nor the Swap Party pursuant to such Swap, it being understood that the

actual Swap Party, and not such Provider, shall be considered the Swap Party pursuant to such Swap whether any such default or repudiation by such Provider relates to such Swap or to Outstanding Bonds.

In connection with any election regarding remedies provided for in Article VII of the General Indenture, a Credit Provider (not in default under the terms of its Credit Facility) shall be deemed to be the sole Secured Obligee with respect to the applicable Series of Bonds and/or Swap.

Application of Revenues and Other Monies after Default

(1) During the continuance of an Event of Default, the Revenues, Swap Revenues and the monies, securities and funds held by the applicable Fiduciary, the Board or the City and the income therefrom as follows and in the following order:

(i) to the payment of the reasonable and proper charges and expenses incurred in connection with (i) the administration of the provisions of the General Indenture and any Supplemental Indenture of the Board, City, the Trustee, and (ii) of the Aviation Consultant selected by the Board pursuant to the General Indenture;

(ii) to the payment of the amounts required for reasonable and necessary Operation and Maintenance Expenses, including reasonable and necessary reserves, and working capital therefore, and for the reasonable repair and replacement of the Airport System necessary to prevent loss of Revenues or to provide for the continued operation of the Airport System, as certified to the Board by an Aviation Consultant selected by the Board;

(iii) to the payment of the interest and principal amount or Redemption Price then due on the Bonds, and the payment of sums due Swap Parties subject to the extension of payment provisions of the General Indenture, as follows:

(a) unless the principal amount of all of the Bonds shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto to all installments of interest and the payment of sums due Swap Parties other than sums due by the Board upon early termination or default of a Swap then due in the order of the maturity of such installments and sums maturing, and if the amount available shall not be sufficient to pay in full all installments and sums maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amount or Redemption Price of any Bonds which shall become due, whether at maturity or by call for redemption, and to the payment of any sums due a Swap Party by the Board as a result of early termination or default of a Swap, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds sums due a Swap Party by the Board as a result of early termination or default of a Swap, due on any date, then to the payment thereof ratably, according to the amounts of principal, Redemption Price or payments due upon early termination or default on a Swap due on such date, to the persons entitled thereto, without any discrimination or preference; and

(b) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal amount and interest then due and unpaid upon the Bonds and the payment of any amounts due and unpaid by the Board pursuant to a Swap as a result of early termination or default, without preference or priority of principal over interest or of interest over principal, or principal or interest over sums due by the Board pursuant to a Swap as a result of early termination or default, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, or over principal or interest over sums due by the Board

pursuant to a Swap, ratably according to the amounts due respectively for principal amount and interest to the persons entitled thereto without any discrimination or preference;

(iv) to the payment of amounts owing to Providers, other than amounts owing as a result of such Providers' subrogation or ownership rights in respect of Bonds.

(2) If and whenever all overdue installments of interest on all Bonds together with the reasonable and proper charges and expenses of the City, the Board and the Fiduciaries, and all other sums payable by the Board under the General Indenture, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, and all payments due by the Board pursuant to any Swap, shall either be paid by or for the account of the Board, or provision satisfactory to the Board shall be made for such payment and all defaults under the General Indenture, the Bonds and Swaps shall have been cured, the Board shall pay all monies, securities and funds remaining unexpended in all funds and accounts provided by the General Indenture to be held by the Board and thereupon the Board and the City shall be restored, respectively, to their former positions and rights under the General Indenture and all Revenues shall thereafter be applied as provided in Article V. No such payment over to the Board by the City or resumption of the application of Revenues as provided in Article V shall extend to or affect any subsequent default under the General Indenture or impair any right consequent thereon.

(3) The proceeds of any Additional Security shall be applied by the Board in the manner provided in the Applicable Supplemental Indenture authorizing or providing for such Additional Security.

(4) The above and foregoing provisions shall not be applicable to the proceeds of the remarketing of any tendered Bonds or the proceeds of a draw upon a Liquidity Facility which proceeds shall only be applied to the payment of the Purchase Price due the Owners of the tendered Bonds remarketed or sold as Bank Bonds.

(5) The amounts derived from any CFC or PFC pledged as security for any Bonds, Subordinated Bonds, Swap or other obligation shall be applied by the Trustee and the Board only to the Bonds, Subordinated Bonds, Swap or other obligation to which such CFC or PFC is pledged as shall be provided in the Applicable Supplemental Indenture.

Proceedings Brought by Applicable Fiduciary

(1) Whether or not a declaration shall be made by the applicable Fiduciary, Bondowners or Swap Party pursuant to the General Indenture, if an Event of Default shall happen and shall not have been remedied, then and in every such case, the Fiduciary may proceed to protect and enforce its rights and the rights of the Registered Owners of the Bonds and Swap Parties under the General Indenture by a suit or suits in equity or at law, but only with the consent of 25% of the Secured Obligees whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Board as if the Board were the trustee of an express trust, or for the enforcement of any other legal or equitable right as the Fiduciary, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the General Indenture.

(2) Upon the occurrence of an Event of Default, by suit, action, or proceedings in any court of competent jurisdiction, the applicable Fiduciary shall be entitled to obtain the appointment of a receiver of the monies, securities and funds then held in any fund or account under the General Indenture and of the Revenues, with all such powers as the court making such appointment shall confer. Such receiver may take possession of the Airport System, operate and maintain it, and collect and receive the Revenues in the same manner as the Board itself might do, including, if necessary, the use of a lock box, and shall apply the same in accordance with the obligations of the Board. Notwithstanding the appointment of any receiver, the Board shall be entitled to retain possession and control of and to collect and receive income from any monies, securities and funds deposited or pledged with it under the General Indenture or agreed or provided to be delivered to or deposited or pledged with it under the General Indenture.

(3) All rights of action under the General Indenture may be enforced by the applicable Fiduciary without the possession of any of the Bonds or the production thereof on the trial or other proceedings.

(4) The Secured Obligees of a majority in amount of the Secured Obligations Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the applicable Fiduciary, provided that the applicable Fiduciary shall have the right to decline to follow any such direction if the applicable Fiduciary shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the applicable Fiduciary in good faith shall determine that the action or proceeding so directed would involve the applicable Fiduciary in personal liability or be unjustly prejudicial to the Secured Obligees not parties to such direction.

(5) Regardless of the happening of an Event of Default, the applicable Fiduciary, but only with the consent of 25% of the Secured Obligees, shall have the power to, but unless requested in writing by the Secured Obligees of a majority in amount of the Secured Obligations then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to institute and maintain such suits and proceedings as it may deem necessary or expedient to prevent any impairment of the security under the General Indenture by any acts which may be unlawful or in violation of the General Indenture, or necessary or expedient to preserve or protect its interests and the interests of the Secured Obligees.

Restriction on Action

(1) Except as provided in subpart (2) herein below, no Secured Obligee shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this General Indenture or for any remedy under this General Indenture, unless such Secured Obligee shall have previously given to the applicable Fiduciary written notice of the happening of any Event of Default and the Secured Obligees of at least twenty-five percent (25%) in amount of the Secured Obligations then Outstanding shall have filed a written request with the applicable Fiduciary, and shall have offered it reasonable opportunity, to exercise the powers granted in the General Indenture in its own name, and unless such Secured Obligees shall have offered to the applicable Fiduciary adequate security and indemnity against the costs, expenses and liabilities to be incurred thereby, and the applicable Fiduciary shall have refused to comply with such request within a reasonable time.

(2) No Swap Party shall have any right to institute any suit, action or proceeding at law (but not in equity) for the enforcement of any provision of the General Indenture available to it or to the Trustee on its behalf (including enforcement of the Pledge hereby created to the Trustee on behalf of the Swap Party) or for any remedy under the General Indenture, unless such Swap Party shall not have timely received the payments due to be received by it pursuant to the applicable Swap from either the Board or any guarantor of the obligations of the Board and notice shall have been given to the Board and any grace period as provided in the Swap with respect thereto shall have elapsed. The Trustee shall take all action consistent with the other provisions hereof as shall be requested in writing by a Swap Party necessary to preserve and protect the pledge created by the General Indenture in favor of a Swap Party to the extent provided in any Swap and to enforce the obligations of the Board with respect to any Swap. In the event the action requested to be taken pursuant to the preceding sentence shall require the Trustee either to exercise the remedies granted herein or to institute any action, suit or proceeding in its own name, the Swap Party shall provide to the Trustee reasonable security and indemnity against the costs, expenses, and liabilities to be incurred in connection therewith.

(3) Nothing in the General Indenture shall affect or impair the obligation of the Board to pay on the respective dates of maturity thereof the principal amount of and interest on the Bonds or affect or impair the right of action of any Registered Owner to enforce the payment of its Bond.

Remedies Not Exclusive

No remedy by the terms of the General Indenture conferred upon or reserved to the Fiduciary, the Bondowners or a Swap Party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or provided at law or in equity or by statute.

Effect of Waiver and Other Circumstances

(1) No delay or omission of any Fiduciary, of any Bondowner, or any Swap Party to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or to be an acquiescence therein.

(2) Prior to the declaration of maturity of the Secured, the Secured Obligees of a majority in principal amount of the Secured Obligations at the time Outstanding may on behalf of the Secured Obligees of all of the Secured Obligations waive any past default under the General Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds and except a default relating to a Swap, which can only be waived by the applicable Swap Party. No such waiver shall extend to any subsequent or other default.

Special Facility; Special Facility Bonds

The Board may (a) designate an existing or planned facility, structure, equipment or other property, real or personal, which is located or to be located at the Airport or part of any facility or structure at or to be located at the Airport as a Special Facility, (b) provide that revenues earned by the Board from or with respect to such Special Facility whether pursuant to Special Facility Leases(s) or otherwise derived shall constitute Special Facility Revenues and shall not be included as Revenues, and (c) issue Special Facility Bonds for the purpose of acquiring, constructing, renovating, or improving such Special Facility, or providing financing to a third party for such purposes. Principal, purchase price, if any, redemption premium, if any, and interest with respect to Special Facility Bonds shall be payable from and secured by the Special Facility Revenues, and not by Net Revenues.

No Special Facility Bonds shall be issued by the Board unless an Aviation Consultant has certified (i) that the estimated Special Facility Revenues with respect to the proposed Special Facility will be at least sufficient to pay the principal, or purchase price, interest, and all sinking fund, reserve fund and other payments required with respect to Special Facility Bonds when due, and to pay all costs of operating and maintaining the Special Facility not paid by a party other than the Board; (ii) that estimated Net Revenues calculated without including the Special Facility Revenues and without including any operation and maintenance expenses of the Special Facility as Operation and Maintenance Expenses will be sufficient so that the Board will be in compliance with the rate covenants of the General Indenture during each of the five Fiscal Years immediately following the issuance of the Special Facility Bonds; and (iii) no Event of Default exists under the General Indenture. Upon payment or other discharge of the Special Facility Bonds, Special Facility Revenues with respect to the Special Facility shall be included as Revenues.

Supplemental Indentures Effective upon Filing

The Board may, at any time and from time to time, execute a Supplemental Indenture supplementing the General Indenture for any one or more of the following purposes, which Supplemental Indenture, upon the approval by and the filing with the signing parties, in accordance with the General Indenture, of a copy thereof certified by an Authorized Officer of the Board, the City and the Trustee, shall be fully effective in accordance with its terms:

(1) to close the General Indenture against, or provide limitations and restrictions contained in the General Indenture on, the original issuance of Bonds or Swaps;

(2) to add to the covenants and agreements of the Board or the City contained in the General Indenture other covenants and agreements thereafter to be observed for the purpose of further securing the Bonds or Swaps;

(3) to surrender any right, power or privilege reserved to or conferred upon the Board or the City by the General Indenture;

(4) to authorize Bonds of a Series and Swaps and, in connection therewith, specify and determine any matters and things relative to such Bonds and Swaps not contrary to or inconsistent with the General Indenture;

(5) to exercise any provision herein or to make such determinations hereunder as expressly provided herein to be exercised or determined in any Supplemental Indenture;

(6) to confirm, as further assurance, any pledge under and the subjection to any lien or pledge created or to be created by the General Indenture of the Revenues;

(7) to facilitate credit enhancement;

(8) to make any other changes which do not materially adversely affect the interests of any Bondholders or any Swap Party; and

(9) to make any change for any purpose prior to the issuance of any of the Initial Bonds and prior to the execution of any Swap.

Supplemental Indenture Regarding Ambiguities

At any time or from time to time but subject to the conditions or restrictions in the General Indenture contained, a Supplemental Indenture of the Board amending or supplementing the General Indenture may be executed curing any ambiguity or curing, correcting or supplementing any defect or inconsistent provisions contained in the General Indenture or making such provisions in regard to matters or questions arising under the General Indenture as may be necessary or desirable, but no such resolution shall be effective until after the filing with the Board, the City and the Trustee in accordance with the General Indenture of a executed copy of such Supplemental Indenture.

Supplemental Indentures Amending Indentures or Bonds

At any time or from time to time but subject to the conditions or restrictions in the General Indenture contained, a Supplemental Indenture amending or supplementing the General Indenture may be executed modifying any of the provisions of the General Indenture or Bonds or releasing the City or the Board from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained, but, except as provided in the General Indenture, no such Supplemental Indenture shall be effective until after the filing with the Board, the City and the Trustee, in accordance with the General Indenture, of a copy of such Supplemental Indenture and unless no Bonds or Swaps authorized by a Supplemental Indenture adopted prior to the adoption of such Supplemental Indenture remain Outstanding at the time it becomes effective, or such Supplemental Indenture is consented to by or on behalf of Secured Obligees in accordance with and subject to the provisions of the General Indenture permitting Amendments thereto.

Execution and Filing of Supplemental Indentures

Any Supplemental Indenture referred to and permitted or authorized by the General Indenture may be executed without the consent of any of the Secured Obligees but shall become effective only on the conditions to the extent and at the time provided in the General Indenture. Every such Supplemental Indenture so becoming effective shall thereupon form a part of the General Indenture. Any such Supplemental Indenture when executed and filed shall be accompanied by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly and lawfully executed by the Board, the City and the Trustee in accordance with the provisions of the General Indenture, is authorized or permitted by the General Indenture, and constitutes the lawful and binding obligation of the Board, the City and the Trustee in accordance with its terms. Any Supplemental Indenture executed while Bonds insured by any Provider or payments due by the Board pursuant to Swaps guaranteed by any Provider are Outstanding shall not become effective until consented to by such Provider provided, however, no such consent of any Provider shall be required if such Provider shall be in default or have repudiated its obligations pursuant to any insurance policy relating to the Bonds or guarantee of the Board's obligations to pay pursuant to any Swap.

Powers of Amendment

Any modification or amendment of the Bonds or of the General Indenture may be made by a Supplemental Indenture, with the written consent given as provided in the General Indenture, in case no Swap Outstanding is affected by such modification of the Registered Owners of at least sixty-six and two-thirds percent (66 2/3%) in the principal amount of all Bonds Outstanding at the time such consent is given, or if less than all of the several Series of Bonds then Outstanding are affected by the modification, or amendment, of the Registered Owners of at least sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, in case only Swaps are affected by such modification, of the Swap Parties of Swaps representing

sixty-six and two-thirds percent (66 2/3%) of the Outstanding notional amount of the Swaps or if less than all Swaps are affected thereby of the Swaps of the affected Swap Parties, and in case both Bonds and Swaps are affected by such modification, of the Registered Owners of at least sixty-six and two-thirds percent (66 2/3%) in Outstanding Principal amount of all Bonds affected and of at least sixty-six and two/thirds percent (66 2/3%) in notional amount of all Outstanding Swaps affected by such modification and in case the modification or amendment changes the amount or date of any Sinking Fund Payment, of the Registered Owners of at least sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Payment Outstanding at the time such consent is given; provided, however, that if such modification or amendment will by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the vote or consent of the Registered Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under the General Indenture; and provided, further, that no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal amount of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or the rate of interest thereon or the method for determining such rate without the consent of the Registered Owner of such Bond, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto, or shall reduce the percentages of the principal amount of Bonds the consent of which is required to effect any such modification or amendment. No modification or amendment shall become effective while Bonds insured by any Provider or payments due by the Board pursuant to Swaps guaranteed by any Provider are Outstanding until consented to by such Provider provided, however, no such consent of such Provider shall be required if such Provider shall be in default or have repudiated its payment obligations pursuant to any insurance policy relating to the Bonds or guarantee of the Board's obligation to pay pursuant to any Swap. For purposes of this Section, and notwithstanding anything to the contrary in Section 701 or elsewhere in the General Indenture, if the consent of a Swap Party is required in connection with any amendment or modification affecting a Swap and the obligations of the Board in connection with such Swap are guaranteed under a policy of insurance or surety bond issued by any Provider, both such Swap Party and such Provider shall be treated as Swap Parties with respect to such Swap.

Consent

The Board may at any time execute and deliver a Supplemental Indenture making a modification or amendment permitted by the provisions of the General Indenture to take effect when and as provided in the General Indenture. Upon the adoption of such Supplemental Indenture, an executed copy thereof shall be filed with the Board, the City and the Trustee, any other Fiduciary and each Provider for the inspection of the Bondowners and/or Swap Parties. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Board) together with a request to Bondowners and/or Swap Parties shall be mailed by the Board to Bondowners and Swap Parties. A copy of each Supplemental Indenture shall be mailed by the Board to each Swap Party pursuant to any Outstanding Swap even though the Board deems such Supplemental Indenture not to affect any Swap within 10 days after the adoption of the Supplemental Indenture. Such Supplemental Indenture shall not be effective unless and until there shall have been filed with the Board the written consents of the percentages of the Registered Owners of Outstanding Bonds and/or Swap Parties and any required insurer or guarantor specified in the General Indenture and a notice shall have been given as hereinafter in this Section provided. Any such consent shall be binding upon the Registered Owner of the Bonds, Swap Party and any required insurer or guarantor giving such consent and on any subsequent Registered Owner, Swap Party and any required insurer or guarantor (whether or not such subsequent Registered Owner or Swap Party has notice thereof). At any time after the Registered Owners or Swap Parties and any required insurer or guarantor of the required percentages of Bonds shall have filed their consent to the Supplemental Indenture, notice, stating in substance that the Supplemental Indenture has been consented to by the Registered Owners, Swap Parties and any required insurer or guarantor of the required percentages of Bonds or Swaps and will be effective as provided in this Section, shall be given to the Bondowners and/or Swap Parties and any required insurer or guarantor by mailing such notice to Bondowners and/or Swap Parties and any required insurer or guarantor even though the Board in its judgment deems such Supplemental Indenture not to affect any Swap (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as herein provided). The Board shall file with the Trustee proof of giving such notice. Such Supplemental Indenture shall be deemed conclusively binding upon the City, the Board, the Fiduciaries, the Registered Owners of all Bonds, the Swap Parties and any required insurer or guarantor at the expiration of sixty (60) days after the filing with the Trustee proof of the mailing of such notice, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced for such purpose within such sixty day period

or commenced thereafter if commenced by a Swap Party to whom neither a copy of the relevant Supplemental Indenture nor a copy of such notice was sent as provided in this Section; provided, however, that any Fiduciary and the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Modification by Unanimous Action

Notwithstanding anything contained in the General Indenture, the rights and obligations of the Board, the City and the Trustee and of the Registered Owners of the Bonds and Swap Parties and the terms and provisions of the Bonds or of the General Indenture may be modified or amended in any respect upon the adoption of a Supplemental Indenture by the Board and the consent of the Registered Owners of all of the Bonds then Outstanding, and all Swap Parties of Outstanding Swaps such consent to be given as provided in the General Indenture except that no notice to Bondowners, Swap Parties and Credit Providers shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Defeasance

If the Board shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Bonds then Outstanding the principal amount and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in the General Indenture, no Swaps are then Outstanding and all amounts due any Provider, including a Provider of a Reserve Asset instrument, have been paid, then the pledge of any Revenues or other monies and securities pledged by the General Indenture and all other rights granted by the General Indenture shall be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Board all such instruments as may be desirable to evidence such release and discharge and the Fiduciaries shall pay over or deliver to the Board all monies or securities held by them pursuant to the General Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

No Recourse on the Bonds

No recourse shall be had for the payment of the principal or Redemption Price of or the interest on the Bonds or for any claim based thereon or on this General Indenture against any member, officer, agent, representative or employee of the Board, the City, the Trustee, or any person executing the Bonds. No member, officer, agent, representative or employee of the Board, the City or the Trustee shall be held personally liable to any purchaser or holder of any Bond under or upon such Bond, or under or upon this General Indenture or any Supplemental Indenture relating to Bonds, or, to the extent permitted by law, because of the sale or issuance or attempted sale or issuance of Bonds, or because of any act or omission in connection with the construction, acquisition, operation or maintenance of the Airport System, or because of any act or omission in connection with the investment or management of the Revenues, funds or monies of the Board, the City or the Trustee or otherwise in connection with the management of their affairs, excepting solely for things willfully done or omitted to be done with an intent to defraud.

II. TWELFTH SUPPLEMENTAL INDENTURE

Items Pledged by the Board to Bonds:

(i) Net Revenues as defined in the General Indenture on a first lien parity basis with the Outstanding Series 2019 Bonds, Outstanding Series 2023 Bonds, Outstanding Series 2024 Bonds, and Outstanding Series 2026 Refunding Bonds;

(ii) The other items relating only to the Bonds as defined herein including PFCs deposited to the Transferred PFCs Account of the Debt Service Fund and such other accounts and sub-accounts made specific to the Bonds.

Details of the Series 2026 Refunding Bonds; Manner of Payment

The Series 2026 Refunding Bonds shall be dated the date of their original issuance and delivery. Each Series 2026 Bond shall bear interest at the applicable rate computed on the basis of a 360-day year (consisting of twelve months of thirty days each) from the date of authentication, if authenticated, on an Interest Payment Date to which interest has been paid, or if not authenticated, on an Interest Payment Date from the next preceding Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid on the Series 2026 Refunding Bonds, the date of the original issuance of the Series 2026 Refunding Bonds, respectively.

The Series 2026 Refunding Bonds shall mature on the dates and in the principal amounts and shall bear interest, payable on each Interest Payment Date commencing January 1 of the years and at the rates per annum set forth below.

Series 2026A Refunding Bonds (Non-AMT)

[_____]

Series 2026B (AMT)

[_____]

Funds and Accounts Created by The Twelfth Supplemental Indenture

In addition to the funds and accounts established pursuant to Section 502 of the General Indenture, which are to be maintained and used pursuant to Section 3.01 above, there are hereby created by the Twelfth Supplemental Indenture to be established by the Trustee and the Trustee as applicable and maintained in connection with the Bonds, namely:

	Name of Funds and Accounts	**Held By**	**Pledged to Bonds**
1	Series 2026 Refunding Bonds Sub-Account of the Cost of Issuance Account of the Proceeds Fund	Trustee	Yes
2	Series 2026 Refunding Bonds Redemption Account of the Redemption Fund	Trustee	Yes
3	Series 2026 Refunding Bonds Account of the Debt Service Reserve Fund	Trustee	Yes
4	Series 2026 Refunding Bonds Account of the Arbitrage Rebate Fund	Trustee	No
5	Series 2017 Escrow Fund	Trustee	No

In order to facilitate the purposes of the Twelfth Supplemental Indenture and the receipt, holding application and transfer of Net Revenues, the Trustee, at the direction of the Board, may create such additional funds, accounts and sub-accounts as may be required under the circumstances.

Transferred PFCs Account of the Debt Service Fund

The Trustee shall accept Net PFC Revenues transferred by the PFC Trustee for deposit to the Transferred PFCs Account of the Debt Service Fund and shall pay debt service on the Bonds on the Interest Payment Date immediately following receipt by the Trustee of such Net PFC Revenues.

Earnings on Accounts

Investment earnings on the sums credited to the following funds, and accounts created for the Bonds shall be applied as follows:

(a) investment earnings of the amounts credited to the Costs of Issuance Accounts shall remain therein until the Trustee is advised by the Board that all Issuance costs have been paid and any remaining balance shall be credited to the Airport Operating Account; and

(b) all investment earnings of the amounts credited to the Debt Service Reserve Fund shall be transferred to the Airport Operating Account.

Optional Redemption.

The Series 2026 Refunding Bonds maturing on or after January 1, 203_ are subject to redemption at the option of the Aviation Board, in whole or in part on any date on or after January 1, 203_ in the order directed by the Aviation Board, in minimum aggregate principal amounts of $5,000 and integral multiples thereof, from any available moneys in the Redemption Fund at the price of par plus accrued interest to the redemption date. The Aviation Board shall give the Trustee at least forty-five days' notice of any optional redemption to be made specifying the redemption date and principal amounts to be redeemed.

Selection of Bonds to be Redeemed

A redemption of Bonds may be a redemption of the whole or of any part of the Bonds, but solely from funds available for that purpose in accordance with the provisions of the Twelfth Supplemental Indenture. If less than all of the Bonds of any maturity shall be called for redemption under any provision of the Twelfth Supplemental Indenture permitting such partial redemption, the particular Bonds, or portions thereof to be redeemed shall be selected by the Board in its absolute discretion; provided further that, to the extent possible, Bonds or portions thereof shall be selected for redemption in a manner such that Bonds remaining Outstanding thereafter shall be in an Authorized Denomination. If it is determined that less than all of the principal amount represented by the Series 2026 Bonds is to be called for redemption, then, upon notice of intention to redeem such portion, the Registered Owner of such Bonds shall forthwith surrender such Bonds to the Trustee for (a) payment to such Registered Owner of the redemption price of such portion of principal amount so called and (b) making available for pickup by such Registered Owner of a new Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bonds. New Bonds representing the unredeemed balance of the principal amount of such Bonds shall be issued to the Registered Owner thereof, without charge, therefore. If the Registered Owner of any Series 2026 Bond or portion thereof selected for redemption shall fail to present such Bonds to the Trustee for payment and exchange as aforesaid, such Bonds shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the principal amount called for redemption (and to that extent only) and shall cease to bear interest on the specified redemption date and shall thereafter cease to be entitled to any lien, benefit or security under the Indenture.

Notice of Redemption

(a) In the event any of the Bonds are called for redemption, the Trustee shall, upon receipt from the Board of notice of its intention to redeem at least thirty (30) days prior to the date fixed therefore, give notice in the form provided by the Board to the Registered Owners and the Trustee in the name of the Board, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the date, the price, and the place or places where amounts due upon such event will be payable (which shall be the Principal Office of the Trustee) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of the Bonds, so to be redeemed, (ii) if any redemption is subject to the condition of receipt of sufficient monies and that if such condition is not satisfied, the Owners will be notified thereof as soon as practicable, and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by mail at least thirty (30) days prior to the date fixed for redemption to the Registered Owners of the Bonds to be redeemed; provided, however, that failure to give such notice by mail to any Registered Owner, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other of the Bonds. If a notice of redemption shall be unconditional, or if the

conditions of a conditional notice of redemption shall have been satisfied, then upon presentation and surrender of Bonds so called for redemption at the place or places of payment, such Bonds shall be redeemed.

(b) With respect to any notice of redemption of Bonds in accordance with Article IV of the Twelfth Supplemental Indenture, upon receipt by the Trustee of sufficient monies or Defeasance Obligations to effect such redemption on the applicable date, such Bonds shall be deemed to have been paid within the meaning of Section 1201 of the General Indenture. Such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, interest and premium, if any, on such Bonds to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, and the Board shall not be required to redeem such Bonds. In the event such moneys are not so received, the redemption shall not be made and the Trustee shall, within a reasonable time period, thereafter, give notice in the manner in which the notice of redemption was given, that such moneys were not so received.

(c) Any Bonds which have been duly selected for redemption and which are deemed to be paid in accordance with the Indenture shall cease to bear interest on the specified redemption date.

No Partial Redemption After Default

Anything in the Twelfth Supplemental Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default, there shall be no redemption or optional purchase by the Board of less than all of the Bonds at the time Outstanding.

Events of Default

The occurrence of an "Event of Default" pursuant to the General Indenture shall constitute, and is referred to herein, as an "Event of Default" with respect to the Bonds.

Remedies

(a) The applicable trustee shall give notice as provided in the General Indenture and the Twelfth Supplemental Indenture of any Event of Default to the Board, the City, the Trustee, and the Bondowners as promptly as practicable after the occurrence of any thereof, of which either trustee has actual knowledge known to it even though only an Event of Default with respect to Section 701 of the General Indenture constitutes an Event of Default with respect to the Bonds.

(b) If an Event of Default has occurred and is continuing with respect to the Bonds, the Trustee shall be governed by and follow the procedures of and pursue the remedies set forth in Article VII of the General Indenture.

Supplements and Amendments Not Requiring Bondowners Consent

The Board, the City, and the Trustee may, but without the consent or approval of, or notice to, any of the Bondowners, enter into such supplements and amendments to the Twelfth Supplemental Indenture as shall not, in the opinion of the Trustee, materially and adversely affect the interests of the Bondowners (which supplements and amendments shall thereafter form a part hereof), for any purpose including any of the following:

(a) to cure any ambiguity or formal defect or omission in the Twelfth Supplemental Indenture or in any supplement or amendment to the Twelfth Supplemental Indenture, or

(b) to grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them, or

(c) to subject to the lien and pledge of the Twelfth Supplemental Indenture additional payments, revenues, properties or collateral, or

(d) to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder, or

(e) any amendment, supplement or modification which shall not materially and adversely affect the interests of the Bondowners and which, in the judgment of the Trustee, will not prejudice the interests of the Trustee, or

(f) to evidence the appointment of a separate Trustee or Co-Trustee or the succession of a new Trustee, or

(g) to modify, amend, or supplement the Twelfth Supplemental Indenture or any supplement or amendment hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States, or

(h) to provide for the issuance of Bonds which are not maintained under a book entry system or in bearer form, to the extent permitted by law (but with the opinion of bond counsel that such change will not impair exclusion from gross income for federal income tax purposes), or

(i) to secure a rating in one of the two highest rating categories of the Rating Agency.

Supplements and Amendments Requiring Consent of Owners of the Secured Obligations

With the consent of the Owners of Bonds of not less than a majority in aggregate amount of the Secured Obligations at the time Outstanding, the Board, the City and the Trustee may, from time to time and at any time, enter into supplements and amendments to the Twelfth Supplemental Indenture, which the Board deems necessary and desirable for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Twelfth Supplemental Indenture or of any supplement or amendment to the Twelfth Supplemental Indenture or of modifying in any manner the rights of the Owners of the Bonds; provided, however, that nothing herein contained shall permit, or be construed as permitting without the consent of the Owners of not less than 100% in aggregate principal amount of the Secured Obligations at the time outstanding, (a) an extension of the maturity of the principal of or the interest on any Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium, if any, or the rate of interest thereon, or (c) granting a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture. Nothing herein contained, however, shall be construed as making necessary the approval by Bondowners of the execution of any supplement or amendment to the Twelfth Supplemental Indenture as authorized in the preceding heading not requiring Bondowner consent.

Copies of any such supplement or amendment shall be given at least 10 days prior to the effective date thereof to the Rating Agency. It shall not be necessary for the consent of the Registered Owners of Bonds to approve the particular form of any proposed supplement or amendment, but it shall be sufficient if such consent shall approve the substance thereof.

If at any time the Board shall request the Trustee to enter into any supplement or amendment to the Twelfth Supplemental Indenture for any of the purposes specified above, the Trustee shall, at the expense of the Board, cause notice of the proposed execution of such supplement or amendment to be mailed, postage prepaid, to the Trustee, to all Registered Owners. Such notice shall briefly set forth the nature of the proposed supplement or amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Secured Obligees. The Trustee shall not, however, be subject to any liability to any Secured Obligee by reason of its failure to mail the notice required hereunder, and any such failure shall not affect the validity of such supplement or amendment when consented to as provided above.

Whenever, at any time within three years after the date of the first giving of such notice, the Board shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority in aggregate amount of the Secured Obligations then Outstanding, which instrument or instruments shall refer to the proposed supplement or amendment described in such notice and shall specifically consent to and

approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Trustee and the City may execute such supplement or amendment in substantially such form, without liability or responsibility to any Owner of any Secured Obligations, whether or not such Owner shall have consented thereto.

If the Owners of not less than a majority in aggregate amount of the Secured Obligations Outstanding at the time of the execution of such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to the execution of such supplement or amendment, or to object to any of the terms and provisions contained therein or the operation thereof or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Board or the City from executing the same or from taking any action pursuant to the provisions thereof.

Supplements and Amendments Deemed Part of Supplemental Indenture

Any supplement or amendment to the Twelfth Supplemental Indenture executed in accordance with the provisions of the Twelfth Supplemental Indenture shall thereafter form a part of the Twelfth Supplemental Indenture, and all of the terms and conditions contained in any such supplement or amendment as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of the Twelfth Supplemental Indenture for any and all purposes. Upon the execution of any supplement or amendment to the Twelfth Supplemental Indenture pursuant to the provisions of the Twelfth Supplemental Indenture, the Twelfth Supplemental Indenture shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Twelfth Supplemental Indenture of the Board, the City, the Trustee, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Release of Supplemental Indenture

Bonds issued pursuant to the provisions hereof, shall be deemed paid and no longer considered Outstanding and the provisions of the Twelfth Supplemental Indenture discharged upon satisfaction and in accordance with the provisions of the General Indenture. Notwithstanding the foregoing sentence, (i) any defeasance accomplished with cash will be accompanied by an opinion of counsel that the defeasance cash held to pay any of the Bonds will not be included within the estate of the Board in the event of a bankruptcy proceeding by or against it, (ii) concurrent with any such defeasance, the Board shall have received a verification report of a firm of certified public accountants or other nationally recognized verification firm opining as to the sufficiency of the Defeasance Obligations and cash to pay all defeased Bonds as scheduled, and (iii) each Rating Agency having previously rated the Bonds shall be given notice of such defeasance.

No Additional Bonds or Subordinate Bonds

Anything herein to the contrary notwithstanding, there shall be no Additional Bonds or other Obligations issued pursuant to the Twelfth Supplemental Indenture. Additional Bonds and Subordinated Bonds may be issued in accordance with the provisions as applicable of the General Indenture.

Covenants of Board

(a) Payment of Debt Service on the Bonds: The Board covenants that it will promptly pay or cause to be paid the principal of and redemption premium, if any, and interest on every Bond at the places, on the dates and in the manner provided herein and such Bond according to the true intent and meaning thereof. Except as in the Twelfth Supplemental Indenture otherwise provided, such principal, redemption premium, and interest on every Series 2026 Bond is payable solely from the payments made by the Board from the Trust Estate and the Transferred PFCs Account of the Debt Service Fund.

(b) Covenant not to issue Additional PFC Bonds [under the PFC Indenture]: The Board covenants and agrees that no additional PFC Bonds will be issued under the PFC Indenture.

(c) Performance of Covenants: The Board covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the General Indenture, the Twelfth Supplemental Indenture, in any and every Obligation executed, authenticated and delivered hereunder and in all proceedings of the Board pertaining thereto, and will faithfully observe and perform at all times any and all covenants, undertakings, stipulations, and provisions of any Reimbursement Agreement on its part to be observed or performed.

(d) Successors are Bound: In the event of the dissolution of the Board, all of the covenants, stipulations, obligations, and agreements contained in the Twelfth Supplemental Indenture by or on behalf of or for the benefit of the Board shall bind or inure to the benefit of the successor or successors of the Board from time to time and any officer, board, commission, authority, agency, or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations, and agreements shall be transferred by or in accordance with law. The word "Board" as used in the Twelfth Supplemental Indenture shall include such successor or successors.

(e) Maintenance of Tax-Exemption of Series 2026 Refunding Bonds: The Board covenants that it shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2026 Refunding Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the Board covenants that it will comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(f) Investment Instructions to Trustee: In the event that at any time the Board is of the opinion that for the purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Trustee under the Twelfth Supplemental Indenture, the Board shall so instruct the Trustee under the Twelfth Supplemental Indenture in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

Notwithstanding any provisions of this Section, if the Board shall provide to the Trustee an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2017 Tax-exempt Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Reliance upon Opinions and Certifications

Any certificate or opinion made or given by an officer of the Board may be based (whether or not expressly so stated), insofar as it relates to legal matters, upon a certificate or opinion of, or representation by counsel, unless such officer knows that the certificate or representation, with respect to the matter upon which his or her certificate or opinion may be based, are erroneous. Any certificate or opinion made or given by counsel may be based (whether or not expressly so stated), insofar as it relates to factual matters, upon the certificate or opinion of, or representation by, an officer or officers of the Board, unless such counsel knows that the certificate, opinion, or representation with respect to the matters upon which his or her certificate or opinion may be based as aforesaid, is erroneous.

All representations, warranties, and covenants on the part of the Board contained in the Twelfth Supplemental Indenture are based, insofar as they relate to legal matters, upon an opinion or opinions of or representations by counsel.

Louisiana Law Governs

The Twelfth Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Louisiana.

Payments Due on Legal Holidays

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption or purchase of any Bonds or the date fixed for the giving of notice or the taking of any action under the Twelfth

Supplemental Indenture shall not be a Business Day, then payment of such interest, principal, Purchase Price and redemption premium, if any, the giving of such notice or the taking of such action need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest on such payment shall accrue for the period after such date.

Further Authority

The officials of the Board, attorneys, engineers, and other agents or employees of the Board are hereby authorized to do all acts and things required of them by the Twelfth Supplemental Indenture for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and the Twelfth Supplemental Indenture.

APPENDIX C

FORM OF OPINIONS OF CO-BOND COUNSEL

December __, 2026

Honorable Board of Commissioners
New Orleans Aviation Board
New Orleans, Louisiana

Re: $66,635,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026A (Non-AMT)

$76,755,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026B (AMT)

Ladies and Gentlemen:

We have acted as co-bond counsel in connection with the issuance by the New Orleans Aviation Board (the "*Issuer*"), an unattached board of the City of New Orleans, Louisiana (the "*City*"), of (i) $66,635,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026A (Non-AMT) (the "*Series 2026A Refunding Bonds*") and (ii) $76,755,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026B (AMT) (the "*Series 2026B Refunding Bonds*", together with the Series 2026A Refunding Bonds, the "*Series 2026 Refunding Bonds*").

The Series 2026 Refunding Bonds are issued pursuant to (i) authority conferred by Article VI, Section 37 of the Louisiana Constitution of 1974, as amended, Part XIV of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, in particular Sections 1034(D) and (F) thereof, together with other constitutional and statutory authority supplemental thereto, including, without limitation, the provisions of Chapter 13 of Subtitle III, in particular Section 1430 thereof, of Title 39 (collectively, the "*Act*"), (ii) resolutions (a) of the Issuer adopted on May 21, 2026 and July 16, 2026 (together, the "*Bond Resolution*") and (b) of the City adopted on June 24, 2026 ("*City Resolution*") approving the issuance and sale of the Series 2026 Refunding Bonds by the Issuer and (iii) provisions of that certain General Revenue Bond Trust Indenture among the Issuer, the City, and The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*") dated as of February 1, 2009, (the "*General Indenture*") as amended and supplemented through that certain Twelfth Supplemental Trust Indenture among the same parties dated as of December 1, 2026 (the "*Twelfth Supplemental Indenture*" and together with the General Indenture and the prior Supplemental Indentures, the "*Indenture*").

Capitalized terms used herein and not defined herein shall have the meaning set forth in the Indenture.

Proceeds of the Series 2026A Refunding Bonds together with other funds under the Indenture will be used (i) to refund and discharge all or a portion of the Series 2017A Bonds and (ii) to pay for the costs of issuing the Series 2026A Refunding Bonds. Proceeds of the Series 2026B Refunding Bonds together with other funds under the Indenture will be used (i) to refund and discharge all or a portion of the Series 2017B Bonds and the Series 2017D-2 Bonds and (ii) to pay for the costs of issuing the Series 2026B Refunding Bonds.

We have examined (i) the Constitution and Statutes of the State of Louisiana (the "State"), including the Act, (ii) the Bond Resolution and the City Resolution, (iii) executed counterparts of the Indenture, and (iv) such other documents, instruments, proceedings and matters of law as we have considered necessary or appropriate for purposes of this opinion.

On the basis of the foregoing examinations, we are of the opinion as of the date hereof and under existing law that:

1. The Issuer is an unattached board of the City pursuant to the City's Home Rule Charter with full power and authority under the Act to issue the Series 2026 Refunding Bonds and to perform all of its obligations under the Indenture.

2. The Indenture (i) has been duly authorized, executed, and delivered by the Issuer and the City, (ii) constitutes a legal, valid, and binding obligation of the City and the Issuer, and (iii) creates a legal, valid, and binding first lien pledge of the Net Revenues and of the other property pledged as described in the Indenture to the Series 2026 Refunding Bonds.

3. The Series 2026 Refunding Bonds have been duly authorized, executed, and delivered and constitute legal, valid, and binding special limited obligations of the Issuer, payable solely from and secured by the sources provided for in the Indenture. Neither the City's general credit nor taxing power is pledged as security for the payment of the Series 2026 Refunding Bonds. The Issuer has no taxing power.

4. Interest (a) on the Series 2026 Refunding Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), except that no opinion is expressed as to the status of interest on any Series 2026B Refunding Bond for any period that a Series 2026B Refunding Bond is held by a "substantial user" of the facilities financed by such Series 2026B Refunding Bond or by a "related person" within the meaning of Section 147(a) of the Code, (b) on the Series 2026A Refunding Bonds is not treated as a preference item in calculating the alternative minimum tax under the Code, (c) on the Series 2026B Refunding Bonds is treated as a preference item in calculating the alternative minimum tax under the Code for individuals, (d) on the Series 2026 Refunding Bonds shall be taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations, and (e) on the Series 2026 Refunding Bonds is exempt from all taxation for state, parish, municipal or other purposes in the State of Louisiana.

The Code and the regulations applicable thereunder contain certain requirements which must be met subsequent to the issuance and delivery of the Series 2026 Refunding Bonds for the interest on the Series 2026 Refunding Bonds to be and remain excluded from gross income of the owners of such Series 2026 Refunding Bonds for federal income tax purposes. The Issuer has covenanted to institute programs and procedures in the Indenture and other documents for the purpose of satisfying the applicable requirements of the Code and applicable Regulations.

In rendering the opinions expressed in item 4 above, we have relied on representations of the Issuer with respect to matters solely within the knowledge of the Issuer and have assumed continuing compliance by the Issuer with the covenants in the Indenture and other documents pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Series 2026 Refunding Bonds for federal income tax purposes.

The foregoing is qualified to the extent that the rights of the owners of the Series 2026 Refunding Bonds and the enforceability of the Bond Resolution, the Series 2026 Refunding Bonds, and the Indenture, as the case may be, may be subject to bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of the sovereign police powers of the State of Louisiana or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

Except as stated above, we express no opinion as to any federal or state tax consequences resulting from the ownership of, receipt of interest on or disposition of the Series 2026 Refunding Bonds and our services as co-bond counsel have not extended beyond the examinations and expressions of conclusions referred to above.

Respectfully submitted,

Butler Snow LLP

Auzenne & Associates, L.L.C.

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

FORM OF OPINION OF AVIATION BOARD COUNSEL

December __, 2026

Honorable Commissioners
New Orleans Aviation Board
New Orleans, Louisiana
(Issuer)

Raymond James & Associates, Inc.
New Orleans, Louisiana
(on behalf of Underwriters)

The Bank of New York Mellon Trust Company, N.A.
Baton Rouge, Louisiana
(Trustee)

Butler Snow LLP
New Orleans, Louisiana
(Co-Bond Counsel)

Auzenne & Associates, L.L.C.
New Orleans, Louisiana
(Co-Bond Counsel)

Re: $66,635,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026A (Non-AMT)

$76,755,000*
New Orleans Aviation Board
General Airport Revenue Refunding Bonds
Series 2026B (AMT)

Ladies and Gentlemen:

This opinion is being rendered to you in the undersigned's capacity as Chief Legal Counsel to the New Orleans Aviation Board (the "*Aviation Board*") of the City of New Orleans, Louisiana (the "*City*"), relating to the sale and delivery of (i) $66,635,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026A (Non-AMT) (the "*Series 2026A Refunding Bonds*") and (ii) $76,755,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026B (AMT) (the "*Series 2026B Refunding Bonds*", together with the Series 2026A Refunding Bonds, the "*Series 2026 Refunding Bonds*"). The Series 2026 Refunding Bonds are issued pursuant to resolutions of the Aviation Board adopted on May 21, 2026 and July 16, 2026 (together, the "*Bond Resolution*") and pursuant to the provisions of the General Revenue Bond Trust Indenture dated as of February 1, 2009 (the "*General Indenture*") among the Aviation Board, The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*"), and the City, as supplemented and amended through that certain Twelfth Supplemental Trust Indenture dated as of December 1, 2026 (the "*Twelfth Supplemental Indenture"* and, together with the General Indenture and the prior Supplemental Indentures, the "*Indenture*").

All capitalized terms herein (unless otherwise defined herein) shall have the respective meanings assigned thereto in the Indenture.

Proceeds of the Series 2026A Refunding Bonds together with other funds under the Indenture will be used (i) to refund and discharge all or a portion of the Series 2017A Bonds and (ii) to pay for the costs of issuing the Series 2026A Refunding Bonds. Proceeds of the Series 2026B Refunding Bonds together with other funds under the Indenture will be used (i) to refund and discharge all or a portion of the Series 2017B Bonds and the Series 2017D-2 Bonds and (ii) to pay for the costs of issuing the Series 2026B Refunding Bonds.

As Chief Legal Counsel for the Aviation Board, I am familiar with the constitution, statutes, and Home Rule Charter creating the Aviation Board, official records of the Aviation Board, and the general history of the Aviation Board. In connection with this opinion, I have examined, or caused to be examined, such documents, records, consents, and papers, and considered such questions of law and fact as I have deemed relevant and necessary. In furnishing this opinion, I have examined the documents relating to the Series 2026 Refunding Bonds transaction and I have made such investigation of matters of fact and law as I have deemed necessary or appropriate to provide a basis for the opinions set forth herein. In such examination and investigation, I have relied on certificates of members and/or staff of the Aviation Board, Consultants to the Aviation Board and Co-Bond Counsel. Likewise, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted as originals, and the conformity to original documents of all documents submitted as certified or photostatic copies. I have also assumed that all parties to the documents relating to this bond transaction (other than the Aviation Board) have the corporate power and authority to enter into and perform all obligations thereunder, and, as to such other parties, the due authorization by all requisite corporate action, the due execution and delivery and the validity, binding effect, and enforceability of each such document.

Based upon the foregoing, I am of the opinion that:

1. The Aviation Board is an unattached board of the City under its Home Rule Charter with full power and authority, among other things, to adopt and perform its duties and obligations under the Bond Resolution, to deliver the Preliminary Official Statement for the Series 2026 Refunding Bonds dated November 10, 2026 (the "*Preliminary Official Statement*") and the Official Statement for the Series 2026 Refunding Bonds dated December ___, 2026 (the "*Official Statement*"), to execute, deliver and perform its duties and obligations under the Bond Purchase Agreement and the Continuing Disclosure Certificate executed by the Aviation Board on December __, 2026 (the "*Continuing Disclosure Certificate*") relating to the Series 2026 Refunding Bonds, and the Tax Certificate executed by the Aviation Board on December __, 2026 (the "*Tax Certificate*", and, together with the Indenture, the Bonds, the Bond Purchase Agreement, the Escrow Agreement dated December __, 2026 by and between the Aviation Board and the Trustee, and the Continuing Disclosure Certificate, the "*Issuer Documents*") relating to the Series 2026 Refunding Bonds and the Series 2017 Bonds, to authorize, issue and sell the Series 2026 Refunding Bonds, to operate the Airport, to collect and enforce the collection of the Revenues as covenanted in the Bond Resolution and the Indenture and to impose, collect and use other available moneys in accordance with the Aviation Board's Plan of Refunding.

2. The Issuer Documents have been duly authorized, executed, and delivered by the Aviation Board. The Bond Resolution has been duly adopted by the Commissioners of the Aviation Board, and all such instruments and the Series 2026 Refunding Bonds constitute valid and legal obligations of the Aviation Board enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

3. Compliance with the provisions of the Issuer Documents and the Bond Resolution and performance of the Aviation Board's obligations contemplated therein do not conflict with, or constitute a breach of or default under, any applicable law, regulation, court order or consent decree of the State or any department, division, agency or instrumentality thereof or of the United States, or any loan agreement, note, resolution, indenture, order, agreement, ordinance, or other instrument to which the Aviation Board is a party or may otherwise be subject.

4. All approvals, consents, and orders of any government authority, board, agency, or commission (including the FAA and the State Bond Commission) having jurisdiction which would constitute a condition precedent

to the performance by the Aviation Board of its obligations under the Issuer Documents and the Bond Resolution have been obtained and are in full force and effect.

5. Except as set forth in the Official Statement, there is no litigation or proceeding pending or, to the undersigned's knowledge, threatened, in any way affecting the existence of the Aviation Board, or seeking to restrain or to enjoin the issuance, sale or delivery of the Series 2026 Refunding Bonds, or the right of the Aviation Board to collect the Revenues and other moneys pledged or to be pledged to pay the principal of and interest on the Series 2026 Refunding Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Issuer Documents or the Bond Resolution, or contesting in any way the completeness or accuracy of the Official Statement, the powers of the Aviation Board or its authority with respect to the Issuer Documents.

6. The information contained in the Official Statement under the headings "INTRODUCTORY STATEMENT," "THE AVIATION BOARD," "PLAN OF REFUNDING," "THE AIRPORT," "AIRPORT FINANCIAL INFORMATION," "SUMMARY OF INSURANCE FOR NEW ORLEANS AVIATION BOARD," "THE PASSENGER FACILITY CHARGE PROGRAM," "CAPITAL IMPROVEMENT PROGRAM," "LITIGATION," "LEGAL MATTERS," "CONTINUING DISCLOSURE," and "MISCELLANEOUS" does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein in light of the circumstances under which they were made, not misleading.

In rendering this opinion, I do not express any opinion concerning any law other than the law of the State of Louisiana and the federal law of the United States, and I do not express any opinion, either implicitly or otherwise, on any issue not expressly addressed herein.

This opinion is being rendered to you for your sole benefit, and no other person or entity, other than you, is entitled to rely thereon without my prior written consent.

Respectfully submitted,

Michele D. Allen-Hart
New Orleans Aviation Board Chief Legal Counsel and Deputy Director of Aviation-Legal Affairs

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX E

FINANCIAL STATEMENTS

[THIS PAGE INTENTIONALLY LEFT BLANK]

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT

(A Proprietary Component Unit of the City of New Orleans)

Financial Statements

December 31, 2025 and 2024



TABLE OF CONTENTS

FINANCIAL SECTION

Independent Auditor's Report 1
Management's Discussion and Analysis 4

Basic Financial Statements

Statements of Net Position 18
Statements of Revenues, Expenses, and Changes in Net Position 20
Statements of Cash Flows 21
Notes to Financial Statements 23

Required Supplementary Information

Schedule of Changes in Net Pension Liability and Related Ratios 64
Schedule of Employer Contributions to Defined Benefit Plan 65
Schedule of Changes in OPEB Liability and Related Ratios 66

Other Supplementary Information

Supplemental Schedule of Investments 67
Supplemental Schedule of Operating Revenues and Expenses by Area of Activity 69
Supplemental Schedule of Historical Debt Service Coverage Ratio as Required Under the General Revenue Bond Trust Indenture dated February 1, 2009 70
Schedule of Compensation, Benefits, and Other Payments to the Director of Aviation 71

Report on Internal Control And Compliance Matters

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 72
Schedule of Findings and Responses 74

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
3850 North Causeway Boulevard
Suite 1400
Two Lakeway Center
Metairie, LA 70002

504.837.9116
504.837.0123 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S REPORT

To the New Orleans Aviation Board and the
City Council of the City of New Orleans
New Orleans, Louisiana

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Louis Armstrong New Orleans International Airport (the Airport), a proprietary component unit of the City of New Orleans, as of and for the years ended December 31, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the Airport's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Airport, as of December 31, 2025 and 2024, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Airport and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Airport's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Airport's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Airport's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis information and the GASB-required pension and OPEB supplementary information, on pages 4-17 and 64-66, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information

for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Airport's basic financial statements. The Supplemental Schedule of Investments, Supplemental Schedule of Operating Revenues and Expenses by Area of Activity, Supplemental Schedule of Historical Debt Service Coverage Ratio as Required Under the General Revenue Trust Indenture dated February 1, 2009, and Schedule of Compensation, Benefits and Other Payments to the Director of Aviation (collectively, the Schedules) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2026, on our consideration of the Airport's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Airport's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Airport's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

Metairie, Louisiana
June 29, 2026

This narrative discussion and analysis is intended to serve as an introduction to the Louis Armstrong New Orleans International Airport's basic financial statements for the fiscal year ended December 31, 2025. The information presented here should be read in conjunction with the financial statements, footnotes, and supplementary information in this report.

Financial Highlights

- The assets and deferred outflows of the Louis Armstrong New Orleans International Airport (the Airport) exceeded its liabilities and deferred inflows at December 31, 2025 and 2024 by $577,508,143 and $579,205,336.
- The Airport's total net position decreased by $1,697,193 or -0.29% for 2025 and increased by $9,866,176 or 1.73% for 2024

Overview of the Financial Statements

The Louis Armstrong New Orleans International Airport (the Airport) is structured as an enterprise component unit. The financial statements are prepared on the accrual basis of accounting. Therefore, revenues are recognized when earned and expenses are recognized when incurred. Capital assets are reported at their historical cost, which is reported as depreciation expense over the course of their useful lives, except for land and easements. See the notes to the financial statements for a summary of the Airport's significant accounting policies.

Following this Management Discussion and Analysis (MD&A) are the basic financial statements (including notes to financial statements) and supplemental schedules of the Airport. This information taken collectively is designed to provide readers with an understanding of the Airport's finances.

The statement of net position presents information on all of the Airport's assets and deferred outflows, and liabilities and deferred inflows, with the difference between these reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of the Airport's financial position.

The statement of revenues, expenses, and changes in net position presents information showing how the Airport's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The principal operating revenues of the Airport are from sources such as airlines, concessions, rental cars, and parking. Investment income, passenger facility charges, customer facility charges, federal grants, and other revenues not related to the operations of the Airport are non-operating revenues. Operating expenses include the cost of airport and related facilities maintenance, administrative expenses, and depreciation on capital assets. Interest expense and financing costs are non-operating expenses.

The statement of cash flows relates to the flows of cash and cash equivalents. Consequently, only transactions that affect the Airport's cash accounts are recorded in this statement. A reconciliation is a part

of this statement to assist in the understanding of the difference between cash flows from operating activities and operating income or loss.

Financial Position

Total assets and deferred outflows of resources decreased by $3,412,916 (-0.17%) from 2024 to 2025 due primarily to the decrease in cash and cash equivalents by $7,191,957, a decrease in accounts receivable of $10,428,303. This is offset by the increase in net capital assets of $9,279,846 and an increase in Due from the City of New Orleans of $5,604,201. The decrease in cash is related to normal fluctuations of business and the decrease in accounts receivable is related to the reduction in AR tenants as tenant rents were collected timelier during the year. The increase in capital assets is related to improvements made to the terminal and the increase in the amount due from the City of New Orleans due to less timely collections from the City of New Orleans. Total liabilities and deferred inflows decreased by $1,715,723 (0.12%) primarily resulting from a net decrease in capital projects and retainage payable of $4,050,102, a decrease in accounts payable and accrued expenses of $7,909,841, a decrease in pension liability of $2,641,214 which is offset by a net increase in bond payables, including interest of $7,155,028 and the increase in loans payable of $17,334,068. Accounts and capital projects payable decreased due to the timing of payments made on outstanding payable balances before the end of the fiscal year. Bonds and Loans payable increased due to the issuance of new refunding bonds and short-term loans.

The largest portion of the Airport's net position, $234,494,957 (40.60%) at 2025 and $231,284,057 (39.93%) at 2024, represents its net investment in capital assets (e.g., land, buildings, machinery, and equipment, less the debt incurred to construct or acquire them). The Airport uses these assets to provide services to its passengers, visitors, and tenants of the airport; consequently, these assets are not available for future spending. Although the Airport's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from operations, since the capital assets cannot be used to liquidate these liabilities.

An additional portion of the Airport's net position, $290,396,210 (50.28%) at 2025 and $333,072,688 (57.43%) at 2024, represents resources that are subject to restrictions from contributors, bond indentures, and state and federal regulations on how they may be used. The remaining balance of unrestricted net position, $52,616,976 (9.11%) may be used to meet the Airport's ongoing obligations.

Summary of Net Position (in thousands)

	2025	2024	2023
Assets:			
Current assets:			
Unrestricted assets	$ 104,355	$ 90,044	$ 46,709
Restricted assets	323,391	305,325	251,155
Noncurrent assets:			
Unrestricted assets	68,033	67,809	53,782
Restricted assets	13,844	54,888	46,371
Net capital assets	1,526,534	1,521,894	1,512,723
Total assets	$ 2,036,157	$ 2,039,960	$ 1,910,740
Deferred Outflows of Resources:			
Deferred amounts related to pension liability	$ 2,088	$ 1,230	$ 3,239
Deferred amounts related to OPEB liability	1,183	1,393	1,699
Deferred losses on advance refunding	3,382	3,640	3,899
Total deferred outflows	$ 6,653	$ 6,263	$ 8,836
Liabilities:			
Current liabilities	$ 103,667	$ 158,425	$ 85,702
Noncurrent liabilities	1,225,520	1,173,220	1,180,579
Total liabilities	$ 1,220,187	$ 1,331,646	$ 1,266,281
Deferred Inflows of Resources:			
Deferred amounts related to pension liability	$ 4,820	$ 2,141	$ 759
Deferred amounts related to leases	60,716	60,853	45,991
Deferred amounts related to OPEB liability	1,691	1,684	1,513
Deferred gains on advanced refunding	34,199	35,999	-
Deferred amounts related to service concession arrangement	33,690	34,695	35,694
Total deferred inflows	$ 135,116	$ 135,372	$ 83,957
Net Position:			
Net investment in capital assets	$ 234,495	$ 231,284	$ 308,031
Restricted	290,396	333,073	264,487
Unrestricted	52,617	14,848	(3,179)
Total net position	$ 577,508	$ 579,205	$ 569,339

Debt Activity

At December 31, 2025 and 2024, the Airport had total debt outstanding of $1,227,388,630 and $1,223,150,413, respectively. The Airport's debt represents bonds secured solely by operating, Passenger Facility Charges (PFC) and Customer Facility Charges (CFC) revenue. As of the date of the audit, all required bond and loan principal and interest payments have been made.

Outstanding Debt (in thousands)

	2025	2024	2023
Bonds payable:			
Revenue Bonds 2015A-B	$ -	$ -	$ 565,325
Revenue Bonds 2017A-D	333,700	338,865	343,785
GO Zone CFC Revenue Bonds 2018	81,180	82,565	82,565
GO Zone Revenue Bonds 2019	20,075	20,895	21,675
Series 2023A-B	21,925	22,610	22,610
Series 2024A-C	606,440	606,440	-
Unamortized bond discount	(1,408)	(1,532)	(220)
Unamortized bond premium	66,529	71,743	75,703
Loans payable:			
Series 2022	-	61,054	61,054
Series 2024	34,367	20,510	-
Series 2025	64,530	-	-
	$ 1,277,338	$ 1,223,150	$ 1,172,497

More detailed information on long-term debt can be found in Note 6 of the accompanying financial statements.

Capital Assets

The Airport's investment in capital assets for the years ended December 31, 2025 and 2024 is presented in the following tables. The total increase for the years ended December 31, 2025 and 2024 was 2.70% and 3.00%, respectively, before accumulated depreciation. The increase is due to the completion of the last remaining projects related to the new terminal, particularly the staff administration area. The significant increase in assets was offset by a decrease in construction in progress during the year for the following major projects:

Project	Approximate cost during FY 2025
North Terminal Project Design/Construction	$56 million
Hurricane Ida	$2 million
Taxiway Construction	$5 million

Project	Approximate cost during FY 2024
North Terminal Project Design/Construction	$34 million
Taxiway Construction	$24 million
Hurricane Ida	$8 million

More detailed information on capital assets can be found in Note 5 of the accompanying financial statements.

Net Capital Assets (in thousands)

	2025	2024	2023
Land	$ 78,139	$ 78,139	$ 78,139
Air rights	22,282	22,282	22,282
Land improvements	598,788	601,537	575,258
Buildings and furnishings	1,789,871	1,721,936	1,679,654
Utilities	57,029	57,029	57,029
Fuel Tank Farm	39,118	39,118	39,118
Equipment	13,290	12,737	11,336
Computers	1,583	1,535	1,535
HP Finance Lease	908	908	908
Right-to-use SBITA asset	242	242	-
Construction in progress	80,255	71,977	66,309
Total capital assets	2,681,505	2,607,439	2,531,568
Less accumulated depreciation	1,154,971	1,085,545	1,018,845
Net capital assets	$ 1,526,534	$ 1,521,895	$ 1,512,723

Airlines Rates and Charges

An Airline Airport Use and Lease Agreement became effective January 1, 2009. Actual rates for 2025, 2024 and 2023 are included in the table below.

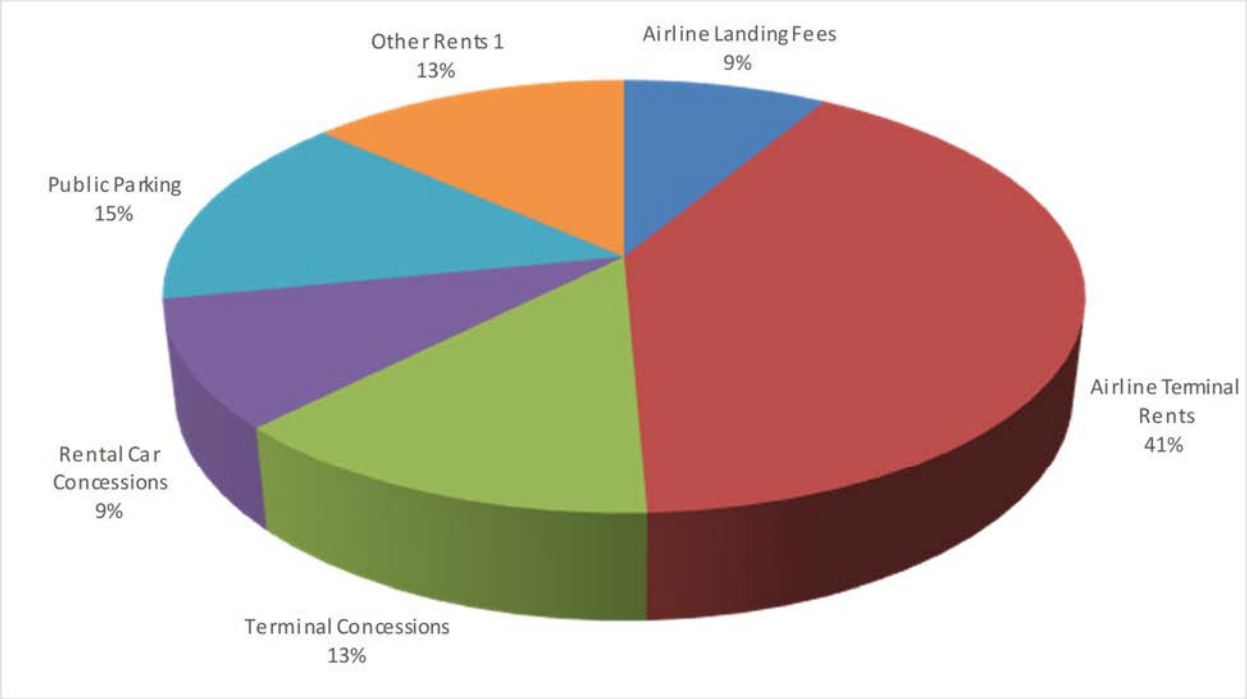
	2025	2024	2023
Terminal building rental rates (per sq. ft.)	$221.42	$171.28	$169.85
Landing fee rate (per 1,000 lbs.)	1.42	0.26	0.46
Apron use fee rate (per sq. ft.)	1.44	1.47	2.04
Enplaned passenger use fee (per passenger)	11.54	9.43	9.24

Under the terms of the agreement, these rates are subject to a year-end settlement. The Airport is required to use its best efforts such that within the later of (i) one hundred twenty (120) days following the close of each fiscal year or (ii) within sixty (60) days of receipt of audited financial statements, rates for rentals, fees, and charges for the preceding fiscal year shall be recalculated using available financial data and the methods set forth in the agreement.

Revenues

The following chart shows major sources and the percentage of operating revenues for the year ended December 31, 2025.

Operating Revenue



Operating Revenues (in thousands)

Passenger and cargo airlines:			
Airline landing fees	$ 12,152	3,624	$ 4,163
Airline terminal rents	57,851	44,421	43,099
Land rents	120	142	158
Other rents	5,144	3,992	3,782
Total passenger and cargo airlines	75,267	52,179	51,202
Non airline rentals:			
Terminal concessions	18,587	17,592	16,640
Car rental concessions	13,430	12,750	12,089
Public parking	20,827	21,977	19,519
Other rents	13,780	11,514	10,276
Total nonairline revenues	66,624	63,833	58,524
Total operating revenues	$ 141,891	116,012	$ 109,726

2025 vs. 2024

Total passenger and cargo airline revenue for 2025 increased by $22 million (45.7%) compared to 2024 due to increased terminal, landing, and debt service expenses related to new Capital projects in 2025. Non-airline revenues primarily increased by $3.9 million (5.8%) due to increased revenues related to Super Bowl LIX, and entering into new leases agreements.

2024 vs. 2023

Total passenger and cargo airline revenue for *2024* increased by $0.8 million (1.7%) compared to ***2023*** due to increased Airline terminal rent, which was a result of increased passenger activity in *2024*. Non-airline revenues increased by $5.5 million (8.8%) due to increased terminal and car rental concessions, which is a result of increased passenger activity in *2024*.

	2025	2024	2023
Cost per enplaned passenger:			
Airline revenues	$ 72,243	$ 50,907	$ 51,202
Enplaned passengers	6,218	6,561	6,367
Cost per enplaned passenger	$ 11.62	$ 7.76	$ 8.04

Non-Operating Revenues and Capital Contributions (in thousands)

The following chart shows major sources of non-operating revenues for the years ended December 31, 2025, and 2024.

	2025	2024	2023
Investment income, net	$ 14,420	$ 16,362	$ 14,348
Lease interest income	3,028	2,547	2,454
Passenger facility charges	24,447	25,794	25,016
Customer facility charges	20,207	15,800	14,961
Capital contributions	6,940	27,770	10,443
Federal grants	35	8,153	9,740
Other, net	3,449	6,242	11,897
	$ 72,526	$ 102,668	$ 88,859

2025 vs. 2024

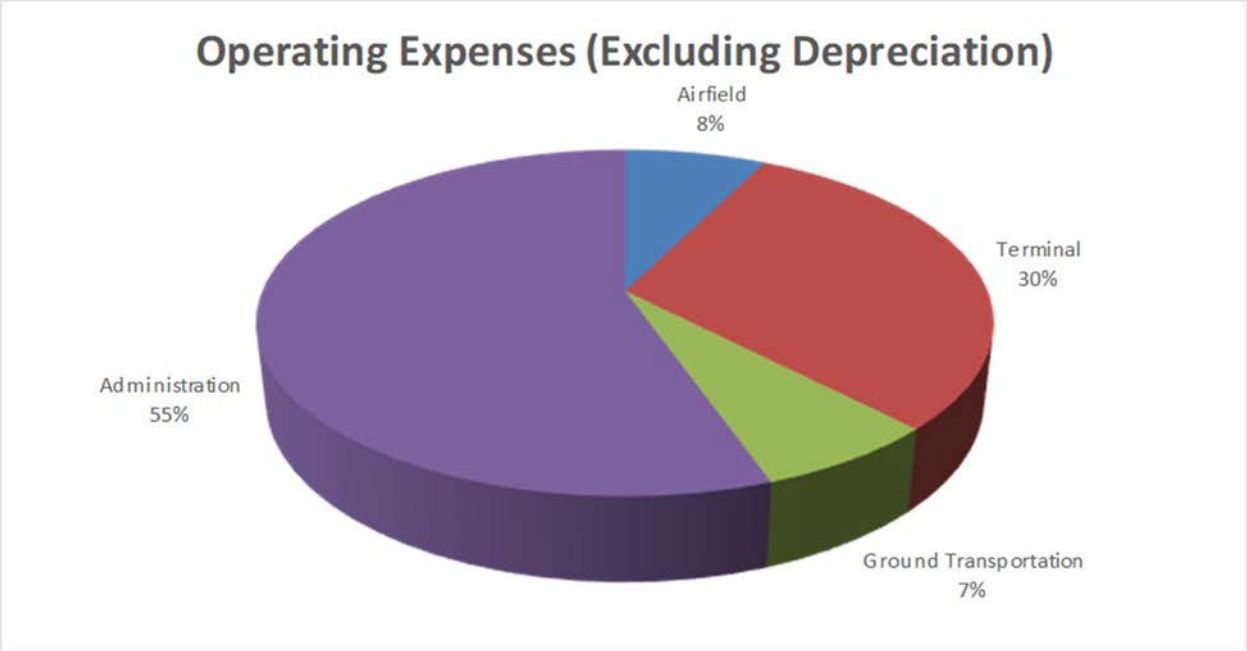
Non-operating revenues decreased for *2025* by $30.1 million (29.4%) primarily due to an increase in capital contributions.

2024 vs. 2023

Non-operating revenues increased for *2025* by $13.8 million (15.5%) primarily due to an increase in capital contributions.

Expenses

The following chart shows major expense categories and the percentage of operating expenses for the year ended December 31, 2025.



Operating Expenses before Depreciation and Impairment

	2025	2024	2023
Direct			
Airfield	$ 6,192	$ 5,369	$ 4,795
Terminal	25,316	24,941	25,040
Ground transportation	5,737	4,787	4,752
Administration	46,258	42,373	40,292
	$ 83,503	$ 77,470	$ 74,879

2025 vs. 2024

The operating expenses, before depreciation and impairment, increased by approximately $6.0 million compared to the prior year. This increase was primarily due to increased contract services and increased insurance expenses.

2024 vs. 2023

The operating expenses, before depreciation and impairment, increased by approximately $2.6 million compared to the prior year. This increase was primarily due to increased contract services and increased insurance expenses.

Non-Operating Expenses

The following chart shows major expense categories of non-operating expenses for the years ended December 31, 2025, 2024 and 2023 (in thousands).

	2025	2024	2023
Interest expense and bond costs	$ 52,606	$ 54,370	$ 49,251
Terminal transportation costs	10,090	10,275	8,020
Total Non-operating Expense	$ 62,696	$ 64,645	$ 52,271

2025 vs. 2024

The Non-operating expense decreased by approximately $1.9 million due to decreases In bond costs related to issuing new bonds.

2024 vs. 2023

The Non-operating expense increased by approximately $12.4 million to increases in interest expenses and bond costs related to issuing new bonds, and increased terminal transportation costs.

Total Revenues and Expenses (in thousands)

The following table reflects the total revenues and expenses for the Airport (in thousands):

	2025	2024	2023
Total operating revenues	$ 141,891	$ 116,012	$ 109,727
Total non-operating revenues	72,526	102,668	88,859
Total revenues	$ 214,417	$ 218,670	$ 198,586
Total operating expenses	$ 153,418	$ 144,170	$ 138,158
Total non-operating expenses	62,697	64,645	57,271
Total expenses	$ 216,115	$ 208,815	$ 195,429

Summary of Changes in Net Position (in thousands)

	2025	2024	2023
Summary of changes in net position:			
Operating revenues	$ 141,891	$ 116,012	$ 109,726
Operating expenses before depreciation and impairment	83,503	77,471	74,878
Operating income before depreciation and impairment	58,388	38,541	34,848
Depreciation	69,915	66,699	63,279
Operating income (loss)	(11,527)	(28,158)	(28,432)
Non-operating revenues, net	2,890	10,254	(21,144)
Income before capital contributions and transfers	(8,637)	(17,904)	(7,287)
Capital contributions	6,939	27,770	10,443
Change in net position	$ (1,698)	$ 9,866	$ 3,155

Operating income before depreciation and impairment increased $5.9 million (7.6%) in 2025 compared to 2024. Depreciation expenses increased $3.2 million (4.2%) due to timing of when projects in construction in progress being completed and transferred to depreciated fixed assets in 2024 and minimal assets being fully depreciated or disposed of. Non-operating revenues, net decreased $7.4 million (255%) primarily due to a decrease in cost of issuance of bonds. Capital contributions decreased by $20.8 million (300%) due to the decrease in funding received from TSA, FAA and other grants.

Debt Service Coverage

Airport revenue bond covenants require that net revenues together with the sum on deposit in the rollover coverage account on the last day of the immediately preceding fiscal year will at least equal 125% of the bond debt service requirement with respect to the bonds for such fiscal year. Coverage ratios for the past three years are shown in the following table.

Revenue Refunding Bonds	2025	2024	2023
GARB Series Bonds	143.0%	147.0%	135.0%

During 2019, the Series 2010 PFC Bonds were fully refunded by the Series 2019 GARB Bonds. Following the defeasance of the Series 2010 Bonds, no other PFC bonds are outstanding under the PFC Indenture.

The Board approved the Rollover Coverage for fiscal years 2013-2025 in the amounts of $3,719,960, $3,720,332, $3,719,082, $3,721,446, $3,729,060, $3,740,582, $3,290,643, $13,586,508, $16,505,151, $16,508,343, $16,701,793, $16,925,759 and $16,505,000, respectively. The funds are transferred monthly, in ratable portions of the total, to the NOAB Rollover Coverage Account held by the City of New Orleans, and then transferred to the Airport Operating Account, held by the City of New Orleans. The Airport's calculation of the historical debt service coverage ratio, as presented in Supplemental Schedule 3 to the financial statements is 143% year ended December 31, 2025 and 147% for the year ended December 31, 2024.

The Airport is current on all debt service payments as required by the bonds, and there has been no documented correspondence from the bond insurers or bond holders regarding noncompliance with the debt service coverage covenant.

Airport Activities and Highlights

Passenger totals for 2025 decreased to 12,424,242 (5.3%), from 13,115,013 passengers in 2024, due to decreases in air travel. Aircraft landed weights increased from 7,992,678 in 2024 to 8,082,827 in 2025 (1.1%).

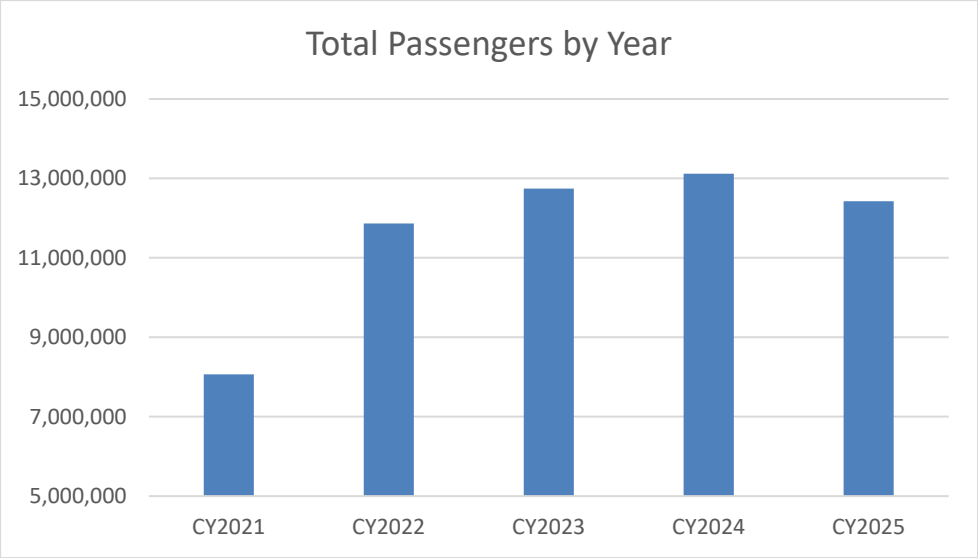
Passenger totals for 2024 increased to 13,115,013 (2.92%), from 12,742,512 passengers in 2023, due to increases in air travel. Aircraft landed weights increased from 7,988,795 in 2023 to 7,992,678 in 2024 (0.004%).

Selected statistical information about total passengers, aircraft landed weight, and air carrier operations for the past three years are presented in the table below.

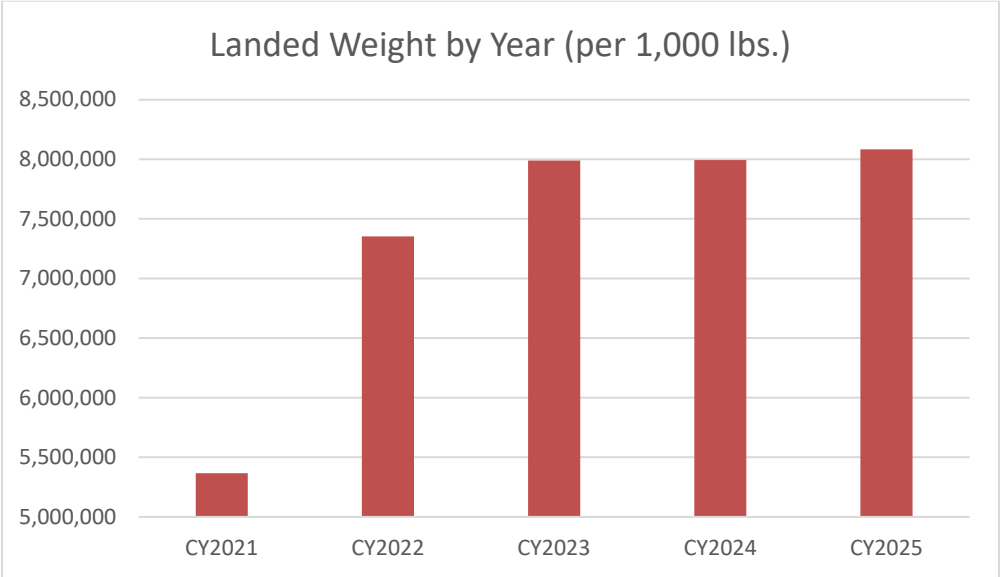
Fiscal year	Total passengers	Landed weight (1,000 pound units)	Air carrier operations
2023	12,742,512	7,988,795	106,750
2024	13,115,013	7,992,678	108,882
2025	12,424,242	8,082,827	107,517

Fiscal year	Number of daily departures	Number of destinations	Average daily seats
2023	145	71	22,691
2024	145	71	23,086
2025	148	67	23,499

Total Passengers for the Year



Landed Weight per 1,000 pounds



Number of Passenger Flight Operations



Economic Factors and Next Year's Budget

The Airport budgeted for a decrease in 2026 non-airline revenue compared to 2025, going from $72.2 million to $72 million, tallying to a $200 thousand (approx. 0%) decrease over the previous year's budget. This is primarily attributed to hosting Super Bowl LIX, in February 2025, and the expectation that there will be a decrease in passenger traffic in 2026.

Compared to the 2025 budget, the Airport proposed an increase in the 2026 operating expenses of $4.7 million (approx. 5%). This is driven primarily by increases in safety and security, R&M, and insurance based on the current insurance market.

The Airport continues to budget and maintain a competitive total cost per enplanement (CPE) rate. The Airport is projecting that the CPE for 2026 will be $10.54.

Requests for Information

This financial report is designed to provide a general overview of the Airport's finances. Questions concerning any of the information should be addressed to the Chief Financial Officer, Louis Armstrong New Orleans International Airport, Post Office Box 20007, New Orleans, Louisiana 70141.

Louis Armstrong New Orleans International Airport
Statements of Net Position

December 31,	2025	2024
Assets		
Current assets		
Cash and cash equivalents	$ 8,692,642	$ 6,495,855
Accounts receivable, less allowance for doubtful accounts	12,068,753	22,497,056
Due from the City of New Orleans	5,608,327	-
Capital grant receivable	8,056,016	17,273,462
Investments	57,083,079	32,648,343
Interest receivable	214,063	338,924
Lease receivable	10,653,573	10,320,666
Prepaid expenses and deposits	1,050,627	469,356
Total current unrestricted assets	103,427,080	90,043,662
Restricted assets		
Cash and cash equivalents	62,394,704	71,783,448
Investments	197,847,726	226,782,334
Passenger facility charges receivable	3,193,213	5,079,288
Customer facility charges receivable	1,939,533	1,680,252
Total current restricted assets	265,375,176	305,325,322
Total current assets	368,802,256	395,368,984
Noncurrent assets		
Investments	14,418,203	12,976,783
Restricted investments	71,859,399	54,887,665
Lease receivable, non-current	53,208,021	53,478,797
Prepaid insurance on revenue bonds, less accumulated amortization	328,122	342,492
Advances to related facility management company	1,011,301	1,011,301
Capital assets		
Capital assets not being depreciated	180,675,895	172,398,145
Capital assets being depreciated	2,500,829,119	2,435,040,893
Less accumulated depreciation	(1,154,970,583)	(1,085,544,530)
Net capital assets	1,526,534,431	1,521,894,508
Total noncurrent assets	1,667,359,477	1,644,591,546
Total assets	2,036,161,733	2,039,960,530
Deferred Outflows of Resources		
Deferred amounts related to net pension liability (note 8)	2,087,775	1,230,094
Deferred amounts related to total OPEB liability (note 9)	1,183,342	1,392,482
Deferred losses on advance refunding	3,381,696	3,640,230
Total deferred outflows of resources	6,652,813	6,262,806

The accompanying notes are an integral part of these financial statements.

(Continued)

December 31,	2025	2024
Liabilities		
Current liabilities:		
Payable from unrestricted assets:		
Accounts payable and accrued expenses	$ 29,563,040	$ 37,472,881
Due to City of New Orleans	-	1,830,234
Accrued salaries and other compensation	3,083,704	4,753,373
Capital projects and retainage payable	2,148,674	14,569,805
Unearned revenue	2,778,010	1,084,673
Subscription liability, current portion	43,049	46,176
Total OPEB liability, due within one year (note 9)	245,951	371,172
Total unrestricted current liabilities	37,862,428	60,128,314
Payable from restricted assets:		
Capital projects and retainage payable	13,947,288	5,576,259
Accrued loan interest payable	6,640	-
Loans payable, current portion (note 6)	-	61,053,801
Finance lease payable, current portion (note 7)	57,785	171,160
Accrued bond interest payable	26,811,685	15,564,959
Bonds payable, current portion (note 6)	29,949,077	15,930,853
Total restricted current liabilities	70,772,475	98,297,032
Total current liabilities	108,634,903	158,425,346
Noncurrent liabilities:		
Loans payable (note 6)	98,897,872	20,510,003
Finance lease payable, less current portion (note 7)	-	57,785
Subscription liability, less current portion	96,831	135,866
Bonds payable, less current portion (note 6)	1,098,491,681	1,125,655,750
Net pension liability (note 8)	18,695,289	21,336,503
Total OPEB liability, due beyond one year (note 9)	5,374,035	5,524,436
Total noncurrent liabilities	1,221,555,708	1,173,220,343
Total liabilities	1,330,190,611	1,331,645,689
Deferred Inflows of Resources		
Deferred amounts related to net pension liability (note 8)	4,819,731	2,141,416
Deferred amounts related to total OPEB liability (note 9)	1,690,617	1,683,888
Deferred amounts related to leases (note 12)	60,716,553	60,852,497
Deferred gains on advanced refunding	34,199,264	35,999,224
Deferred amounts related to service concession arrangement (note 10)	33,689,627	34,695,286
Total deferred inflows of resources	135,115,792	135,372,311
Net Position		
Net investment in capital assets	234,494,957	231,284,057
Restricted for:		
Debt service	130,203,393	120,656,619
Capital acquisition	128,420,120	182,408,617
Operating reserve	31,772,697	30,007,452
Unrestricted	52,616,976	14,848,591
Total net position	$ 577,508,143	$ 579,205,336
Total liabilities, deferred inflows of resources, and net position	$ 2,042,814,546	$ 2,046,223,336

The accompanying notes are an integral part of these financial statements.

(Concluded)

Louis Armstrong New Orleans International Airport
Statements of Revenues, Expenses, and Changes in Net Position

For the year ended December 31,	2025	2024
Operating revenues		
Airfield	$ 18,300,742	$ 8,408,290
Terminal	118,279,200	103,937,194
Ground transportation	5,311,322	3,666,456
Total operating revenues	141,891,264	116,011,940
Operating expenses		
Direct:		
Airfield	6,191,564	5,369,351
Terminal	25,316,459	24,940,468
Ground transportation	5,736,972	4,787,400
Depreciation	69,914,594	66,699,349
Administrative	46,258,330	42,373,367
Total operating expenses	153,417,919	144,169,935
Operating (loss) income	(11,526,655)	(28,157,995)
Nonoperating revenues (expenses)		
Investment income (loss), net	14,420,299	16,361,802
Interest expense	(52,265,175)	(52,097,631)
Lease interest income	3,027,747	2,546,804
Passenger facility charges	24,447,215	25,794,419
Customer facility charges	20,207,286	15,800,411
Cost of issuance of bonds	(341,065)	(2,272,128)
Terminal transportation costs	(10,090,460)	(10,275,218)
Federal grants	34,680	8,153,198
Insurance revenue	1,207,244	5,690,149
Gain on disposal of capital assets	37,978	30,916
Other, net	2,204,258	521,298
Total nonoperating revenues, net	2,890,007	10,254,020
Change in net position before capital contributions	(8,636,648)	(17,903,975)
Capital contributions (note 11)	6,939,455	27,770,151
Change in net position	(1,697,193)	9,866,176
Net position, beginning of year	579,205,336	569,339,160
Total net position, end of year	$ 577,508,143	$ 579,205,336

The accompanying notes are an integral part of these financial statements.

Louis Armstrong New Orleans International Airport
Statements of Cash Flows

For the years ended December 31,	2025	2024
Cash flows from Operating activities		
Cash received from customers	$ 153,725,882	$ 111,455,829
Cash paid to suppliers for goods and services	(77,001,960)	(38,776,988)
Cash paid to employees and on behalf of employees for services	(24,981,040)	(19,683,226)
Net cash provided by (used in) operating activities	51,742,882	52,995,615
Cash flow from Noncapital financing activities		
Sales tax receipts	1,451,514	1,489,257
Operating grants and reimbursements from other governments	310,498	9,150,634
Other payments	(7,556,045)	(9,530,592)
Net cash provided by (used in) noncapital financing activities	(5,794,033)	1,109,299
Cash flows from Capital and related financing activities		
Passenger facility charges collected	26,333,290	25,792,405
Customer facility charges collected	19,948,005	15,954,283
Lease interest income	3,027,747	2,546,804
Acquisition and construction of capital assets	(81,600,472)	(69,883,611)
Proceeds from sale of capital assets	74,000	66,938
Proceeds from insurance for Hurricane Ida Damages	1,207,244	5,690,149
Capital grants received	16,156,901	17,783,765
Issuance of revenue bonds	78,169,111	691,487,455
Principal paid on loan and revenue bond maturities	(68,890,043)	(600,223,317)
Interest paid on bonds, loans, and leases	(47,644,080)	(66,750,206)
Principal paid on lease payables	(213,322)	10,882
Cost of bond issuance and insurance	(341,065)	(2,272,128)
Net cash provided by (used in) capital and related financing activities	(53,772,684)	20,203,419
Cash flows from Investing activities		
Sales of investments	532,806,812	527,237,850
Purchases of investments	(546,720,094)	(546,720,094)
Interest and dividends on investments	14,545,160	16,082,463
Net cash provided by (used in) investing activities	631,878	(3,399,781)
Net change in cash and cash equivalents	(7,191,957)	70,908,552
Cash and cash equivalents at beginning of year	78,279,303	7,370,751
Cash and cash equivalents at end of year	$ 71,087,346	$ 78,279,303
Cash, current	$ 8,692,642	$ 6,495,855
Cash, current restricted	62,394,704	71,783,448
Cash and cash equivalents at end of year	$ 71,087,346	$ 78,279,303

The accompanying notes are an integral part of these financial statements.

December 31,	2025	2024
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:		
Operating loss	$ (11,526,655)	$ (28,157,995)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:		
Depreciation	69,914,594	66,699,349
Deferred outflows of resources		
Related to net pension and total OPEB liability	(648,541)	2,314,501
Deferred inflows of resources		
Related to net pension and total OPEB liability	2,685,044	1,553,541
Related to leases	(135,944)	14,861,743
Net pension liability	(2,641,214)	(4,031,231)
Total OPEB liability	(275,622)	(510,672)
Change in allowance for doubtful accounts	8,235	(273,865)
Changes in assets and liabilities:		
Accounts receivable	10,331,121	(3,991,821)
Leases receivable	(62,131)	(15,707,307)
Prepaid expenses and deposits	(581,271)	168,750
Accounts payable	(7,909,841)	16,575,431
Accrued salaries and other compensation	(1,669,669)	1,670,922
Due from City of New Orleans	(5,608,327)	-
Due to City of New Orleans	(1,830,234)	1,269,130
Unearned revenue	1,693,337	555,139
Total adjustments	63,269,537	81,153,610
Net cash provided by (used in) operating activities	$ 51,742,882	$ 52,995,615

The accompanying notes are an integral part of these financial statements.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Reporting Entity

The Louis Armstrong New Orleans International Airport (the Airport) is a proprietary component unit of the City of New Orleans, Louisiana. The New Orleans Aviation Board (the NOAB) was established in 1943 to provide for the operation and maintenance of the Airport. The Board consists of eight members appointed by the Mayor of the City of New Orleans with approval of the New Orleans City Council. The City of Kenner, Louisiana and the Parish of St. Charles, Louisiana each have input as to the selection of one board member.

The Airport is an approximately 972,000 square-foot terminal featuring three concourses, 35 gates, parking garages, a surface parking lot next to the terminal and a remote economy garage with shuttle service. It was built with the passenger experience in mind, and contains state-of-the-art elements such as an efficient inline baggage screening system and a consolidated checkpoint through which all passengers have access to more than 40 different food and retail concessions once beyond security.

The accompanying policies of the Airport conform to accounting principles generally accepted in the United States of America (U.S. GAAP) as applicable to proprietary component units of governmental entities.

Basis of Presentation

The Airport is a proprietary component unit and accounts for operations (a) where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges and (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. Accordingly, the Airport's financial statements have been prepared using the economic resources measurement focus.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting under which revenues are recognized when earned and expenses are recognized when incurred. Grants are recorded as revenues when all eligibility requirements have been met.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates. Actual results could differ from those estimates. Estimates that are particularly susceptible to significant change in the near term are related to allowance for doubtful accounts, pension liability and OPEB liability.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash consists of amounts deposited with commercial banks in interest bearing and noninterest bearing demand accounts. The Airport considers all liquid investments with original maturities of three months or less to be cash equivalents. For purposes of the statements of cash flows, cash and cash equivalents include unrestricted and restricted cash, consisting primarily of cash in banks.

Accounts Receivable

Accounts receivable consist of amounts owed from airlines, rental car companies, tenants and other operators. An allowance for estimated uncollectible accounts receivable is established at the time information becomes available, which would indicate the uncollectibility of the particular receivable. The Airport estimates the allowance balance based on specific identification of at-risk receivables.

Investments

Investments are carried at fair value in the financial statements. Unrealized gains and losses on investments are reflected in the Statements of Revenues, Expenses, and Changes in Net Position. Short-term and money market investments with a maturity of one year or less and investments in an external investment pool are reported at net asset value (NAV) or amortized cost.

Lease Receivables

The Airport is a lessor for noncancellable leases of Airport property. The Airport recognizes a lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received.

Under the lease agreements, the Airport may receive variable lease payments that are dependent upon the lessee's revenue. The variable payments are recorded as an inflow of resources in the period the payment is received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

The Airport uses the stated rate in the lease or its estimated incremental borrowing rate as the discount rate for the leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The Airport monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Restricted Assets and Liabilities

The trust agreements governing the Airport's various revenue bonds require the segregation of certain assets into restricted accounts and limits their use to specific items as defined by the document. Current liabilities payable from restricted assets are the liabilities that are to be retired by the use of restricted assets. Passenger facility charges receivable, customer facility charges receivable, and unliquidated cash balances resulting from collections of passenger facility charges (PFC) and rental car customer facility charges (CFC) are also reported as restricted assets as their use is legally restricted.

Capital Assets

Capital assets are carried at cost. An item is classified as a capital asset if the initial, individual cost is $5,000 or greater. Additions, improvements, and other capital outlays that significantly extend the useful life or service utility of a capital asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

GASB Statement No. 51 Accounting and Financial Reporting for Intangible Assets provides that if there are no factors that limit the useful life of an intangible asset, the intangible asset is considered to have an indefinite useful life and should not be amortized. Certain air rights qualify as intangible assets as defined in GASB 51.

Depreciation is provided over the estimated useful lives of the assets using the straight-line method commencing with the date of acquisition or, in the case of assets constructed, the date placed into service.

The estimated useful lives by major classification are as follows:

	Estimated useful lives (years)
Land improvements	10 – 25
Buildings and furnishings	3 – 25
Fuel tank farm	27
Utilities	5 – 25
Equipment	3 – 15
Computers	3 – 15

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Due to the City of New Orleans and Cost of City Services

Amounts recorded as due to the City of New Orleans primarily relate to amounts paid by the City on behalf of the Airport. In addition, the City provides certain administrative services to the Airport. The cost of such services was $2,075,835 for the years ended December 31, 2025 and 2024, respectively, and is recorded in administrative expenses in the Statements of Revenues, Expenses, and Changes in Net Position.

Long-term Debt and Related Items

Long-term debt and other long-term obligations are reported as liabilities. Bond issuance costs, excluding any prepaid bond insurance, are reported as expense in the year of debt issuance. Bond debt premiums, discounts, and gains (loss) or refunding are deferred and amortized over the life of the bonds using the effective interest method. Bond payable is reported net of the applicable bond premium or discount. Gains (losses) on refunding are reported as deferred outflows/inflows of resources.

In conjunction with bonds issued in 2017, insurance was purchased which guarantees the payment of bond principal and interest and expires with the final principal and interest payment on the bonds. The insurance costs were capitalized at the dates of issuance and are being amortized over the life of the bonds.

Compensated Absences

The Airport recognizes a liability for compensated absences for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled (for example paid in cash to the employee or payment to an employee flex spending account) during or upon separation from employment. Based on the criteria listed, two types of leave qualify for liability recognition for compensated absences – *annual and sick leave*. Annual leave and sick leave liabilities are included in accrued salaries and other compensation in the financial statements.

All full-time classified employees of the Airport hired prior to January 1, 1979 are permitted to accrue a maximum of 90 days of vacation (annual leave) and an unlimited number of days of sick leave (accumulated at a maximum of 24 days per year). Employees hired after December 31, 1978 can accrue a maximum of 45 days annual leave and an unlimited number of days of sick leave (accumulated at a maximum of 24 days per year). Upon termination of employment, an employee is paid for their accrued annual leave based on their current hourly rate of pay and for their accrued sick leave on a formula basis. If termination is the result of retirement, the employee has the option of converting their accrued annual and sick leave to additional pension credits.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Pension

The Airport participates in the City of New Orleans' defined benefit pension plan, as described in Note 8, which covers substantially all employees and funds all or part of the accrued pension cost, depending on the resources that are available at the time of contribution. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plan, and additions to/deductions from the plan's fiduciary net position have been determined on the same basis as they are reported by the plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value within each plan.

Deferred Outflows/Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The deferred charge on refunding reported on the statements of net position results from the amount by which the reacquisition price of refunded debt exceeded its carrying value. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Deferred inflows and outflows have been recognized for the differences between the actuarial expectation and the actual economic experience, net difference between projected and actual earnings on pension plan investments, and changes in assumptions related to the defined benefit pension plan. In addition, deferred inflows and outflows have been recognized for the net difference between the projected and actual experience and changes in assumptions related to the OPEB liability. These amounts are deferred and amortized over the average of the expected service lives of the respective pension and OPEB plan members. See Notes 8 and 9 for additional information on deferred inflows and outflows related to the pension and OPEB liabilities, respectively.

Deferred inflows for a service concession arrangement have been recognized for the amount of cumulative construction costs and amortized. See note 10 for additional information. Deferred inflows for leases have been recognized for the amount of lease receivables. See lease receivables note below and note 12 for additional information.

Operating Revenue and Expenses

Operating revenues and expenses for enterprise funds are those that result from providing services and producing and delivering goods. It also includes all revenue and expenses not related to capital and financing, noncapital financing or investing activities. The principal operating revenues of the Airport are from sources such as airlines, concessions, rental cars, and parking. Revenues from landing and airfield fees, terminal building, rental building, and leased areas are reported as operating revenues.

Rentals and concession fees are generated from airlines, parking structures and lots, rental cars, fixed based operators, food and beverage, retail, advertising and other commercial tenants. Leases are

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Operating Revenue and Expenses (Continued)

typically for terms from one or more years and generally require rental payments based on the volume of business, with specific minimum annual rental payments required. Rental revenue is recognized on a straight-line basis over the life of the respective leases, and concession revenue is recognized based on the greater of a percentage of reported concessions gross receipts activity or minimum annual guarantee (privilege fee) as well as a fixed premise and support space rental.

Operating expenses include the cost of airport and related facilities maintenance, administrative expenses, and depreciation on capital assets. Expenses from employee wages and benefits, purchase of services, materials and supplies, and other miscellaneous expenses are reported as operating expenses. Interest expense and financing costs are reported as non-operating expenses.

Revenue Recognition

Landing and airfield fees, terminal building, rental building, and leased areas rentals are recorded as revenues during the year in which earned. All signatory airlines pay signatory airline rates and charges according to the 2016 use and lease agreement. The final rates for 2025 are as follows:

	2025	2024
Terminal building rental rates (per sq. ft.)	$221.42	$ 171.28
Landing fee rate (per 1,000 lbs.)	1.42	0.26
Apron use fee rate (per sq. ft.)	1.44	1.47
Enplaned passenger use fee (per passenger)	11.54	9.43

Under the terms of the agreement, these rates are subject to a year-end settlement. The Airport is required to use its best efforts such that within the later of (i) one hundred twenty (120) days following the close of each fiscal year or (ii) within sixty (60) days of receipt of audited financial statements, rates for rentals, fees, and charges for the preceding fiscal year shall be recalculated using available financial data and the methods set forth in the agreement. For the year ended December 31, 2025, the Airport's final rate structure varied from the rates in effect during the year.

Passenger Facility Charges

On June 1, 1993, the Airport began imposing, upon approval of the Federal Aviation Administration (the FAA), a $3.00 Passenger Facility Charge (PFC) on each passenger enplaned at the Airport. On April 1, 2002, the FAA approved an increase in the amount of this fee to $4.50. As of December 31, 2025 and 2024, the Airport is authorized to collect up to $902,411,300 of PFC revenue through the expiration of the PFC, of which $594,904,913 and $565,532,280 has been collected. As of December 31, 2025 and 2024, respectively, the legal expiration date and projected expiration date on PFC revenue collection is August 1, 2034 and June 1, 2040, respectively.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Passenger Facility Charges (Continued)

During 2019, the Series 2010 PFC Bonds were fully refunded by the Series 2019 GARB Bonds. Following the defeasance of the Series 2010 Bonds, no other PFC bonds are outstanding under the PFC Indenture. The Aviation Board has covenanted and agreed that no additional PFC bonds will be issued under the PFC Indenture; however, the PFC Indenture will not be cancelled or discharged but will remain intact to receive all PFC's for deposit to the funds established within the PFC Indenture. PFC revenues will be used to fund the local share of various near-term infrastructure improvements, and to pay debt service on the PFC eligible portion of the Series 2015, 2017, 2019 and 2024 A/B Bonds.

Customer Facility Charges

On November 1, 2008, the Airport began imposing a Customer Facility Charge (CFC) on a per transaction day basis to all the On-Airport Rental Car Companies. On May 19, 2016, the Board approved an increase to $7.95, which became effective July 1, 2016.

CFC revenues are pledged to secure the Series 2018 Gulf Opportunity Zone CFC Revenue Refunding Bonds, which were issued to refund the Series 2009 Gulf Opportunity Zone CFC Revenue Bonds, which were originally issued to fund construction of the Consolidated Rental Car Facility (CONRAC) garage.

Federal Financial Assistance

The Airport receives financial assistance for costs of construction and improvements to airport facilities through grants from the Federal Aviation Administration (FAA). The Airport receives funds from the FAA on a reimbursement basis for expenses incurred. In 2020, due to the COVID-19 Pandemic, the Airport began receiving COVID-19 related federal assistance, which was also received on a reimbursement basis.

Non-Operating Revenue and Expenses

Non-operating revenues and expenses represent revenue and expense items that are not incurred from the normal user activity of the Airport. This classification includes investment income, interest expense, lease interest income, passenger facility charges, customer facility charges, cost of issuance of bonds,

Net Position

Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balance of borrowings for capital asset acquisition, construction, or improvement of those assets, increased by deferred outflows of resources attributable to capital asset acquisition, construction or improvement, and decreased by deferred inflows of resources attributable to either capital asset acquisition, construction, or improvement or to capital asset related debt. Capital-related debt or deferred inflows equal to unspent capital asset related debt proceeds or deferred inflows of resources is included in calculating either restricted or unrestricted net position, depending upon whether the unspent amounts are restricted.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position (Continued)

Restricted net position reflects net position when there are limitations imposed on a net position's use by external parties such as creditors, grantors, laws, or regulations of other governments. Restricted net position consists of restricted assets less liabilities related to restricted assets less deferred inflows related to restricted assets. The government's policy is to consider restricted net position to have been depleted before unrestricted net position is applied when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Unrestricted net position is the balance of all other elements in a statement of net position remaining after net investment in capital assets and restricted net position.

Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, June 29, 2026, and determined there were no events that occurred that required disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

Recently Issued Accounting Pronouncements

GASB Statement No. 102, Certain Risk Disclosures. The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. The requirements of this Statement were implemented during the year ended December 31, 2025. There was no impact to the financial statements as a result of this adoption.

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

GASB Statement No. 103, Financial Reporting Model Improvements. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently Issued Accounting Pronouncements (Continued)

changed rather than simply presenting the amounts or percentages by which they changed. This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence.

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

GASB Statement No. 104, Disclosure of Certain Capital Assets. The objective of this Statement is to establish requirements for certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments. It also establishes requirements for capital assets held for sale, including additional disclosures for those capital assets. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

GASB Statement No. 105, Subsequent Events. The primary objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application and better meeting the information needs of financial statement users. This Statement defines subsequent events as transactions or other events that occur after the date of the financial statements but before the date the financial statements are available to be issued. This Statement describes the date the financial statements are available to be issued as the date at which (1) the financial statements are complete in a form and format that complies with generally accepted accounting principles and (2) approvals necessary for issuance have been obtained. That definition modifies the subsequent events time frame throughout the GASB literature. This Statement also requires the date through which subsequent events have been evaluated to be disclosed. This Statement clarifies the subsequent events that constitute recognized and nonrecognized events and establishes specific note disclosure requirements for nonrecognized events. The requirements of this Statement are effective for fiscal years beginning after June 15, 2026, and all reporting periods thereafter.

The Airport is evaluating the requirements of the above statements and the impact on financial reporting.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reclassifications

Certain amounts previously reported in the financial statements for the prior year have been reclassified to conform with the current year classifications. Such impact had no change in net position previously reported.

Note 2: CASH AND INVESTMENTS

The commercial bank balances of cash and cash equivalents total $8,730,123 and $6,485,454 at December 31, 2025 and 2024, respectively. The commercial bank balances are fully insured by federal depository insurance or by collateral held by the financial institution in the Airport's name.

The Airport is authorized to invest in securities as described in its investment policy, in each bond resolution and state statute. As of December 31, 2025 and 2024, the Airport held the following debt investments as categorized below:

Investment Maturities at December 31, 2025

Investment type	Less than 1 year	1 to 5 Years	Total
U.S. government obligations	$ 11,483,236	$ 85,345,349	$ 96,828,585
Total debt investments	$ 11,483,236	$ 85,345,349	$ 96,828,585

Investment Maturities at December 31, 2024

Investment type	Less than 1 year	1 to 5 Years	Total
U.S. government obligations	$ 20,428,489	$ 67,864,447	$ 88,292,936
Total debt investments	$ 20,428,489	$ 67,864,447	$ 88,292,936

Interest Rate Risk

As a means of limiting its exposure to fair value losses arising from rising interest rates, investments are generally held to maturity. The Airport's investment policy requires the investment portfolio to be structured to provide sufficient liquidity to pay obligations as they come due.

To the extent possible, investment maturities are matched with known cash needs and anticipated cash flow requirements. Additionally, maturity limitations for investments related to the issuance of debt are outlined in the Bond Resolutions relating to the specific bond issue.

Note 2: CASH AND INVESTMENTS (CONTINUED)

Credit Risk

The Airport's general investment policy applies the prudent-person rule. Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital and, in general, avoid speculative investments. Airport policy limits investments to the highest credit rating category of Standard & Poor's (S&P). Funds can only be invested in money market funds rated AAAm, AAm, or AAAm-G by S&P.

In accordance with the Airport's investment policy and bond resolutions, the assets shall be invested in the following:

- Direct United States Treasury obligations, the principal and interest of which are fully guaranteed by the government of the United States.
- Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by federal agencies and provided such obligations are backed by the full faith and credit of the United States of America.
- Bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by U.S. government instrumentalities, which are federally sponsored.

Louisiana Asset Management Pool (LAMP) Investment

Unrestricted and restricted investments of $54,891,820 and $16,839,258, respectively, at December 31, 2025 and $29,802,829 and $16,905,283, respectively, at December 31, 2024 are invested in LAMP. LAMP is considered to be an external investment pool administered by LAMP, Inc., a non-profit corporation organized under the laws of the State of Louisiana. Only local Louisiana government entities having contracted to participate in LAMP have an investment interest in its pool of assets. The primary objective of LAMP is to provide a safe environment for the placement of public funds in short-term, high-quality investments. The LAMP portfolio includes only securities and other obligations in which local governments in Louisiana are authorized to invest in accordance with LA-R.S. 33.2955.

The following facts are relevant for LAMP:

- Credit risk: LAMP is rated AAAm by Standard & Poor's.
- Custodial credit risk: LAMP participants' investments in the pool are evidenced by shares of the pool. Investments in pools should be disclosed but not categorized because they are not evidenced by securities that exist in physical or book-entry form. The public entity's investment is with the pool, not the securities that make up the pool; therefore, no disclosure is required.
- Concentration of credit risk: Pooled investments are excluded from the 5 percent disclosure requirement.
- Interest rate risk: LAMP is designed to be highly liquid to give its participants immediate access to their account balances. LAMP prepares its own interest rate disclosure using the weighted average maturity (WAM) method. The WAM of LAMP assets is restricted to not more than 60 days and consists of no securities with a maturity in excess of 397 days.
- Foreign currency risk: Not applicable.

Note 2: CASH AND INVESTMENTS (CONTINUED)

Louisiana Asset Management Pool (LAMP) Investment (Continued)

For purposes of determining participants' shares, investments are valued at fair value. The fair value of the participant's position is the same as the value of the pool shares.

LAMP, Inc. is subject to the regulatory oversight of the state treasurer and board of directors. LAMP is not registered with the SEC as an investment company. An annual audit of LAMP is conducted by an independent certified public accountant. The Legislative Auditor of the State of Louisiana has full access to the records of LAMP. LAMP issues financial reports which can be obtained from https://www.lamppool.com.

Fair Value Measurement

A summary of the Airport's investments along with the fair value hierarchy levels of each type of investment is as follows:

		Fair Value Hierarchy		
	Total at December 31, 2025	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investment by fair value level:				
U.S. government obligations	$ 96,828,585	$ 96,828,585	$ -	$ -
Total investments at fair value level	96,828,585	$ 96,828,585	$ -	$ -
Investment measured at amortized cost:				
Money market funds	172,648,744			
LAMP	71,731,078			
Total investments at amortized cost	244,379,822			
Total investments	$ 341,208,407			

Note 2: CASH AND INVESTMENTS (CONTINUED)

Fair Value Measurement (Continued)

		Fair Value Hierarchy		
	Total at December 31, 2024	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investment by fair value level:				
U.S. government obligations	$ 88,292,936	$ 88,292,936	$ -	$ -
Total investments at fair value level	88,292,936	$ 88,292,936	$ -	$ -
Investment measured at amortized cost:				
Money market funds	192,294,077			
LAMP	46,708,112			
Total investments at amortized cost	239,002,189			
Total investments	$ 327,295,125			

Investments classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Investments classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

Note 3: ACCOUNTS RECEIVABLE, NET

Accounts receivable as of December 31 consisted of the following:

	2025	2024
Due from tenants	$ 6,902,691	$ 9,725,854
Parking garage	2,626,837	3,597,242
Rent receivable – Service concession arrangement	2,597,783	2,686,730
Other	12,473	6,550,026
	12,139,784	22,559,852
Less: allowance for doubtful accounts	(71,031)	(62,796)
	$ 12,068,753	$ 22,497,056

Note 4: SUMMARY OF RESTRICTED ASSETS

Assets restricted for specific purposes in accordance with bond indentures and other legal restrictions are composed of the following at December 31, 2025:

	Cash and certificates of deposits	Dreyfus Treasury Prime Cash Management	JPM U.S. Treasury and U.S. money market fund	Passenger facility charges receivable	Customer facility charges receivable	Total
Debt service fund	$ 41,290,401	$ 25,577,623	$ -	$ -	$ -	$ 66,868,024
Debt service reserve fund	3,676,438	15,950,509	70,520,062	-	-	90,147,009
Capitalized interest	-	6	-	-	-	6
Coverage account	-	1,923,294	-	-	-	1,923,294
Operations and maintenance reserve fund	-	14,933,438	-	-	-	14,933,438
Capital improvement fund	(19,313)	79,049,320	-	-	-	79,030,007
GARB restricted	13,980,259	12,798,522	-	-	-	26,778,781
Receipts fund	274,098	7,905,833	-	-	-	8,179,931
Rollover fund	-	16,839,258	-	-	-	16,839,258
PFC collect	47,883	-	-	-	-	47,883
CFC collect	3,144,938	21,906,677	-	-	-	25,051,615
Bond costs	-	963,246	-	-	-	963,246
Parking Facility Reserve	-	-	1,339,337	-	-	1,339,337
Receivables	-	-	-	3,193,213	1,939,533	5,132,746
Total	$ 62,394,704	$ 197,847,726	$ 71,859,399	$ 3,193,213	$ 1,939,533	$ 337,234,575

Assets restricted for specific purposes in accordance with bond indentures and other legal restrictions are composed of the following at December 31, 2024:

	Cash and certificates of deposits	Dreyfus Treasury Prime Cash Management	JPM U.S. Treasury and U.S. money market fund	Passenger facility charges receivable	Customer facility charges receivable	Total
Debt service fund	$ 5,405,527	$ 26,500,996	$ -	$ -	$ -	$ 31,906,523
Debt service reserve fund	4,001,357	46,714,638	53,602,357	-	-	104,318,352
Capitalized interest	-	6	-	-	-	6
Coverage account	-	1,920,446	-	-	-	1,920,446
Operations and maintenance reserve fund	-	13,102,169	-	-	-	13,102,169
Capital improvement fund	(19,313)	79,276,986	-	-	-	79,257,673
GARB restricted	62,246,334	12,606,647	-	-	-	74,852,981
Receipts fund	149,622	5,971,553	-	-	-	6,121,175
Rollover fund	-	16,905,283	-	-	-	16,905,283
PFC collect	-	-	-	-	-	-
CFC collect	(79)	23,132,879	-	-	-	23,132,800
Bond costs	-	650,731	-	-	-	650,731
Parking Facility Reserve	-	-	1,285,308	-	-	1,285,308
Receivables	-	-	-	5,079,288	1,680,252	6,759,540
Total	$ 71,783,448	$ 226,782,334	$ 54,887,665	$ 5,079,288	$ 1,680,252	$ 360,212,987

Note 5: PROPERTY, BUILDINGS, AND EQUIPMENT

Capital assets include assets acquired with the Airport's own funds, those acquired through resources externally restricted for capital acquisition, and those capitalized due to a service concession arrangement. A summary of changes in capital assets for the year ended December 31, 2025 and 2024 is as follows:

	Balance December 31, 2024	Additions during year	Deletions/ transfers during year	Balance December 31, 2025
Capital assets not being depreciated:				
Land	$ 78,138,359	$ -	$ -	$ 78,138,359
Air rights	22,282,449	-	-	22,282,449
Construction in progress	71,977,337	74,580,702	(66,302,952)	80,255,087
Total capital assets not being depreciated	172,398,145	74,580,702	(66,302,952)	180,675,895
Capital assets being depreciated/amortized:				
Land improvements	601,536,525	-	(2,748,970)	598,787,555
Buildings and furnishings	1,721,935,701	67,935,737	-	1,789,871,438
Fuel tank farm	39,118,194	-	-	39,118,194
Utilities	57,029,411	-	-	57,029,411
Equipment	12,736,503	937,809	(384,736)	13,289,576
Computers	1,534,992	48,386	-	1,583,378
HP Finance Lease	907,747	-	-	907,747
Right-to-use SBITA assets	241,820	-	-	241,820
Total capital assets Being depreciated/ amortized	2,435,040,893	68,921,932	(3,133,706)	2,500,829,119
Total capital assets	2,607,439,038	143,502,634	(69,436,658)	2,681,505,014
Less accumulated depreciation/amortization:				
Land improvements	426,033,661	16,649,299	(103,805)	442,579,155
Buildings and furnishings	613,584,308	49,581,779	-	663,166,087
Fuel tank farm	4,977,328	979,974	-	5,957,302
Utilities	27,550,060	2,056,058	-	29,606,118
Equipment	11,296,942	432,462	(384,736)	11,344,668
Computers	1,390,484	1,613	-	1,392,097
HP Finance Lease	679,499	165,045	-	844,544
Right-to-use SBITA assets	32,248	48,364	-	80,612
Total accumulated Depreciation/ amortization	1,085,544,530	69,914,594	(488,541)	1,154,970,583
Total capital assets, net	$ 1,521,894,508	$ 73,588,040	$ (68,948,117)	$ 1,526,534,431

Note 5: PROPERTY, BUILDINGS, AND EQUIPMENT (CONTINUED)

	Balance December 31, 2023	Additions during year	Deletions/ transfers during year	Balance December 31, 2024
Capital assets not being depreciated:				
Land	$ 78,138,359	$ -	$ -	$ 78,138,359
Air rights	22,282,449	-	-	22,282,449
Construction in progress	66,308,935	75,863,939	(70,195,537)	71,977,337
Total capital assets not being depreciated	166,729,743	75,863,939	(70,195,537)	172,398,145
Capital assets being depreciated/amortized:				
Land improvements	575,258,495	26,278,030	-	601,536,525
Buildings and furnishings	1,679,654,210	42,281,491	-	1,721,935,701
Fuel tank farm	39,118,194	-	-	39,118,194
Utilities	57,029,411	-	-	57,029,411
Equipment	11,335,631	1,400,872	-	12,736,503
Computers	1,534,992	-	-	1,534,992
HP Finance Lease	907,747	-	-	907,747
Right-to-use SBITA assets	-	241,820	-	241,820
Total capital assets Being depreciated/ amortized	2,364,838,680	70,202,213	-	2,435,040,893
Total capital assets	2,531,568,423	146,066,152	(70,195,537)	2,607,439,038
Less accumulated depreciation/amortization:				
Land improvements	410,674,712	15,358,949	-	426,033,661
Buildings and furnishings	565,798,829	47,785,479	-	613,584,308
Fuel tank farm	3,997,354	979,974	-	4,977,328
Utilities	25,492,721	2,057,339	-	27,550,060
Equipment	10,976,627	320,315	-	11,296,942
Computers	1,390,484	-	-	1,390,484
HP Finance Lease	514,454	165,045	-	679,499
Right-to-use SBITA assets	-	32,248	-	32,248
Total accumulated Depreciation/ amortization	1,018,845,181	66,699,349	-	1,085,544,530
Total capital assets, net	$ 1,512,723,242	$ 79,366,803	$ (70,195,537)	$ 1,521,894,508

Note 5: PROPERTY, BUILDINGS, AND EQUIPMENT (CONTINUED)

Construction in progress is composed of the following at December 31, 2025 and 2024:

Description	2025	2024	Remaining Commitments at 2025
Airfield Lighting Vault	$ -	$ -	$ 129,942
Airside Development	687,904	424,423	10,698,807
New Terminal Development	7,240,377	9,214,805	27,987,762
Miscellaneous Projects	59,286,420	56,476,024	131,843,498
Roadways Development	9,385,409	4,109,771	24,905,906
Parking – Surface	415,863	79,445	7,635,302
Parking – Circulation Bridge	-	-	2,148
Southside Redevelopment	3,239,111	1,672,869	4,325,245
Total	$ 80,255,082	$ 71,977,337	$ 207,532,748

Note 6: LONG-TERM DEBT

Long-term debt activity for the year ended December 31, 2025 and 2024 as follows:

Long-Term Debt	Balance December 31, 2024	Additions	Deductions	Balance December 31, 2025	Principal due within one year
Bonds Payable:					
Series 2017A Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	$ 93,840,000	$ -	$ (1,000,000)	$ 92,840,000	$1,045,000
Series 2017B Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	205,705,000	-	(2,160,000)	203,545,000	2,270,000
Series 2017D-2 Revenue Refunding Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	39,320,000	-	(2,005,000)	37,315,000	2,105,000
Series 2018 Go Zone CFC Bonds Revenue Refunding Bonds, fixed interest rate ranging from 4% - 5% ; January 1, 2040	82,565,000	-	(1,385,000)	81,180,000	3,765,000
Series 2019 GO ZONE Revenue Bonds, fixed interest rate, January 1, 2041 at 5% final maturity	20,895,000	-	(820,000)	20,075,000	860,000
Series 2023A GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	4,245,000	-	-	4,245,000	-
Series 2023B GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	18,365,000	-	(685,000)	17,680,000	720,000
Series 2024A GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	48,445,000	-	-	48,445,000	1,205,000

Note 6: LONG-TERM DEBT (CONTINUED)

Bonds Payable, (continued):	Balance December 31, 2024	Additions	Deductions	Balance December 31, 2025	Principal due within one year
Series 2024B GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	464,095,000	-	-	464,095,000	11,515,000
Series 2024C-1 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	20,065,000	-	-	20,065,000	-
Series 2024C-2 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	68,825,000	-	-	68,825,000	-
Series 2024C-3 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	5,010,000	-	-	5,010,000	1,500,000
	1,071,375,000	-	(8,055,000)	1,063,320,000	24,985,000
Unamortized discount on bonds	(1,531,989)	-	124,107	(1,407,882)	(119,426)
Unamortized premium on bonds	71,743,592	-	(5,214,953)	66,528,639	5,083,503
	1,141,586,603	-	(13,145,846)	1,128,440,757	29,949,077
Loans Payable:					
Series 2022 Series Trust rate, October 1, 2025 at 10% final maturity	61,053,801	-	(61,053,801)	-	-
General Airport Revenue Draw-Down Bond Anticipation Notes Series 2024, SOFR plus 1.70%, March 1, 2026	20,510,003	13,857,464	-	34,367,467	-
Series 2025 Series Trust rate, September 29, 2027 at 10% final maturity	-	61,272,561	-	61,272,561	-
CFC Loan CFC Loan with fixed 3.8% interest matures December 3, 2028	-	3,257,845	-	3,257,845	-
	81,563,804	78,387,870	(61,053,801)	98,897,872	-
	$ 1,223,150,407	$ 78,169,111	$ (74,199,647)	$ 1,227,338,630	$ 29,949,077

Note 6: LONG-TERM DEBT (CONTINUED)

Long-Term Debt	Balance December 31, 2023	Additions	Deductions	Balance December 31, 2024	Principal due within one year
Bonds Payable:					
Series 2015A Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2045 at 5.0% final maturity	$ 54,590,000	$ -	$ (54,590,000)	$ -	$ -
Series 2015B Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2045 at 5.0% final maturity	510,735,000	-	(510,735,000)	-	-
Series 2017A Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	94,770,000	-	(930,000)	93,840,000	1,000,000
Series 2017B Revenue Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	207,785,000	-	(2,080,000)	205,705,000	2,160,000
Series 2017D-2 Revenue Refunding Bonds (North Terminal Project), fixed interest rate; January 1, 2038 at 5.0% final maturity	41,230,000	-	(1,910,000)	39,320,000	2,005,000
Series 2018 Go Zone CFC Bonds Revenue Refunding Bonds, fixed interest rate ranging from 4% - 5% ; January 1, 2040	82,565,000	-	-	82,565,000	1,385,000
Series 2019 GO ZONE Revenue Bonds, fixed interest rate, January 1, 2041 at 5% final maturity	21,675,000	-	(780,000)	20,895,000	820,000
Series 2023A GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	4,245,000	-	-	4,245,000	-

Note 6: LONG-TERM DEBT (CONTINUED)

Bonds Payable, (continued):	Balance December 31, 2023	Additions	Deductions	Balance December 31, 2024	Principal due within one year
Series 2023B GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	18,365,000	-	-	18,365,000	685,000
Series 2024A GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	-	48,445,000	-	48,445,000	-
Series 2024B GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	-	464,095,000	-	464,095,000	-
Series 2024C-1 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	-	20,065,000	-	20,065,000	-
Series 2024C-2 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	-	68,825,000	-	68,825,000	-
Series 2024C-3 GARB Premium Revenue Bonds, fixed interest rate ranging from 5% ; January 1, 2044	-	5,010,000	-	5,010,000	-
	1,035,960,000	606,440,000	(571,025,000)	1,071,375,000	8,055,000
Unamortized discount on bonds	(220,239)	(1,334,800)	23,050	(1,531,989)	(22,655)
Unamortized premium on bonds	75,703,672	36,673,935	(40,634,016)	71,743,592	7,898,508
	1,111,443,433	641,779,135	(611,635,966)	1,141,586,603	15,930,853
Loans Payable:					
Series 2022 Series Trust rate, October 1, 2025 at 10% final maturity	61,053,802	-	-	61,053,801	61,053,801
General Airport Revenue Draw-Down Bond Anticipation Notes Series 2024, SOFR plus 1.70%, March 1, 2026	-	49,708,320	(29,198,317)	20,510,003	-
	61,053,802	49,708,320	(29,198,317)	81,563,804	-
	$ 1,172,497,235	$ 691,487,455	$ (640,834,283)	$ 1,223,150,407	$ 76,984,654

Note 6: LONG-TERM DEBT (CONTINUED)

Debt service requirements to maturity for all outstanding bonds and loans are as follows:

	Principal	Interest	Total
Bonds Payable:			
December 31:			
2026	$ 24,985,000	53,022,492	78,007,492
2027	26,245,000	51,747,637	77,992,637
2028	27,535,000	50,409,003	77,944,003
2029	28,925,000	49,001,206	77,926,206
2030	30,360,000	47,520,438	77,880,438
2031-2035	176,155,000	212,667,313	388,822,313
2036-2040	235,915,000	162,311,269	398,226,269
2041-2045	276,565,000	96,958,381	373,523,381
2046-2050	214,325,000	23,362,625	237,687,625
2051-2055	22,310,000	2,302,556	24,612,556
	$ 1,063,320,000	$ 749,302,920	$ 1,812,622,920

	Principal	Interest	Total
Loans Payable:			
December 31:			
2026	$ -	$ -	$ -
2027	95,640,027	-	95,640,027
2028	3,257,845	-	3,257,845
	$ 98,897,872	$ -	$ 98,897,872

In 2024, the Airport issued $660,440,000 of New Orleans Aviation Board General Airport Revenue Bonds, Series 2024A, 2024B, 2024C-1, 2024C-2 and 2024C-3 with an original issue net premium of $35,337,423. The purpose of the issue was to finance the refunding and defeasance of the Series 2015A and 2015B Revenue Bonds, pay the Costs of Issuance of the Series 2024 Bonds and fund the Debt Service Reserve Fund Requirement for the Series 2024 Bonds. As a result, that portion of the 2015 Series A and B revenues bonds are considered defeased and the Airport has removed the liability from its accounts. The advance refunding resulted in the recognition of an accounting gain of $36 million for the year ended December 31, 2024, and the Airport in effect reduced its aggregate debt service payments by almost $56.4 million over the next 21 years and obtained an economic gain (difference between the present values of the old and new debt service payments) of $49.4 million.

Note 6: LONG-TERM DEBT (CONTINUED)

In 2024, the Airport issued $125,000,000 of New Orleans Aviation Board General Airport Revenue Draw-Down Bond Anticipation notes, Series 2024 with an initial drawdown of $49,708,320 in 2024 and an additional drawdown of $13,857,464 in 2025. The proceeds from this issue will pay the costs of the Series 2024 Project Components in accordance with the Series 2024 Component Funding Plan.

In 2025, the Airport issued $70,000,000 of New Orleans Aviation Board General Airport Revenue Draw-Down Bond Anticipation notes, Series 2025 with an advanced drawdown of $61,272,561. The proceeds from this issue will pay for the costs of the North Terminal Project.

In 2025, the Airport issued $10,000,000 of New Orleans Aviation Board CFC Draw-Down Note, Series 2025 with an initial drawdown of $3,257,845. The proceeds from this issue will finance a road connecting the North and South terminal campuses and will be funded by the collection of Customer Facility Charges.

Note 7: FINANCE LEASES

The Airport entered into a lease purchase agreement on August 18, 2020 to lease various equipment items, as defined in the terms of the agreement. Payments began in November 2020 and will continue for 66 months. The economic substance of the lease is that the Airport is financing the acquisition of the assets through the leases; and, accordingly, both a capital asset and lease liability are recorded in the Airport's statements of net position as of December 31, 2025 and 2024.

The following is an analysis of the equipment at December 31, 2025 and 2024:

		2025	2024
Equipment	$	907,747	907,747
Less: Accumulated Deprecation		844,544	679,499
	$	63,203	228,248

The following is a schedule by years of future minimum payments required under the lease together with the present value as of December 31:

2026		77,816
Total Minimum Lease Payments		77,816
Less: Amount Representing Interest		(20,031)
Present Value of Minimum Lease Payments	$	57,785

Note 8: PENSION PLANS

Plan Descriptions

Employees and officers of the Airport are eligible for membership in the Employees' Retirement System of the City of New Orleans (the Plan), a single employer defined benefit retirement plan. A separate financial report on the Plan for the years ended December 31, 2025 and 2024 is available from the City of New Orleans Director of Finance, 1300 Perdido Street, Room 1E12, New Orleans, Louisiana 70112, (504) 658-1850.

The Plan is a defined benefit pension plan established under the laws of the State of Louisiana. The City Charter provided that the Retirement Ordinance (Chapter 114 of the Code) continues to govern and control the Plan under the management of the Board of Trustees (the Board), and also for changes in the Retirement System by council action, subject to certain limitations for the purpose of providing retirement allowances, death, and disability benefits to all officers and employees of the city, except those officers and employees who are already or may hereafter be included in the benefits of any other pension or retirement system of the city, the state or any political subdivision of the state.

The Plan became operative on July 1, 1947. It is supported by joint contributions of the Airport and employee members and income from investments. The Airport makes contributions for members during active service as well as for periods of service of members employed prior to July 1, 1947. In this way, reserves are accumulated from the Airport and employee contributions.

The general administration and the responsibility for the proper operation of the Plan and for making effective the provisions of the Retirement Ordinance are vested in the Board of Trustees of the Retirement System.

Contributions

Employee Contributions

The effective rate for employee contributions is 6% for 2025 and 2024.

Employer Contributions

Employer contributions are based on a certain percentage of earnable compensation of each member, known as "normal contributions," determined on the basis of regular interest and mortality tables adopted by the Board, and additional percentage of earnable compensation, known as "Accrued Liability contributions," determined by an actuary on the basis of the amortization period adopted by the Board of Trustees from time to time. Actual contributions by the Airport of $2,507,143 and $2,337,061 were approximately 18.8% and 17.7% of covered payroll for the years ended December 31, 2025 and 2024, respectively.

Note 8: PENSION PLANS (CONTINUED)

Benefits Provided

Retirement

Under the System, employees with 30 years of service, or who attain age 60 with 10 years of service, or age 65 and 5 years of service are entitled to a retirement allowance. Effective January 1, 2002, any member whose age and service total 80 may retire with no age reduction. The benefits to retirees consist of the following:

1. An annuity, which is the actuarial equivalent of the employee's accumulated contribution; plus

2. Effective for members retiring on or after January 1, 2002, an annual pension, which, together with above annuity, provides total retirement allowance equal to 2.5% of average compensation times first 25 years, plus 4% of average compensation times creditable service over 25 years.

3. Effective for members retiring before 2002, but on or after January 1, 1983, an annual pension, which, together with above annuity, provides total retirement allowance equal to 2% of average compensation times first 10 years, plus 2 1/2% of average compensation times next 10 years, plus 3% of average compensation times next 10 years, plus 4% of average compensation times creditable service over 30 years.

4. Effective January 1, 1983, additional pension equal to 2% of $1,200 times first 10 years, plus 2 1/2% of $1,200 times next 10 years, plus 3% of $1,200 times next 10 years, plus 4% of $1,200 times service over 30 years ceases at 62 or at eligibility for Social Security, whichever comes first. Effective January 1, 2002, the $1,200 exclusion will not apply.

5. Additional pension for member who reaches age 65 with 20 or more years and the retirement allowance under (1) and (2) above is less than $1,200 per year; to produce total retirement allowance of $1,200 per year.

6. Effective January 1, 1982, for service retirement prior to age 62 with less than 30 years of service, (3) and (4) above are reduced by 3% for each year below 62. However, effective January 1, 1996, this reduction is not made if employee has at least 30 years of service. Effective January 1, 2002, no reduction if age and service total at least 80.

7. Maximum Benefit: Benefit not to be greater than 100% of average compensation, unless member has already accrued a larger benefit as of April 1978.

8. Minimum Benefit: Effective June 1, 1999, benefit of $300 per month for retirees with 10 years of service at retirement.

Note 8: PENSION PLANS (CONTINUED)

9. Form of Benefit: Modified cash refund annuity - If a member dies after retirement and before receiving the amount of his accumulated contributions in annuity payments, then the lump sum balance of his contributions is paid to beneficiary.

10. Cost-of-Living: Board of Trustees retains excess over average 3 1/2% interest earnings to provide Cost-of-Living increases in benefits to retirees (past or future) not to exceed 3% of original benefit per each year of retirement. Effective January 1, 2001, additional one-time increase of 1 % times member's or beneficiary's current monthly benefit times whole calendar years from date benefit commenced.

Deferred Retirement Option Program (DROP)

Effective January 1, 1994, any member who is eligible for a service retirement under Section 114-201(a) may participate in the DROP program. A member can participate for up to five years. When a member joins the DROP, he stops contributing to and earning benefits in the system. Employer contributions also stop. His retirement benefit begins being paid into his DROP account.

1. Interest is earned on the DROP account at an annual rate set by the Board. Members of the DROP receive cost-of-living increases, as if they would have received such raises as a retiree.

2. Upon termination of employment at the end of the specified period of DROP participation, the DROP account is paid out. After his DROP period ends and upon continued or re-employment, the member may resume contributions and earn a supplemental benefit based on current covered compensation.

3. If at the end of a members' period of DROP participation he does not terminate employment, payments into DROP shall cease and no further interest shall be earned or credited to the account. Payments shall not be made until employment is terminated.

Net Pension Liability

The Airport's Net Pension Liability of $18,695,289 and $21,336,503 is measured as of December 31, 2025 and 2024, respectively. The Total Pension Liability used to calculate the Net Pension Liability was also determined as of that date.

The following schedule lists the Airport's proportionate share of the Net Pension Liability allocated by the pension plan based on the December 31, 2025 and 2024 valuation. The Airport uses this measurement to record its Net Pension Liability and associated amounts as of December 31, 2025 and 2024. The schedule also includes the proportionate share allocation rate used at December 31, 2025 and 2024. The Airport's proportion of the Net Pension Liability was based on a projection of the City of New Orleans' long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined.

Note 8: PENSION PLANS (CONTINUED)

	Net Pension Liability at December 31, 2025	Allocation Rate at December 31, 2025	Increase (Decrease) to December 31, 2024 Rate
Employees' Retirement System of the City of New Orleans	$18,695,289	7.696091%	0.644278%

	Net Pension Liability at December 31, 2024	Allocation Rate at December 31, 2024	Increase (Decrease) to December 31, 2024 Rate
Employees' Retirement System of the City of New Orleans	$ 21,336,503	7.051814%	0.104383%

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the years ended December 31, 2025 and 2024, the Airport recognized a pension expense of $1,686,563 and $1,696,502, respectively in payroll related expense on the statement of revenues, expenses, and changes in net position.

Note 8: PENSION PLANS (CONTINUED)

On December 31, 2025 and 2024, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	December 31, 2025	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 350,596	$ (1,131,534)
Net difference between projected and actual earnings on pension plan investments	-	(2,649,607)
Changes of assumptions	1,737,179	(1,038,590)
Total	$ 2,087,775	$ (4,819,731)

	December 31, 2024	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 696,906	$ 581,927
Net difference between projected and actual earnings on pension plan investments	182,142	-
Changes of assumptions	351,046	1,559,489
Total	$ 1,230,094	$ 2,141,416

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2026	$ 277,077
2027	(1,665,603)
2028	(712,272)
2029	(631,158)
	$ (2,731,956)

Note 8: PENSION PLANS (CONTINUED)

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of December 31, 2025 and 2024, using the following actuarial assumptions:

	Employees' Retirement System
Valuation date	December 31, 2025 and 2024
Actuary cost method	Entry age normal
Actuarial assumptions:	
Expected remaining service live	4 years
Investment rate of return	7.00%, net of investment expense, including inflation
Inflation rate	2.50%
Mortality	PubG-2010 Healthy Annuitant Table loaded by 15% for both males and females for healthy lives and PubNS-2010 Disabled Retiree for disabled lives, projected generationally with scale MP-2020
Salary increases	Service-based annual rates ranging from 15% to 4%
Cost of living adjustments	The present value of future retirement benefits is based on benefits currently being paid by the pension trust funds and includes previously granted cost of living increases. The present values do not include provisions for potential future increases not yet authorized by the Board of Trustees.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are development for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by an asset allocation percentage which is based on the nature and mix of current and expected plan investments and by adding expected inflation.

Note 8: PENSION PLANS (CONTINUED)

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Trust Fund's current and expected asset allocation as of December 31, 2025 and 2024 are summarized in the following table:

	2025		2024	
Asset Class	Target Asset Allocation	Long-term expected portfolio real rate of return	Target Asset Allocation	Long-term expected portfolio real rate of return
Cash equivalents	2.00%	0.80%	2.00%	1.00%
Equity securities	56.50%	12.46%	56.50%	12.73%
Fixed income	22.00%	2.00%	22.00%	2.05%
Real Estate	5.00%	3.80%	5.00%	3.50%
Other alternative investments	14.50%	12.20%	14.50%	12.55%

Discount Rate

The discount rate used to measure the total pension liability was 7.00% for the Employees' Retirement System for 2025 and 2024, respectively. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that the plan's contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Employees' Retirement System pension trust funds' fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 8: PENSION PLANS (CONTINUED)

Changes in Net Pension Liability

The change in net pension liability for the year ended December 31, 2025 is as follows:

Change in Net Pension Liability	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Service cost	$ 1,357,628	$ -	$ 1,357,628
Interest on the total pension liability	4,301,695	-	4,301,695
Difference between expected and actual experience	(737,417)	-	(737,417)
Changes of assumptions and other inputs	5,208,362	-	5,208,362
Changes of benefit term	-	-	-
Contributions – employer	-	2,734,027	(2,734,027)
Contributions - member	-	904,074	(904,074)
Net investment income	-	5,860,263	(5,860,263)
Benefit payments and net transfers	(4,240,568)	(4,240,568)	-
Administrative expense	-	(42,837)	42,837
Other changes	-	3,315,955	(3,315,955)
Net Change	5,889,700	8,530,914	(2,641,214)
Net Pension Liability, Beginning	57,007,074	35,670,571	21,336,503
Net Pension Liability, Ending	$ 62,896,774	$ 44,202,485	$ 18,695,289

The change in net pension liability for the year ended December 31, 2024 is as follows:

Change in Net Pension Liability	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Service cost	$ 1,063,382	$ -	$ 1,063,382
Interest on the total pension liability	4,160,177	-	4,160,177
Difference between expected and actual experience	(748,253)	-	(748,253)
Changes of assumptions and other inputs	(926,999)	-	(926,999)
Changes of benefit term	-	-	-
Contributions – employer	-	2,364,710	(2,364,710)
Contributions - member	-	780,320	(780,320)
Net investment income	-	3,937,937	(3,937,937)
Benefit payments and net transfers	(3,992,820)	(3,992,820)	-
Administrative expense	-	(54,077)	(54,077)
Other changes	-	550,648	(550,648)
Net Change	(444,513)	3,586,718	(4,031,231)
Net Pension Liability, Beginning	57,451,587	32,083,853	25,367,734
Net Pension Liability, Ending	$ 57,007,074	$ 35,670,571	$ 21,336,503

Note 8: PENSION PLANS (CONTINUED)

Sensitivity of the Net Pension Liability to Change in the Discount Rate

The following presents the net pension liability of the Airport as of December 31, 2025 and 2024 using the discount rate of 7.00%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00%) or 1-percentage-point higher (8.00%) than the current rate.

Net pension liability	1% Decrease	Current Discount Rate	1% Increase
December 31, 2025	$ 26,212,011	$ 18,695,289	$ 12,441,449
December 31, 2024	$ 28,073,850	$ 21,336,503	$ 15,722,513

Payables to the Plan

The Airport recorded accrued liabilities of $207,412 and $254,765 to the Plan for the years ended December 31, 2025 and 2024, respectively, mainly due to the accrual for payroll at the end of each of the fiscal years. The amounts due are included in liabilities under the amounts reported as accounts, salaries and other payables.

Note 9: OTHER POST EMPLOYMENT RETIREMENT BENEFITS

Plan description

The City of New Orleans Airport (the Airport) provides certain continuing health care and life insurance benefits for its retired employees. The City of New Orleans's OPEB Plan (the OPEB Plan) is a single-employer defined benefit OPEB plan administered by the Airport. The authority to establish and/or amend the obligation of the employer, employees and retirees rests with the Airport. No assets are accumulated in a trust that meets the criteria in Governmental Accounting Standards Board (GASB).

Benefits Provided

Medical benefits are provided through a self-insured comprehensive health benefit program. Full details are contained in the official plan documents. Medical benefits are provided to employees upon actual retirement (that is, at the end of the DROP period, if applicable) according to the retirement eligibility provisions of the System by which the employee is covered. Most Airport employees are covered by one of three primary systems: The Employees' Retirement System of the Airport of New Orleans (NOMERS), the Louisiana State Municipal Police Retirement System (MPRS), and the New Orleans Firefighters' Pension and Relief Fund (NOFF). The maximum DROP period is five years in NOMERS and NOFF and three years in MPRS. Retirement (DROP entry) eligibility is as follows: in NOMERS, the earliest of 30 years of service at any age; age 60 and 10 years of service; age 65 and 20 years of service; or, satisfaction of the "Rule of 80" (age plus service equals or exceeds 80); in MPRS, the earlier of 25 years of service and age 50 and 20 years of service (in MPERS, DROP entry requires age 55 and 12 years of service or 20 years of

Note 9: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

Benefits Provided (Continued)

service and eligibility to retire); in NOFF, age 50 and 12 years of service. However, because of the "back-loaded" benefit formula in the NOFF plan relative to years of service, the retirement assumption used for that plan was the earliest of age 50 and 30 years of service, age 55 and 25 years of service, and age 60 and 12 years of service to reflect the actual patterns of retirement and DROP entry in that system. For firefighters hired after August 15, 2016, the minimum age for DROP entry/retirement eligibility is the Social Security maximum retirement age less 10 years.

Employees covered by benefit terms

As of the measurement date December 31, 2025, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	55
Inactive employees entitled to but not yet receiving benefit payments	-
Active employees	204
	259

Total OPEB Liability

The Airport's proportionate share (4.13% and 4.13%) of the total OPEB liability was $5,619,986 and $5,895,608, was measured as of December 31, 2025 and 2024, respectively and was determined by an actuarial valuation as of January 1, 2025 and 2024 for the years ended December 31, 2025 and 2024, respectively. The proportionate share of the total OPEB liability was based on a percentage of payroll of active employees of the Airport in proportion to total payroll of active employees for all participating entities.

Actuarial Assumptions and other inputs

The total OPEB liability in the December 31, 2025 and 2024 actuarial valuations were determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.5%, annually
Salary increases	4.0%, including inflation
Discount rate	4.83%, annually (As of December 31, 2025) 4.08%, annually (As of December 31, 2024)
Healthcare cost trend rates	Flat 5.5% annually for 10 years, 4.5% thereafter

The discount rate was based on the average of the Bond Buyers' 20 Year General Obligation municipal bond index as of December 31, 2025 and 2024, the end of the applicable measurement period.

Note 9: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

Actuarial Assumptions and other inputs (Continued)

Mortality rates were based on the RP-2000 Table without projection with 50%/50% unisex blend.

The discount rate was based on the Bond Buyers' 20 Year General Obligation municipal bond index as of December 31, 2025, the end of the applicable measurement period.

The actuarial assumptions used in the December 31, 2025 valuation were based on the results of ongoing evaluations of the assumptions from January 1, 2010 to December 31, 2025. The actuarial assumptions used in the December 31, 2024 valuation were based on the results of ongoing evaluations of the assumptions from January 1, 2009 to December 31, 2024.

Changes in the Total OPEB Liability during* 2025 *and* 2024*:

	2025	2024
Balance at December 31, 2025 and 2024	$ 5,895,608	$ 6,406,280
Changes for the year:		
Service cost	71,525	90,775
Interest	233,671	221,833
Differences between expected and actual experience	245,326	113,370
Changes in assumptions and other inputs	(489,396)	(584,070)
Benefit payments and net transfers	(336,748)	(352,580)
Net changes	(275,622)	(510,672)
Balance at December 31, 2025 and 2024	$ 5,619,986	$ 5,895,608

Sensitivity of the total OPEB liability to changes in the discount rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

December 31, 2025	1.0% Decrease (3.83%)	Current Discount Rate (4.83%)	1.0% Increase (5.83%)
Total OPEB liability	$ 6,792,053	$ 5,619,986	$ 4,715,302

December 31, 2024	1.0% Decrease (3.08%)	Current Discount Rate (4.08%)	1.0% Increase (5.08%)
Total OPEB liability	$ 7,152,178	$ 5,895,608	$ 4,923,602

Note 9: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

Changes in the Total OPEB Liability during 2025 and 2024: (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare trend rates:

December 31, 2025	1.0% Decrease (4.5%)	Current Trend (5.5%)	1.0% Increase (6.5%)
Total OPEB liability	$ 4,829,102	$ 5,619,986	$ 6,653,925

December 31, 2024	1.0% Decrease (4.5%)	Current Trend (5.5%)	1.0% Increase (6.5%)
Total OPEB liability	$ 5,034,163	$ 5,895,608	$ 7,017,223

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended December 31, 2025, the Airport recognized its proportion of OPEB expense as $266,026. At December 31, 2025, the Airport reported proportion of deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 491,315	$ (210,737)
Changes in assumptions	692,027	(1,479,880)
Total	$ 1,183,342	$ (1,690,617)

For the year ended December 31, 2024, the Airport recognized its proportion of OPEB expense as $308,305. At December 31, 2024, the Airport reported proportion of deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 456,004	$ 296,189
Changes in assumptions	936,478	1,387,699
Total	$ 1,392,482	$ 1,683,888

Note 9: OTHER POST EMPLOYMENT RETIREMENT BENEFITS (CONTINUED)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2026	$	(246,402)
2027		(225,510)
2028		28,632
2029		(58,377)
2030		(58,377)
Thereafter		52,679
	$	(507,275)

Note 10: SERVICE CONCESSION ARRANGEMENT

In April 2017, the City of New Orleans and the Airport entered into a 29-year lease with New Orleans Fuel Facilities LLC (NOFF) to lease the fuel system, provide for the continued operations, improvement, maintenance and management of the fuel system, and allow NOFF to make a significant capital investment in and improvement to the fuel system in connection with the Airport's development, construction and operation of the new passenger terminal at the Airport.

The Airport has determined that the cooperative endeavor agreement (CEA) between NOFF and the Airport meets the four criteria of a service concession arrangement (SCA) per GASB Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangements*. SCAs are defined as a contract between a government and an operator, another government or private entity, in which the operator, another government or a private entity, in which the operator provides services, the operator collects and is compensated by fees from third parties, the government still retains control over the services provided and the government retains ownership of the assets at the end of the contract.

As part of the lease between the Airport and NOFF, NOFF agreed to pay rent, totaling a minimum of $3.2 million over the term of the agreement. In addition, any improvements constructed on the leased premises become the property of the Airport upon installation. As of December 31, 2019, $39,118,194 had been incurred in cumulative construction costs for the Airport Tank Farm and Hydrant System, and this project was substantially completed and operational by November 30, 2019. During the fiscal year 2019, the Airport recorded a capital asset and deferred inflow of resources for costs incurred by NOFF in the amount of $38,490,470.

During the years ended December 31, 2025 and 2024, the Airport recorded depreciation expense in the amount of $916,713. Revenue is recognized over the course of the agreement. The Airport recorded a rent receivable as of December 31, 2025 and 2024 of $2,597,783 and $2,686,730, respectively, for the minimum payments expected to be received over the remaining years of the lease.

Note 11: CAPITAL CONTRIBUTIONS

Capital contributions recorded by the Airport represent amounts received from the federal government to finance the cost of construction of airport facilities. During the years ended December 31, 2025 and 2024, the Federal Aviation Administration (FAA) contributed $6,711,255 and $26,334,222, respectively, and the Aviation Trust Fund (ATF) contributed $228,200 and $1,435,929, respectively.

Note 12: LEASES

The Airport is the lessor of terminal space, land, hangars, and buildings on Airport property to air carriers and other tenants under various operating leases. Some of the leases, in addition to non-cancellable amounts at fixed rates, provide for additional payments based on usage or activity. For purposes of GASBS No. 87 implementation, the Airport's leases have been classified as:

1. Subject to GASBS No. 87 – Non-Regulated Leases
2. Not Subject to GASBS No. 87 – Short Term Leases and Regulated Leases

Leases Subject to GASBS No. 87

In accordance with GASBS No. 87, the Airport recognizes a lease receivable and a deferred inflow of resources for leases subject to GASBS No. 87. For these leases, the Airport is reporting Lease Receivable of $63.9 million and $63.8 million for the fiscal years ended December 31, 2025 and 2024, respectively. The Airport also reported lease revenue of $10.4 million and $9.1 million and interest revenue of $3.0 million and $2.5 million related to lease payments received for the fiscal years ended December 31, 2025 and 2024, respectively.

The leases managed by the Airport do not have an implicit rate of return, therefore the Airport has used their incremental borrowing rate of 5.56% to discount the lease revenue to the net present value for leases with a start date prior to September 1, 2025. The Airport has used an incremental borrowing rate of 3.71% for leases with an effective date on or after September 1, 2025.

The Leases Subject to GASBS No. 87 are summarized below.

Non-Regulated Leases – Terminal Concessions

The Airport leases concession space throughout the terminal for ATM's, advertising, passenger services, food and beverage, and retail goods. The remaining terms of these leases range from 1 to 10 years. The concession leases include a minimum annual guarantee (MAG) and a variable revenue component based on a percentage of gross sales.

Non-Regulated Leases – Rental Cars

The Airport leases a Consolidated Facility (CONRAC), ground, and service centers to the rental car companies. New leases started during 2024 with the current terms ending on the fifth anniversary of the lease effective date. During the first year of the agreement the tenant is required to pay the initial annual rate of $1.50 per square foot for the Ground upon which the CONRAC is located and at the initial annual rate of $1.50 per square foot for the ground upon which the service centers are located.

Note 12: LEASES (CONTINUED)

Non-Regulated Leases – Building

The Airport leases office or other building space to the Transportation Security Administration and to other parties. These leases include an annual rent amount plus an adjustment based on the consumer price index. The fixed revenue component is based on square footage and the length of the agreements vary.

Future payments included in the measurement of the lease receivable for the General Fund as of December 31, 2025 for each of the next five fiscal years and in five-year increments thereafter are as follows:

Years Ending December 31:	Principal	Interest	Total
2026	$ 10,653,574	$ 2,860,950	$ 13,514,524
2027	10,974,799	2,355,436	13,330,235
2028	9,077,054	1,879,195	10,956,249
2029	9,024,497	1,420,014	10,444,511
2030	6,381,211	1,053,730	7,434,941
2031-2039	17,750,459	3,105,771	20,856,734
	$ 63,861,594	$ 12,675,096	$ 76,536,690

Leases Not Subject to GASBS No. 87

Short-Term Leases
In accordance with GASBS No. 87, the Airport does not recognize a lease receivable and a deferred inflow of resources for a lease that is less than 12 months. This classification also includes leases that have expired, and are in a month-to-month status.

Regulated Leases
In accordance with GASBS No. 87, the Airport does not recognize a lease receivable and a deferred inflow of resources for regulated leases. Regulated leases are certain leases that are subject to external laws, regulations, or legal rulings. The U.S. Department of Transportation and the Federal Aviation Administration regulate aviation leases between airports and air carriers and other aeronautical users. The Airport has regulated leases with a number of airlines.

Note 12: LEASES (CONTINUED)

The use and lease agreement between the airlines and the Airport includes exclusive, preferential, and joint use of certain spaces at the Airport. The square footage breakdown of the airline leased space is listed below.

	Terminal Space	Terminal Space % of Total	Apron Space	Apron Space % of Total
Air Canada	395.0	0.2%	-	0.0%
Alaska Airlines	5,841.0	3.7%	42,576.0	4.5%
Allegiant Air	188.0	0.1%	-	0.0%
American Airlines	21,313.0	13.4%	162,346.0	17.0%
Avelo Airlines	549.0	0.3%	-	0.0%
BAGS	238.0	0.1%	-	0.0%
Breeze Airways	904.0	0.6%	-	0.0%
British Airways	910.0	0.6%	-	0.0%
Delta Air Lines	36,079.0	22.7%	178,376.0	18.7%
Frontier Airlines	192.0	0.1%	-	0.0%
JetBlue	4,721.0	3.0%	42,576.0	4.5%
New Orleans Airline Consortium (NOACO)	6,306.0	4.0%	-	0.0%
New Orleans Fuel Facilities (NOFF)	377.2	0.2%	-	0.0%
PrimeFlight fka Skytanking	119.7	0.1%	-	0.0%
SITA	14.0	0.0%	-	0.0%
Southwest Airlines	34,415.0	21.6%	289,939.0	30.3%
Spirit Airlines	15,603.0	9.8%	108,980.0	11.4%
United Airlines	30,895.0	19.4%	130,925.0	13.7%
Total	**159,059.9**	**100.0%**	**955,718.0**	**100.0%**

The Airport recognized $0.1 million and $0.4 million of total regulated lease revenues during each of the years ended December 31, 2025 and 2024.

Note 12: LEASES (CONTINUED)

The future expected minimum payments related to regulated leases are as follows:

Years Ending December 31:	Principal	Interest	Total
2026	$ 137,327	$ -	$ 137,327
2027	100,344	-	100,344
2028	73,928	-	73,928
2029	73,928	-	73,928
2030	73,928	-	73,928
2031-2035	104,731	-	104,731
	$ 564,186	$ -	$ 564,186

Note 13: COMMITMENTS AND CONTINGENCIES

Commitments

In the normal course of business, the Airport enters into various commitments and contingent liabilities, such as construction contracts and service agreements, which are not reflected in the accompanying financial statements.

Insurance

The Airport is insured for hospitalization and unemployment losses and claims under the City of New Orleans' self-insurance program. The Airport pays premiums to the City of New Orleans' unemployment self-insurance program, and the Airport and its employees pay premiums to the City of New Orleans' hospitalization self-insurance program. Amounts paid to the City by the Airport totaled $1,932,727 and $1,870,939 for the years ended December 31, 2025 and 2024.

Claims and Judgments

There are several pending lawsuits in which the Airport is involved. Based upon review and evaluation of such lawsuits and the advice of legal counsel, management does not believe that the ultimate outcome of such litigation will be material to the Airport's financial position.

Federal Financial Assistance

The Airport participates in a number of federal financial assistance programs. These programs are subject to financial and compliance audits by governmental agencies.

Louis Armstrong New Orleans International Airport
Schedule of Changes in Net Pension Liability and Related Ratios
Last 10 Years

For the years ended December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
TOTAL PENSION LIABILITY										
Service cost	$ 1,357,628	$ 1,063,382	$ 887,422	$ 847,873	$ 797,899	$ 852,247	$ 891,187	$ 681,302	$ 596,916	$ 630,676
Interest	4,301,695	4,160,177	3,923,362	3,771,819	3,733,581	3,857,085	3,616,732	3,443,875	2,886,080	2,936,801
Change of benefit term	-	-	-	213,900	-	476,822	-	(32,760)	-	-
Differences between expected and actual experience	(737,417)	(748,253)	1,265,964	211,590	1,072,461	917,236	(1,324,570)	1,791,903	869,092	3,048,586
Change of assumptions and other inputs	5,208,362	(926,999)	729,883	(1,420,524)	(3,579,232)	64,379	5,192,940	7,321,948	(3,904,785)	1,260,761
Benefit payments and net transfers	(4,240,568)	(3,992,820)	(3,706,150)	(3,742,580)	(3,669,375)	(4,041,720)	(3,637,041)	(3,745,917)	(3,045,115)	(3,387,558)
Net Change in Total Pension Liability	5,889,700	(444,513)	3,100,481	(117,922)	(1,644,666)	2,126,049	4,739,248	9,460,351	(2,597,812)	4,489,266
Total Pension Liability - Beginning	57,007,074	57,451,587	54,351,106	54,469,028	56,113,694	53,987,645	49,248,397	39,788,046	42,385,858	37,896,592
Total Pension Liability - Ending (a)	$ 62,896,774	$ 57,007,074	$ 57,451,587	$ 54,351,106	$ 54,469,028	$ 56,113,694	$ 53,987,645	$ 49,248,397	$ 39,788,046	$ 42,385,858
FIDUCIARY NET POSITION										
Contributions - employer	$ 2,734,027	$ 2,364,710	$ 2,126,103	$ 1,759,432	$ 1,524,061	$ 2,452,177	$ 2,529,718	$ 2,323,850	$ 1,716,570	$ 1,900,122
Contributions - member	904,074	780,320	707,463	599,412	598,977	665,528	681,925	616,889	485,026	518,057
Net investment income	5,860,263	3,937,937	3,617,307	(4,649,276)	4,994,205	4,061,150	4,407,988	(1,166,189)	3,279,405	1,991,080
Benefit payments and net transfers	(4,240,568)	(3,992,820)	(3,706,150)	(3,742,580)	(3,669,375)	(4,041,720)	(3,637,041)	(3,745,917)	(3,045,115)	(3,387,558)
Administrative expense	(42,837)	(54,077)	(50,126)	(42,201)	(39,427)	(23,810)	(28,071)	(18,250)	(21,327)	(11,885)
Transfers into the System	56,969	68,600	58,979	52,398	67,939	19,692	19,757	37,941	-	-
Other	3,258,986	482,048	388,658	(936,271)	(2,209,105)	221,401	(54,425)	4,555,561	(2,266,977)	759,786
Net Change in Fiduciary Net Position	8,530,914	3,586,718	3,142,234	(6,959,086)	1,267,275	3,354,418	3,919,851	2,603,885	147,582	1,769,602
Fiduciary Net Position - Beginning	35,670,571	32,083,853	28,941,619	35,900,705	34,633,430	31,279,012	27,359,161	24,755,276	24,607,694	22,838,092
Fiduciary Net Position - Ending (b)	$ 44,201,485	$ 35,670,571	$ 32,083,853	$ 28,941,619	$ 35,900,705	$ 34,633,430	$ 31,279,012	$ 27,359,161	$ 24,755,276	$ 24,607,694
NET PENSION LIABILITY - ENDING (a)-(b)	$ 18,695,289	$ 21,336,503	$ 25,367,734	$ 25,409,487	$ 18,568,323	$ 21,480,264	$ 22,708,633	$ 21,889,236	$ 15,032,770	$ 17,778,164
Fiduciary net position as a percentage of the total pension liability	70.28%	62.57%	55.85%	53.25%	65.91%	61.72%	57.94%	55.55%	62.22%	58.06%
Covered payroll	$ 13,194,473	$ 13,194,473	$ 10,292,452	$ 10,185,859	$ 10,019,135	$ 10,208,620	$ 11,164,015	$ 9,614,821	$ 7,632,578	$ 8,037,960
Net pension liability as a percentage of covered payroll	141.69%	161.71%	246.47%	249.46%	185.33%	210.41%	203.41%	227.66%	196.96%	221.18%

NOTES TO SCHEDULE:

Changes in Benefits: For 2020, the benefit multiplier changed to 2.50% for all years of service, 80 point provision added to retirement eligibility, age 60 with 10 years of service early retirement eligibility added, pensionable earnings capped at $150,000, periodically adjusted for inflation by the Trustees, and a retirement Incentive Plan was adopted for participating members with a retirement date in 2020. For 2018, for all employees hired on or after January 1, 2018, the benefit multiplier changed to 1.9% for all years of service and pensionable earnings capped at $100,0000 adjusted for inflation, and early retirement allowed at age 62 with 20 years of service.

Changes in Assumptions and Other Inputs:

Allocation Percentage to the Airport (component unit)	7.6960914%	7.0518140%	6.9474310%	6.8553700%	7.038942%	7.518513%	7.465669%	7.480550%	6.317905%	6.959001%
Discount Rate		7.00%		7.25%						
Mortality Tables				PubG-2010, Disabled-PubNS-2010						
Mortality Projection Scale		MP-2021	MP-2020	MP-2018						
Salary Increases		15%-4%		10%-3.2%						

Louis Armstrong New Orleans International Airport
Schedule of Employer Contributions to Defined Benefit Plan
Last 10 Years

December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	$ 2,176,043	$ 2,090,024	$ 1,873,685	$ 1,676,158	$ 2,529,718	$ -	$ -	$ 2,095,713	$ 1,716,570	$ 1,900,122
Contributions in related to the contractually required contributions	2,507,143	2,337,061	1,934,535	1,857,843	1,636,885	2,522,932	2,569,097	2,249,395	1,761,937	1,666,973
Contribution deficiency (excess)	$ (331,100)	$ (247,037)	$ (60,850)	$ (181,685)	$ 892,833	$ (2,522,932)	$ (2,569,097)	$ (153,682)	$ (45,367)	$ 233,149
Covered payroll	$ 13,363,071	$ 13,194,473	$ 10,292,452	$ 10,156,066	$ 11,164,015	$ 9,614,821	$ 7,632,578	$ 8,037,960	$ -	$ -
Contributions as a percentage of covered payroll	18.76%	17.71%	18.80%	18.29%	14.66%	26.24%	33.66%	27.98%	#DIV/0!	#DIV/0!
NOTES TO SCHEDULE										
Allocation Percentage to the Airport (component unit)	7.696091%	7.051814%	6.947431%	6.855370%	7.038942%	7.518513%	7.465669%	7.480550%	6.317905%	6.959001%
Methods and assumptions used to determine contribution rates:										
Valuation date:	January 1, 2025									
Actuarial cost method	Entry Age Actuarial Cost Method									
Amortization method	Level percent of pay with layered bases									
Remaining amortization period.	20 years									
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the market value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.									
Investment rate of return	7.00%, net of pension plan investment expense, including inflation									
Inflation	2.50%									
Salary increases	Service-based annual rates raning from 15% to 4%									

Louis Armstrong New Orleans International Airport
Schedule of Changes in Total OPEB Liability and Related Ratios
Last 10 Years*

December 31,	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB liability								
Service cost	$ 71,525	$ 90,775	$ 83,682	$ 109,610	$ 142,695	$ 131,766	$ 80,941	$ 91,236
Interest	233,671	221,833	215,576	148,796	164,500	179,669	222,214	212,949
Current Year Amortization	-	-	-	-	-	-	43,774	-
Differences between expected and actual experience	245,326	113,370	196,297	(248,219)	(180,580)	669,003	203,246	(209,788)
Changes of assumptions or other inputs	(489,396)	(584,070)	325,507	(1,276,615)	136,395	559,055	996,934	(466,422)
Benefit payments	(336,748)	(352,580)	(419,658)	(454,027)	(431,839)	(405,160)	(414,293)	(382,674)
Net change in total OPEB liability	(275,622)	(510,672)	401,404	(1,720,455)	(168,829)	1,134,333	1,132,816	$ (754,699)
Total OPEB liability - beginning	5,895,608	6,406,280	6,004,876	7,725,331	7,894,160	6,759,827	5,627,011	6,381,710
Total OPEB liability - ending	$ 5,619,986	$ 5,895,608	$ 6,406,280	$ 6,004,876	$ 7,725,331	$ 7,894,160	$ 6,759,827	$ 5,627,011
Covered payroll	$ 14,801,668	$ 14,801,668	$ 11,631,514	$ 11,184,148	$ 10,596,026	$ 10,084,787	$ 9,982,277	$ 9,614,757
Total OPEB liability as a percentage of covered payroll	37.97%	39.83%	55.08%	53.69%	72.91%	78.28%	67.72%	58.52%

* Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

Notes to Schedule:
- Information is presented using measurement date which is the same as the fiscal year end.
- No assets are accumulated in a trust to pay related benefits.

- Changes of Assumptions or other inputs:								
Discount Rate:	4.83%	4.08%	3.26%	3.72%	2.06%	2.12%	2.74%	4.10%
Mortality:						RP-2000	RP-2000	RP-2000
Trend:						4.5% to 5.5%	5.5%	5.5%

Louis Armstrong New Orleans International Airport
Supplemental Schedule of Investments

Year ended December 31, 2025

Description	Year Aquired	Maturity date	Book value	Fair value
Unrestricted investments:				
Special Receipts:				
Dreyfus Treasury Prime Cash Management				
The Bank of New York Mellon	2008	N/A	$ 1,386,928	1,386,928
JPM U.S. Treasury Plus Investments				
The Bank of New York Mellon	2009	N/A	804,331	804,331
			2,191,259	2,191,259
City of New Orleans:				
LAMP - Sales Tax/General Purpose	2003	N/A	54,891,194	54,891,194
LAMP - Revolving			617	617
LAMP - Use & Lease General Purpose	2011	N/A	9	9
			54,891,820	54,891,820
New Orleans Aviation Board:				
Whitney Custody Account			14,418,202	14,418,202
Total unrestricted investments			71,501,282	71,501,282
Restricted investments:				
City of New Orleans:				
LAMP - Rollover Coverage	2009	N/A	16,839,258	16,839,258
CIF-Parking Facility Loan:				
JPM U.S. Treasury Prime Investments:				
The Bank of New York Mellon	2010	N/A	1,339,337	1,339,337
Debt Service Fund:				
Dreyfus Treasury Prime Cash Management				
The Bank of New York Mellon	2008	N/A	25,577,623	25,577,623
Debt Service Reserve Fund:				
Dreyfus Treasury Prime Cash Management				
The Bank of New York Mellon	2009	N/A	86,470,610	86,470,610
Capitalized Interest:				
Dreyfus Treasury Prime Cash Management:				
The Bank of New York Mellon	2015	N/A	6	6

(Continued)

Louis Armstrong New Orleans International Airport
Supplemental Schedule of Investments

Description	Year Acquired	Maturity date	Book value	Fair value
Operations and Maintenance:				
Reserve fund:				
JPM U.S. Treasury Plus				
Cash Management				
The Bank of New York Mellon	2009	N/A	14,933,438	14,933,438
Receipts Fund:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2009	N/A	7,854,697	7,854,697
CFC Restricted:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2010	N/A	24,793,217	24,793,217
Time Reimbursement:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2009	N/A	1,373,742	1,373,742
Project Account:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2009	N/A	716,698	716,698
PFC Restricted:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2009	2008	76,958,881	76,958,881
GARB Restricted:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2015	N/A	12,798,522	12,798,522
Vendor Payment:				
Dreyfus Treasury Prime				
Cash Management				
The Bank of New York Mellon	2015	N/A	51,136	51,136
Total restricted investments			269,707,125	269,707,164
Total all investments			$ 341,208,407	$ 341,208,446

(Concluded)

Louis Armstrong New Orleans International Airport
Supplemental Schedule of Operating Revenues and Expenses by Area of Activity

Year ended December 31, *2025*

	Airfield	Terminal buildings	Ground transportation	Total
Operating revenues	$ 18,300,739	$ 118,279,195	$ 5,311,322	$ 141,891,256
Direct expenses	6,191,559	25,316,462	5,736,970	37,244,991
Operating revenues, less direct expenses	12,109,180	92,962,733	(425,648)	104,646,265
Depreciation of cost center assets	19,139,226	48,342,909	979,974	68,462,109
Operating revenues, less direct expenses and depreciation	$ (7,030,046)	$ 44,619,824	$ (1,405,622)	36,184,155
Other operating expenses:				
Depreciation of non-cost center assets				1,452,487
Administrative				46,258,316
Total other operating expenses				47,710,803
Operating (loss)				$ (11,526,648)

Louis Armstrong New Orleans International Airport
Supplemental Schedule of Historical Debt Service Coverage Ratio
as Required Under the General Revenue Bond Trust Indenture
Dated February 1, 2009

Year ended December 31,	*2025*
Revenues:	
Airline rentals and landing fees	$ 75,267,770
Other operating revenues	66,623,487
Nonoperating revenues	8,753,066
Transferred PFCs	21,762,000
Federal funding	0
Rollover coverage	16,839,258
Total revenues	189,245,581
Less expenses:	
Operation and maintenance expenses	83,503,307
Net revenues	$ 105,742,274
Debt service fund requirement:	
Principal payments	$ 21,220,000
Interest expense	50,796,192
Total debt service fund requirement	$ 72,016,192
Historical debt service coverage ratio	1.47

(1) Basis of Accounting

The accompanying supplemental schedule has been prepared in accordance with the General Revenue Bond Trust Indenture dated February 1, 2009. The supplemental schedule excludes certain revenues and expenses as defined in the trust indenture.

(2) Rollover Coverage

The Airport annually approves Rollover Coverage, in which the funds are transferred monthly, in ratable portions of the total, to the NOAB Rollover Coverage Account held by the City of New Orleans, and then transferred to the airport operating account, held by the City of New Orleans.

Louis Armstrong New Orleans International Airport
Schedule of Compensation, Benefits, and Other Payments to the Director of Aviation

Year ended December 31, *2025*

Kevin Dolliole, Director of Aviation

Purpose	Amount
Salary	$ 360,491
Benefits- medical	9,025
Benefits-Medicare, Social Security, Workman's Compensation	16,136
Benefits-insurance contribution	88
Travel*	23,025
Conference registration fees*	2,495
Reimbursements*	-

* All Director of Aviation travel, including per diem, lodging, and registration fees associated therewith, are approved at New Orleans Aviation Board public meetings. All reimbursements were for parking charges to attend off-airport meetings. The Director of Aviation charges to the Airport credit card are approved at New Orleans Aviation Board public meetings and the expense report is publically posted on the Airport website at http://flymsy.com/transparentMSY with detail for each expense.

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
3850 North Causeway Boulevard
Suite 1400
Two Lakeway Center
Metairie, LA 70002

504.837.9116
504.837.0123 (fax)
CRIadv.com

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the New Orleans Aviation Board and the
City Council of the City of New Orleans, Louisiana:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Louis Armstrong New Orleans International Airport (the "Airport"), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Airport's basic financial statements and have issued our report thereon dated June 29, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Airport's internal control over financial reporting ("internal control") as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Airport's internal control. Accordingly, we do not express an opinion on the effectiveness of the Airport's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Airport's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Airport's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Airport's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. Under Louisiana Revised Statute 24:513, this report is distributed by the Louisiana Legislative Auditor as a public document.

Carr, Riggs & Ingram, L.L.C.

Metairie, Louisiana
June 29, 2026

LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED DECEMBER 31, 2025

We have audited the basic financial statements of Louis Armstrong New Orleans International Airport as of and for the year ended December 31, 2025. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our audit of the financial statements as of December 31, 2025 resulted in an unmodified opinion.

Section I: Summary of Auditor's Report

a. *Report on Internal Control and Compliance Material to the Financial Statements*

Internal Control:	
Material Weaknesses	No
Significant Deficiencies	None noted
Compliance:	
NonCompliance Material to Financial Statements	No

b. *Federal Awards*

Federal Awards are audited as part of the City of New Orleans Single Audit.

SECTION II – DEFICIENCIES IDENTIFIED DURING THE AUDIT

None noted.

SECTION III – COMPLIANCE AND OTHER MATTERS

None noted.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$66,635,000*
NEW ORLEANS AVIATION BOARD
GENERAL AIRPORT REVENUE REFUNDING BONDS
SERIES 2026A (NON-AMT)

$76,755,000*
NEW ORLEANS AVIATION BOARD
GENERAL AIRPORT REVENUE REFUNDING BONDS
SERIES 2026B (AMT)

This Continuing Disclosure Certificate (the "**Disclosure Certificate**") is executed and delivered by the New Orleans Aviation Board (the "**Issuer**"), in connection with the issuance of the above-captioned bonds (the "**Bonds**"). The Bonds are being issued pursuant to the General Revenue Bond Trust Indenture dated as of February 1, 2009 (the "**General Indenture**"), among the Issuer, The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**") and the City of New Orleans, Louisiana (the "**City**"), as supplemented and amended through the Twelfth Supplemental Trust Indenture dated as of December 1, 2026 (the "**Twelfth Supplemental Indenture**" and, together with the General Indenture, the "**Indenture**"), each among the Issuer, the Trustee and the City, and are described in that certain Official Statement dated December ___, 2026 which contains certain information concerning the Issuer, the security for the Bonds and certain financial and other information relating thereto. The Issuer covenants and agrees as follows:

SECTION 1. ***Purpose of the Disclosure Certificate.***

(a) This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and the Beneficial Owners and in order to assist the Participating Underwriters in complying with subsection (b)(5) of the Rule.

(b) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same or shall own beneficial ownership interests therein from time to time, this Disclosure Certificate shall be deemed to be and shall constitute a contract between the Issuer and the Bondholders and Beneficial Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Issuer shall be for the benefit of the Bondholders and Beneficial Owners of any and all of the Bonds.

SECTION 2. ***Definitions.*** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings.

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Audited Financial Statements**" shall mean the audited financial statements of the Issuer.

"**Beneficial Owner**" shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries).

"**Bondholders**" when used with reference to a Bond or Bonds, shall mean the registered owner of any Outstanding Bond or Bonds.

*Preliminary, subject to change.

"**Dissemination Agent**" shall mean the Deputy Director and Chief Financial Officer of the Issuer, or any Dissemination Agent designated by the Issuer.

"**EMMA**" shall mean the Electronic Municipal Market Access system of the MSRB. As of the date of this Disclosure Certificate, the EMMA Internet Web site address is http://www.emma.msrb.org.

"**GAAP**" shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Governmental Accounting Standards Board and in effect from time to time.

"**Issuer**" shall mean the New Orleans Aviation Board.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purposes of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board
Electronic Municipal Market Access Center
www.emma.msrb.org

"**1934 Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Official Statement**" shall mean the Official Statement with respect to the Bonds dated December ___, 2026.

"**Participating Underwriter**" shall mean any of the original Underwriters of the Bonds required to comply with the Rule in connection with the primary offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time, together with all interpretive guidance or other official interpretations or explanations thereof that are promulgated by the SEC.

"**SEC**" shall mean the Securities and Exchange Commission.

"**Securities Counsel**" shall mean legal counsel expert in federal securities law.

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, not later than August 31 of each year, commencing August 31, 2027, to the MSRB an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may include by specific reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a notice, in a timely manner, to the MSRB, in substantially the form attached as Exhibit A, and shall provide the Annual Report to the Dissemination Agent as soon as available.

(c) If the Issuer's fiscal year changes, the Issuer shall send written notice of such change to the MSRB, in substantially the form attached as Exhibit B.

(d) The Dissemination Agent shall, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to the MSRB.

(e) In connection with providing the Annual Report, the Dissemination Agent (if other than the Issuer) is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the Annual Report for purposes of the Rule or any other state or federal securities law, rule, regulation, or administrative order.

SECTION 4. ***Content of Annual Reports*****.** The Annual Report shall contain or incorporate by reference the following:

(a) The Audited Financial Statements of the Issuer for its fiscal year immediately preceding the due date of the Annual Report. The Audited Financial Statements of the Issuer shall not include any supplemental financial statements of the Issuer. Any supplemental financial statements of the Issuer shall be filed by the Issuer pursuant to Section 10 hereof, upon receipt by the Issuer of such supplemental financial statements, if any.

(b) Basis of accounting used by the Issuer in reporting its financial statements. The Issuer follows GAAP principles and mandated Louisiana statutory accounting requirements as in effect from time to time. In the event of any material change in such requirements the impact of such changes will be described in the Annual Report of the year such change occurs.

(c) Updates of the following information using the following captions:

Historical Enplanements
Historical Enplanements by Carrier
Commercial Aircraft Landed Weight at Airport
Total Aircraft Landed Weight by Fiscal Year
Historic Airport Revenues and Expenses
Outstanding Debt
Future Debt

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been submitted to the MSRB. If the document incorporated by reference is a deemed final official statement, it shall be available from the MSRB. The Issuer shall clearly identify other documents so incorporated by reference.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State of Louisiana.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify, from time to time, the specific types of information provided or the format of the presentations of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided however, that the Issuer agrees that any modifications will be made consistent with Section 9.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of the event. Each notice shall be captioned and shall prominently state the date, title and CUSIP numbers of the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults if material;

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

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

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

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

(7) modifications to rights of Bondholders if material;

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

(9) defeasances;

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

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the Issuer[1];

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

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

(15) Incurrence of a financial obligation[2] of the Issuer if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect Bondholders; or

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

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the Aviation Board intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

(b) In connection with providing a notice of the occurrence of a Listed Event, the Dissemination Agent (if other than the Issuer), solely in its capacity as such, is not obligated or responsible under this Disclosure Certificate to determine the sufficiency of the content of the notice for purposes of the Rule or any other state or federal securities law, rule, regulation, or administrative order.

(c) The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness issued under the General Indenture.

(d) The Issuer acknowledges that it is not required to provide notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

(e) As of the date of this Disclosure Certificate, the Listed Events described in subsections (a)(5) and (a)(10) are not applicable to the Bonds.

SECTION 6. ***Mandatory Electronic Filing with EMMA.*** All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at http://www.emma.msrb.org as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

SECTION 7. ***Termination of Reporting Obligation***.

(a) The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance of the Bonds or the prior redemption or payment in full of all of the Bonds.

(b) This Disclosure Certificate, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of Securities Counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Disclosure Certificate, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) files notice to such effect with the MSRB.

SECTION 8. ***Dissemination Agent.*** The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Deputy Director and Chief Financial Officer. Except as otherwise provided in this Disclosure Certificate, the Dissemination Agent (if other than the Issuer) shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate.

SECTION 9. ***Amendment; Waiver.***

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) if the amendment or waiver relates to the provisions of Section 3(a), (b), (c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer or the type of business conducted by the Issuer;

(2) this Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) the amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer, or the Dissemination Agent (if other than the Issuer) at the written direction of the Issuer with the MSRB.

SECTION 10. ***Additional Information.*** Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. ***Failure to Comply.*** In the event of a failure of the Issuer or the Dissemination Agent (if other than the Issuer) to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may bring an action to obtain specific performance of the obligations of the Issuer or the Dissemination Agent (if other than the Issuer) under this Disclosure Certificate, but no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and any failure to comply with the obligations under this Disclosure Certificate shall not constitute a default with respect to the Bonds or under the Indenture authorizing the issuance of the Bonds.

SECTION 12. ***Duties of Dissemination Agent.*** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate.

SECTION 13. ***Beneficiaries.*** This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, the Bondholders, and the Beneficial Owners, and shall create no rights in any other person or entity.

SECTION 14. ***Transmission of Information and Notices.*** Unless otherwise required by law or this Disclosure Certificate, and, in the sole determination of the Issuer or the Dissemination Agent, as applicable, subject to technical and economic feasibility, the Issuer or the Dissemination Agent, as applicable, shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

SECTION 15. ***Additional Disclosure Obligations.*** The Issuer acknowledges and understands that other state and federal laws, including, without limitation, the Securities Act of 1933, as amended, and Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act, may apply to the Issuer, and that under some circumstances, compliance with this Disclosure Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Issuer under such laws.

SECTION 16. ***Governing Law.*** This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State of Louisiana, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State of Louisiana. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Disclosure Certificate on this, the ___ day of December, 2026.

NEW ORLEANS AVIATION BOARD

By: _____
James M. Williams, Chairman

EXHIBIT A

NOTICE TO REPOSITORIES OF

FAILURE TO FILE ANNUAL REPORT

$66,635,000*
NEW ORLEANS AVIATION BOARD
GENERAL AIRPORT REVENUE REFUNDING BONDS
SERIES 2026A (NON-AMT)

$76,755,000*
NEW ORLEANS AVIATION BOARD
GENERAL AIRPORT REVENUE REFUNDING BONDS
SERIES 2026B (AMT)

NOTICE IS HEREBY GIVEN that the New Orleans Aviation Board (the "**Issuer**") has not provided an Annual Report as required by Section 3 of the Continuing Disclosure Certificate with respect to the above captioned bonds. The Issuer anticipates that its Annual Report will be filed by _____.

Date: _____

NEW ORLEANS AVIATION BOARD

By: _____
Name: _____
Title: _____

EXHIBIT B

NOTICE OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Obligated Person:	New Orleans Aviation Board
Name of Bond Issue:	$66,635,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026A (Non-AMT) $76,755,000* New Orleans Aviation Board General Airport Revenue Refunding Bonds, Series 2026B (AMT)
Date of Bonds:	December __, 2026

NOTICE IS HEREBY GIVEN that the fiscal year of the New Orleans Aviation Board (the "Issuer") changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

NEW ORLEANS AVIATION BOARD

By: _____
Name: _____
Title: _____

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond will be delivered for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Redemption notices shall be sent to DTC. If less than all the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns

Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent, on each payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, nor its nominee, the Paying Agent, or the Aviation Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC is the responsibility of the Paying Agent; disbursement of such payments to Direct Participants shall be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Paying Agent. Under such circumstances, in the event that a successor depository is not named, Bonds are required to be printed and delivered.

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

The information in this section concerning DTC and DTC's book-entry only system has been obtained from DTC and is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Paying Agent or the Aviation Board.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement, it should be understood that while the Bonds are in the book-entry only system, references in other sections of this Official Statement to Registered Owners should be read to include the person for which the Direct Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the book-entry only system, and (ii) except as described above, notices that are to be given to Registered Owners under the Indenture will be given only to DTC.

THE AVIATION BOARD, THE TRUSTEE AND THE UNDERWRITERS CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS, (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS, OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE AVIATION BOARD, THE TRUSTEE NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF

THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Provisions Applicable if Book Entry Only System is Terminated

In the event the Bonds are removed from the Book-Entry Only System, the principal of and the interest on the Bonds shall be payable to the person in whose names the Bonds are registered on the Bond Register on the applicable Record Date. Payments of interest on the Bonds shall be made to the Registered Owners of the Bonds (as determined at the close of business on the Record Date next preceding the applicable Interest Payment Date) by check drawn upon the Trustee and mailed by first class mail to the Registered Owners at their addresses as they appear on the Bond Register or to such other address as may be furnished in writing by any Registered Owner to the Trustee prior to the applicable Record Date. The principal amount of any Bond and premium, if any, together with interest payable on any bond payment date (other than interest payable on a regularly scheduled Interest Payment Date) will be made by check only upon presentation and surrender of the Bond on or after its maturity date or the date fixed for purchase, redemption, or other payment at the office of the Trustee designated by the Trustee for that purpose. Notwithstanding the foregoing, payment of principal of, premium, if any, and interest on any Bond shall be made by wire transfer to any account within the United States of America designated by a Bondholder owning $1,000,000 or more in aggregate principal amount of Bonds (if requested in writing of the Trustee by such Bondholder not less than five (5) days prior to the applicable Interest Payment Date and if such Bondholder otherwise complies with the reasonable requirements of the Trustee). A request for wire transfer may specify that it is effective unless and until rescinded in writing by the Bondholder at least five (5) days prior to the Record Date for the first bond payment date to which such rescission is designated to apply. If interest on the Bonds is in default, the Trustee shall, prior to payment of interest, establish a special record date ("Special Record Date") for such payment, which Special Record Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment. Payment of such defaulted interest shall then be made by check or wire transfer, as described above, mailed or remitted to the person in whose names the Bonds are registered on the Special Record Date at the addresses or accounts of such persons shown on the Bond Register.

[THIS PAGE INTENTIONALLY LEFT BLANK]

LOUIS ARMSTRONG
NEW ORLEANS
INTERNATIONAL AIRPORT

Mixed Sources
Product group from well managed forests, controlled sources and recycled wood or fiber.

Printed by: ImageMaster, LLC
www.imagemaster.com