

R-18-046

MANATEE COUNTY, FLORIDA

REVENUE IMPROVEMENT AND REFUNDING NOTES, SERIES 2018

NOTE RESOLUTION

Adopted March 20, 2018

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY	2
Section 1. DEFINITIONS.....	2
Section 2. FINDINGS.....	6
Section 3. AUTHORITY FOR THIS RESOLUTION	7
Section 4. RESOLUTION CONSTITUTES CONTRACT.....	7
ARTICLE II AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF NOTES.....	8
Section 1. AUTHORIZATION OF NOTES.....	8
Section 2. GENERAL DESCRIPTION OF NOTES.....	8
Section 3. EXECUTION OF NOTES.....	10
Section 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION	10
Section 5. NOTES MUTILATED, DESTROYED, STOLEN OR LOST.....	12
Section 6. FORM OF NOTES	13
Section 7. NEGOTIATED SALE OF NOTES; DELEGATION OF AUTHORITY	13
Section 8. LOAN AGREEMENT.....	14
ARTICLE III COVENANTS, FUNDS AND APPLICATION THEREOF	14
Section 1. NOTES NOT TO BE INDEBTEDNESS OF THE COUNTY.....	14
Section 2. NOTES SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES.....	14
Section 3. APPLICATION OF NOTE PROCEEDS	16
Section 4. COVENANTS OF THE COUNTY.....	18
ARTICLE IV MISCELLANEOUS PROVISIONS.....	24
Section 1. MODIFICATION OR AMENDMENT.....	24
Section 2. PURCHASE OF NOTES.....	24
Section 3. SEVERABILITY OF INVALID PROVISIONS.....	24
Section 4. FURTHER AUTHORIZATIONS	25
Section 5. EFFECTIVE DATE.....	25

RESOLUTION NO. R-18-046

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF A SERIES OF NOTES IN THE INITIAL AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$36,000,000 AND DESIGNATED MANATEE COUNTY, FLORIDA, REVENUE IMPROVEMENT AND REFUNDING NOTES, SERIES 2018 (THE "NOTES") TO CURRENTLY REFUND THE OUTSTANDING MANATEE COUNTY, FLORIDA REVENUE IMPROVEMENT NOTES, SERIES 2016 AND TO FINANCE AND REFINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE NEGOTIATED PRIVATE PLACEMENT OF THE NOTES WITH BANK OF AMERICA, N.A. (THE "LENDER"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE COUNTY AND THE LENDER; AUTHORIZING THE CLERK TO MAKE CERTAIN DETERMINATIONS WITH RESPECT TO THE NOTES SUBJECT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPOINTING A PAYING AGENT AND REGISTRAR; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH NOTES; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE LENDER THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Manatee County, Florida, a political subdivision of the State of Florida (the "County") initiated a request for proposals ("RFP") from certain lending institutions to finance certain capital projects described on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, in order to finance the Project, the County solicited financing proposals from various lending institutions, and as a result, Bank of America, N.A. (the "Lender") provided the overall best proposal to provide financing for the Project the County has elected to finance, taking into account interest rates and the term of the loan (the "2016 Loan"); and

WHEREAS, the 2016 Loan was made by the Lender on April 13, 2016; and

WHEREAS, such 2106 Loan was evidenced by a loan agreement (the "2016 Loan Agreement") dated April 13, 2016 by and between the County and the Lender, and the obligations of the County under the Loan Agreement to repay the Loan were evidenced by the County issuing

its Revenue Improvement Notes, Series 2016, in the initial aggregate principal amount of not exceeding \$36,000,000 (the “2016 Notes”); and

WHEREAS, both the 2016 Loan and 2016 Notes will mature on April 13, 2018 and the Lender pursuant to a proposal dated March 5, 2018 (the “Proposal”) has agreed to extend the term of the 2016 Loan (herein referred to as the “2018 Loan”) and the 2016 Notes (herein referred to as the “2018 Notes”) pursuant to the terms of the Proposal, this Resolution and the 2018 Loan Agreement (as herein defined); and

WHEREAS, the 2018 Notes will be issued pursuant to the terms and provisions of this Resolution and the 2018 Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY

Section 1. DEFINITIONS. In addition to the terms heretofore defined in the recitals set forth above, the following terms shall have the following meanings:

“ACT” shall mean the Constitution of the State of Florida, Part I of Chapter 125, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

“AUTHORIZED DENOMINATION” shall mean, unless the County agrees otherwise, the Outstanding principal amount of each of the Notes issued hereunder.

“BOARD” shall mean the Board of County Commissioners of Manatee County, Florida, the governing body of the County.

“BOND COUNSEL” shall mean a firm or firms of nationally recognized attorneys-at-law selected by the County and experienced in the financing and refinancing of capital projects for

governmental units through the issuance of tax-exempt revenue obligations under the exemption provided under Section 103(a) of the Code.

“BUSINESS DAY” shall mean any day other than a Saturday, Sunday, legal holiday or a day on which the Payment Office of the Lender is lawfully closed.

“CLERK” shall mean the Clerk of the Board and Chief Financial Officer of the County, or such person who is authorized to act on her behalf.

“CODE” shall mean the Internal Revenue Code of 1986, as amended, and all subsequent tax legislation duly enacted by the Congress of the United States. Each reference to a section of the Code herein shall be deemed to include, if applicable, temporary or proposed regulations, revenue rulings and proclamations issued or amended with respect thereto.

“COUNTY” shall mean Manatee County, a political subdivision of the State of Florida.

“DEBT SERVICE FUND” shall mean that certain fund by that name created in Section 4.C of Article III hereof.

“DEFEASANCE OBLIGATIONS” shall mean any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America including obligations of any federal agency or corporation to the extent unconditionally guaranteed by the United States of America.

“FISCAL YEAR” shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law as the fiscal year of the County.

“INTEREST PAYMENT DATE” shall have the meaning set forth in the Loan Agreement.

“NON-AD VALOREM REVENUES” shall mean all revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the County.

“NOTEHOLDER,” “HOLDER OF NOTES,” “OWNER,” “OWNERS,” “REGISTERED OWNERS” or any similar term, shall mean any person who shall be the registered owner of any Note or Notes Outstanding under the terms of this Resolution.

“OUTSTANDING” shall mean, when used with reference to the Notes, as of any particular date, all Notes theretofore, or thereupon being, authenticated and delivered by the Registrar under this Resolution, except (i) Notes theretofore or thereupon canceled by the Registrar or surrendered to the Registrar for cancellation; (ii) Notes with respect to which all liability of the County shall have been discharged in accordance with Article III, Section 4.H of this Resolution; (iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered by the Registrar pursuant to any provision of this Resolution; (iv) Notes canceled because of prepayment prior to maturity; and (v) Notes held or purchased by the County, unless the County intends as evidenced by written communication to the Registrar that such Notes shall remain Outstanding.

“PAYING AGENT” shall mean the office of the Clerk, or if the Board shall so determine by subsequent proceedings, a bank or trust company appointed by subsequent proceedings of the Board to act as Paying Agent hereunder.

“PAYMENT OFFICE OF THE LENDER” shall have the meaning set forth in the Loan Agreement.

“PERMITTED INVESTMENTS” shall mean (i) U.S. Obligations and (ii) all other investments permitted under the laws of Florida.

“PLEGGED REVENUES” shall mean (i) the Non-Ad Valorem Revenues deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund, and (iii) any other moneys deposited in the Debt Service Fund or received by the Paying Agent in connection with the repayment of the Notes.

“PROJECT” shall mean the capital projects described on Exhibit “A” attached hereto.

“REGISTRAR” shall mean the office of the Clerk, or if the Board shall so determine by subsequent proceedings, any bank or trust company appointed by subsequent proceedings of the Board to act as Registrar hereunder.

“RESOLUTION” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

“TAX CERTIFICATE” shall mean the certificate as to arbitrage and instructions as to compliance with the provisions of Section 103(a) of the Code, executed by the County on the date of initial issuance and delivery of the Notes, as such Tax Certificate may be amended from time to time, and which serves as a source of guidance for achieving compliance with the Code.

“2018 LOAN” shall mean the loan made by the Lender to the County pursuant to the 2018 Loan Agreement for the purpose of refinancing the 2016 Loan.

“2018 LOAN AGREEMENT” shall mean that certain Loan Agreement expected to be dated March 20, 2018 by and between the County and the Lender which Agreement will evidence the terms of the 2018 Loan.

“2018 NOTES” shall mean the County’s Revenue Improvement and Refunding Notes, Series 2018.

“U.S. OBLIGATIONS” shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, and, if determined by subsequent proceedings of the Board, certificates which evidence ownership of the right to the payment of the principal of, or interest on, such obligations.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

Section 2. FINDINGS. It is hereby ascertained, determined and declared:

A. That the recitals hereinbefore mentioned are hereby adopted.

B. That the Board deems it necessary, desirable and in the best interest of the citizens and residents of the County to issue the 2018 Notes to provide the funds necessary, together with other legally available moneys, to currently refund the 2016 Notes and to finance and refinance all or a portion of the Project, as described on Exhibit “A.”

C. That the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution will be paid from the Pledged Revenues, all as provided herein; and the ad valorem taxing power of the County will never be necessary or authorized to pay the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution; and the 2018 Notes issued pursuant to this Resolution shall not constitute a lien upon any property whatsoever of or in the County and shall not be an indebtedness of the County within the meaning of any Constitutional, statutory or other limitation of Indebtedness, but shall be payable solely from the Pledged Revenues.

D. That the Pledged Revenues will be sufficient to pay the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution, as the same becomes due and payable and any other payments provided for in this Resolution.

E. That the Board hereby determines, based on the nature of the financing and refinancing of the Project, volatility in the capital markets and timing issues, that it will be in the best economic interest of the County to obtain the 2018 Loan from the Lender pursuant to the 2018 Loan Agreement and to evidence the 2018 Loan by the issuance of the 2018 Notes and private placement thereof to the Lender.

F. That the final terms of the 2018 Loan and the 2018 Notes, if not set forth in this Resolution, shall be set forth in the 2018 Loan Agreement, subject to the parameters set forth herein.

Section 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

Section 4. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the 2018 Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and such Owners and the covenants and agreements herein set forth to be performed by said County shall be for the equal benefit, protection and security of the Owners of any and all of such 2018 Notes all of which shall be of equal rank and without preference, priority, or distinction of any of the 2018 Notes over any other thereof except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF NOTES

Section 1. AUTHORIZATION OF 2018 NOTES. Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as “Revenue Improvement and Refunding Notes, Series 2018,” are hereby authorized to be issued from time to time in the initial aggregate principal amount of not exceeding THIRTY-SIX MILLION DOLLARS (\$36,000,000) (the “2018 Notes”), to be issued, delivered and secured as provided herein. The 2018 Notes shall be issued for the purpose described in Section 2 of Article I hereof and to pay all or a portion of the cost of issuing the 2018 Notes. The actual principal amount of the 2018 Notes shall be equal to not exceeding the initial principal amount of the 2018 Loan and such amount shall be set forth in the executed 2018 Notes and in the 2018 Loan Agreement.

Section 2. GENERAL DESCRIPTION OF 2018 NOTES. The 2018 Notes shall be issued in registered certificated form, shall be in the denomination equal to the principal amount of each of the 2018 Notes so issued and shall, subject to earlier prepayment, mature on the maturity date set forth in the 2018 Loan Agreement. Principal shall be payable at the designated office of the Paying Agent.

The 2018 Notes (initially issued in one (1) typewritten certificate) shall be dated the date of initial issuance of such 2018 Notes. The 2018 Notes shall bear interest on the Outstanding principal amount of the 2018 Notes at the interest rate or rates per annum determined in accordance with the 2018 Loan Agreement. Interest on the 2018 Notes shall be payable on the interest payment dates set forth in the 2018 Loan Agreement. Unless all of the 2018 Notes are earlier redeemed or prepaid in accordance with the terms of the 2018 Loan Agreement, the Outstanding principal of the 2018 Notes shall be payable at maturity.

Principal of and interest on the 2018 Notes shall be payable at the office of the Paying Agent (the designated corporate trust office of the Paying Agent if the office of the Clerk is not the Paying Agent). The 2018 Notes shall be numbered in such manner as may be prescribed by the Registrar.

The 2018 Notes shall be payable, with respect to interest and principal, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Notwithstanding the foregoing, if all of the 2018 Notes are registered in the name of the Lender, payment shall be effected by payment to the Lender of the principal and interest then due without surrender of the 2018 Note; including prepayments, such payment to be evidenced by the records of the County and the Lender and such records shall be conclusive and binding upon the County and the Lender absent manifest error. Payment to the Lender shall be made by wire transfer in accordance with instructions provided by the Lender or in such other manner as agreed upon by the County and the Lender.

Upon a prepayment in whole, the County understands that the Lender will promptly thereafter surrender the 2018 Notes to the County marked "satisfied" or "paid in full." If, on the prepayment date, funds for the payment of the principal amount to be prepaid, together with accrued and unpaid interest to the prepayment date on such principal amount, shall have been provided to the Owner, as above provided, then from and after the prepayment date interest on such principal amount of the 2018 Notes which are prepaid shall cease to accrue. If said funds shall not have been so paid on the prepayment date, the principal amount of such 2018 Notes shall continue to bear interest until payment thereof at the applicable interest rate determined in accordance with the 2018 Loan Agreement.

Section 3. EXECUTION OF 2018 NOTES. The 2018 Notes shall be executed in the name of the County by the signature of the Chairperson of the Board, and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Clerk. The signatures of said Chairperson and Clerk on the 2018 Notes may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the 2018 Notes shall cease to be such officer of the County before the 2018 Notes so signed and sealed shall have been actually delivered, such 2018 Notes may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such 2018 Notes had not ceased to hold such office.

The 2018 Notes shall bear thereon a certificate of authentication, in the form set forth in the Loan Agreement, executed manually by the Registrar. Only such 2018 Notes as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution, and no 2018 Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any 2018 Note executed on behalf of the County shall be conclusive evidence that the 2018 Note has been so authenticated and that the Owner thereof is entitled to the benefits of this Resolution.

Section 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION. At the option of the registered owner thereof and upon surrender thereof at the office of the Registrar (the designated corporate trust office of the Registrar if the office of the Clerk is not the Registrar) with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its duly authorized attorney and upon payment by such Owner of any charges which the Registrar may make as provided in this Section, the 2018 Notes may be exchanged for 2018 Notes

of the same maturity of any other Authorized Denominations if the County has consented to any other Authorized Denomination.

The Registrar shall keep books for the registration of 2018 Notes and for the registration of transfers of 2018 Notes. Subject to the next succeeding sentences, the 2018 Notes shall be transferable by the Owner thereof in person or by his attorney duly authorized in writing only upon the books of the County kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney. The 2018 Notes are only transferable to an “accredited investor” within the meaning of Rule 501 of the Securities Act of 1933, as amended and supplemented (the “33 Act”) or a qualified institutional buyer under Rule 144A of the 33 Act, and upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Owner or his duly authorized attorney. Upon the transfer of any such 2018 Note, the County shall issue in the name of the transferee a new 2018 Note or 2018 Notes. There shall only be one (1) Owner of the 2018 Notes at any one time.

The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any 2018 Note shall be registered upon the books kept by the Registrar as the absolute Owner of such 2018 Note, whether such 2018 Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such 2018 Note as the same become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability such 2018 Note to the extent of the sum or sums so paid, and neither the County, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of transferring 2018 Notes is exercised, the County shall execute, and the Registrar shall authenticate and deliver, 2018 Notes in accordance with the provisions of this Resolution. All 2018 Notes surrendered in any such transfer shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such transfer of 2018 Notes, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such transfer.

All 2018 Notes paid at or before maturity shall be delivered to the Registrar when such payment is made, and such 2018 Notes, together with all 2018 Notes purchased by the County with the intent of cancellation, shall thereupon be promptly canceled. 2018 Notes so canceled may at any time be destroyed by the Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers described by the 2018 Notes so destroyed, and one executed certificate shall be filed with the County, and the other executed certificate shall be retained by the Registrar.

Section 5. 2018 NOTES MUTILATED, DESTROYED, STOLEN OR LOST. In case any 2018 Note shall become mutilated, destroyed, stolen or lost, the County may execute and the Registrar shall authenticate and deliver a new 2018 Note of like series, date, maturity and denomination as the 2018 Note so mutilated, destroyed, stolen or lost; provided that, in the case of any mutilated 2018 Note, such mutilated 2018 Note shall first be surrendered to the County and, in the case of any lost, stolen or destroyed 2018 Note, there shall first be furnished to the County and the Registrar evidence of such loss, theft, or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to them. In the event any such 2018 Note shall be about to mature or have matured instead of issuing a duplicate 2018 Note, the County may pay the

same without surrender thereof. The County and the Registrar may charge the Owner of such 2018 Note their reasonable fees and expenses in connection with this transaction. Any 2018 Note surrendered for replacement shall be canceled in the same manner as provided in Section 4 of this Article II.

Any such duplicate 2018 Notes issued pursuant to this Section shall constitute additional contractual obligations on the part of the County, whether or not the lost, stolen or destroyed 2018 Notes be at any time found by anyone, and such duplicate 2018 Notes shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Revenues with all other 2018 Notes issued hereunder.

Section 6. FORM OF 2018 NOTES. The 2018 Notes shall be typewritten on “safety” paper. The text of the 2018 Notes shall be of substantially the form attached as Exhibit A to the Loan Agreement.

Section 7. NEGOTIATED SALE OF 2018 NOTES; DELEGATION OF AUTHORITY. The Board hereby finds that, due to the volatile market conditions and in order to efficiently finance and refinance the Project, in whole or in part, it would be in the best interest of the County that the 2018 Notes be sold on a negotiated private placement basis. The County’s Financial Advisor shall file with the Clerk a written summary of the final details of the 2018 Notes. Such written summary shall be entered into Board records as an attachment to this Resolution. Notwithstanding anything in this Section 7 to the contrary, the County has the absolute right, in its sole discretion, to not execute the 2018 Loan Agreement and issue the 2018 Notes and no contract between the County and the Lender, either expressed or implied, is intended before the Loan Agreement and the 2018 Notes are executed.

Section 8. 2018 LOAN AGREEMENT. The form, terms and provisions of the Loan Agreement for the making of the 2018 Loan consistent with the provisions of this Resolution substantially in the form attached hereto as Exhibit “B” between the County and the Lender, as submitted to this meeting, is hereby approved and accepted. The Chairperson or the Vice Chairperson, in the absence of the Chairperson, are each hereby authorized and directed to execute and deliver the 2018 Loan Agreement in the form submitted to this meeting, with such changes, insertions and deletions thereto as are necessary or desirable for carrying out the purposes thereof as may be approved by the Chairperson or the Vice Chairperson, in the absence of the Chairperson, upon the advice of the County Attorney and Bond Counsel, the execution of said Loan Agreement and delivery to the Lender being conclusive evidence of such approval.

ARTICLE III
COVENANTS, FUNDS AND APPLICATION THEREOF

Section 1. 2018 NOTES NOT TO BE INDEBTEDNESS OF THE COUNTY. The 2018 Notes shall not be or constitute an indebtedness of the County within the meaning of any Constitutional, statutory or other limitation or indebtedness, but shall be payable solely from a lien on and pledge of the Pledged Revenues. No Owner or Owners of any 2018 Notes issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or taxation in any form on any real property therein to pay the 2018 Notes or the interest thereon.

It is further agreed between the County and the 2018 Noteholders that the 2018 Notes and the obligations evidenced thereby shall not constitute a lien upon the Project or on any other property of or in the County, but shall constitute a lien only on the Pledged Revenues pledged thereto, all in the manner provided in this Resolution.

Section 2. 2018 NOTES SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES. The payment of the principal of and interest on all of the 2018 Notes

issued hereunder shall be secured forthwith equally and ratably by a lien on and pledge of the Pledged Revenues in an amount sufficient to pay the principal of and interest on the 2018 Notes, herein authorized, and to make the required payments into the Debt Service Fund, hereinafter created, and all other payments provided for in this Resolution as the same become due and payable.

THE 2018 NOTES DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER, OF THE COUNTY OR OF THE STATE OF FLORIDA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, BUT ARE A LIMITED, SPECIAL OBLIGATION OF THE COUNTY, THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON WHICH ARE PAYABLE FROM AND SECURED SOLELY BY THE PROCEEDS OF THE PLEDGED REVENUES. NEITHER THE COUNTY, THE STATE OF FLORIDA, NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WILL BE OBLIGATED (1) TO EXERCISE ITS AD VALOREM TAXING POWER OR ANY OTHER TAXING POWER IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2018 NOTES, OR OTHER COSTS INCIDENT THERETO, OR (2) TO PAY THE SAME FROM ANY FUNDS OF THE COUNTY EXCEPT FROM THE PROCEEDS OF THE PLEDGED REVENUES DESCRIBED HEREIN. THE LOAN DOES NOT CONSTITUTE A LIEN UPON THE PROJECT OR ANY OTHER PROPERTY OF OR IN THE COUNTY BUT CONSTITUTES A LIEN ONLY ON THE PROCEEDS OF THE PLEDGED REVENUES IN THE MANNER DESCRIBED HEREIN.

Section 3. APPLICATION OF 2018 NOTE PROCEEDS. All moneys received by the County from the sale of the 2018 Notes authorized and issued pursuant to this Resolution shall be disbursed in the following manner:

A. The net proceeds derived from the sale of the 2018 Notes shall be deemed to repay all Outstanding principal of 2016 Notes and such amount shall constitute an advance under the 2018 Loan Agreement. The accrued interest on the 2016 Notes, if any, shall be paid by the County from the Pledged Revenues on the same day the principal of the 2016 Notes is paid in full.

B. The balance of the net proceeds derived from the sale of the 2018 Notes shall be deposited as received from time to time in a fund in a bank or trust company in the State which is eligible under State laws to receive deposits of County funds, which fund is hereby created, established and designated as the "Construction Fund" together with other moneys lawfully available therefor, if any. There is hereby created and established in the Construction Fund a separate line item to be known as the "Cost of Issuance Cost Center," into which shall be deposited on the date of initial issuance and delivery of the 2018 Notes an amount sufficient to pay the costs of issuance of the 2018 Notes, unless the County elects to pay all costs of issuance of the 2018 Notes from another source. No withdrawals shall be made from the Construction Fund in an amount in excess of \$75,000 at any one time, except for amounts in the Cost of Issuance Cost Center without the written approval of the Clerk or her designee, and only upon receipt of a written requisition executed by the duly authorized official of the County responsible for the construction management of the Project, specifying the purpose for which such withdrawal is to be made and certifying that such purpose is one of the purposes provided for in Exhibit "A" attached hereto. If, for any reason, the moneys in the Construction Fund, or any part thereof, are not necessary for, or

are not applied to, the purposes of completion of the Project, as such Project may be changed by subsequent proceedings of the Board, then such surplus proceeds shall be deposited, upon certification of the Clerk, that such surplus proceeds are not needed for the purposes of the Construction Fund, in the following order:

1. First, to the Debt Service Account in the amounts determined by subsequent proceedings of the Board; and
2. Second, the balance, if any, to the County to be used for any lawful capital purpose.

The moneys deposited in the Construction Fund may, pending their use for the purposes provided in this Resolution, be temporarily invested in Permitted Investments maturing not later than the dates on which such moneys will be needed for the purposes of the Construction Fund. Subject to the provisions of the Code and the Tax Certificate, all the earnings and investment income from such investments shall remain in and become a part of said Construction Fund and be used for the purposes of the Construction Fund.

Any moneys received by the County from the State or from the United States of America or any agencies thereof for the purpose of financing any part of the Project, may be deposited in the Construction Fund and used in the same manner as the 2018 Note proceeds are used therein; provided, however, that such moneys shall not be so deposited in the event and to the extent that the County has incurred debt or has effected an inter-fund loan in anticipation of the receipt of such moneys; and provided further, that separate accounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by federal or State regulations.

All of the proceeds from the sale of the 2018 Notes deposited hereunder shall be and constitute trust funds for the purposes hereinabove provided, and there is hereby created a lien upon such moneys, until so applied, in favor of the Owners of the 2018 Notes.

Section 4. COVENANTS OF THE COUNTY. As long as any of the principal of, any premium or interest on any of the 2018 Notes shall be outstanding and unpaid, the County covenants with the Owners of any and all of the 2018 Notes issued pursuant to this Resolution as follows:

A. Covenant to Budget and Appropriate. The County hereby covenants to appropriate in its annual budget, by amendment if required, in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of, any premium and interest on the 2018 Notes, as the same become due and payable. Notwithstanding the foregoing, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

To the extent that the County is in compliance with the covenant contained above and the covenants set forth in Paragraph E of this Section 4, and has budgeted and appropriated in each Fiscal Year Non-Ad Valorem Revenues sufficient to pay the principal of and interest on the 2018 Notes as the same become due and payable, this Resolution and the obligations of the County contained herein shall not be construed as a limitation on the ability of the County to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

Upon deposit of Non-Ad Valorem Revenues appropriated in each Fiscal Year into the Debt Service Fund, such Non-Ad Valorem Revenues shall become Pledged Revenues, and the Holders of the 2018 Notes shall have a first lien on such Pledged Revenues until the principal of,

any premium and interest on the 2018 Notes shall be paid or deemed paid within the meaning of this Resolution.

B. Tax Covenant.

1. In order to maintain the exclusion of the interest on the 2018 Notes from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, and for no other purpose, the County covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the provisions of the Tax Certificate executed by the County on the date of initial issuance and delivery of the 2018 Notes.

2. The County covenants that the County shall make any and all payments required to be made to the United States Department of the Treasury in connection with the 2018 Notes pursuant to Section 148(f) of the Code from amounts on deposit in the fund and accounts established in connection with the 2018 Notes or from other legally available funds of the County.

3. Notwithstanding any other provision of this Resolution to the contrary, as long as necessary in order to maintain the exclusion of the interest on the 2018 Notes from gross income for federal income tax purposes, the covenants contained in this Section shall survive the payment of the 2018 Notes and the interest thereon, including any payment or discharge thereof pursuant to Section 4.H. of this Article III.

C. Establishment of the Debt Service Fund. There is hereby created and established with the Clerk: a Debt Service Fund. The Debt Service Fund shall constitute a trust fund for the benefit of the Holders of the 2018 Notes until so applied in accordance with the terms hereof.

D. Disposition of Pledged Revenues. The Clerk shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the Business Day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of and interest on the 2018 Notes, as the same become due and payable on each Interest Payment Date that the 2018 Notes are outstanding and unpaid. The Clerk may invest the moneys on deposit in the Debt Service Fund in Permitted Investments to mature not later than such times as shall be necessary to pay debt service on the 2018 Notes (whether at maturity, by prepayment, or otherwise).

E. Additional Debt of the County Payable from Non-Ad Valorem Revenues. In each Fiscal Year, the County will not issue non-self-supporting revenue debt of the County payable from its Non-Ad Valorem Revenues unless: (i) the total outstanding maximum annual non-self-supporting revenue debt service, including the non-self supporting revenue debt service on the debt proposed to be issued, does not exceed fifty percent (50%) of the gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the County from whatever source including investment income) of the County received by the County in the immediately preceding Fiscal Year; (ii) the gross Non-Ad Valorem Revenues for the preceding Fiscal Year were at least 4.00 times average annual debt service of all indebtedness of the County payable from its Non-Ad Valorem Revenues, including the debt proposed to be issued, in the current and all future Fiscal Years, and (iii) the net available Non-Ad Valorem Revenues of the County for the preceding Fiscal Year were at least 1.10 times average annual debt service of all indebtedness of the County payable from its Non-Ad Valorem Revenues including the debt proposed to be issued.

As used above, the term “non-self-supporting revenue debt” shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a

specific enterprise fund or are otherwise self-liquidating, and the term “net available Non-Ad Valorem Revenues” shall mean “gross Non-Ad Valorem Revenues,” as defined above, minus costs of operation and maintenance obligations of the County (except any such costs paid from ad valorem taxes) plus legally available unencumbered cash balances on hand at the end of the most recent Fiscal Year.

Except as provided below, for the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30-Year Index, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the County. If such variable rate indebtedness is to be secured by the County’s covenant to budget and appropriate Non-Ad Valorem Revenues and in lieu of cash, any debt service reserve fund for such indebtedness is funded with a reserve surety or letter of credit, such indebtedness shall be deemed to bear interest at the maximum rate.

As used above, the term “maximum rate” means the maximum rate of interest such variable rate debt may bear at any particular time, which rate shall not exceed the rate of interest allowed under Florida law and will be determined by the County at the time such variable rate debt is issued.

The County covenants to comply with any other anti-dilution tests it is subject to in connection with the use of its Non-Ad Valorem Revenues.

F. Books and Records. The County will keep books and records of each Fiscal Year of the receipt of its Non-Ad Valorem Revenues in accordance with generally accepted accounting principles for government units, and any Owner or Owners of 2018 Notes issued

pursuant to this Resolution shall have the right at all reasonable times to inspect the records, accounts and data of the County relating thereto.

The County covenants that within two hundred seventy (270) days of the close of each Fiscal Year it will cause to be prepared and filed with the Clerk and mailed to all Owners who shall have filed their names and addresses with the Clerk for such purpose a statement setting forth in respect of the preceding Fiscal Year:

1. the total amounts deposited to the credit of the Debt Service Fund created under the provisions of this Resolution;
2. the principal amount of all 2018 Notes paid, purchased or redeemed; and
3. the amounts on deposit at the end of such Fiscal Year to the credit of the Debt Service Fund.

G. Remedies. Any Owner of 2018 Notes or any trustee acting for such Owners in the manner hereinafter provided, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the County or by any officer thereof.

The Owner or Owners of 2018 Notes in an aggregate principal amount of not less than fifty one per centum (51%) of 2018 Notes issued under this Resolution then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of 2018 Notes issued pursuant to this Resolution with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by

such Owners or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk.

Acceleration of the payment of principal of and interest on the 2018 Notes shall not be a remedy available to the Owners of the 2018 Notes. The County, however, agrees to pay interest on the 2018 Notes at the Default Rate established under the Loan Agreement until such Event of Default shall have been cured.

H. Discharge and Satisfaction of 2018 Notes. Unless otherwise agreed to by the Lender, in its sole discretion, this Section H shall not apply while all of the 2018 Notes are owned by the Lender. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the 2018 Notes in anyone or more of the following ways:

1. by paying the principal of and interest on 2018 Notes when the same shall become due and payable;

2. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2018 Notes as the County may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, shall be sufficient at the time of such deposit to pay the principal of the 2018 Notes and the interest thereon as the same become due on said 2018 Notes on or prior to the maturity date thereof; or

3. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2018 Notes as the County may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, when invested in Defeasance Obligations

will provide moneys which shall be sufficient to pay the principal of the 2018 Notes and interest thereon as the same shall become due on said 2018 Notes on or prior to the maturity date thereof.

Notwithstanding the foregoing, all references to the discharge and satisfaction of 2018 Notes shall include the discharge of any portion of the 2018 Notes.

Upon such payment or deposit in the amount and manner provided in this Section 4.H, the 2018 Notes shall no longer be deemed to be outstanding for the purposes of this Resolution and all liability of the County with respect to the 2018 Notes shall cease, terminate and be completely discharged and extinguished, and the Owners thereof shall be entitled for payment solely out of the moneys or securities so deposited.

ARTICLE IV **MISCELLANEOUS PROVISIONS**

Section 1. MODIFICATION OR AMENDMENT. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto or of the Loan Agreement, may be made without the consent in writing of the Owners of 100% in principal amount of the 2018 Notes then Outstanding.

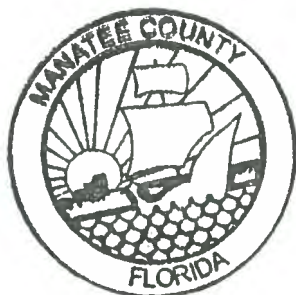
Section 2. PURCHASE OF 2018 NOTES. The County may at any time purchase any of the 2018 Notes at prices not greater than the par amount and accrued interest to the date of purchase.

Section 3. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining

covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of the Resolution or of the 2018 Notes issued hereunder.

Section 4. FURTHER AUTHORIZATIONS. The Chairperson of the Board, the Vice Chairperson, the Clerk, the County Administrator, the Financial Management Department Director, and any other authorized official of the County, are hereby authorized and directed to execute and deliver any and all documents and instruments, including but not limited to entering into a paying agent and registrar agreement if so required and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.



**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: Priscilla W. Trace

Name: Priscilla W. Trace

Title: Chairperson

Date: March 20, 2018

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By:

Uebi Jesman
[Deputy] Clerk

EXHIBITS TO RESOLUTION No. R-18-046

Exhibit "A" Description of Project

Exhibit "B" Form of 2018 Loan Agreement

EXHIBIT "A"

Description of Project

Transportation Debt Issuance

Project #	Project Name
6045661	44th Avenue (15th Street - 19th Street Court East)
6045660	44th Avenue (19th Street Court East - 30th Street East)
6071160	44th Avenue (30th Street East - 45th Street East)
6086960	44th Avenue (45th Street East - 44th Avenue Plaza East)
6045662	44th Avenue (44th Avenue Plaza East - Lakewood Ranch Boulevard)
6025662	45th Street East - 44th Avenue East - SR 70
6040460	9th Street East - 53rd Avenue East - 57th Avenue East

EXHIBIT "B"

Form of 2018 Loan Agreement

WPB 384173190v4/016705.010000

2018 LOAN AGREEMENT

This 2018 LOAN AGREEMENT, is made and entered into as of March [23], 2018 (this “Agreement”), by and between MANATEE COUNTY, a political subdivision of the State of Florida created and established pursuant to the laws of Florida (the “County”), and BANK OF AMERICA, N.A., a national banking association (the “Lender”).

WHEREAS, the Lender, has offered to make a loan (the “Loan”), pursuant to the terms and provisions of this Loan Agreement to the County, in the principal amount of not exceeding \$36,000,000 pursuant to which the County will finance and refinance a portion of the Project, as such term is defined in the herein referred to Resolution; and

WHEREAS, the County, on March 20, 2018, adopted Resolution No. 18-046 (the “Resolution”) authorizing the issuance of not exceeding \$36,000,000, in aggregate principal amount of Manatee County, Florida Revenue Improvement and Refunding Notes, Series 2018 (the “Note”) which Note shall be issued to the Lender and shall represent the County’s obligation to repay the Loan made under this Agreement; and

WHEREAS, the County and the Lender find it necessary to enter into this Agreement to acknowledge the terms and provisions of the Resolution adopted by the County and the terms pursuant to which the Lender shall make the Loan.

NOW THEREFORE, the County and the Lender hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Resolution. In addition, the following terms as used in this Agreement shall have the following meanings:

“Advance” or “Advanced” shall have the meaning set forth in Section 4 hereof.

“Applicable Margin” shall mean 38 basis points.

“Closing” shall have the meaning set forth in Section 7 hereof.

“Determination of Taxability” shall mean the circumstance of interest paid or payable on the Note becoming includable for federal income tax purposes in the gross income of the Noteholder. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the County or Noteholder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum, Statutory Notice of Deficiency, or other similar written notification which holds that any interest payable on the Note is includable in the gross income of the Noteholder for federal income tax purposes, which notice or notification is not contested by either the County or any Owner; or (ii) a determination by a court of competent jurisdiction that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal; or (iii) the admission in writing by the County to the effect that interest on the Note is includable for federal income tax purposes in the gross income of the Owner thereof. A Determination of Taxability will only be deemed to have occurred with respect to the Note if loss

of the exclusion from gross income of interest on the Note was the result of any action or inaction by the County.

“Default Rate” shall mean the lesser of (i) the maximum rate permitted under Florida law or (ii) the interest rate per annum that would otherwise be in effect if no Event of Default had occurred, plus 6% per annum.

“Event of Default” shall have the meaning set forth in Section 9 hereof.

“Interest Payment Date” shall mean the first (1st) day of each calendar month commencing on May 1, 2018. If such date is not a Business Day, the Interest Payment Date shall be the next Business Day following such Interest Payment Date, provided that interest shall continue to accrue and be payable on such succeeding Business Day.

“Interest Period” means each one-day period.

“Interest Rate” means the rate per annum effective on any day which is equal to the sum of (i) the Applicable Margin plus (ii) 79% of the LIBOR Daily Floating Rate. This percentage will be adjusted automatically on and as of the effective date of any change in the LIBOR Daily Floating Rate.

“LIBOR Daily Floating Rate” is a fluctuating rate of interest which can change on each banking day. The rate will be adjusted on each banking day to equal the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank) for U.S. Dollar deposits for delivery on the date in question for a one month term beginning on that date. The Lender will use the London Interbank Offered Rate as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Lender from time to time) as determined at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, as adjusted from time to time in the Lender’s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank. If at any time the LIBOR Daily Floating Rate is less than zero, such rate shall be deemed to be zero for the purposes hereof.

“London Banking Day” means a day on which dealings in U.S. dollar deposits are transacted in the London interbank market.

“Maturity Date” shall mean the date set forth on the executed Note delivered to the Lender to evidence the Loan when all unpaid principal of and unpaid accrued interest thereon shall be due and payable, which date shall be April 13, 2019.

“Taxable Rate” shall mean the interest rate per annum that would otherwise be in effect if no Determination of Taxability had occurred, multiplied by 1.265%. The Taxable Rate will only be applicable to the Note if loss of the exclusion from gross income of interest on the Note was the result of any action or inaction by the County.

2. **Loan.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and agreements of the County herein and in the Resolution, the Lender shall make the Loan to the County as set forth below.

3. **Note.** At the time of making the Loan the County will execute and deliver to the Lender the Note.

At the time of any Advance made under the Note or under this Agreement, the County shall immediately become indebted to the Lender for the full amount of such Advance. The then outstanding principal balance of the Loan, accrued but unpaid interest thereon and all other charges due pursuant to the terms hereof shall be due and payable as set forth in the Note, as the same may be extended pursuant to this Agreement.

4. **Advances.** Subject to the terms and conditions hereof and as set forth in the Note, the Lender will lend the County, from time to time until the earlier of (i) the occurrence of an Event of Default, or (ii) the Maturity Date, such sums as the County may request by reasonable notice to the Lender (an "Advance"), but which shall not exceed in the aggregate \$36,000,000. The County may borrow under this Agreement and repay Advances without penalty or premium, from the date of this Agreement until the earlier of (i) the occurrence of an Event of Default, or (ii) the Maturity Date. The County may not reborrow amounts repaid hereunder. It is the intention of the parties that the outstanding principal amount of the Note shall at no time in the aggregate exceed \$36,000,000, and if, at any time, the outstanding principal amount of the Note shall exceed such amount, the full amount of such excess shall be immediately due and payable in full. All indebtedness evidenced by the Note shall be due and payable on the Maturity Date. On the date of this Agreement the Lender will be deemed to have Advanced \$18,600,000 and used such amount to refund the outstanding principal amount of the 2016 Note. On the date hereof, the County will pay the Lender from the Pledged Revenues the accrued interest of the 2016 Note.

The Advances made by the Lender under the Note shall be evidenced by the Lender in an account maintained on the books of the Lender in which account a record of all Advances under the Note will be kept, indicating the date each Advance was extended, the amount of the Advance, and the interest rate applicable to such Advance, each payment of principal of any such Advance, each payment of interest on any such Advance and such other information as the Lender may determine. The entries in such account (including any appearing on or attached to the Note) shall be conclusive evidence of amounts outstanding absent manifest error. Any failure of the Lender to make appropriate entries or any error in making such entries shall not affect or impair the validity of any Obligations or affect or impair the obligation of County to repay the Advances made by Lender in accordance with the terms of this Agreement and the Note.

Subject to the further provisions hereof, the Lender will fund Advances into an account of the County maintained with the Lender or such other financial institution and upon the written request of the County, signed by an official of the County so authorized pursuant to the Resolution, setting for the amount of the Advance requested and the date thereof, which shall be a date at least one Business Day after the date such request is delivered to the Bank.

5. **Interest and Fees.** Interest on the outstanding principal balance of the Loan from time to time outstanding shall accrue at the rate or rates and be payable as set forth in the Note.

Immediately upon a Determination of Taxability, the interest rate in effect on the Note from and after the Determination of Taxability shall be the Taxable Rate, and upon the occurrence of an Event of Default and unless or until such Event of Default is cured, the County shall pay interest on the principal amount of all outstanding Obligations at the Default Rate, to the fullest extent permitted by law.

If on any date after July 31, 2018 the outstanding principal balance of the Note is not equal to or greater than 65% of the sum of (i) the outstanding principal balance of the Note plus (ii) any amount available to be Advanced but not yet Advanced (the "Unfunded Availability"), then the County will pay the Lender a fee at the rate of 0.25% per annum, computed on the daily average amount of the Unfunded Availability. This fee will be due in arrears as of each September 30, December 31, March 31, June 30 and the date the Note is repaid in full, and will be paid within ten days after demand by the Lender.

6. **Right to Optionally Prepay the Note in Whole or in Part.** The Note may be prepaid at any time without premium or penalty.

7. **Conditions Precedent.** The obligation of the Lender to make the Loan is subject to the following conditions precedent:

a. The County shall have delivered to the Lender, prior to the initial disbursement of the Loan (the "Closing"), the following:

- i. The duly executed Note;
- ii. A certified copy of the duly executed Resolution;
- iii. A Bond Counsel Opinion in form acceptable to the County, the Lender and their respective counsel;
- iv. An Opinion of the County Attorney in form acceptable to Bond Counsel, the Lender and its counsel;
- v. The duly executed Tax Certificate;
- vi. A completed IRS Form 8038-G with respect to the Loan; and
- vii. Such other certificates and documents as Bond Counsel, the Lender and its counsel may otherwise require.

b. At the time of, and as a condition to, the Closing and each disbursement of any part of the Loan to be made by the Lender at or subsequent to the Closing:

- i. No Event of Default shall have occurred that has not been waived, and no event shall have occurred and be continuing that, with the giving of notice or passage of time or both, would be an Event of Default; and

ii. All of the Loan Agreement, the Resolution and the Note shall have remained in full force and effect.

8. **Representations and Covenants of the County.** The County represents, covenants and warrants for the benefit of Lender on the date hereof:

a. The County is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, including the Act, with full power and authority to adopt the Resolution and to enter into this Agreement and the transactions contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

b. The County has duly authorized the execution and delivery of this Agreement by proper action of its Board at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

c. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in Section 5 below) exists as of the date hereof.

d. The County has complied with any public bidding requirements as may be applicable to this Agreement.

e. The County shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its Fiscal Year end, (ii) such other financial statements and information relating to the ability of the County to satisfy its obligations hereunder, as Lender may reasonably request, and (iii) upon Lender's request, its annual budget for any prior or current Fiscal Year or the following Fiscal Year within ten (10) days of approval. The financial statements described in this subsection (f) shall be accompanied by an unqualified opinion of the County's auditor.

f. The payment of the Loan and the Note or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to County) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The County shall not permit the Federal government to guarantee any Note payments. No part of the Project will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Loan will be used, directly or indirectly, to make or finance loans to any person other than County. The County has not entered into any management or other service contract with respect to the use and operation of the Project, other than as described in the Tax Certificate.

g. There is no pending litigation, tax claim, proceeding or dispute that may adversely affect the County's financial condition or impairs its ability to perform its obligations under this Agreement or the Resolution. The County will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lender may reasonably request in order to protect the Lender's rights and benefits under this Agreement and the Resolution.

h. No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which the County has been a party at any time has been terminated by the County as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the County has issued during the past ten (10) years.

i. The financial information regarding the County furnished to the Lender by the County in connection with this Agreement is complete and accurate, and there has been no material and adverse change in the financial condition of the County since the Fiscal Year ended September 30, 2014.

j. All non-self-supporting revenue debt of the County payable from its Non-Ad Valorem Revenues outstanding as of the date hereof ("Outstanding Debt"), together with the Note, does not exceed fifty percent (50%) of the gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the County from whatever source including investment income) of the County received by the County in the immediately preceding Fiscal Year; (ii) the gross Non-Ad Valorem Revenues for the preceding Fiscal Year were at least 4.00 times average annual debt service of all Outstanding Debt and the Note, and (iii) the net available Non-Ad Valorem Revenues of the County for the preceding Fiscal Year were at least 1.10 times average annual debt service of all Outstanding Debt and the Note.

k. As used above, the term "non-self-supporting revenue debt" shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a specific enterprise fund or are otherwise self-liquidating and the term "net available Non-Ad Valorem Revenues" shall mean "gross Non-Ad Valorem Revenues," as defined above, minus costs of operation and maintenance obligations of the County (except any such costs paid from ad valorem taxes) plus legally available unencumbered cash balances on hand at the end of the most recent Fiscal Year.

Except as provided below, for the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30-Year Index, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the County. If such variable rate indebtedness is to be secured by the County's covenant to budget and appropriate Non-Ad Valorem Revenues and in lieu of cash, any debt service reserve fund for such indebtedness is funded with a reserve surety or letter of credit, such indebtedness shall be deemed to bear interest at the maximum rate.

As used above, the term "maximum rate" means the maximum rate of interest such variable rate debt may bear at any particular time, which rate shall not exceed the rate of interest allowed

under Florida law and will be determined by the County at the time such variable rate debt is issued.

l. The County covenants to comply with any other anti-dilution tests it is subject to in connection with the use of its Non-Ad Valorem Revenues.

m. The County covenants to comply with all representations, covenants, and assurances contained in the Tax Certificate, which Tax Certificate shall constitute a part of the contract between the County and the Registered Owner of the Note.

n. For as long as the Note remains outstanding, the County covenants to subordinate any swap termination payments and not agree to any agreement requiring any collateralization of swap obligations that are entered into with the County after the effective date of the Loan.

9. **Events of Default Defined.** Any of the following events shall constitute an “Event of Default” under this Agreement:

a. Failure by County to pay (i) principal or interest on the Note when due or (ii) any other payment required to be paid under the Resolution within 10 days after the date when due as specified in the Note. Any payment that is not received within fifteen (15) days of its due date shall be subject to a 4.00% late payment fee;

b. Failure by County to observe and perform any other covenant, condition or agreement contained in this Agreement or the Resolution on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the County by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until the default is corrected;

c. Any statement, representation or warranty made by the County in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

d. The occurrence of any default under any other agreement for borrowed money, lease financing of property or other receipt or pledge of credit under which the County is an obligor, if such default is a monetary default and (i) arises under any other agreement for borrowed money, lease financing of property or provision of credit provided by the Lender or any affiliate of the Lender, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$250,000.00;

e. The County shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the County, or of all or a substantial part of the assets of the County, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered

against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the County in any bankruptcy, reorganization, moratorium or insolvency proceeding;

f. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for the County or of all or a substantial part of the assets of the County, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days; or

g. The long term credit rating assigned to any debt of the County without regard to any liquidity support or credit enhancement is below Baa3/BBB- of a nationally recognized rating agency.

10. **Remedies.** Whenever any Event of Default exists, the Note shall bear interest at the Default Rate. Acceleration of the Loan shall not be a remedy available to the Lender. The Lender shall have the rights set forth in the Resolution upon the occurrence of an Event of Default.

11. **Section 218.385 Florida Statutes.** Simultaneously with the execution and delivery of this Agreement, the Lender has provided the County with the disclosure and truth-in-bonding statements required by and in accordance with, Section 218.385, Florida Statutes, as amended and supplemented. The above-referenced statements are attached to this Agreement as Exhibit B.

12. **Defeasance.** In addition to the provisions of Section 4.H. of Article III of the Resolution, so long as Lender is the holder of the Note and it has consented to the defeasance of the Note, in its sole discretion, any special fund created by the County pursuant to the Resolution to defease the Note (an "Escrow Account") shall be held by a trust company or bank having the powers of a trust company which is in good standing and has a reported capital, surplus and undivided profits of not less than \$100,000,000 or \$500,000,000 under trust management, and is reasonably acceptable to the Lender (an "Escrow Agent"), pursuant to an escrow deposit agreement between the Escrow Agent and the County, in form and substance satisfactory to the Lender. Furthermore, the Note shall be deemed to have been paid for the purposes of this Section only if the Lender shall have received (i) an opinion of Bond Counsel that such payment and the holding of Defeasance Obligations and moneys, if any, shall not in and of itself cause interest on the Note to be included in gross income for federal income tax purposes; (ii) a report in form and substance acceptable to the Lender and the County of a firm of certified public accountants acceptable to the Lender and the County verifying that the payments on such Defeasance Obligations, if paid when due and without reinvestment, will, together with any moneys so deposited, be sufficient for the payment of all principal of and interest and premium, if any, on the Note to the date of maturity or redemption, as the case may be; and (iii) an opinion of Bond Counsel to the effect that the Note is no longer outstanding pursuant to the Resolution and this Section 12. The County hereby acknowledges that the County shall be responsible for any shortfall in the Escrow Account to accomplish the complete defeasance of the Note and that the Lender shall have no liability with respect to any shortfall in the Escrow Account.

13. **Acceptance of Terms.** That the Lender hereby accepts the terms and conditions set forth in the Resolution applicable to the Loan.

14. **Expenses.** As between the County and the Lender, the Lender shall not be liable for any expenses incurred by the County in connection with the issuance of the Note. The Lender represents to the County that it has not employed or used the services of any attorney or other professional in connection with the Lender's negotiations with the County and its purchase of the Note other than the fee payable to Lender's special counsel, which fee, in the amount of \$4,500 shall be paid by the County.

15. **Waiver of Jury Trial.** The County and the Lender, for mutual consideration, the receipt of which is hereby acknowledged, mutually and willingly waive the right to a trial by a jury in connection with any and all claims by any party hereto against the other arising from or in connection with the transactions contemplated by this Agreement and the Resolution.

16. **Indemnification.** To the extent permitted by applicable law, the County will indemnify and hold harmless the Lender and its representatives, officers, employees, agents, and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the Project, the use of the proceeds of the Note including, but not limited to, reasonable attorneys' fees, including on appeal and including those allocated costs of internal counsel and settlement costs. This indemnification shall survive and continue for the benefit of such persons or entities until all applicable statutes of limitation have expired.

17. **Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alternation or amendment is reduced to writing and executed by all parties hereto.

18. **Governing Law.** The laws of the State of Florida shall govern this Agreement.

19. **Notices.**

a. Any notice given to the Lender shall be given to the Lender at the following address, which shall constitute the Payment Office of the Lender:

Bank of America, N.A.
Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon St
Charlotte, NC 28255-0001

b. Any notice given to the County shall be given to the County at:

Manatee County, Florida
1112 Manatee Avenue West, Suite 939
Bradenton, Florida 34205
Attention: Director of Financial Management.

20. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

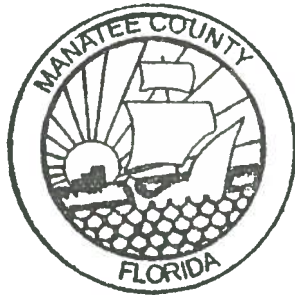
BANK OF AMERICA, N.A.

By: _____

Name: Holly L. Kuhlman

Title: Senior Vice President

Date: March __, 2018



MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: Priscilla W. Trace

Name: Priscilla W. Trace

Title: Chairperson

Date: March 10, 2018

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: Uebi Lessey
[Deputy] Clerk

EXHIBIT "A"

Form of Note

THIS NOTE DOES NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER, OF THE COUNTY OR OF THE STATE OF FLORIDA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, BUT IS A LIMITED, SPECIAL OBLIGATION OF THE COUNTY, THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON WHICH ARE PAYABLE FROM AND SECURED SOLELY BY THE PROCEEDS OF THE PLEDGED REVENUES. NEITHER THE COUNTY, THE STATE OF FLORIDA, NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WILL BE OBLIGATED (1) TO EXERCISE ITS AD VALOREM TAXING POWER OR ANY OTHER TAXING POWER IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE, OR OTHER COSTS INCIDENT THERETO, OR (2) TO PAY THE SAME FROM ANY FUNDS OF THE COUNTY EXCEPT FROM THE PROCEEDS OF THE PLEDGED REVENUES DESCRIBED HEREIN. THE LOAN DOES NOT CONSTITUTE A LIEN UPON THE PROJECT OR ANY OTHER PROPERTY OF OR IN THE COUNTY BUT CONSTITUTES A LIEN ONLY ON THE PROCEEDS OF THE PLEDGED REVENUES IN THE MANNER DESCRIBED HEREIN.

No. R-

\$36,000,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
MANATEE COUNTY
REVENUE IMPROVEMENT AND REFUNDING NOTE
SERIES 2018**

DATED DATE: April 2, 2018

PRINCIPAL AMOUNT: \$36,000,000

INTEREST PAYMENT DATES: The first day of each month, commencing on May 1, 2018.

MATURITY DATE: April 13, 2019

REGISTERED OWNER: Bank of America, N.A.

KNOW ALL MEN BY THESE PRESENTS, that Manatee County, Florida, a political subdivision of the State of Florida (the "County"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the office of the County Clerk, as paying agent (said office of the Clerk and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount outstanding from time to time with interest thereon at a floating rate of interest equal to the Interest

Rate per annum set forth in the Loan Agreement (defined below) in effect for each Interest Period (as defined in the Loan Agreement), payable with respect to interest, on each Interest Payment Date (as defined in the Loan Agreement), commencing on May 1, 2018, until the County's obligation with respect to the payment of such principal sum shall be discharged.

The County may borrow and repay without penalty or premium hereunder, from the date hereof until (i) the occurrence of an Event of Default under the Loan Agreement, or (ii) the Maturity Date, whichever occurs first. The County may not reborrow amounts repaid hereunder. It is the intention of the parties that the outstanding principal amount of the Note shall at no time in the aggregate exceed \$36,000,000, and if, at any time, the outstanding principal amount of the Note shall exceed such amount, the full amount of such excess shall be immediately due and payable in full.

Interest on this Note is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the office of the County Clerk, as registrar (said office of the Clerk and any bank or trust company becoming successor registrar, being herein called the "Registrar"), on the Business Day preceding each Interest Payment Date (the "Record Date"); provided, however, that payment of interest on this Note may, at the option of any Holder of Notes in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the domestic bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication to which interest has been paid, unless the date hereof is an Interest Payment Date to which interest has been paid, in which case from the date of authentication, or unless the date hereof is prior to May 1, 2018, in which case from the Dated Date stated above, or unless the date hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date; provided, however, that if and to the extent there is a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the persons in whose name this Note is registered on the registration books of the County maintained by the Registrar at the close of business on the Business Day prior to a subsequent Interest Payment Date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent Interest Payment Date. The Principal Amount and accrued interest thereon are payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. Interest on this Note shall be computed on the basis of actual days elapsed in a year of 360 days.

Notwithstanding the foregoing, if all of the Notes are registered in the name of the Lender, payment shall be effected by payment to the Lender of the principal and interest then due without surrender of the Note; including redemptions, such payment to be evidenced by the records of the County and the Lender and such records shall be conclusive and binding upon the County and the Lender absent manifest error.

This Note shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

This Note is one of an authorized issue of Notes of the County designated as its Revenue Improvement Notes, Series 2016 (herein called the “Notes”), in the aggregate principal amount set forth on the face of the Notes of like date, tender, and effect, except as to number, date of maturity and interest rate, issued for the purpose of financing all or a portion of the Project, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly, Part I of Chapter 125, Florida Statutes, as amended and supplemented, and other applicable provisions of law, and a resolution duly adopted by the Board of County Commissioners of said County on March 20, 2018, as amended and supplemented from time to time (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution and the Loan Agreement, entered into between the County and the Lender, dated as of April 2, 2018 (as the same may be amended or supplemented from time to time as therein permitted, the “Loan Agreement”). Any capitalized term not otherwise defined in this Note shall have the meaning ascribed to such term in the Loan Agreement.

This Note is payable from and secured by a lien upon and pledge of the Pledged Revenues, all in the manner provided in the Resolution.

“Pledged Revenues” shall mean (a) the Non-Ad Valorem Revenues deposited in the Debt Service Fund created and established under the Resolution, (b) investment income received from the investment of moneys in the Debt Service Fund and accounts established thereunder, and (c) any other moneys deposited in the Debt Service Fund or received by the Paying Agent in connection with the repayment of the Notes.

“Non-Ad Valorem Revenues” shall mean all revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the County.

Until all of the Notes are paid, the County has covenanted to appropriate in its annual budget, by amendment if required, in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of, any premium and interest on the Notes, as the same become due and payable. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

To the extent that the County is in compliance with the covenants contained in the Resolution, and has budgeted and appropriated in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of and interest on the Notes as the same become due and payable, the Resolution and the obligations of the County contained therein shall not be a limitation on the ability of the County to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

The full faith and credit of the County is not pledged for the payment of this Note, and this Note does not constitute an indebtedness of the County within the meaning of any Constitutional, statutory or other provision or limitation; and it is expressly agreed by the Owner of this Note that such Owner shall never have the right to require or compel the exercise of the ad valorem taxing

power of the County for the payment of the principal of and interest on this Note or the making of sinking fund payments provided for in the Resolution.

It is further agreed between the County and the Owner of this Note that this Note and the obligation evidenced thereby shall not constitute a lien upon any property or in the County, but shall constitute a lien only on the Pledged Revenues pledged thereto, all in the manner provided in the Resolution. The original registered owner, and each successive registered owner of this Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the County for the registration of Notes and for the registration of transfers of Notes as provided in the Resolution. Subject to the limitations on transferability of the Notes set forth in the Resolution, the Notes shall be transferable by the registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the County kept by the Registrar and only upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Note, the County shall issue in the name of the transferee a new Note or Notes.

(2) The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Note shall be registered upon the books kept by the Registrar as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the registered owner thereof and upon surrender hereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney and upon payment by such registered owner of any charges which the Registrar or the County may make as provided in the Resolution, the Notes may be exchanged for Notes of the same maturity of any other authorized denominations.

(4) In all other cases in which the privilege of exchanging Notes or transferring Notes is exercised, the County shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Notes, but the County or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

This Note may be prepaid at any time without penalty or premium, as set forth in the Loan Agreement.

The interest rate on the Notes shall be subject to adjustment upon a Determination of Taxability or upon an Event of Default in the manner set forth in the Loan Agreement.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note, and of the issue of Notes of which this Note is one, is in full compliance with all constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, Manatee County, Florida, has caused this Note to be signed by the Chairperson of the Board of County Commissioners of Manatee County, Florida, either manually or with his/her facsimile signature, and the seal of said County to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Board of County Commissioners of Manatee County, Florida, either manually or with his/her facsimile signature, all as of the Dated Date.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Name: Priscilla W. Trace

Title: Chairperson

Date:

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
[Deputy] Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is one of the Notes delivered pursuant to the within mentioned Resolution.

Office of Manatee
County Clerk of the Courts
as Registrar

By: _____
Authorized Officer

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____

(please print or typewrite name and address of transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of: _____

EXHIBIT "B"

Disclosure and Truth-In-Bonding Statements

March __, 2018

Board of County Commissioners
of Manatee County, Florida
Bradenton, Florida

Re: **\$36,000,000 (not exceeding)**
Manatee County, Florida
Revenue Improvement and Refunding Notes, Series 2018

To Board of County Commissioners:

This letter shall serve as the disclosure statements and truth-in-bonding statement pursuant to Section 218.385, Florida Statutes, in connection with the sale of the above-referenced Note (the "Note") to Bank of America, N.A. (the "Lender"). We represent to you as follows:

1. No management fee will be charged by the Lender.
2. The Underwriting spread which the Lender expects to realize will be -0-.
3. No fee, bonus or other compensation will be paid by the Lender in connection with the issue of the Note to any person not regularly employed or retained by the Lender.
4. Manatee County, Florida (the "County"), is proposing to issue the aggregate principal amount of not exceeding \$36,000,000 of debt or obligation for the purposes of financing and refinancing certain capital projects. This debt or obligation is expected to be repaid over a period of approximately 19 and 1/2 months. The Note bears a variable interest rate so the total interest paid over the life of the debt or obligation cannot be predicted.

The source of repayment or security for this proposal is the Pledged Revenues (as defined in the resolution authorizing the issuance of the debt or obligation). Authorizing this debt or obligation will result in up to \$36,000,000 of Pledged Revenues, plus interest, not being available to finance other capital projects in the County in calendar years 2018 (commencing on this date) through April 13, 2019.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____

Name: Holly L. Kuhlman

Title: Senior Vice President

3/20/18

March 20, 2018 - Regular Meeting
Agenda Item #53

Subject

Authorizing Issuance of Revenue Refunding and Improvement Note, Series 2018, which will extend the terms of outstanding Revenue Improvement Note, Series 2016

Briefings

None

Contact and/or Presenter Information

Jan Brewer, Director, Financial Management Department, extension 3726

Action Requested

Adoption of Note Resolution R-18-046 authorizing the issuance of the Revenue Refunding and Improvement Notes, Series 2018 ("2018 Notes"), which will refund the County's Revenue Improvement Notes, Series 2016 ("2016 Notes") to be purchased by Bank of America, N.A. which were issued to finance the 44th Avenue Transportation Project and will not exceed the amount of \$36,000,000. The 2018 Notes are identical to the 2016 Notes except the interest rate formula has changed (from 70% of Libor plus 43bps to 79% of Libor plus 38bps) and the formula for any amounts not advanced within 120 days.

Authorization to execute the loan agreement reflecting the terms and conditions of the loan included in the agenda, as per the recommendation of Public Resources Advisory Group (PRAG), the County's Financial Advisor, and Bond Counsel, Stephen D. Sanford of Greenberg Taurig , P.A.

Enabling/Regulating Authority

N/A

Background Discussion

On March 6, 2018, the Board approved to move forward with the process of extending the maturity date of the Line of Credit to April 13, 2019; authorized for the preparation of documents with the summary of terms and conditions included in the agenda, as per the recommendation of Public Resources Advisory Group (PRAG), the County's Financial Advisor and Bond Counsel, Stephen D. Sanford of Greenberg Taurig , P.A.; and authorized the County's staff to bring back all necessary documentation for Board Approval.

The Capital Improvement Program for FY19-23 is anticipating an increase funding requirement in order to finance additional phases of the 44th Avenue Transportation Project. The Line of Credit as established in the original approved Loan document is to expire on March 28, 2018, and be replaced with a new bond issuance.

However, due to land acquisition delays, the construction phase has been extended to fiscal year 2019. As a result, it has been the recommendation to extend the line of credit one more year while construction phase takes place and additional funding is required. The 2018 Notes, as established in the Loan document, is to expire on April 13, 2019, and will be replaced with a new bond issuance.

Bond Counsel for Manatee County, Stephen D. Sanford of Greenberg Taurig, P.A., has prepared for review Note Resolution R-18-046 and certain other documents for approval. The Resolution also authorizes the subsequent execution of closing documents and provides for certain other details related to periodic draws, maturities, and future loan prepayments by an issuance of bonds. Additionally, parameters are established in the Resolution that would rescind the authorization to borrow funds if market conditions affect the feasibility of the transaction.

Updated versions of these documents may be provided to the Commission prior to the meeting due to extensive review from numerous parties, but the basic terms and conditions will not change.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Loan documents were prepared by Bond Counsel, Stephen D. Sanford of Greenberg Taurig, P.A. and reviewed by William Clague, Assistant County Attorney.

Reviewing Attorney

Clague

Interoffice to Jan

Instructions to Board Records

Copies of Approval to: Emailed all others

Jan Brewer, Director, Financial Management Department (jan.brewer@mymanatee.org); William Clague, County Attorney's Office (William.clague@mymanatee.org); Sheila Ballesteros, Interim Budget Division Manager, Financial Management Department, (Sheila.ballesteros@mymanatee.org); and budget@mymanatee.org.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [R-18-046 - Note Resolution FINAL.pdf](#)

Attachment: [Loan Agreement \(Line of Credit\) 2018 FINAL.pdf](#)

Attachment: [Recommendation Memo FINAL.pdf](#)

R-18-046

MANATEE COUNTY, FLORIDA

REVENUE IMPROVEMENT AND REFUNDING NOTES, SERIES 2018

NOTE RESOLUTION

Adopted March 20, 2018

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY	2
Section 1. DEFINITIONS.....	2
Section 2. FINDINGS.....	6
Section 3. AUTHORITY FOR THIS RESOLUTION	7
Section 4. RESOLUTION CONSTITUTES CONTRACT.....	7
ARTICLE II AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF NOTES.....	8
Section 1. AUTHORIZATION OF NOTES.....	8
Section 2. GENERAL DESCRIPTION OF NOTES.....	8
Section 3. EXECUTION OF NOTES.....	10
Section 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION	10
Section 5. NOTES MUTILATED, DESTROYED, STOLEN OR LOST.....	12
Section 6. FORM OF NOTES	13
Section 7. NEGOTIATED SALE OF NOTES; DELEGATION OF AUTHORITY	13
Section 8. LOAN AGREEMENT.....	14
ARTICLE III COVENANTS, FUNDS AND APPLICATION THEREOF	14
Section 1. NOTES NOT TO BE INDEBTEDNESS OF THE COUNTY.....	14
Section 2. NOTES SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES.....	14
Section 3. APPLICATION OF NOTE PROCEEDS	16
Section 4. COVENANTS OF THE COUNTY	18
ARTICLE IV MISCELLANEOUS PROVISIONS.....	24
Section 1. MODIFICATION OR AMENDMENT.....	24
Section 2. PURCHASE OF NOTES.....	24
Section 3. SEVERABILITY OF INVALID PROVISIONS.....	24
Section 4. FURTHER AUTHORIZATIONS	25
Section 5. EFFECTIVE DATE.....	25

RESOLUTION NO. R-18-046

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF A SERIES OF NOTES IN THE INITIAL AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$36,000,000 AND DESIGNATED MANATEE COUNTY, FLORIDA, REVENUE IMPROVEMENT AND REFUNDING NOTES, SERIES 2018 (THE "NOTES") TO CURRENTLY REFUND THE OUTSTANDING MANATEE COUNTY, FLORIDA REVENUE IMPROVEMENT NOTES, SERIES 2016 AND TO FINANCE AND REFINANCE ALL OR A PORTION OF THE COSTS OF CERTAIN CAPITAL PROJECTS; AUTHORIZING THE NEGOTIATED PRIVATE PLACEMENT OF THE NOTES WITH BANK OF AMERICA, N.A. (THE "LENDER"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE COUNTY AND THE LENDER; AUTHORIZING THE CLERK TO MAKE CERTAIN DETERMINATIONS WITH RESPECT TO THE NOTES SUBJECT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPOINTING A PAYING AGENT AND REGISTRAR; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH NOTES; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE LENDER THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Manatee County, Florida, a political subdivision of the State of Florida (the "County") initiated a request for proposals ("RFP") from certain lending institutions to finance certain capital projects described on Exhibit "A" attached hereto (collectively, the "Project"); and

WHEREAS, in order to finance the Project, the County solicited financing proposals from various lending institutions, and as a result, Bank of America, N.A. (the "Lender") provided the overall best proposal to provide financing for the Project the County has elected to finance, taking into account interest rates and the term of the loan (the "2016 Loan"); and

WHEREAS, the 2016 Loan was made by the Lender on April 13, 2016; and

WHEREAS, such 2106 Loan was evidenced by a loan agreement (the "2016 Loan Agreement") dated April 13, 2016 by and between the County and the Lender, and the obligations of the County under the Loan Agreement to repay the Loan were evidenced by the County issuing

its Revenue Improvement Notes, Series 2016, in the initial aggregate principal amount of not exceeding \$36,000,000 (the “2016 Notes”); and

WHEREAS, both the 2016 Loan and 2016 Notes will mature on April 13, 2018 and the Lender pursuant to a proposal dated March 5, 2018 (the “Proposal”) has agreed to extend the term of the 2016 Loan (herein referred to as the “2018 Loan”) and the 2016 Notes (herein referred to as the “2018 Notes”) pursuant to the terms of the Proposal, this Resolution and the 2018 Loan Agreement (as herein defined); and

WHEREAS, the 2018 Notes will be issued pursuant to the terms and provisions of this Resolution and the 2018 Loan Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS, FINDINGS AND STATUTORY AUTHORITY

Section 1. DEFINITIONS. In addition to the terms heretofore defined in the recitals set forth above, the following terms shall have the following meanings:

“ACT” shall mean the Constitution of the State of Florida, Part I of Chapter 125, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

“AUTHORIZED DENOMINATION” shall mean, unless the County agrees otherwise, the Outstanding principal amount of each of the Notes issued hereunder.

“BOARD” shall mean the Board of County Commissioners of Manatee County, Florida, the governing body of the County.

“BOND COUNSEL” shall mean a firm or firms of nationally recognized attorneys-at-law selected by the County and experienced in the financing and refinancing of capital projects for

governmental units through the issuance of tax-exempt revenue obligations under the exemption provided under Section 103(a) of the Code.

“BUSINESS DAY” shall mean any day other than a Saturday, Sunday, legal holiday or a day on which the Payment Office of the Lender is lawfully closed.

“CLERK” shall mean the Clerk of the Board and Chief Financial Officer of the County, or such person who is authorized to act on her behalf.

“CODE” shall mean the Internal Revenue Code of 1986, as amended, and all subsequent tax legislation duly enacted by the Congress of the United States. Each reference to a section of the Code herein shall be deemed to include, if applicable, temporary or proposed regulations, revenue rulings and proclamations issued or amended with respect thereto.

“COUNTY” shall mean Manatee County, a political subdivision of the State of Florida.

“DEBT SERVICE FUND” shall mean that certain fund by that name created in Section 4.C of Article III hereof.

“DEFEASANCE OBLIGATIONS” shall mean any bonds or other obligations which constitute direct obligations of, or as to principal and interest are unconditionally guaranteed by, the United States of America including obligations of any federal agency or corporation to the extent unconditionally guaranteed by the United States of America.

“FISCAL YEAR” shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law as the fiscal year of the County.

“INTEREST PAYMENT DATE” shall have the meaning set forth in the Loan Agreement.

“NON-AD VALOREM REVENUES” shall mean all revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the County.

“NOTEHOLDER,” “HOLDER OF NOTES,” “OWNER,” “OWNERS,” “REGISTERED OWNERS” or any similar term, shall mean any person who shall be the registered owner of any Note or Notes Outstanding under the terms of this Resolution.

“OUTSTANDING” shall mean, when used with reference to the Notes, as of any particular date, all Notes theretofore, or thereupon being, authenticated and delivered by the Registrar under this Resolution, except (i) Notes theretofore or thereupon canceled by the Registrar or surrendered to the Registrar for cancellation; (ii) Notes with respect to which all liability of the County shall have been discharged in accordance with Article III, Section 4.H of this Resolution; (iii) Notes in lieu of or in substitution for which other Notes shall have been authenticated and delivered by the Registrar pursuant to any provision of this Resolution; (iv) Notes canceled because of prepayment prior to maturity; and (v) Notes held or purchased by the County, unless the County intends as evidenced by written communication to the Registrar that such Notes shall remain Outstanding.

“PAYING AGENT” shall mean the office of the Clerk, or if the Board shall so determine by subsequent proceedings, a bank or trust company appointed by subsequent proceedings of the Board to act as Paying Agent hereunder.

“PAYMENT OFFICE OF THE LENDER” shall have the meaning set forth in the Loan Agreement.

“PERMITTED INVESTMENTS” shall mean (i) U.S. Obligations and (ii) all other investments permitted under the laws of Florida.

“PLEDGED REVENUES” shall mean (i) the Non-Ad Valorem Revenues deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund, and (iii) any other moneys deposited in the Debt Service Fund or received by the Paying Agent in connection with the repayment of the Notes.

“PROJECT” shall mean the capital projects described on Exhibit “A” attached hereto.

“REGISTRAR” shall mean the office of the Clerk, or if the Board shall so determine by subsequent proceedings, any bank or trust company appointed by subsequent proceedings of the Board to act as Registrar hereunder.

“RESOLUTION” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

“TAX CERTIFICATE” shall mean the certificate as to arbitrage and instructions as to compliance with the provisions of Section 103(a) of the Code, executed by the County on the date of initial issuance and delivery of the Notes, as such Tax Certificate may be amended from time to time, and which serves as a source of guidance for achieving compliance with the Code.

“2018 LOAN” shall mean the loan made by the Lender to the County pursuant to the 2018 Loan Agreement for the purpose of refinancing the 2016 Loan.

“2018 LOAN AGREEMENT” shall mean that certain Loan Agreement expected to be dated March _____, 2018 by and between the County and the Lender which Agreement will evidence the terms of the 2018 Loan.

“2018 NOTES” shall mean the County’s Revenue Improvement and Refunding Notes, Series 2018.

“U.S. OBLIGATIONS” shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America, and, if determined by subsequent proceedings of the Board, certificates which evidence ownership of the right to the payment of the principal of, or interest on, such obligations.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

Section 2. FINDINGS. It is hereby ascertained, determined and declared:

- A. That the recitals hereinbefore mentioned are hereby adopted.
- B. That the Board deems it necessary, desirable and in the best interest of the citizens and residents of the County to issue the 2018 Notes to provide the funds necessary, together with other legally available moneys, to currently refund the 2016 Notes and to finance and refinance all or a portion of the Project, as described on Exhibit “A.”
- C. That the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution will be paid from the Pledged Revenues, all as provided herein; and the ad valorem taxing power of the County will never be necessary or authorized to pay the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution; and the 2018 Notes issued pursuant to this Resolution shall not constitute a lien upon any property whatsoever of or in the County and shall not be an indebtedness of the County within the meaning of any Constitutional, statutory or other limitation of Indebtedness, but shall be payable solely from the Pledged Revenues.

D. That the Pledged Revenues will be sufficient to pay the principal of and interest on the 2018 Notes to be issued pursuant to this Resolution, as the same becomes due and payable and any other payments provided for in this Resolution.

E. That the Board hereby determines, based on the nature of the financing and refinancing of the Project, volatility in the capital markets and timing issues, that it will be in the best economic interest of the County to obtain the 2018 Loan from the Lender pursuant to the 2018 Loan Agreement and to evidence the 2018 Loan by the issuance of the 2018 Notes and private placement thereof to the Lender.

F. That the final terms of the 2018 Loan and the 2018 Notes, if not set forth in this Resolution, shall be set forth in the 2018 Loan Agreement, subject to the parameters set forth herein.

Section 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

Section 4. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the 2018 Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and such Owners and the covenants and agreements herein set forth to be performed by said County shall be for the equal benefit, protection and security of the Owners of any and all of such 2018 Notes all of which shall be of equal rank and without preference, priority, or distinction of any of the 2018 Notes over any other thereof except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATIONS, TERMS, EXECUTION AND REGISTRATION OF NOTES

Section 1. AUTHORIZATION OF 2018 NOTES. Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as “Revenue Improvement and Refunding Notes, Series 2018,” are hereby authorized to be issued from time to time in the initial aggregate principal amount of not exceeding THIRTY-SIX MILLION DOLLARS (\$36,000,000) (the “2018 Notes”), to be issued, delivered and secured as provided herein. The 2018 Notes shall be issued for the purpose described in Section 2 of Article I hereof and to pay all or a portion of the cost of issuing the 2018 Notes. The actual principal amount of the 2018 Notes shall be equal to not exceeding the initial principal amount of the 2018 Loan and such amount shall be set forth in the executed 2018 Notes and in the 2018 Loan Agreement.

Section 2. GENERAL DESCRIPTION OF 2018 NOTES. The 2018 Notes shall be issued in registered certificated form, shall be in the denomination equal to the principal amount of each of the 2018 Notes so issued and shall, subject to earlier prepayment, mature on the maturity date set forth in the 2018 Loan Agreement. Principal shall be payable at the designated office of the Paying Agent.

The 2018 Notes (initially issued in one (1) typewritten certificate) shall be dated the date of initial issuance of such 2018 Notes. The 2018 Notes shall bear interest on the Outstanding principal amount of the 2018 Notes at the interest rate or rates per annum determined in accordance with the 2018 Loan Agreement. Interest on the 2018 Notes shall be payable on the interest payment dates set forth in the 2018 Loan Agreement. Unless all of the 2018 Notes are earlier redeemed or prepaid in accordance with the terms of the 2018 Loan Agreement, the Outstanding principal of the 2018 Notes shall be payable at maturity.

Principal of and interest on the 2018 Notes shall be payable at the office of the Paying Agent (the designated corporate trust office of the Paying Agent if the office of the Clerk is not the Paying Agent). The 2018 Notes shall be numbered in such manner as may be prescribed by the Registrar.

The 2018 Notes shall be payable, with respect to interest and principal, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Notwithstanding the foregoing, if all of the 2018 Notes are registered in the name of the Lender, payment shall be effected by payment to the Lender of the principal and interest then due without surrender of the 2018 Note; including prepayments, such payment to be evidenced by the records of the County and the Lender and such records shall be conclusive and binding upon the County and the Lender absent manifest error. Payment to the Lender shall be made by wire transfer in accordance with instructions provided by the Lender or in such other manner as agreed upon by the County and the Lender.

Upon a prepayment in whole, the County understands that the Lender will promptly thereafter surrender the 2018 Notes to the County marked "satisfied" or "paid in full." If, on the prepayment date, funds for the payment of the principal amount to be prepaid, together with accrued and unpaid interest to the prepayment date on such principal amount, shall have been provided to the Owner, as above provided, then from and after the prepayment date interest on such principal amount of the 2018 Notes which are prepaid shall cease to accrue. If said funds shall not have been so paid on the prepayment date, the principal amount of such 2018 Notes shall continue to bear interest until payment thereof at the applicable interest rate determined in accordance with the 2018 Loan Agreement.

Section 3. EXECUTION OF 2018 NOTES. The 2018 Notes shall be executed in the name of the County by the signature of the Chairperson of the Board, and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Clerk. The signatures of said Chairperson and Clerk on the 2018 Notes may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the 2018 Notes shall cease to be such officer of the County before the 2018 Notes so signed and sealed shall have been actually delivered, such 2018 Notes may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such 2018 Notes had not ceased to hold such office.

The 2018 Notes shall bear thereon a certificate of authentication, in the form set forth in the Loan Agreement, executed manually by the Registrar. Only such 2018 Notes as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution, and no 2018 Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any 2018 Note executed on behalf of the County shall be conclusive evidence that the 2018 Note has been so authenticated and that the Owner thereof is entitled to the benefits of this Resolution.

Section 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION. At the option of the registered owner thereof and upon surrender thereof at the office of the Registrar (the designated corporate trust office of the Registrar if the office of the Clerk is not the Registrar) with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or its duly authorized attorney and upon payment by such Owner of any charges which the Registrar may make as provided in this Section, the 2018 Notes may be exchanged for 2018 Notes

of the same maturity of any other Authorized Denominations if the County has consented to any other Authorized Denomination.

The Registrar shall keep books for the registration of 2018 Notes and for the registration of transfers of 2018 Notes. Subject to the next succeeding sentences, the 2018 Notes shall be transferable by the Owner thereof in person or by his attorney duly authorized in writing only upon the books of the County kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney. The 2018 Notes are only transferable to an “accredited investor” within the meaning of Rule 501 of the Securities Act of 1933, as amended and supplemented (the “33 Act”) or a qualified institutional buyer under Rule 144A of the 33 Act, and upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Owner or his duly authorized attorney. Upon the transfer of any such 2018 Note, the County shall issue in the name of the transferee a new 2018 Note or 2018 Notes. There shall only be one (1) Owner of the 2018 Notes at any one time.

The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any 2018 Note shall be registered upon the books kept by the Registrar as the absolute Owner of such 2018 Note, whether such 2018 Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such 2018 Note as the same become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability such 2018 Note to the extent of the sum or sums so paid, and neither the County, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of transferring 2018 Notes is exercised, the County shall execute, and the Registrar shall authenticate and deliver, 2018 Notes in accordance with the provisions of this Resolution. All 2018 Notes surrendered in any such transfer shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such transfer of 2018 Notes, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such transfer.

All 2018 Notes paid at or before maturity shall be delivered to the Registrar when such payment is made, and such 2018 Notes, together with all 2018 Notes purchased by the County with the intent of cancellation, shall thereupon be promptly canceled. 2018 Notes so canceled may at any time be destroyed by the Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers described by the 2018 Notes so destroyed, and one executed certificate shall be filed with the County, and the other executed certificate shall be retained by the Registrar.

Section 5. 2018 NOTES MUTILATED, DESTROYED, STOLEN OR LOST. In case any 2018 Note shall become mutilated, destroyed, stolen or lost, the County may execute and the Registrar shall authenticate and deliver a new 2018 Note of like series, date, maturity and denomination as the 2018 Note so mutilated, destroyed, stolen or lost; provided that, in the case of any mutilated 2018 Note, such mutilated 2018 Note shall first be surrendered to the County and, in the case of any lost, stolen or destroyed 2018 Note, there shall first be furnished to the County and the Registrar evidence of such loss, theft, or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to them. In the event any such 2018 Note shall be about to mature or have matured instead of issuing a duplicate 2018 Note, the County may pay the

same without surrender thereof. The County and the Registrar may charge the Owner of such 2018 Note their reasonable fees and expenses in connection with this transaction. Any 2018 Note surrendered for replacement shall be canceled in the same manner as provided in Section 4 of this Article II.

Any such duplicate 2018 Notes issued pursuant to this Section shall constitute additional contractual obligations on the part of the County, whether or not the lost, stolen or destroyed 2018 Notes be at any time found by anyone, and such duplicate 2018 Notes shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Revenues with all other 2018 Notes issued hereunder.

Section 6. FORM OF 2018 NOTES. The 2018 Notes shall be typewritten on “safety” paper. The text of the 2018 Notes shall be of substantially the form attached as Exhibit A to the Loan Agreement.

Section 7. NEGOTIATED SALE OF 2018 NOTES; DELEGATION OF AUTHORITY. The Board hereby finds that, due to the volatile market conditions and in order to efficiently finance and refinance the Project, in whole or in part, it would be in the best interest of the County that the 2018 Notes be sold on a negotiated private placement basis. The County’s Financial Advisor shall file with the Clerk a written summary of the final details of the 2018 Notes. Such written summary shall be entered into Board records as an attachment to this Resolution. Notwithstanding anything in this Section 7 to the contrary, the County has the absolute right, in its sole discretion, to not execute the 2018 Loan Agreement and issue the 2018 Notes and no contract between the County and the Lender, either expressed or implied, is intended before the Loan Agreement and the 2018 Notes are executed.

Section 8. 2018 LOAN AGREEMENT. The form, terms and provisions of the Loan Agreement for the making of the 2018 Loan consistent with the provisions of this Resolution substantially in the form attached hereto as Exhibit “B” between the County and the Lender, as submitted to this meeting, is hereby approved and accepted. The Chairperson or the Vice Chairperson, in the absence of the Chairperson, are each hereby authorized and directed to execute and deliver the 2018 Loan Agreement in the form submitted to this meeting, with such changes, insertions and deletions thereto as are necessary or desirable for carrying out the purposes thereof as may be approved by the Chairperson or the Vice Chairperson, in the absence of the Chairperson, upon the advice of the County Attorney and Bond Counsel, the execution of said Loan Agreement and delivery to the Lender being conclusive evidence of such approval.

ARTICLE III
COVENANTS, FUNDS AND APPLICATION THEREOF

Section 1. 2018 NOTES NOT TO BE INDEBTEDNESS OF THE COUNTY. The 2018 Notes shall not be or constitute an indebtedness of the County within the meaning of any Constitutional, statutory or other limitation or indebtedness, but shall be payable solely from a lien on and pledge of the Pledged Revenues. No Owner or Owners of any 2018 Notes issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or taxation in any form on any real property therein to pay the 2018 Notes or the interest thereon.

It is further agreed between the County and the 2018 Noteholders that the 2018 Notes and the obligations evidenced thereby shall not constitute a lien upon the Project or on any other property of or in the County, but shall constitute a lien only on the Pledged Revenues pledged thereto, all in the manner provided in this Resolution.

Section 2. 2018 NOTES SECURED BY LIEN ON AND PLEDGE OF THE PLEDGED REVENUES. The payment of the principal of and interest on all of the 2018 Notes

issued hereunder shall be secured forthwith equally and ratably by a lien on and pledge of the Pledged Revenues in an amount sufficient to pay the principal of and interest on the 2018 Notes, herein authorized, and to make the required payments into the Debt Service Fund, hereinafter created, and all other payments provided for in this Resolution as the same become due and payable.

THE 2018 NOTES DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER, OF THE COUNTY OR OF THE STATE OF FLORIDA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, BUT ARE A LIMITED, SPECIAL OBLIGATION OF THE COUNTY, THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON WHICH ARE PAYABLE FROM AND SECURED SOLELY BY THE PROCEEDS OF THE PLEDGED REVENUES. NEITHER THE COUNTY, THE STATE OF FLORIDA, NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WILL BE OBLIGATED (1) TO EXERCISE ITS AD VALOREM TAXING POWER OR ANY OTHER TAXING POWER IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2018 NOTES, OR OTHER COSTS INCIDENT THERETO, OR (2) TO PAY THE SAME FROM ANY FUNDS OF THE COUNTY EXCEPT FROM THE PROCEEDS OF THE PLEDGED REVENUES DESCRIBED HEREIN. THE LOAN DOES NOT CONSTITUTE A LIEN UPON THE PROJECT OR ANY OTHER PROPERTY OF OR IN THE COUNTY BUT CONSTITUTES A LIEN ONLY ON THE PROCEEDS OF THE PLEDGED REVENUES IN THE MANNER DESCRIBED HEREIN.

Section 3. APPLICATION OF 2018 NOTE PROCEEDS. All moneys received by the County from the sale of the 2018 Notes authorized and issued pursuant to this Resolution shall be disbursed in the following manner:

A. The net proceeds derived from the sale of the 2018 Notes shall be deemed to repay all Outstanding principal of 2016 Notes and such amount shall constitute an advance under the 2018 Loan Agreement. The accrued interest on the 2016 Notes, if any, shall be paid by the County from the Pledged Revenues on the same day the principal of the 2016 Notes is paid in full.

B. The balance of the net proceeds derived from the sale of the 2018 Notes shall be deposited as received from time to time in a fund in a bank or trust company in the State which is eligible under State laws to receive deposits of County funds, which fund is hereby created, established and designated as the "Construction Fund" together with other moneys lawfully available therefor, if any. There is hereby created and established in the Construction Fund a separate line item to be known as the "Cost of Issuance Cost Center," into which shall be deposited on the date of initial issuance and delivery of the 2018 Notes an amount sufficient to pay the costs of issuance of the 2018 Notes, unless the County elects to pay all costs of issuance of the 2018 Notes from another source. No withdrawals shall be made from the Construction Fund in an amount in excess of \$75,000 at any one time, except for amounts in the Cost of Issuance Cost Center without the written approval of the Clerk or her designee, and only upon receipt of a written requisition executed by the duly authorized official of the County responsible for the construction management of the Project, specifying the purpose for which such withdrawal is to be made and certifying that such purpose is one of the purposes provided for in Exhibit "A" attached hereto. If, for any reason, the moneys in the Construction Fund, or any part thereof, are not necessary for, or

are not applied to, the purposes of completion of the Project, as such Project may be changed by subsequent proceedings of the Board, then such surplus proceeds shall be deposited, upon certification of the Clerk, that such surplus proceeds are not needed for the purposes of the Construction Fund, in the following order:

1. First, to the Debt Service Account in the amounts determined by subsequent proceedings of the Board; and
2. Second, the balance, if any, to the County to be used for any lawful capital purpose.

The moneys deposited in the Construction Fund may, pending their use for the purposes provided in this Resolution, be temporarily invested in Permitted Investments maturing not later than the dates on which such moneys will be needed for the purposes of the Construction Fund. Subject to the provisions of the Code and the Tax Certificate, all the earnings and investment income from such investments shall remain in and become a part of said Construction Fund and be used for the purposes of the Construction Fund.

Any moneys received by the County from the State or from the United States of America or any agencies thereof for the purpose of financing any part of the Project, may be deposited in the Construction Fund and used in the same manner as the 2018 Note proceeds are used therein; provided, however, that such moneys shall not be so deposited in the event and to the extent that the County has incurred debt or has effected an inter-fund loan in anticipation of the receipt of such moneys; and provided further, that separate accounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by federal or State regulations.

All of the proceeds from the sale of the 2018 Notes deposited hereunder shall be and constitute trust funds for the purposes hereinabove provided, and there is hereby created a lien upon such moneys, until so applied, in favor of the Owners of the 2018 Notes.

Section 4. COVENANTS OF THE COUNTY. As long as any of the principal of, any premium or interest on any of the 2018 Notes shall be outstanding and unpaid, the County covenants with the Owners of any and all of the 2018 Notes issued pursuant to this Resolution as follows:

A. Covenant to Budget and Appropriate. The County hereby covenants to appropriate in its annual budget, by amendment if required, in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of, any premium and interest on the 2018 Notes, as the same become due and payable. Notwithstanding the foregoing, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

To the extent that the County is in compliance with the covenant contained above and the covenants set forth in Paragraph E of this Section 4, and has budgeted and appropriated in each Fiscal Year Non-Ad Valorem Revenues sufficient to pay the principal of and interest on the 2018 Notes as the same become due and payable, this Resolution and the obligations of the County contained herein shall not be construed as a limitation on the ability of the County to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

Upon deposit of Non-Ad Valorem Revenues appropriated in each Fiscal Year into the Debt Service Fund, such Non-Ad Valorem Revenues shall become Pledged Revenues, and the Holders of the 2018 Notes shall have a first lien on such Pledged Revenues until the principal of,

any premium and interest on the 2018 Notes shall be paid or deemed paid within the meaning of this Resolution.

B. Tax Covenant.

1. In order to maintain the exclusion of the interest on the 2018 Notes from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, and for no other purpose, the County covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the provisions of the Tax Certificate executed by the County on the date of initial issuance and delivery of the 2018 Notes.

2. The County covenants that the County shall make any and all payments required to be made to the United States Department of the Treasury in connection with the 2018 Notes pursuant to Section 148(f) of the Code from amounts on deposit in the fund and accounts established in connection with the 2018 Notes or from other legally available funds of the County.

3. Notwithstanding any other provision of this Resolution to the contrary, as long as necessary in order to maintain the exclusion of the interest on the 2018 Notes from gross income for federal income tax purposes, the covenants contained in this Section shall survive the payment of the 2018 Notes and the interest thereon, including any payment or discharge thereof pursuant to Section 4.H. of this Article III.

C. Establishment of the Debt Service Fund. There is hereby created and established with the Clerk: a Debt Service Fund. The Debt Service Fund shall constitute a trust fund for the benefit of the Holders of the 2018 Notes until so applied in accordance with the terms hereof.

D. Disposition of Pledged Revenues. The Clerk shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the Business Day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of and interest on the 2018 Notes, as the same become due and payable on each Interest Payment Date that the 2018 Notes are outstanding and unpaid. The Clerk may invest the moneys on deposit in the Debt Service Fund in Permitted Investments to mature not later than such times as shall be necessary to pay debt service on the 2018 Notes (whether at maturity, by prepayment, or otherwise).

E. Additional Debt of the County Payable from Non-Ad Valorem Revenues. In each Fiscal Year, the County will not issue non-self-supporting revenue debt of the County payable from its Non-Ad Valorem Revenues unless: (i) the total outstanding maximum annual non-self-supporting revenue debt service, including the non-self supporting revenue debt service on the debt proposed to be issued, does not exceed fifty percent (50%) of the gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the County from whatever source including investment income) of the County received by the County in the immediately preceding Fiscal Year; (ii) the gross Non-Ad Valorem Revenues for the preceding Fiscal Year were at least 4.00 times average annual debt service of all indebtedness of the County payable from its Non-Ad Valorem Revenues, including the debt proposed to be issued, in the current and all future Fiscal Years, and (iii) the net available Non-Ad Valorem Revenues of the County for the preceding Fiscal Year were at least 1.10 times average annual debt service of all indebtedness of the County payable from its Non-Ad Valorem Revenues including the debt proposed to be issued.

As used above, the term “non-self-supporting revenue debt” shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a

specific enterprise fund or are otherwise self-liquidating, and the term “net available Non-Ad Valorem Revenues” shall mean “gross Non-Ad Valorem Revenues,” as defined above, minus costs of operation and maintenance obligations of the County (except any such costs paid from ad valorem taxes) plus legally available unencumbered cash balances on hand at the end of the most recent Fiscal Year.

Except as provided below, for the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30-Year Index, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the County. If such variable rate indebtedness is to be secured by the County’s covenant to budget and appropriate Non-Ad Valorem Revenues and in lieu of cash, any debt service reserve fund for such indebtedness is funded with a reserve surety or letter of credit, such indebtedness shall be deemed to bear interest at the maximum rate.

As used above, the term “maximum rate” means the maximum rate of interest such variable rate debt may bear at any particular time, which rate shall not exceed the rate of interest allowed under Florida law and will be determined by the County at the time such variable rate debt is issued.

The County covenants to comply with any other anti-dilution tests it is subject to in connection with the use of its Non-Ad Valorem Revenues.

F. Books and Records. The County will keep books and records of each Fiscal Year of the receipt of its Non-Ad Valorem Revenues in accordance with generally accepted accounting principles for government units, and any Owner or Owners of 2018 Notes issued

pursuant to this Resolution shall have the right at all reasonable times to inspect the records, accounts and data of the County relating thereto.

The County covenants that within two hundred seventy (270) days of the close of each Fiscal Year it will cause to be prepared and filed with the Clerk and mailed to all Owners who shall have filed their names and addresses with the Clerk for such purpose a statement setting forth in respect of the preceding Fiscal Year:

1. the total amounts deposited to the credit of the Debt Service Fund created under the provisions of this Resolution;
2. the principal amount of all 2018 Notes paid, purchased or redeemed; and
3. the amounts on deposit at the end of such Fiscal Year to the credit of the Debt Service Fund.

G. Remedies. Any Owner of 2018 Notes or any trustee acting for such Owners in the manner hereinafter provided, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the County or by any officer thereof.

The Owner or Owners of 2018 Notes in an aggregate principal amount of not less than fifty one per centum (51%) of 2018 Notes issued under this Resolution then Outstanding may by a duly executed certificate in writing appoint a trustee for Owners of 2018 Notes issued pursuant to this Resolution with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by

such Owners or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk.

Acceleration of the payment of principal of and interest on the 2018 Notes shall not be a remedy available to the Owners of the 2018 Notes. The County, however, agrees to pay interest on the 2018 Notes at the Default Rate established under the Loan Agreement until such Event of Default shall have been cured.

H. Discharge and Satisfaction of 2018 Notes. Unless otherwise agreed to by the Lender, in its sole discretion, this Section H shall not apply while all of the 2018 Notes are owned by the Lender. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the 2018 Notes in anyone or more of the following ways:

1. by paying the principal of and interest on 2018 Notes when the same shall become due and payable;

2. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2018 Notes as the County may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, shall be sufficient at the time of such deposit to pay the principal of the 2018 Notes and the interest thereon as the same become due on said 2018 Notes on or prior to the maturity date thereof; or

3. by depositing in the Debt Service Fund or such other funds or accounts which are irrevocably pledged to the payment of the 2018 Notes as the County may hereafter create and establish by proper proceedings moneys which, together with other moneys lawfully available therefor and deposited therein, if any, when invested in Defeasance Obligations

will provide moneys which shall be sufficient to pay the principal of the 2018 Notes and interest thereon as the same shall become due on said 2018 Notes on or prior to the maturity date thereof.

Notwithstanding the foregoing, all references to the discharge and satisfaction of 2018 Notes shall include the discharge of any portion of the 2018 Notes.

Upon such payment or deposit in the amount and manner provided in this Section 4.H, the 2018 Notes shall no longer be deemed to be outstanding for the purposes of this Resolution and all liability of the County with respect to the 2018 Notes shall cease, terminate and be completely discharged and extinguished, and the Owners thereof shall be entitled for payment solely out of the moneys or securities so deposited.

ARTICLE IV **MISCELLANEOUS PROVISIONS**

Section 1. MODIFICATION OR AMENDMENT. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto or of the Loan Agreement, may be made without the consent in writing of the Owners of 100% in principal amount of the 2018 Notes then Outstanding.

Section 2. PURCHASE OF 2018 NOTES. The County may at any time purchase any of the 2018 Notes at prices not greater than the par amount and accrued interest to the date of purchase.

Section 3. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining

covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of the Resolution or of the 2018 Notes issued hereunder.

Section 4. FURTHER AUTHORIZATIONS. The Chairperson of the Board, the Vice Chairperson, the Clerk, the County Administrator, the Financial Management Department Director, and any other authorized official of the County, are hereby authorized and directed to execute and deliver any and all documents and instruments, including but not limited to entering into a paying agent and registrar agreement if so required and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

Section 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____
Name: Priscilla W. Trace
Title: Chairperson

Date: March 20, 2018

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
[Deputy] Clerk

EXHIBITS TO RESOLUTION No. R-18-046

Exhibit "A" Description of Project

Exhibit "B" Form of 2018 Loan Agreement

EXHIBIT “A”

Description of Project

Transportation Debt Issuance

Project #	Project Name
------------------	---------------------

6045661	44th Avenue (15th Street - 19th Street Court East)
6045660	44th Avenue (19th Street Court East - 30th Street East)
6071160	44th Avenue (30th Street East - 45th Street East)
6086960	44th Avenue (45th Street East - 44th Avenue Plaza East)
6045662	44th Avenue (44th Avenue Plaza East - Lakewood Ranch Boulevard)
6025662	45th Street East - 44th Avenue East - SR 70
6040460	9th Street East - 53rd Avenue East - 57th Avenue East

EXHIBIT “B”

Form of 2018 Loan Agreement

WPB 384173190v4/016705.010000

2018 LOAN AGREEMENT

This 2018 LOAN AGREEMENT, is made and entered into as of March [23], 2018 (this “Agreement”), by and between MANATEE COUNTY, a political subdivision of the State of Florida created and established pursuant to the laws of Florida (the “County”), and BANK OF AMERICA, N.A., a national banking association (the “Lender”).

WHEREAS, the Lender, has offered to make a loan (the “Loan”), pursuant to the terms and provisions of this Loan Agreement to the County, in the principal amount of not exceeding \$36,000,000 pursuant to which the County will finance and refinance a portion of the Project, as such term is defined in the herein referred to Resolution; and

WHEREAS, the County, on March 20, 2018, adopted Resolution No. 18-046 (the “Resolution”) authorizing the issuance of not exceeding \$36,000,000, in aggregate principal amount of Manatee County, Florida Revenue Improvement and Refunding Notes, Series 2018 (the “Note”) which Note shall be issued to the Lender and shall represent the County’s obligation to repay the Loan made under this Agreement; and

WHEREAS, the County and the Lender find it necessary to enter into this Agreement to acknowledge the terms and provisions of the Resolution adopted by the County and the terms pursuant to which the Lender shall make the Loan.

NOW THEREFORE, the County and the Lender hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Resolution. In addition, the following terms as used in this Agreement shall have the following meanings:

“Advance” or “Advanced” shall have the meaning set forth in Section 4 hereof.

“Applicable Margin” shall mean 38 basis points.

“Closing” shall have the meaning set forth in Section 7 hereof.

“Determination of Taxability” shall mean the circumstance of interest paid or payable on the Note becoming includable for federal income tax purposes in the gross income of the Noteholder. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the County or Noteholder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum, Statutory Notice of Deficiency, or other similar written notification which holds that any interest payable on the Note is includable in the gross income of the Noteholder for federal income tax purposes, which notice or notification is not contested by either the County or any Owner; or (ii) a determination by a court of competent jurisdiction that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal; or (iii) the admission in writing by the County to the effect that interest on the Note is includable for federal income tax purposes in the gross income of the Owner thereof. A Determination of Taxability will only be deemed to have occurred with respect to the Note if loss

of the exclusion from gross income of interest on the Note was the result of any action or inaction by the County.

“Default Rate” shall mean the lesser of (i) the maximum rate permitted under Florida law or (ii) the interest rate per annum that would otherwise be in effect if no Event of Default had occurred, plus 6% per annum.

“Event of Default” shall have the meaning set forth in Section 9 hereof.

“Interest Payment Date” shall mean the first (1st) day of each calendar month commencing on May 1, 2018. If such date is not a Business Day, the Interest Payment Date shall be the next Business Day following such Interest Payment Date, provided that interest shall continue to accrue and be payable on such succeeding Business Day.

“Interest Period” means each one-day period.

“Interest Rate” means the rate per annum effective on any day which is equal to the sum of (i) the Applicable Margin plus (ii) 79% of the LIBOR Daily Floating Rate. This percentage will be adjusted automatically on and as of the effective date of any change in the LIBOR Daily Floating Rate.

“LIBOR Daily Floating Rate” is a fluctuating rate of interest which can change on each banking day. The rate will be adjusted on each banking day to equal the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Bank) for U.S. Dollar deposits for delivery on the date in question for a one month term beginning on that date. The Lender will use the London Interbank Offered Rate as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Lender from time to time) as determined at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, as adjusted from time to time in the Lender’s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Bank. If at any time the LIBOR Daily Floating Rate is less than zero, such rate shall be deemed to be zero for the purposes hereof.

“London Banking Day” means a day on which dealings in U.S. dollar deposits are transacted in the London interbank market.

“Maturity Date” shall mean the date set forth on the executed Note delivered to the Lender to evidence the Loan when all unpaid principal of and unpaid accrued interest thereon shall be due and payable, which date shall be April 13, 2019.

“Taxable Rate” shall mean the interest rate per annum that would otherwise be in effect if no Determination of Taxability had occurred, multiplied by 1.265%. The Taxable Rate will only be applicable to the Note if loss of the exclusion from gross income of interest on the Note was the result of any action or inaction by the County.

2. **Loan.** Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and agreements of the County herein and in the Resolution, the Lender shall make the Loan to the County as set forth below.

3. **Note.** At the time of making the Loan the County will execute and deliver to the Lender the Note.

At the time of any Advance made under the Note or under this Agreement, the County shall immediately become indebted to the Lender for the full amount of such Advance. The then outstanding principal balance of the Loan, accrued but unpaid interest thereon and all other charges due pursuant to the terms hereof shall be due and payable as set forth in the Note, as the same may be extended pursuant to this Agreement.

4. **Advances.** Subject to the terms and conditions hereof and as set forth in the Note, the Lender will lend the County, from time to time until the earlier of (i) the occurrence of an Event of Default, or (ii) the Maturity Date, such sums as the County may request by reasonable notice to the Lender (an "Advance"), but which shall not exceed in the aggregate \$36,000,000. The County may borrow under this Agreement and repay Advances without penalty or premium, from the date of this Agreement until the earlier of (i) the occurrence of an Event of Default, or (ii) the Maturity Date. The County may not reborrow amounts repaid hereunder. It is the intention of the parties that the outstanding principal amount of the Note shall at no time in the aggregate exceed \$36,000,000, and if, at any time, the outstanding principal amount of the Note shall exceed such amount, the full amount of such excess shall be immediately due and payable in full. All indebtedness evidenced by the Note shall be due and payable on the Maturity Date. On the date of this Agreement the Lender will be deemed to have Advanced \$18,600,000 and used such amount to refund the outstanding principal amount of the 2016 Note. On the date hereof, the County will pay the Lender from the Pledged Revenues the accrued interest of the 2016 Note.

The Advances made by the Lender under the Note shall be evidenced by the Lender in an account maintained on the books of the Lender in which account a record of all Advances under the Note will be kept, indicating the date each Advance was extended, the amount of the Advance, and the interest rate applicable to such Advance, each payment of principal of any such Advance, each payment of interest on any such Advance and such other information as the Lender may determine. The entries in such account (including any appearing on or attached to the Note) shall be conclusive evidence of amounts outstanding absent manifest error. Any failure of the Lender to make appropriate entries or any error in making such entries shall not affect or impair the validity of any Obligations or affect or impair the obligation of County to repay the Advances made by Lender in accordance with the terms of this Agreement and the Note.

Subject to the further provisions hereof, the Lender will fund Advances into an account of the County maintained with the Lender or such other financial institution and upon the written request of the County, signed by an official of the County so authorized pursuant to the Resolution, setting for the amount of the Advance requested and the date thereof, which shall be a date at least one Business Day after the date such request is delivered to the Bank.

5. **Interest and Fees.** Interest on the outstanding principal balance of the Loan from time to time outstanding shall accrue at the rate or rates and be payable as set forth in the Note.

Immediately upon a Determination of Taxability, the interest rate in effect on the Note from and after the Determination of Taxability shall be the Taxable Rate, and upon the occurrence of an Event of Default and unless or until such Event of Default is cured, the County shall pay interest on the principal amount of all outstanding Obligations at the Default Rate, to the fullest extent permitted by law.

If on any date after July 31, 2018 the outstanding principal balance of the Note is not equal to or greater than 65% of the sum of (i) the outstanding principal balance of the Note plus (ii) any amount available to be Advanced but not yet Advanced (the "Unfunded Availability"), then the County will pay the Lender a fee at the rate of 0.25% per annum, computed on the daily average amount of the Unfunded Availability. This fee will be due in arrears as of each September 30, December 31, March 31, June 30 and the date the Note is repaid in full, and will be paid within ten days after demand by the Lender.

6. **Right to Optionally Prepay the Note in Whole or in Part.** The Note may be prepaid at any time without premium or penalty.

7. **Conditions Precedent.** The obligation of the Lender to make the Loan is subject to the following conditions precedent:

a. The County shall have delivered to the Lender, prior to the initial disbursement of the Loan (the "Closing"), the following:

- i. The duly executed Note;
- ii. A certified copy of the duly executed Resolution;
- iii. A Bond Counsel Opinion in form acceptable to the County, the Lender and their respective counsel;
- iv. An Opinion of the County Attorney in form acceptable to Bond Counsel, the Lender and its counsel;
- v. The duly executed Tax Certificate;
- vi. A completed IRS Form 8038-G with respect to the Loan; and
- vii. Such other certificates and documents as Bond Counsel, the Lender and its counsel may otherwise require.

b. At the time of, and as a condition to, the Closing and each disbursement of any part of the Loan to be made by the Lender at or subsequent to the Closing:

- i. No Event of Default shall have occurred that has not been waived, and no event shall have occurred and be continuing that, with the giving of notice or passage of time or both, would be an Event of Default; and

ii. All of the Loan Agreement, the Resolution and the Note shall have remained in full force and effect.

8. **Representations and Covenants of the County.** The County represents, covenants and warrants for the benefit of Lender on the date hereof:

a. The County is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, including the Act, with full power and authority to adopt the Resolution and to enter into this Agreement and the transactions contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

b. The County has duly authorized the execution and delivery of this Agreement by proper action of its Board at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

c. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as defined in Section 5 below) exists as of the date hereof.

d. The County has complied with any public bidding requirements as may be applicable to this Agreement.

e. The County shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its Fiscal Year end, (ii) such other financial statements and information relating to the ability of the County to satisfy its obligations hereunder, as Lender may reasonably request, and (iii) upon Lender's request, its annual budget for any prior or current Fiscal Year or the following Fiscal Year within ten (10) days of approval. The financial statements described in this subsection (f) shall be accompanied by an unqualified opinion of the County's auditor.

f. The payment of the Loan and the Note or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to County) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The County shall not permit the Federal government to guarantee any Note payments. No part of the Project will be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Loan will be used, directly or indirectly, to make or finance loans to any person other than County. The County has not entered into any management or other service contract with respect to the use and operation of the Project, other than as described in the Tax Certificate.

g. There is no pending litigation, tax claim, proceeding or dispute that may adversely affect the County's financial condition or impairs its ability to perform its obligations under this Agreement or the Resolution. The County will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents the Lender may reasonably request in order to protect the Lender's rights and benefits under this Agreement and the Resolution.

h. No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which the County has been a party at any time has been terminated by the County as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the County has issued during the past ten (10) years.

i. The financial information regarding the County furnished to the Lender by the County in connection with this Agreement is complete and accurate, and there has been no material and adverse change in the financial condition of the County since the Fiscal Year ended September 30, 2014.

j. All non-self-supporting revenue debt of the County payable from its Non-Ad Valorem Revenues outstanding as of the date hereof ("Outstanding Debt"), together with the Note, does not exceed fifty percent (50%) of the gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the County from whatever source including investment income) of the County received by the County in the immediately preceding Fiscal Year; (ii) the gross Non-Ad Valorem Revenues for the preceding Fiscal Year were at least 4.00 times average annual debt service of all Outstanding Debt and the Note, and (iii) the net available Non-Ad Valorem Revenues of the County for the preceding Fiscal Year were at least 1.10 times average annual debt service of all Outstanding Debt and the Note.

k. As used above, the term "non-self-supporting revenue debt" shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a specific enterprise fund or are otherwise self-liquidating and the term "net available Non-Ad Valorem Revenues" shall mean "gross Non-Ad Valorem Revenues," as defined above, minus costs of operation and maintenance obligations of the County (except any such costs paid from ad valorem taxes) plus legally available unencumbered cash balances on hand at the end of the most recent Fiscal Year.

Except as provided below, for the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30-Year Index, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the County. If such variable rate indebtedness is to be secured by the County's covenant to budget and appropriate Non-Ad Valorem Revenues and in lieu of cash, any debt service reserve fund for such indebtedness is funded with a reserve surety or letter of credit, such indebtedness shall be deemed to bear interest at the maximum rate.

As used above, the term "maximum rate" means the maximum rate of interest such variable rate debt may bear at any particular time, which rate shall not exceed the rate of interest allowed

under Florida law and will be determined by the County at the time such variable rate debt is issued.

l. The County covenants to comply with any other anti-dilution tests it is subject to in connection with the use of its Non-Ad Valorem Revenues.

m. The County covenants to comply with all representations, covenants, and assurances contained in the Tax Certificate, which Tax Certificate shall constitute a part of the contract between the County and the Registered Owner of the Note.

n. For as long as the Note remains outstanding, the County covenants to subordinate any swap termination payments and not agree to any agreement requiring any collateralization of swap obligations that are entered into with the County after the effective date of the Loan.

9. **Events of Default Defined.** Any of the following events shall constitute an “Event of Default” under this Agreement:

a. Failure by County to pay (i) principal or interest on the Note when due or (ii) any other payment required to be paid under the Resolution within 10 days after the date when due as specified in the Note. Any payment that is not received within fifteen (15) days of its due date shall be subject to a 4.00% late payment fee;

b. Failure by County to observe and perform any other covenant, condition or agreement contained in this Agreement or the Resolution on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the County by the Lender, unless the Lender shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until the default is corrected;

c. Any statement, representation or warranty made by the County in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

d. The occurrence of any default under any other agreement for borrowed money, lease financing of property or other receipt or pledge of credit under which the County is an obligor, if such default is a monetary default and (i) arises under any other agreement for borrowed money, lease financing of property or provision of credit provided by the Lender or any affiliate of the Lender, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$250,000.00;

e. The County shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the County, or of all or a substantial part of the assets of the County, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered

against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the County in any bankruptcy, reorganization, moratorium or insolvency proceeding;

f. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for the County or of all or a substantial part of the assets of the County, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days; or

g. The long term credit rating assigned to any debt of the County without regard to any liquidity support or credit enhancement is below Baa3/BBB- of a nationally recognized rating agency.

10. **Remedies.** Whenever any Event of Default exists, the Note shall bear interest at the Default Rate. Acceleration of the Loan shall not be a remedy available to the Lender. The Lender shall have the rights set forth in the Resolution upon the occurrence of an Event of Default.

11. **Section 218.385 Florida Statutes.** Simultaneously with the execution and delivery of this Agreement, the Lender has provided the County with the disclosure and truth-in-bonding statements required by and in accordance with, Section 218.385, Florida Statutes, as amended and supplemented. The above-referenced statements are attached to this Agreement as Exhibit B.

12. **Defeasance.** In addition to the provisions of Section 4.H. of Article III of the Resolution, so long as Lender is the holder of the Note and it has consented to the defeasance of the Note, in its sole discretion, any special fund created by the County pursuant to the Resolution to defease the Note (an "Escrow Account") shall be held by a trust company or bank having the powers of a trust company which is in good standing and has a reported capital, surplus and undivided profits of not less than \$100,000,000 or \$500,000,000 under trust management, and is reasonably acceptable to the Lender (an "Escrow Agent"), pursuant to an escrow deposit agreement between the Escrow Agent and the County, in form and substance satisfactory to the Lender. Furthermore, the Note shall be deemed to have been paid for the purposes of this Section only if the Lender shall have received (i) an opinion of Bond Counsel that such payment and the holding of Defeasance Obligations and moneys, if any, shall not in and of itself cause interest on the Note to be included in gross income for federal income tax purposes; (ii) a report in form and substance acceptable to the Lender and the County of a firm of certified public accountants acceptable to the Lender and the County verifying that the payments on such Defeasance Obligations, if paid when due and without reinvestment, will, together with any moneys so deposited, be sufficient for the payment of all principal of and interest and premium, if any, on the Note to the date of maturity or redemption, as the case may be; and (iii) an opinion of Bond Counsel to the effect that the Note is no longer outstanding pursuant to the Resolution and this Section 12. The County hereby acknowledges that the County shall be responsible for any shortfall in the Escrow Account to accomplish the complete defeasance of the Note and that the Lender shall have no liability with respect to any shortfall in the Escrow Account.

13. **Acceptance of Terms.** That the Lender hereby accepts the terms and conditions set forth in the Resolution applicable to the Loan.

14. **Expenses.** As between the County and the Lender, the Lender shall not be liable for any expenses incurred by the County in connection with the issuance of the Note. The Lender represents to the County that it has not employed or used the services of any attorney or other professional in connection with the Lender's negotiations with the County and its purchase of the Note other than the fee payable to Lender's special counsel, which fee, in the amount of \$4,500 shall be paid by the County.

15. **Waiver of Jury Trial.** The County and the Lender, for mutual consideration, the receipt of which is hereby acknowledged, mutually and willingly waive the right to a trial by a jury in connection with any and all claims by any party hereto against the other arising from or in connection with the transactions contemplated by this Agreement and the Resolution.

16. **Indemnification.** To the extent permitted by applicable law, the County will indemnify and hold harmless the Lender and its representatives, officers, employees, agents, and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the Project, the use of the proceeds of the Note including, but not limited to, reasonable attorneys' fees, including on appeal and including those allocated costs of internal counsel and settlement costs. This indemnification shall survive and continue for the benefit of such persons or entities until all applicable statutes of limitation have expired.

17. **Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alternation or amendment is reduced to writing and executed by all parties hereto.

18. **Governing Law.** The laws of the State of Florida shall govern this Agreement.

19. **Notices.**

a. Any notice given to the Lender shall be given to the Lender at the following address, which shall constitute the Payment Office of the Lender:

Bank of America, N.A.
Doc Retention Center
NC1-001-05-13
One Independence Center
101 North Tryon St
Charlotte, NC 28255-0001

b. Any notice given to the County shall be given to the County at:

Manatee County, Florida
1112 Manatee Avenue West, Suite 939
Bradenton, Florida 34205
Attention: Director of Financial Management.

20. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

BANK OF AMERICA, N.A.

By: _____

Name: Holly L. Kuhlman

Title: Senior Vice President

Date: March __, 2018

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: its Board of County Commissioners

By: _____

Name: Priscilla W. Trace

Title: Chairperson

Date: March __, 2018

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
[Deputy] Clerk

EXHIBIT "A"

Form of Note

THIS NOTE DOES NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER, OF THE COUNTY OR OF THE STATE OF FLORIDA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF, BUT IS A LIMITED, SPECIAL OBLIGATION OF THE COUNTY, THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON WHICH ARE PAYABLE FROM AND SECURED SOLELY BY THE PROCEEDS OF THE PLEDGED REVENUES. NEITHER THE COUNTY, THE STATE OF FLORIDA, NOR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WILL BE OBLIGATED (1) TO EXERCISE ITS AD VALOREM TAXING POWER OR ANY OTHER TAXING POWER IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE, OR OTHER COSTS INCIDENT THERETO, OR (2) TO PAY THE SAME FROM ANY FUNDS OF THE COUNTY EXCEPT FROM THE PROCEEDS OF THE PLEDGED REVENUES DESCRIBED HEREIN. THE LOAN DOES NOT CONSTITUTE A LIEN UPON THE PROJECT OR ANY OTHER PROPERTY OF OR IN THE COUNTY BUT CONSTITUTES A LIEN ONLY ON THE PROCEEDS OF THE PLEDGED REVENUES IN THE MANNER DESCRIBED HEREIN.

No. R-

\$36,000,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
MANATEE COUNTY
REVENUE IMPROVEMENT AND REFUNDING NOTE
SERIES 2018**

DATED DATE: April 2, 2018

PRINCIPAL AMOUNT: \$36,000,000

INTEREST PAYMENT DATES: The first day of each month, commencing on May 1, 2018.

MATURITY DATE: April 13, 2019

REGISTERED OWNER: Bank of America, N.A.

KNOW ALL MEN BY THESE PRESENTS, that Manatee County, Florida, a political subdivision of the State of Florida (the "County"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the office of the County Clerk, as paying agent (said office of the Clerk and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount outstanding from time to time with interest thereon at a floating rate of interest equal to the Interest

Rate per annum set forth in the Loan Agreement (defined below) in effect for each Interest Period (as defined in the Loan Agreement), payable with respect to interest, on each Interest Payment Date (as defined in the Loan Agreement), commencing on May 1, 2018, until the County's obligation with respect to the payment of such principal sum shall be discharged.

The County may borrow and repay without penalty or premium hereunder, from the date hereof until (i) the occurrence of an Event of Default under the Loan Agreement, or (ii) the Maturity Date, whichever occurs first. The County may not reborrow amounts repaid hereunder. It is the intention of the parties that the outstanding principal amount of the Note shall at no time in the aggregate exceed \$36,000,000, and if, at any time, the outstanding principal amount of the Note shall exceed such amount, the full amount of such excess shall be immediately due and payable in full.

Interest on this Note is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the office of the County Clerk, as registrar (said office of the Clerk and any bank or trust company becoming successor registrar, being herein called the "Registrar"), on the Business Day preceding each Interest Payment Date (the "Record Date"); provided, however, that payment of interest on this Note may, at the option of any Holder of Notes in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the domestic bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication to which interest has been paid, unless the date hereof is an Interest Payment Date to which interest has been paid, in which case from the date of authentication, or unless the date hereof is prior to May 1, 2018, in which case from the Dated Date stated above, or unless the date hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date; provided, however, that if and to the extent there is a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the persons in whose name this Note is registered on the registration books of the County maintained by the Registrar at the close of business on the Business Day prior to a subsequent Interest Payment Date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent Interest Payment Date. The Principal Amount and accrued interest thereon are payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. Interest on this Note shall be computed on the basis of actual days elapsed in a year of 360 days.

Notwithstanding the foregoing, if all of the Notes are registered in the name of the Lender, payment shall be effected by payment to the Lender of the principal and interest then due without surrender of the Note; including redemptions, such payment to be evidenced by the records of the County and the Lender and such records shall be conclusive and binding upon the County and the Lender absent manifest error.

This Note shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

This Note is one of an authorized issue of Notes of the County designated as its Revenue Improvement Notes, Series 2016 (herein called the “Notes”), in the aggregate principal amount set forth on the face of the Notes of like date, tender, and effect, except as to number, date of maturity and interest rate, issued for the purpose of financing all or a portion of the Project, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly, Part I of Chapter 125, Florida Statutes, as amended and supplemented, and other applicable provisions of law, and a resolution duly adopted by the Board of County Commissioners of said County on March 20, 2018, as amended and supplemented from time to time (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution and the Loan Agreement, entered into between the County and the Lender, dated as of April 2, 2018 (as the same may be amended or supplemented from time to time as therein permitted, the “Loan Agreement”). Any capitalized term not otherwise defined in this Note shall have the meaning ascribed to such term in the Loan Agreement.

This Note is payable from and secured by a lien upon and pledge of the Pledged Revenues, all in the manner provided in the Resolution.

“Pledged Revenues” shall mean (a) the Non-Ad Valorem Revenues deposited in the Debt Service Fund created and established under the Resolution, (b) investment income received from the investment of moneys in the Debt Service Fund and accounts established thereunder, and (c) any other moneys deposited in the Debt Service Fund or received by the Paying Agent in connection with the repayment of the Notes.

“Non-Ad Valorem Revenues” shall mean all revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the County.

Until all of the Notes are paid, the County has covenanted to appropriate in its annual budget, by amendment if required, in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of, any premium and interest on the Notes, as the same become due and payable. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

To the extent that the County is in compliance with the covenants contained in the Resolution, and has budgeted and appropriated in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of and interest on the Notes as the same become due and payable, the Resolution and the obligations of the County contained therein shall not be a limitation on the ability of the County to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

The full faith and credit of the County is not pledged for the payment of this Note, and this Note does not constitute an indebtedness of the County within the meaning of any Constitutional, statutory or other provision or limitation; and it is expressly agreed by the Owner of this Note that such Owner shall never have the right to require or compel the exercise of the ad valorem taxing

power of the County for the payment of the principal of and interest on this Note or the making of sinking fund payments provided for in the Resolution.

It is further agreed between the County and the Owner of this Note that this Note and the obligation evidenced thereby shall not constitute a lien upon any property or in the County, but shall constitute a lien only on the Pledged Revenues pledged thereto, all in the manner provided in the Resolution. The original registered owner, and each successive registered owner of this Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the County for the registration of Notes and for the registration of transfers of Notes as provided in the Resolution. Subject to the limitations on transferability of the Notes set forth in the Resolution, the Notes shall be transferable by the registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the County kept by the Registrar and only upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Note, the County shall issue in the name of the transferee a new Note or Notes.

(2) The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Note shall be registered upon the books kept by the Registrar as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the registered owner thereof and upon surrender hereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney and upon payment by such registered owner of any charges which the Registrar or the County may make as provided in the Resolution, the Notes may be exchanged for Notes of the same maturity of any other authorized denominations.

(4) In all other cases in which the privilege of exchanging Notes or transferring Notes is exercised, the County shall execute and the Registrar shall authenticate and deliver Notes in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Notes, but the County or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

This Note may be prepaid at any time without penalty or premium, as set forth in the Loan Agreement.

The interest rate on the Notes shall be subject to adjustment upon a Determination of Taxability or upon an Event of Default in the manner set forth in the Loan Agreement.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note, and of the issue of Notes of which this Note is one, is in full compliance with all constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, Manatee County, Florida, has caused this Note to be signed by the Chairperson of the Board of County Commissioners of Manatee County, Florida, either manually or with his/her facsimile signature, and the seal of said County to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Board of County Commissioners of Manatee County, Florida, either manually or with his/her facsimile signature, all as of the Dated Date.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Name: Priscilla W. Trace
Title: Chairperson

Date:

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

By: _____
[Deputy] Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is one of the Notes delivered pursuant to the within mentioned Resolution.

Office of Manatee
County Clerk of the Courts
as Registrar

By: _____
Authorized Officer

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____

(please print or typewrite name and address of transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

Attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of: _____

EXHIBIT "B"

Disclosure and Truth-In-Bonding Statements

March __, 2018

Board of County Commissioners
of Manatee County, Florida
Bradenton, Florida

Re: **\$36,000,000 (not exceeding)**
Manatee County, Florida
Revenue Improvement and Refunding Notes, Series 2018

To Board of County Commissioners:

This letter shall serve as the disclosure statements and truth-in-bonding statement pursuant to Section 218.385, Florida Statutes, in connection with the sale of the above-referenced Note (the "Note") to Bank of America, N.A. (the "Lender"). We represent to you as follows:

1. No management fee will be charged by the Lender.
2. The Underwriting spread which the Lender expects to realize will be -0-.
3. No fee, bonus or other compensation will be paid by the Lender in connection with the issue of the Note to any person not regularly employed or retained by the Lender.
4. Manatee County, Florida (the "County"), is proposing to issue the aggregate principal amount of not exceeding \$36,000,000 of debt or obligation for the purposes of financing and refinancing certain capital projects. This debt or obligation is expected to be repaid over a period of approximately 19 and 1/2 months. The Note bears a variable interest rate so the total interest paid over the life of the debt or obligation cannot be predicted.

The source of repayment or security for this proposal is the Pledged Revenues (as defined in the resolution authorizing the issuance of the debt or obligation). Authorizing this debt or obligation will result in up to \$36,000,000 of Pledged Revenues, plus interest, not being available to finance other capital projects in the County in calendar years 2018 (commencing on this date) through April 13, 2019.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____
Name: Holly L. Kuhlman
Title: Senior Vice President

March 14, 2018

The Honorable Chair and
Board of County Commissioners
Manatee County, Florida
1112 Manatee Avenue
Bradenton, Florida 34205

Ladies and Gentlemen:

Public Resources Advisory Group ("PRAG") is serving as Financial Advisor in connection with the County's extension of its existing non-revolving line of credit with Bank of America, N.A. (the "Bank"). The line of credit will be evidenced by the issuance of not to exceed \$36,000,000 Revenue Improvement and Refunding Notes, Series 2018 (the "Series 2018 Notes").

The line of credit was originally established in 2016 to fund transportation improvements primarily along 44th Avenue. The line of credit has a variable interest rate based on a percent of one month Libor plus a credit spread. A percentage of Libor is used to calculate the rate because Libor is a taxable rate but the interest paid on the line of credit is tax-exempt to the Bank.

The line of credit had a two year term with a maturity of April 13, 2018 and the plan was to refinance the line of credit with long term fixed rate bonds once the final project costs are known. Due to land acquisition delays, however, the improvements are not complete and only \$18.6 million has been drawn under the existing line of credit. It is expected that the project will be completed in fiscal year 2019.

The Bank has offered to extend the line of credit for one year, which is expected to be sufficient to allow completion of the improvements. The only change in the terms was a change in the interest rate formula due to the change in tax law and an adjustment to the outstanding amount required to avoid the unused fee. The Bank is not charging any upfront fee for the extension, although the Bank will require the County to cover its legal fees of \$4,500.

The rate formula on the existing line of credit is 70% of one month Libor plus 43 basis points. Under the new tax law the corporate tax rate was decreased effective January 1, 2018 from 35% to 21%. This reduction in the corporate tax rate has the effect of making the tax-exemption less valuable to banks and causing interest rates on tax-exempt bank loans to generally increase. Instead of saving 35 cents in taxes on every dollar of tax-exempt income, now banks are only saving 21 cents.

The Series 2018 Notes will have an interest rate formula of 79% of one month Libor plus 38 basis points. The new percentage of Libor of 79% corresponds to a 21% corporate tax rate. To partially offset the increase in the percentage of Libor, the Bank reduced the credit spread from 43 to 38 basis points. Under today's market conditions, these changes would increase the net interest rate by 11 basis points, although the difference will increase if short-term rates increase. We believe this adjustment is reasonable given the change in corporate tax rate.



The original line of credit required an unused fee of 25 basis points if the County did not draw \$10 million within two months of the original closing date. The Series 2018 Notes will require that the County draw an additional \$4.8 million by July 31, 2018. The unused fee remains the same at 25 basis points. County staff believes it will require this amount by this date for project purposes.

The Series 2018 Notes can be repaid at par at any time without penalty.

Legally, because the extension of the line of credit is changing the maturity and terms of the facility, Bond Counsel has indicated that the transaction needs to be treated as a new issue for tax purposes. Therefore the County will approve and execute new documents substantially similar to the existing documents. Based on the Bank's willingness to extend and the legal requirements for a new issue, we recommend proceeding with the issuance of the Series 2018 Notes.

Sincerely,

PUBLIC RESOURCES ADVISORY GROUP

A handwritten signature in blue ink that reads "Wendell G. Gaertner". The signature is written in a cursive style and is contained within a thin black rectangular border.

Wendell Gaertner
Senior Managing Director

From: [Jan Brewer](#)
To: [Vicki Tessmer](#)
Cc: [Jamie Pelletier](#); [Sheila Ballesteros](#)
Subject: RE: Item 53
Date: Friday, March 16, 2018 2:23:48 PM

Vicki,

I have confirmed with Bill Clague that the documents are presented in good format. I know after the discussion we had it seems counterintuitive, but I believe (as does Bill), It needs to stay the way it is....

Thanks
Jan

From: Vicki Tessmer [mailto:vicki.tessmer@ManateeClerk.com]
Sent: Friday, March 16, 2018 1:16 PM
To: Jan Brewer <jan.brewer@mymanatee.org>
Subject: FW: Item 53

Vicki Tessmer
Supervisor, Board Records, Tax Deeds, and VAB
For Angelina "Angel" Coloneso
Clerk of the Circuit Court and Comptroller of Manatee County
www.manateeclerk.com
vicki.tessmer@manateeclerk.com
941-741-4081



"Pride in Service, with a Vision to the Future"

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request

From: Vicki Tessmer
Sent: Friday, March 16, 2018 1:13 PM
To: 'Jamie Pelletier'; 'Sheila Ballesteros'
Cc: Jane Burroughs
Subject: Item 53

This email is to confirm that Exhibit B will be send to our office for Resolution R-18-046. I am not sure if you need to do an update memo or not. We will insert the Date on Page 5 of the Resolution and then get both copies of the actual agreement signed.

Thank you,

Vicki Tessmer
Supervisor, Board Records, Tax Deeds, and VAB
For Angelina "Angel" Colonnese
Clerk of the Circuit Court and Comptroller of Manatee County
www.manateeclerk.com
vicki.tessmer@manateeclerk.com
941-741-4081



"Pride in Service, with a Vision to the Future"

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request