

**VOLUNTARY NOTICE  
REGARDING NEW AIRPORT USE AND LEASE AGREEMENT**

*relating to*

**VARIOUS SERIES OF CITY OF ATLANTA AIRPORT BONDS ALL AS MORE  
PARTICULARLY IDENTIFIED ON EXHIBIT A ATTACHED HERETO**

This Voluntary Notice is being filed by the City of Atlanta (the "City") relating to those certain series of bonds more particularly identified on EXHIBIT A attached hereto (the "Affected Bonds") to provide a summary of certain provisions of the hereinafter defined New Airport Use and Lease Agreement.

In December 2009, the City and Delta Air Lines, Inc. ("Delta") executed an Agreement to Amend and Extend CPTC Leases, Airport Use Agreements and other Space Use Agreements amending Delta's Airport Use Agreement and CPTC Lease under which most of the provisions of these agreements relating to the calculation and payment of rentals, fees, and charges were extended to September 20, 2017 (the "Delta Extension Agreement"). After the execution of the Delta Extension Agreement, the City proceeded to negotiate extension agreements which are substantially the same as the Delta Extension Agreement with the other Signatory Airlines to the CPTC Leases and Airport Use Agreements (hereinafter such agreements when executed by the City and a Signatory Airline are referred together with the Delta Extension Agreement as the "Extension Agreements"). The Extension Agreements provided that the City and the airlines operating at the Airport would begin negotiating the terms of new agreements in 2015. Negotiations with respect to a new agreement formally began with all airlines in February 2015 and in April 2016, the City and the Signatory Airlines agreed to a new Airport Use and Lease Agreement (the "New Airport Use and Lease Agreement"). The following provides a brief summary of certain provisions of the New Airport Use and Lease Agreement. Such information and summary do not purport to be complete and are qualified in their entirety by express reference to the New Airport Use and Lease Agreement, a copy of which is available from the City. Capitalized terms used in this summary that are not otherwise defined have the meaning given to such terms in the New Airport Use and Lease Agreement.

*Introduction*

The New Airport Use and Lease Agreement is a significant departure from the existing agreements in form and, in some respects, substance. Rather than two different agreements separately governing use of the Airfield and the CTPC, the New Airport Use and Lease Agreement is an integrated agreement covering both. It contains thoroughly revised, industry-standard, contemporary contractual provisions.

All Signatory Airlines that are Passenger Carriers will execute substantially the same form of the New Airport Use and Lease Agreement. The primary difference between individual agreements will be the Term (as described below). Signatory Airlines that are Cargo Carriers will sign a similar form of agreement, but the agreement for Cargo Carriers is conditioned so that only the provisions affecting Cargo Carriers (e.g., the provisions pertaining to the Airfield as

well as the general legal requirements such as insurance, indemnification and environmental responsibilities) will apply.

### *Effective Date and Term*

The pre-approval of certain future capital projects and other provisions governing capital improvement projects (see below) will take effect retroactively on July 1, 2016. The remaining provisions of the New Airport Use and Lease Agreement take effect on October 1, 2017, upon the expiration of the existing airline agreements (which the New Airport Use and Lease Agreement extends from September 20, 2017 through September 30, 2017).

The New Airport Use and Lease Agreement provides the option for a 20 year term for "MII Eligible Signatory Airlines" that make a 20 year commitment to the City. For these carriers, the New Airport Use and Lease Agreement can be extended for 10 years by mutual consent of the City if there is an agreement in 2036 between the City and Signatory Airlines on future capital improvements. For Air Carriers that are unable or unwilling to make a 20 year commitment to the City but wish to become Signatory Airlines, the New Airport Use and Lease Agreement provides an optional five year term. Air Carriers signing on for five years enjoy the same rights and obligations as those signing for 20 years, with the exception of Majority-in-Interest ("MII") review rights. The five year term can be renewed every five years through the end of the Term on June 30, 2036 and for two additional five year increments in the event the MII Eligible Signatory Airlines and the City agree to extend the 20 year agreement for an additional 10 years in 2036. However, whenever a five year agreement is extended, the City is not obligated to lease the same facilities to the Signatory Airline (e.g., the City can reduce the number of Preferential Use Gates assigned to the Signatory Airline). Air Carriers that do not execute the New Airport Use and Lease Agreement are deemed Non-Signatory Airlines and must sign an Operating Agreement. Non-Signatory Airlines do not participate in revenue sharing (see below).

### *Leased Premises and Gate Assignment/Rights*

The City assigns space to each Signatory Airline through the issuance of a Premises Notice, the form of which is attached to the New Airport Use and Lease Agreement. Space in the Premises Notice is assigned on an Exclusive Use basis (e.g. office space and passenger clubs) and a Preferential Use basis (e.g. Gates). The City retains exclusive control of Common Use Premises in the CPTC, except that the New Airport Use and Lease Agreement continues to provide for the assignment of Priority Use rights on some Common Use Gates in the International Terminal in order to foster efficient hub operations. The New Airport Use and Lease Agreement provides that the City will have a minimum of three Common Use Gates in the Domestic Terminal with "reasonable available capacity" throughout the Term in order to allow new entry and growth of incumbent Air Carriers ("City Common Use Gate Requirement").

The New Airport Use and Lease Agreement provides the City with enhanced tools to minimize under-utilization of Gates within the CPTC. Preferential Use Gate rights have been redefined to be consistent with current industry norms that protect the Signatory Airlines' flight schedules, but give the City enhanced power to accommodate the needs of other carriers when a Signatory Airline has a Preferential Use Gate with a gap in its schedule. The City also has the

right to "recapture" under-utilized Preferential Use Gates and assign them to other Air Carriers and to rescind Priority Use Rights granted on Common Use Gates if the certain minimum utilization standards are not met.

The New Airport Use and Lease Agreement provides for the continued operation and maintenance of certain domestic facilities in the CPTC by Atlanta Airlines Terminal Corporation ("AATC"), a corporation established by the airlines operating at the Airport for that purpose, or another third-party service provider. The New Airport Use and Lease Agreement also provides for the City to continue to use a third-party manager to operate and maintain most common-use terminal facilities, and operate and maintain the International Terminal.

### *Rates and Charges and Revenue Sharing*

The New Airport Use and Lease Agreement prescribes simplified compensatory rate-setting methods the City will use to calculate both Landing Fees and Terminal Rents each year.

Landing Fees. There will be a single Landing Fee rate to be paid by all Signatory Airlines for each Fiscal Year. The Landing Fees will be calculated to recover all of the Debt Service and associated Coverage Requirements allocable to the Airfield Cost Center; the Amortization allocable to Airfield Capital Improvement Projects funded from the R&E Fund, if any; and the Direct Operating Expenses allocable to the Airfield Cost Center. The Landing Fee rate will be expressed in dollars and cents per thousand pounds of Federal Aviation Administration (FAA) certified maximum gross landed weight for each aircraft landing at the Airport. The Landing Fee rate to be charged to Non-Signatory Airlines will be at least 5% higher than the Signatory Airlines' Landing Fee Rate.

Terminal Rents. The Terminal Rental Rates will be calculated to recover all of the Debt Service and associated Coverage Requirements allocable to the CPTC Cost Center; the Amortization allocable to CPTC Capital Improvement Projects funded from the R&E Fund, if any; and the Direct Operating Expenses allocable to the CPTC Cost Center, along with certain specified Prior Tenant Finish Costs. AATC Charges and Common Use Facility Manager Costs will be billed separately to the Air Carriers that use the CPTC. The Terminal Rental Rates will be expressed in dollars and cents per square foot of Exclusive Use and Preferential Use Space assigned to each Signatory Airline, with different rates for four distinct types of Rented Space to reflect their differing utility. The charges for the use of Domestic Common Use Facilities and International Terminal Common Use Charges (as described in Section 8.05 of the New Airport Use and Lease Agreement) will be based upon the levels of activity of the Air Carriers using these facilities.

Revenue Sharing. The New Airport Use and Lease Agreement provides for four types of revenue sharing credits to be distributed among the Signatory Airlines on the basis of each Signatory Airline's relative share of Enplaned Passengers.

- The City will share 70% of its Inside Concessions Revenue in Fiscal Years 2018-2021 and 50% of its Inside Concessions Revenue for the remainder of the Term, as it may be extended.

- The City will also provide a "Per-Passenger Credit" of \$.60 in Fiscal Years 2018-2021 and \$.40 in Fiscal Years 2022-2027, with no further Per-Passenger Credits if the Term is extended.

The Inside Concessions Revenue Credit and the Per-Passenger Credits cannot exceed 100% of the City's total Inside Concessions Revenue in any Fiscal Year. These credits may be reduced by the City if annual GARB Debt Service Coverage would otherwise be less than 1.50x for any Fiscal Year.

- In Fiscal Years 2028 and later, the City will share with the Signatory Airlines 50% of the balance in the R&E Fund in excess of \$150 million (after taking account of certain Core Airport Operations Projects).
- In Fiscal Years 2028 and later, the City will also share 100% of the unencumbered balance in the City's R&E Subaccount, if any, that exceeds \$400 million.

Total revenue sharing credits of all four types cannot exceed the sum of all Inside Concessions Revenue and all Outside Concessions Revenue for any given Fiscal Year.

### *Capital Improvements*

By signing the New Airport Use and Lease Agreement, the Signatory Airlines will pre-approve a \$6.2 billion Capital Improvement Plan ("CIP") (in July 2014 dollars) for FY2016-2035, retroactive to July 1, 2016. The CIP includes a number of critically important improvements, including:

- \$1.3 Billion in pre-approved airfield improvements funded by the airlines.
  - New sixth runway (in FY2023)
  - Airfield upgrades, renewal and replacement
- \$3.0 Billion in pre-approved terminal improvements funded by the airlines, including:
  - New Concourse G
  - T-North Expansion
  - International Terminal improvements
  - Terminal Modernization Program
  - Automated Guideway Transit System (Plane Train)
  - CPTC upgrades, renewal and replacement
- \$1.8 Billion in City-funded landside improvements exempt from airline review including parking (8-deck south, 4-deck north, expandable in the future).

The New Airport Use and Lease Agreement categorically exempts certain future projects from airline review, including:

- City-funded projects not in an airline rate base
- Projects less than \$15M in any given year
- Mandated or emergency projects
- Projects required to meet the City Common Use Gate Requirement

"MII" approval is required for airline-funded projects that are not pre-approved or exempt. Absent MII approval, when required, the City cannot proceed with a newly proposed project.

#### *Assignment and Transfer*

Signatory Airlines may not assign or otherwise alienate or hypothecate their Premises or enter into use agreements without the consent of the Aviation General Manager, provided, however, that a Signatory Airline may assign its New Airport Use and Lease Agreement without such consent to (a) an entity controlling, controlled by or under common control with the Signatory Airline or (b) a successor by merger, consolidation or acquisition to all or substantially all of the assets of the Signatory Airline. Signatory Airlines may enter into handling agreements with other Air Carriers without the Aviation General Manager's consent, provided the Air Carrier handled by Signatory Airline obtains the City's consent to operate at the Airport. Subleases require the consent of the Airport General Manager.

#### *Indemnity*

Except to the extent caused by the City's negligence or the negligence of the City's elected officials, officers, agents and employees, each Signatory Airline agrees to (a) defend, indemnify and hold harmless City, its officers, agents, officials and employees from and against all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from City by reason of bodily injuries to or deaths of any persons or damage to any property arising from the Signatory Airline's use and occupation of its Premises or the Airport or otherwise arising from the Signatory Airline's operations, acts or omissions under the New Airport Use and Lease Agreement; and (b) to indemnify and hold harmless the City, its officers, agents, officials and employees from any and all losses, expenses, demands and claims against them sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance pursuant to the New Airport Use and Lease Agreement by the Signatory Airline, or any of its agents, contractors, subcontractors, officers or employees.

#### *Insurance*

Each Signatory Airline is required to maintain in force during the Term specified insurance coverage including aviation liability coverage of at least \$100 million combined single limit for bodily injury and property damage.

The City has agreed to obtain (a) a "special risk" policy of property insurance covering reasonably foreseeable risks, insuring the buildings, systems, equipment and other improvements included in the CPTC and the Airfield and (b) an airport owners and operators liability insurance policy covering the AGTS. The cost of such insurance is allocated to appropriate Cost Centers.

### *Damage and Destruction*

In the event of damage or destruction of the Premises of a Signatory Airline by fire or other casualty or otherwise, the City is required, with all reasonable diligence and dispatch, to repair or rebuild such premises and to restore them, as nearly as possible, to the condition which existed immediately prior to the damage or destruction, subject to such modification as may be agreed upon between such Signatory Airline and the City. Any cost of such repair or rebuilding will be paid for with the proceeds of available insurance coverage pursuant to the New Airport Use and Lease Agreement. If such insurance proceeds exceed the cost of repair or rebuilding, the excess proceeds will be credited against the Terminal Rate Base Requirement used to determine the rental rate in the terminals. If the entire CPTC is so substantially damaged or destroyed that the City determines that rebuilding is not prudent, it may elect not to rebuild. In such event, the Signatory Airline may elect to use the insurance proceeds to rebuild or, if the Premises are not rebuilt, then rentals and charges for the Premises will abate and insurance proceeds will be distributed first to the City to compensate the City for the value of City owned property and then the Signatory Airlines to the extent the Signatory Airline's insurance does not cover the unamortized value of its improvements.

### *Condemnation*

In the event that any portion of a Signatory Airline's Premises are condemned or otherwise taken for public or quasi-public use under the power of eminent domain or any similar power, the following provisions will apply:

A. Entire Leased Premises Taken. If the entire Premises are taken, its agreement will terminate as of the date of such taking, all rentals and charges payable by such Signatory Airline will abate as of such date and the condemnation award will be distributed as described in paragraph C. below.

B. Portion of Leased Premises Taken. If only a portion of its Premises is taken, its agreement will terminate as to such portion as of the date of such taking, all rentals and charges payable by such Signatory Airline related to such portion of the Premises will abate as of such date and the condemnation award will be disbursed as described in paragraph C. below, except that if the remainder of the Premises as reduced by the taking is thus rendered unsuitable or insufficient for use by the Signatory Airline to conduct its air transportation business, its agreement will be terminated in its entirety as of the date of such taking, all rentals payable under such agreement will abate as of such date, and the condemnation award will be distributed as described in paragraph C. below.

C. Distribution of Award. The condemnation award will be distributed between the City and such Signatory Airline as specifically provided by the court having jurisdiction, but if no distribution is made by the court, such distribution will be applied as follows:

(i) First, to the parties the fees and expenses incurred by the parties in collecting the award;

(ii) Second, to such Signatory Airline the unamortized value of the improvements and installations of such Signatory Airline, including fixtures, equipment and systems, not financed by the City, which are taken or rendered unusable;

(iii) Third, if there is a partial taking and it is necessary to incur expenses or costs to restore the remaining premises so that they may be used by such Signatory Airline to conduct its air transportation business, to pay such expenses and costs; and

(iv) The balance will be paid to the City.

*Minimum Fire and Police Protection*

The City is required under the CPTC Leases to provide, or cause to be provided, a level of fire and police protection for the Airport which will be determined from time to time by the City after consultation with the Signatory Airlines (MII approval is no longer required and the costs are no longer capped). In no event, however, may the level of such protection be less than the minimum requirements of pertinent FAA regulations, Transportation Security Administration directives, or such that in the judgment of the City the traveling public and others are not adequately protected. The costs of these services are allocated to the appropriate Cost Centers.

*Events of Default; Remedies*

Default by Signatory Airline. Each of the following shall constitute an event of default by a Signatory Airline:

- A. The Signatory Airline fails to timely pay rentals and charges or remit PFCs and such default continues for fifteen days after receipt of written notice from the City of such non-payment.
- B. The Signatory Airline fails after the receipt of thirty days written notice from the City to keep, perform or observe any other term, covenant, or condition of the New Airport Use and Lease Agreement.
- C. The failure by the Signatory Airline to provide and keep in force required insurance coverages.
- D. The appointment of a trustee, custodian, or receiver of all or a substantial portion of the Signatory Airline's assets.
- E. The divestiture of the Signatory Airline's estate by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

- F. The abandonment by the Signatory Airline of the Premises, or its conduct of business at the Airport.

Upon the occurrence of an event of default by a Signatory Airline, the City has the following remedies:

- A. The City may exercise any remedy provided by law or in equity, including but not limited to the remedies specified in the New Airport Use and Lease Agreement.

- B. The City may cancel the New Airport Use and Lease Agreement, effective upon the date specified in the notice of cancellation.

- C. The City may cure or cause any violation to be cured for the account and at the expense of the Signatory Airline, and all sums so expended by City related to such cure, together with a ten percent administrative charge, must be paid by the Signatory Airline on demand.

- D. The City shall have the immediate right of re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Signatory Airline.

- E. Should the City elect to re-enter or should it take possession, it may either terminate the agreement or relet the Premises. However, the Signatory Airline remains liable for all rentals fees or charges (rentals, fees and charges collected from reletting will be deducted from the amount otherwise owned by the Signatory Airline).

Default by City. Each of the following constitutes an event of default by the City under the New Airport Use and Lease Agreement:

- A. Failure of the City to keep, perform or observe any material term, covenant or condition of the New Airport Use and Lease Agreement after thirty days written notice;

- B. Failure for a period in excess of thirty days to reopen the Airport to flying in the event that the Airport is closed to flying in general or to a Signatory Airline for reasons other than weather, acts of God or other reasons beyond the City's control; or

- C. The City wrongfully deprives the Signatory Airline for a period in excess of ten days of its right to occupy and use its Premises.

Upon the occurrence of an event of default by the City, the Signatory Airline has the right to terminate its agreement with the City upon sixty days written notice.

*Signatory Airlines' Other Right of Termination*

A Signatory Airline may terminate its agreement with the City upon thirty days written notice to City if the Signatory Airline is permanently deprived, for any reason beyond its control, of the rights, certificates, or authorizations necessary under applicable law to operate its air transportation business at the Airport.



*Force Majeure*

Neither party shall be deemed to be in default of the New Airport Use and Lease Agreement by reason of failure to perform any of either party's respective obligations if, while and to the extent that such failure is due to or results from any force majeure event including strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, terrorism, acts of superior governmental authority, floods, riots, rebellion, sabotage or any other circumstances for which such party is not responsible and which are not within its control.

*Miscellaneous*

The City may not lease any premises within the CPTC to any Air Carrier on terms which are more favorable than the terms offered to the Signatory Airlines.

The information in this Voluntary Notice has been compiled from sources believed to be reliable, but no warranties or guarantees as to the accuracy or completeness of such information are provided. Furthermore, the information set forth herein is provided as of the date set forth below and there is no assurance that such information has not changed after the date hereof.

This Voluntary Notice is dated December 20, 2016.

**EXHIBIT A**

**VARIOUS SERIES OF CITY OF ATLANTA AIRPORT BONDS**

**\$181,875,000**

**CITY OF ATLANTA**

**AIRPORT GENERAL REVENUE REFUNDING BONDS,  
SERIES 2014C (AMT)**

**CUSIP**

04780M TQ2  
04780M TR0  
04780M TS8  
04780M TT6  
04780M TU3  
04780M TV1  
04780M TW9  
04780M TX7  
04780M TY5  
04780M TZ2  
04780M UA5  
04780M UB3  
04780M UC1  
04780M UD9

**\$141,005,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2014B (NON-AMT)**

**CUSIP**

04780M SV2  
04780M SW0  
04780M SX8  
04780M SY6  
04780M SZ3  
04780M TA7  
04780M TB5  
04780M TC3  
04780M TD1  
04780M TE9  
04780M TF6  
04780M TG4  
04780M TH2  
04780M TJ8  
04780M TK5  
04780M TL3  
04780M TM1

**\$523,605,000**  
**CITY OF ATLANTA**  
**AIRPORT PASSENGER FACILITY CHARGE AND SUBORDINATE LIEN**  
**GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2014A (NON-AMT)**

**CUSIP**

04780T CN2  
04780T CP7  
04780T CQ5  
04780T CR3  
04780T CS1  
04780T CT9  
04780T CU6  
04780T CV4  
04780T CW2  
04780T CX0  
04780T CY8  
04780T CZ5  
04780T DA9

**\$225,740,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE BONDS,**  
**SERIES 2012C (AMT)**

**CUSIP**

04780M RZ4  
04780M SA8  
04780M SB6  
04780M SC4  
04780M SD2  
04780M SE0  
04780M SF7  
04780M SG5  
04780M SH3  
04780M SJ9  
04780M SK6  
04780M SL4  
04780M SM2  
04780M SN0  
04780M SP5  
04780M SQ3  
04780M SR1  
04780M SS9  
04780M ST7  
04780M SU4

**\$184,660,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE BONDS,**  
**SERIES 2012B (NON-AMT)**

**CUSIP**

04780M QZ5  
04780M RA9  
04780M RB7  
04780M RC5  
04780M RD3  
04780M RE1  
04780M RF8  
04780M RG6  
04780M RH4  
04780M RJ0  
04780M RK7  
04780M RL5  
04780M RM3  
04780M RN1  
04780M RP6  
04780M RQ4  
04780M RR2  
04780M RS0  
04780M RT8  
04780M RU5

**\$63,695,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE BONDS,**  
**SERIES 2012A (NON-AMT)**

**CUSIP**

04780M PT0  
04780M PU7  
04780M PV5  
04780M PW3  
04780M PX1  
04780M PY9  
04780M PZ6  
04780M QA0  
04780M QB8  
04780M QC6  
04780M QD4  
04780M QE2  
04780M QF9  
04780M QG7  
04780M QH5  
04780M QJ1  
04780M QK8  
04780M QL6  
04780M QM4  
04780M QN2  
04780M QP7  
04780M QQ5  
04780M QR3  
04780M QS1  
04780M QT9  
04780M QU6

**\$216,195,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2011B (AMT)**

**CUSIP**

04780M NW5  
04780M NX3  
04780M NY1  
04780M NZ8  
04780M PA1  
04780M PB9  
04780M PC7  
04780M PD5  
04780M PE3  
04780M PF0  
04780M PG8  
04780M PH6  
04780M PJ2  
04780M PK9  
04780M PN3



**\$224,195,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2011A (NON-AMT)**

**CUSIP**

04780M NC9  
04780M ND7  
04780M NE5  
04780M NF2  
04780M NG0  
04780M NL9  
04780M NM7  
04780M NN5  
04780M NP0  
04780M NQ8

**\$524,045,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE REFUNDING BONDS,**  
**SERIES 2010C**

**CUSIP**

04780M LV9  
04780M LW7  
04780M LX5  
04780M LY3  
04780M LZ0  
04780M MA4  
04780M MF3  
04780M MG1  
04780M MH9  
04780M MJ5  
04780M MK2  
04780M ML0  
04780M MM8  
04780M MN6  
04780M MP1  
04780M MQ9  
04780M MR7  
04780M MS5  
04780M MT3  
04780M MU0

**\$409,810,000**  
**CITY OF ATLANTA**  
**AIRPORT PASSENGER FACILITY CHARGE AND**  
**SUBORDINATE LIEN GENERAL REVENUE BONDS,**  
**SERIES 2010B**

**CUSIP**

04780T BX1  
04780T BY9  
04780T BZ6  
04780T CA0  
04780T CF9  
04780T CG7  
04780T CH5  
04780T CJ1  
04780T CK8  
04780T CL6  
04780T CM4

**\$177,990,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE BONDS,**  
**SERIES 2010A**

**CUSIP**

04780M KK4  
04780M KL2  
04780M KM0  
04780M KN8  
04780M KP3  
04780M KQ1  
04780M KR9  
04780M KS7  
04780M KT5  
04780M KU2  
04780M KV0  
04780M KW8  
04780M KX6  
04780M KY4  
04780M KZ1  
04780M LA5  
04780M LB3  
04780M LC1  
04780M LE7  
04780M LF4  
04780M LG2  
04780M LH0  
04780M LJ6  
04780M LK3  
04780M LL1  
04780M LM9  
04780M LN7  
04780M LP2

**\$21,980,000**  
**CITY OF COLLEGE PARK, GEORGIA**  
**REVENUE BONDS**  
**(HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**  
**AUTOMATED PEOPLE MOVER SYSTEM**  
**MAINTENANCE FACILITY PROJECT),**  
**SERIES 2006B**

**CUSIP**

194315 AY3  
194315 AZ0  
194315 BA4  
194315 BB2  
194315 BC0  
194315 BD8  
194315 BE6

**\$211,880,000**  
**CITY OF COLLEGE PARK, GEORGIA**  
**TAXABLE REVENUE BONDS**  
**(HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**  
**CONSOLIDATED RENTAL CAR FACILITY PROJECT),**  
**SERIES 2006A**

**CUSIP**

194315 AL1  
194315 AM9

**\$32,290,000**  
**CITY OF ATLANTA**  
**AIRPORT GENERAL REVENUE BONDS,**  
**SERIES 2004F (AMT)**

**CUSIP**

04780M HG7