

ORDINANCE NO. _____

PROPOSED ORDINANCE NO. 19-054

AN ORDINANCE OF THE CITY OF LAKELAND, FLORIDA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$32,000,000 CITY OF LAKELAND, FLORIDA REVENUE NOTE, SERIES 2019 (AMT), FOR THE PURPOSE OF FINANCING IMPROVEMENTS AT LAKELAND LINDER INTERNATIONAL AIRPORT AND PAYING COSTS OF ISSUANCE NECESSARY AND INCIDENTAL THERETO; FINDING THAT AN EMERGENCY EXISTS FOR ENACTMENT OF THIS ORDINANCE; APPROVING THE FORM OF A REVENUE NOTE, SERIES 2019 (AMT), AND A LOAN AGREEMENT; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKELAND, FLORIDA (the "City"), AS FOLLOWS:

SECTION 1. Authority. This Ordinance (the "Ordinance") is enacted pursuant to Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement, as applicable and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Mayor, the Mayor Pro Tem of the City, the City Manager or the Finance Director of the City.

"Governing Body" means the City Commission of the City of Lakeland, Florida.

"Lender" means Wells Fargo Bank, National Association.

"Loan Agreement" means the Loan Agreement between the City and the Lender.

"2019 Loan Amount" means not to exceed \$32,000,000.

"2019 Note" means the City's Revenue Note, Series 2019 (AMT) in substantially the form attached as Exhibit "A" to the Loan Agreement.

SECTION 3. Authorization of Transactions. In order to obtain funds (i) to finance certain capital improvements and pay other costs necessary or incidental thereto, more particularly described on Exhibit "A" hereto (the "2019 Project"), and (ii) to pay the costs of issuance thereof, the City is authorized to obtain a loan (the "Loan"), and to borrow an amount up to the 2019 Loan Amount from the Lender.

The Loan shall be a "Designated Maturity Obligation" for purposes of the Loan Agreement and all other ordinances, resolutions, financing agreements, loan agreements heretofore or hereafter enacted, and adopted or delivered by the City and such designation is deemed to be a part of the City's budget for all purposes related to such ordinances, resolutions, financing agreements or loan agreements heretofore or hereafter enacted, adopted or delivered.

Because of prevailing and anticipated market conditions and the nature of the Loan, and taking into account the advice of RBC Capital Markets, LLC, the City's financial advisor, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the City to accept the terms of the Loan from the Lender in a principal amount of up to the 2019 Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement and as determined by the Authorized Signatories executing the Loan Agreement in accordance with the terms hereof. An emergency exists with respect to

the enactment of this Ordinance in order to comply with such timing. Immediate enactment of this Ordinance is necessary to accomplish the sale of the Note pursuant to the terms of the proposal of the Lender.

This Ordinance is hereby declared to be an emergency measure on the grounds of urgent public need for the benefit of the City.

Prior to its execution and delivery of the Loan Agreement, the City shall have received from the Lender a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(2) and (3), Florida Statutes, and no further disclosure is or shall be required by the City.

SECTION 4. Loan Agreement and Note. The City is authorized to execute a Loan Agreement with the Lender in substantially the form attached as Exhibit "B" and to make and deliver to the Lender the 2019 Note in substantially the form attached as Exhibit "A" to the Loan Agreement.

The forms and terms of the Loan Agreement and 2019 Note (the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized on behalf of the City to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatories executing the same, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories signing the same. The Authorized Signatories are hereby delegated the authority to execute the 2019 Note in an amount not exceeding the 2019 Loan Amount. The Clerk of the Commission or any Deputy Clerk of the Commission or any Acting Clerk of the Commission may authenticate or attest the signatures of the Authorized Signatories on the Loan Documents.

SECTION 5. Creation of Funds and Accounts. There is hereby created and established the "City of Lakeland Revenue Note, Series 2019 (AMT) Debt Service Account" (the "Debt Service Account").

SECTION 6. Loan Agreement and Note Not to be General Obligations or Indebtedness of the City. The Loan Agreement and the 2019 Note and the obligations of the City thereunder shall not be deemed to constitute general obligations or a pledge of the faith and credit of the City, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of (i) the Non-Ad Valorem Revenues (as defined in the Loan Agreement) actually budgeted and appropriated and deposited into the Debt Service Account for the 2019 Note, to pay debt service payments and all other amounts due and payable on or under the Loan Agreement and the 2019 Note and (ii) all funds on deposit in the Debt Service Account (including any investment securities on deposit therein) and all investment earnings on any such funds (the "Pledged Funds"), in the manner and to the extent herein and in the Loan Agreement provided.

No holder or owner of the 2019 Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, or to maintain or continue any activities of the City which generate user service charges, regulatory fees or other non-ad valorem revenues, nor shall any holder or owner of the 2019 Note be entitled to payment of such principal and interest from any other funds of the City other than the Pledged Funds with

respect to the Loan, all in the manner and to the extent herein and in the Loan Agreement. The Loan Agreement and the 2019 Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the City, or any part thereof, or any other tangible personal property of or in the City, but shall constitute a lien only on the Pledged Funds, all in the manner and to the extent provided herein and in the Loan Agreement.

Funds deposited into the Debt Service Account, until applied to the payment of debt service on the 2019 Note, may be invested in investments authorized by law and meeting the City's written investment policy, which investments shall mature no later than the date on which moneys therein shall be needed to pay such debt service.

SECTION 7. Pledge. The payment of the principal of, premium, if any, and interest under the 2019 Note and other payments due under the Loan Agreement shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Funds, all in the manner and to the extent provided herein and in the Loan Agreement. The City does hereby irrevocably pledge such Pledged Funds to the payment of the principal of, premium, if any, and interest on the 2019 Note and other payments due under the Loan Agreement.

SECTION 8. Application of Proceeds. The proceeds of each advance of the Loan shall be applied to, (i) finance the costs of the 2019 Project, and (ii) pay the costs of issuance of the Loan.

SECTION 9. Separate Accounts; Trust Funds. The moneys required to be accounted for in the Debt Service Account may be deposited in a single bank or other account, and funds allocated to such accounts may be invested, together with other funds of the City, in a common investment pool, provided that adequate accounting

records are maintained to reflect and control the restricted allocation of moneys on deposit therein and such investments for the various purposes of such account. The designation and establishment of the Debt Service Account shall not be construed to require the establishment of any completely independent, self-balancing fund or account, but rather is intended solely to constitute an earmarking of certain moneys or revenues for certain purposes.

The Debt Service Account created hereunder and any accounts created therein constitute trust funds for the purposes herein and in any subsequent resolution provided. The City may at any time and from time to time deposit moneys from any one or more of the funds and accounts established hereby with a depository permitted under applicable law. Any such depository or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agents and employees.

SECTION 10. Severability. If any one or more of the covenants, agreements or provisions of this Ordinance 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 of this Ordinance or of a Note issued hereunder.

SECTION 11. No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Ordinance expressed or implied is intended or shall

be construed to confer upon any person, firm or corporation other than the parties hereto and the owner and holder of a Note issued under and secured by this Ordinance, any right, remedy or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of a Note issued hereunder.

SECTION 12. Applicable Provisions of Law. This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 13. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the City the Loan Documents as provided hereby. All officials and employees of the City, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the City as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Ordinance.

SECTION 14. Controlling Law; Members of Governing Body Not Liable. All covenants, stipulations, obligations and agreements of the City contained in this Ordinance shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his individual capacity, and neither the members of the Governing Body nor any official executing the Note shall be liable personally on the Note or this Ordinance or shall be subject to any

personal liability or accountability by reason of the issuance or the execution by the City or such members thereof.

SECTION 15. Effect of Covenants. All covenants, stipulations, obligations and agreements of the City contained in this Ordinance shall be deemed to be covenants, stipulations, obligations and agreements of the City and of the Governing Body and of each department and agency of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred and duties and liabilities imposed upon the City or upon the Governing Body by the provisions of this Ordinance shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

SECTION 16. Repeal of Inconsistent Ordinances or Resolutions. All ordinances or resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 17. Emergency Ordinance; Effective Date. This Ordinance is determined to be and is enacted as an emergency ordinance in order to promote the best interests of the City. This Ordinance shall be effective immediately upon its enactment in the manner provided by law.

PASSED AND CERTIFIED AS TO PASSAGE this 18th day of November, A.D.
2019.

H. WILLIAM MUTZ, MAYOR

ATTEST: _____
KELLY S. KOOS
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS: _____
PALMER C. DAVIS
INTERIM CITY ATTORNEY

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EXHIBIT "A" TO ORDINANCE

PROJECT DESCRIPTION

Paying or refinancing the costs of acquiring, constructing, extending, improving or enlarging certain airport facilities constituting a single project all located at the Lakeland Linder International Airport Airside Center, 3450 Flightline Drive, Lakeland, Florida; including, but not limited to, constructing, extending, improving or enlarging airport facilities, roads, runways, including, without limitation the strengthening and rehabilitation of primary Runway 9-27, upgrading of its Instrument Landing System (ILS) to a Category III, and installation of a new ramp area and construction and improvements to certain hangars all owned by the City and one such hangar to be leased by the National Oceanic and Atmospheric Administration and also owned by the City, including, but not limited to installation of a fire suppression system, structural improvements, electrical enhancements, and such other projects as hereafter approved by the Commission.

EXHIBIT "B" TO RESOLUTION
FORM OF LOAN AGREEMENT
(WITH ATTACHED FORM OF NOTE)

CITY OF LAKELAND, FLORIDA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

LOAN AGREEMENT

Dated as of November 20, 2019

**Not to be Outstanding in Excess of
\$32,000,000
City of Lakeland, Florida
Revenue Note, Series 2019 (AMT)**

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LOAN AGREEMENT

This Loan Agreement (together with any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof, this "Agreement") is made and entered into as of November 20, 2019, by and between the CITY OF LAKELAND, FLORIDA (the "Issuer"), a municipal corporation created and existing under the laws of the State of Florida, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and assigns, the "Lender");

The Issuer has requested, and subject to the terms and conditions set forth in this Agreement, the Lender has agreed to extend, a non-revolving credit facility to the Issuer;

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I DEFINITION OF TERMS

Section 1.01 Definitions. Words and terms used in this Agreement and not otherwise defined herein shall have the meanings as set forth in the recitals above, and the following words and terms as used in this Agreement shall have the following meanings:

"Act" means Chapter 166, Florida Statutes, the Charter of the City of Lakeland, Florida, and other applicable provisions of Law.

"Additional Indebtedness" means Non-Ad Valorem Revenue Obligations issued by the Issuer after the Delivery Date.

"Adjusted LIBOR Rate" means the sum of (i) the product of 80% times the LIBOR Index and (ii) the Applicable Spread, rounded upwards to the fifth decimal place.

"Adjustment Date" means the first Business Day in each calendar month.

"Advance" means a borrowing of money under the Note, pursuant to Section 5.06 hereof.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise. Without limitation, any director, executive officer or beneficial owner of 5% or more of the equity of a Person shall for the purposes of this Agreement, be deemed to control the other Person.

"Amortization Installment" means the funds to be deposited in the debt service fund or similar fund or account related to the applicable Non-Ad Valorem Revenue Obligations created for that purpose, in a given Note Year for the payment at maturity or redemption of a portion of Term Obligations of a designated series, as established by resolution or ordinance of the Issuer at or before the delivery of that series of Term Obligations.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the Issuer for each Fiscal Year in accordance with the laws of the State of Florida.

"Anti-Corruption Laws" means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the Issuer is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which the Issuer is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Spread" means 45 basis points (0.45%).

"Available Amount" means, for any day, the Maximum Commitment Amount net of the aggregate principal amount of Advances honored by the Lender at any time. For the avoidance of doubt, this Agreement is a non-revolving credit facility and Advances borrowed hereunder may be repaid but may not be borrowed again.

"Bank Transferee" shall have the meaning assigned to such term in Section 7.15(b).

"Business Day" means a day which is not (a) a Saturday, Sunday or legal holiday on which banking institutions in Lakeland, Florida or New York, New York or the city where the Principal Office of the Lender is located are authorized by Law to close or (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is closed.

"Calculation Agent" means (i) so long as the Lender holds the Note, the Lender, (ii) if the Lender does not hold the Note, such other bank, financial institution or financial advisor firm, designated from time to time by the Issuer.

"Capital Appreciation Obligations" means Non-Ad Valorem Obligations that bear interest, compounded semiannually, that is payable only at maturity or upon redemption prior to maturity in amounts determined by reference to the Compounded Amounts.

"City Manager" means the City Manager of the Issuer, and in the absence or unavailability of the City Manager, any assistant City Manager.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Commercial Paper Obligations" means any Non-Ad Valorem Revenue Obligation or a proportionate maturity thereof with a maturity of less than 271 days designated by the Issuer in writing as a Commercial Paper Obligation.

"Compounded Amounts" means the principal amount of Capital Appreciation Obligations plus the amount of interest that has accreted on such obligations, compounded semiannually, to the date of calculation, determined by reference to accretion tables contained in

each such obligations or an offering circular with respect thereto. The Compounded Amounts for such Capital Appreciation Obligations as of any date not stated in such tables shall be calculated by adding to the Compounded Amount for such obligations as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Compounded Amount for such preceding date and the Compounded Amount for such obligations as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a year of twelve 30-day months.

"Computation Date" means the second London Business Day preceding each applicable Adjustment Date.

"Confidential Information" means with respect to the Issuer or Lender, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories.

"Costs of the Project" or "Costs" means, to the extent permitted under the Act, any cost of a type that is properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under §1.150-2(c) of the Code) under general Federal income tax principles and other costs permitted under the Act and the Code and may include reimbursement to the Issuer of costs previously paid or financed by the Issuer to the extent legally permissible under the Act and the Code, and such costs must be Qualified Project Costs.

"Covenant Obligation Debt Service Requirement" means for a given Note Year the remainder, after subtracting any accrued interest or capitalized interest for that year that has been deposited into the debt service fund or similar fund or account related to the applicable Non-Ad Valorem Revenue Obligations for that purpose, from the sum of:

(1) The amount required to pay the interest coming due on Non-Ad Valorem Revenue Obligations during that Note Year, including the accreted interest component of the Compounded Amount of Capital Appreciation Obligations coming due during the Note Year,

(2) The amount required to pay the principal of Serial Obligations and the principal of Term Obligations maturing in that Note Year that are not included in the previous Amortization Installments for such Term Obligations, including the principal component of the Compounded Amounts of Capital Appreciation Obligations, maturing in that Note Year, and

(3) The Amortization Installment for all Term Obligations for that Note Year.

For purposes of determining the Covenant Obligation Debt Service Requirement for Section 3.03 hereof, the following provisions shall apply:

(a) The interest rate on Variable Rate Obligations (other than Taxable Obligations and Subsidy Obligations) shall be assumed to be the greater of (1) the average of the Securities Industry and Financial Markets AssociationTM Municipal Swap Index for the immediately preceding 52 weeks (or if not available for such 52-week period, then for the longest immediately preceding period for which available), or if such index is no longer published, a comparable 7-day index for high quality variable rate demand obligations selected

by the Issuer, in either case, plus 50 basis points (0.50%), or (2) if the variable rate on such Non-Ad Valorem Revenue Obligations or other indebtedness is determined by reference to an index or a formula based on an index, the average interest rate which would have been applicable to such Variable Rate Obligations (or other variable rate indebtedness) based on such index or formula during the immediately preceding 52-week period (or if not available for such 52-week period, then for the longest immediately preceding period for which available).

(b) The interest rate on Variable Rate Obligations that are Taxable Obligations or Subsidy Obligations shall be assumed to be the interest rate quoted for the week preceding the date of calculation on direct United States Treasury obligations having a maturity the same (or approximately the same) as the nominal maturity of the Variable Rate Obligations, plus 50 basis points (0.50%).

(c) If the Issuer has entered into a Qualified Hedge Agreement with respect to Non-Ad Valorem Revenue Obligations, the interest coming due on Non-Ad Valorem Revenue Obligations, up to an amount equal to the "notional" amount of the Qualified Hedge Agreement, shall be the net aggregate amount each applicable period, taking into account (i) the actual interest borne by such Non-Ad Valorem Revenue Obligations for such period (using the assumptions described above for Variable Rate Obligations, if applicable), (ii) the Qualified Hedge Receipts for such period and (iii) the Qualified Hedge Payments for such period, with the payments described in clauses (ii) and (iii) above being calculated on the applicable notional amount and using the assumptions described above for Variable Rate Obligations, if applicable.

(d) If two series of Variable Rate Obligations, or one or more maturities within a series, are issued simultaneously with inverse floating interest rates providing a composite fixed rate for such Non-Ad Valorem Revenue Obligations taken as a whole, such composite fixed rate shall be used in determining the Covenant Obligation Debt Service Requirement with respect to such Non-Ad Valorem Revenue Obligations for all purposes of this Agreement.

(e) If a series of Variable Rate Obligations is subject to purchase by the Issuer pursuant to a mandatory or optional tender by the holders thereof, the "tender" date or dates shall be ignored and the stated maturity dates thereof shall be used for purposes of all calculations hereunder.

(f) With respect to Designated Maturity Obligations, the unamortized principal coming due on the final maturity date thereof that the Issuer reasonably anticipates refinancing, as reflected in the Annual Budget or as otherwise evidenced or determined by the Issuer shall not be included and in lieu thereof, there shall be included in the Covenant Obligation Debt Service Requirement for the Note Year in which such final maturity occurs only the principal amount thereof the Issuer reasonably anticipates to become due in such Note Year, taking into account any such anticipated refinancing of such Designated Maturity Obligations assuming for purposes of the Note an amortization not to exceed 20 years and the Maximum Commitment Amount has been drawn.

(g) With respect to Commercial Paper Obligations, only the interest obligations with respect to such Commercial Paper Obligations and the principal amount of the Commercial Paper Obligations the Issuer reasonably expects to retire and not to pay with the

proceeds of roll-over Commercial Paper Obligations in such Note Year (as reflected in the Annual Budget or as otherwise determined by the Issuer) shall be included in the calculation of the Covenant Obligation Debt Service Requirement. The interest rate on the Commercial Paper Obligations shall be assumed for purposes of calculating the Covenant Obligation Debt Service Requirement, to be equal to the greater of (i) the average of the Securities Industry and Financial Markets AssociationTM Municipal Swap Index for the immediately preceding 52 weeks (or if not available for such 52-week period, then for the longest immediately preceding period for which available), or if such index is no longer published, a comparable 7-day index for high quality variable rate demand obligations selected by the Issuer, in either case, plus 50 basis points (0.50%), or (ii) the actual rate on such Commercial Paper Obligations.

(h) With respect to Non-Ad Valorem Revenue Obligations previously secured or payable from another source of funds, but with respect to which the Issuer has also covenanted to budget and appropriate Non-Ad Valorem Revenues for the payment of debt service on such obligations, only the principal and interest amounts with respect to such obligations that the Issuer reasonably expects to pay from Non-Ad Valorem Revenues or as to which the Issuer has actually budgeted and appropriated Non-Ad Valorem Revenues for such payment will be included in the calculation of the Covenant Obligation Debt Service Requirement.

(i) With respect to Non-Ad Valorem Revenue Obligations which the Issuer has covenanted to budget and appropriate Non-Ad Valorem Revenues for the payment of debt service on such obligations but which the Issuer reasonably intends to make payments from amounts in an enterprise fund related to such Non-Ad Valorem Revenue Obligations (and which amounts are not Non-Ad Valorem Revenues), only the principal and interest amounts with respect to such obligations that the Issuer reasonably expects to pay from Non-Ad Valorem Revenues or as to which the Issuer has actually budgeted and appropriated Non-Ad Valorem Revenues for such payment will be included in the calculation of the Covenant Obligation Debt Service Requirement.

"Covenant Obligation Maximum Debt Service Requirement" means, as of any particular date of calculation, the largest Covenant Obligation Debt Service Requirement for any Note Year during the remaining term of the applicable Non-Ad Valorem Revenue Obligations, except that with respect to any Non-Ad Valorem Revenue Obligations for which Amortization Installments have been established, the amount of principal coming due on the final maturity date with respect to such Non-Ad Valorem Revenue Obligations shall be reduced by the aggregate principal amount, or Compounded Amounts, as the case may be, of such Non-Ad Valorem Revenue Obligations that are to be redeemed or paid from Amortization Installments to be made in prior Note Years.

"Debt" means as of any date and without duplication, all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, notes or other similar instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all indebtedness of other persons to the extent guaranteed by, or secured by Non-Ad Valorem

Revenues of, the Issuer. Debt shall not include any non-capitalized lease obligation regardless of its treatment for accounting purposes.

"Debt Service Account" means the City of Lakeland Revenue Note, Series 2019 (AMT) Debt Service Account established by the Ordinance from which the Issuer shall make payments of the principal of, interest on and any redemption or prepayment premiums with respect to the Loan under the Note.

"Default" means the occurrence of any event which, with the giving of notice or the passage of time, or both, would (unless waived by the Lender or cured to the reasonable satisfaction of the Lender) constitute an Event of Default.

"Default Rate" means the greatest of (i) the Prime Rate plus 4.00%, (ii) the Federal Funds Rate plus 5.00% or (iii) 10.00%.

"Delivery Date" means the date of delivery of the Note to the Lender upon satisfaction of the conditions precedent set forth in Article IV hereof.

"Designated Maturity Obligations" means any Non-Ad Valorem Revenue Obligation or a particular maturity thereof, with a maturity longer than 270 days, designated by the Issuer in writing, for which no mandatory sinking fund redemption requirements have been established. For the avoidance of doubt, the Note constitutes a Designated Maturity Obligation.

"Determination of Taxability" means a final decree or judgment of any federal court or a final determination of the Internal Revenue Service or of the United States Treasury Department concluding that any interest payable on the Note is includable in the gross income of the Noteholder due to an action or inaction of the Issuer. No such decree or determination shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and the Issuer has exhausted or waived all legal or administrative rights available to it to contest such decree or determination.

"Event of Default" means an event of default specified in Article VI of this Agreement

"Favorable Opinion of Note Counsel" means an opinion of Note Counsel to the effect that either (a) a contemplated action will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Loan, or (b) the interest on the Loan is excludable to the holder thereof for Federal income tax purposes.

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided that*: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Lender on such day on such transactions as determined by the Lender. Each determination of the Federal Funds Rate by the Lender shall be conclusive and binding on the Issuer.

"Final Maturity Date" means February 1, 2021, or such later date which this Agreement may be extended or renewed in the sole discretion of the Lender by written notice from the Lender to the Issuer, together with a Favorable Opinion of Note Counsel.

"Finance Director" means the Finance Director of the Issuer.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Issuer pursuant to general law.

"Fitch" means Fitch, Inc., and any successor rating agency.

"GAAP" means generally accepted accounting principles for governmental accounting, consistently applied.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Governing Body" means the City Commission of the Issuer.

"Interest Payment Date" means the first Business Day of each month, commencing January 2, 2020, and the Final Maturity Date.

"Interest Period" means, with respect to any Advance, the period from (and including) the date such Advance is made to (but excluding) the next succeeding Adjustment Date, and thereafter shall mean the period from (and including) such Adjustment Date to (but excluding) the next succeeding Adjustment Date.

"Interest Rate" means initially the Adjusted LIBOR Rate, provided however, such rate may be adjusted upon a Determination of Taxability and an Event of Default as provided herein.

"Investor Letter" shall have the meaning assigned to such term in Section 4.1.

"Law" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

"Lender" has the meaning set forth in the introductory paragraph hereof.

"LIBOR Index" means the rate of interest per annum determined by the Calculation Agent based on the rate for United States dollar deposits for delivery on the Adjustment Date for a period equal to one month as reported on Reuters Screen LIBOR01 page (or any successor page) at approximately 11:00 a.m., London time, on each Computation Date; provided that to the extent a comparable or successor rate is approved by the Calculation Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Calculation Agent or the Lender, such approved rate shall be applied in a manner as otherwise reasonably determined by the Calculation Agent; *provided, further* if the LIBOR Index as

determined above would be less than zero percent (0.0%), such rate shall be deemed to be zero percent (0.0%) for purposes of this Agreement.

"Loan" means the outstanding principal amount of the Advances made hereunder and evidenced by the Note.

"Loan Documents" means this Agreement, the Note and the Ordinance.

"London Business Day" means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

"Margin Stock" shall have the meaning assigned to such term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

"Maximum Commitment Amount" means \$32,000,000, and as the same may hereafter be modified in accordance with the terms of this Agreement.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender).

"Maximum Rate" means an interest rate per annum equal to the lesser of the maximum rate permitted by Law and eighteen percent (18%) per annum.

"Mayor" means the Mayor or, in his absence or inability to perform, the Mayor Pro Tem, of the Issuer.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"Non-Ad Valorem Revenues" means all legally available revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available for the payment by the Issuer of debt service on the Non-Ad Valorem Revenue Obligations, including, without limitation, investment income and legally available non-ad valorem revenues derived from sources subject to a prior pledge thereof for the payment of other obligations of the Issuer and available after payment of principal and interest on such other obligations; provided, however, that revenues of the Issuer accounted for in an enterprise fund under governmental accounting principles, including without limitation, the Issuer's energy system and water, wastewater and stormwater systems, shall not be included as Non-Ad Valorem Revenues, except to the extent that revenues derived from any enterprise fund are deposited into the Issuer's General Fund.

"Non-Ad Valorem Revenue Obligations" means obligations evidencing indebtedness for borrowed money, including the Note, (i) the primary security for which is provided by a covenant of the Issuer to budget and appropriate Non-Ad Valorem Revenues of the Issuer for the payment of debt service on such obligations, or (ii) primarily secured or payable from another

source of funds, but with respect to which the Issuer has also covenanted to budget and appropriate Non-Ad Valorem Revenues of the Issuer for the payment of debt service on such obligations, provided that obligations described in this clause (ii) shall only be considered Non-Ad Valorem Revenue Obligations to the extent the Issuer has included in its budget (by amendment or otherwise) the payment of such Non-Ad Valorem Revenues pursuant to such covenant to pay debt service on such obligations. Notwithstanding the foregoing, Non-Ad Valorem Revenue Obligations shall not include any debt secured by a pledge of the revenues of any enterprise fund under governmental accounting principles, including without limitation, the Issuer's energy system or water, wastewater and stormwater utility systems.

"Non-Bank Transferee" shall have the meaning assigned to such term in Section 7.15(c).

"Note" means the City of Lakeland, Florida Revenue Note, Series 2019 (AMT), dated as of November 20, 2019.

"Note Counsel" means Holland & Knight LLP, or such other attorney-at-law or firm of such attorneys designated by the Issuer and having expertise in the legal aspects of the issuance of indebtedness by states and political subdivisions thereof.

"Note Year" means the annual period beginning on the first day of October of each year and ending on the last day of the succeeding September, with the first Note Year ending September 30, 2020; provided however, principal and interest on Debt maturing or becoming subject to redemption on October 1 of any year shall be deemed to mature or become subject to redemption on the last day of the preceding Note Year.

"Noteholder" or "Owner" means initially the Lender and thereafter any Transferee to whom the Lender or a subsequent Owner may transfer the Note as shown on the registration books of the Issuer kept for that purpose in accordance with provisions of this Agreement.

"Ordinance" means an Ordinance enacted by the City Commission of the Issuer on November 18, 2019, relating to this Agreement and the Note.

"Participant(s)" means any bank(s) or other financial institution(s) which may purchase a participation interest from the Lender in this Agreement and the Note pursuant to a participation agreement between the Lender and the Participant(s).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

"Person" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"Pledged Funds" means (i) the Non-Ad Valorem Revenues budgeted and appropriated and deposited into the Debt Service Account to pay debt service and all other amounts due and payable on the Note, and (ii) all funds on deposit in the Debt Service Account (including all investment securities on deposit therein) and all investment earnings on any such funds.

"Prime Rate" means on any day, the rate of interest per annum then most recently established by the Lender as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and the Lender may make various business or other loans at rates of interest having no relationship to such rate. If the Lender ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Principal Office" means, with respect to the Lender, the office located at 800 Magnolia Avenue, Suite 701, Orlando, Florida 32803, or such other office as the Lender may designate to the Issuer in writing.

"Project" means any capital project undertaken by the Issuer and permitted under the Act to be financed with the proceeds of the Loan, including, without limitation, costs of issuance of each Advance hereunder and capitalized interest on the Loan.

"Property" means, when used in connection with any Person, any and all rights, title and interests of such Person in and to any and all property (including cash) whether real, personal or mixed, or tangible or intangible, and wherever situated.

"Qualified Hedge Agreement" means an agreement such as an interest rate swap, collar, cap, or other functionally similar agreement, between the Issuer and a counterparty, meeting the requirements of the ordinance or resolution authorizing the applicable Non-Ad Valorem Revenue Obligations to which such agreement applies and which payments to be made by the counterparty thereunder have been budgeted by the Issuer to the payment on such Non-Ad Valorem Revenue Obligations.

"Qualified Hedge Payment" means the payment obligation of the Issuer arising under a Qualified Hedge Agreement, which is calculated on the basis of interest on a notional amount which shall correspond with the principal amount of applicable Non-Ad Valorem Revenue Obligations, based upon a fixed or a variable rate index or formula. Qualified Hedge Payments include only regularly scheduled payments under a Qualified Hedge Agreement determined by reference to interest on a notional amount and shall not include any other payments under such agreement (for example any termination fee, indemnification obligations or other fees payable to the counterparty).

"Qualified Hedge Receipts" means the payment obligations of the counterparty to the Issuer arising under a Qualified Hedge Agreement which are calculated on the basis of interest on a notional amount which shall correspond with the principal amount of Non-Ad Valorem Revenue Obligations described in the Qualified Hedge Agreement or such other certificate or ordinance or resolution of the Issuer, based upon a fixed or variable rate index or formula. Qualified Hedge Receipts include only regularly scheduled payments under a Qualified Hedge Agreement determined by reference to interest on a notional amount and shall not include any

other payments under such agreement (for example, any termination fee, indemnification obligations or other fees payable to the counterparty).

"Qualified Holder" means a Qualified Institutional Buyer that is also a commercial bank organized under the Laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer hereunder of not less than \$5,000,000,000.

"Qualified Institutional Buyer" shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

"Qualified Project Costs" means costs paid or incurred with respect to components of the Note (a) that (i) are directly related and essential to servicing aircraft, or enabling aircraft to take off and land, or transferring passengers or cargo to or from aircraft, or (ii) are functionally related and subordinate to such operations; (b) that will or may be charged, either with a proper election by the Issuer, or, but for a proper election by the Issuer, to the capital account of the Project for federal income tax purposes; and (c) that, if originally paid with funds other than proceeds of the Note, were originally paid no earlier than 60 days before adoption of Reimbursement Resolution (unless such expenditures are described by Section 1.150-2(f) of the Income Tax Regulations).

"Rating Agency" means any of S&P, Moody's and Fitch, as applicable.

"Rebate Amount" means the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Note, plus any income attributable to such excess to the extent required to be paid to the United States in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Loan.

"Reimbursement Resolution" means the resolution(s) of the Governing Body of the Issuer, to evidence the Issuer's intent to use proceeds of the Note to reimburse Project expenditures paid prior to the issuance thereof, including without limitation, Resolution No. 5551 adopted by the Issuer on June 17, 2019.

"Sanction" or "Sanctions" means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over Issuer.

"Sanctioned Target" means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d)

otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

"S&P" means S&P Global Ratings, and any successor rating agency.

"Securities Act" means the Securities Act of 1933, as amended.

"Serial Obligations" means all Non-Ad Valorem Revenue Obligations that are not Term Obligations.

"State" means the State of Florida.

"Subsidy Obligations" means any obligation (or the allocable portion thereof), issued by the Issuer pursuant to Section 54AA of the Code for which the Issuer elects to receive direct subsidy payments in an amount equal to a portion of the interest paid on such bond or obligation or any other similar program, for which the Issuer elects to receive direct subsidy payments in an amount equal to a portion of the interest paid on such bond or obligation or any other similar program. Build America Bonds are a type of Subsidy Obligations.

"Taxable Obligations" means Non-Ad Valorem Revenue Obligations (other than Subsidy Obligations) the interest on which is not intended at the time of the issuance thereof to be excluded from the gross income of the holders thereof for federal income tax purposes.

"Taxable Rate" means an interest rate per annum equal to the product of (i) the Adjusted LIBOR Rate and (ii) the quotient of one divided by one minus the Maximum Federal Corporate Tax Rate.

"Term Obligations" means all Non-Ad Valorem Revenue Obligations of a series for which Amortization Installments are established.

"Transferee" means each Bank Transferee or Non-Bank Transferee pursuant to Section 7.15 for so long as such Bank Transferee or Non-Bank Transferee is an Owner.

"Undrawn Fee" shall have the meaning set forth in Section 5.08(a) of this Agreement.

"Variable Rate Obligations" means Non-Ad Valorem Revenue Obligations issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage at the date of issue for the entire term thereof.

Section 1.02 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions

hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II REPRESENTATIONS OF ISSUER

The Issuer represents and warrants to the Lender that:

Section 2.01 Powers of Issuer. The Issuer is a municipal corporation, duly organized and validly existing under the constitution and the Laws of the State. The Issuer has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure the Note in the manner contemplated hereby and by the Ordinance, and to perform and observe all the terms and conditions of the Loan Documents on its part to be performed and observed. The Issuer may lawfully issue the Note in order to finance the Costs of the Project.

Section 2.02 Authorization of Loan. The Issuer has full legal right, power and authority to execute and deliver the Loan Documents and to issue the Note, and the Issuer has complied and will comply with all provisions of applicable Law in all material matters relating to such transactions. The Issuer has duly authorized the borrowing of the Maximum Commitment Amount provided for in this Agreement, the execution and delivery of this Agreement, and the issuance and delivery of the Note to the Lender, and to that end the Issuer warrants that it will, subject to the terms hereof and of the Note, take all action and do all things which it is authorized by Law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The Note has been duly authorized, executed, issued and delivered to the Lender and constitutes the legal, valid and binding obligation of the Issuer enforceable in accordance with the terms thereof and the terms hereof, and is entitled to the benefits and security of this Agreement, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of judicial discretion in appropriate cases. All approvals, consents, and orders of and filings with any Governmental Authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the Issuer of its obligations under this Agreement and the Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03 No Violation of Law or Contract. The Issuer is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer, the ability of the Issuer to perform its obligations hereunder or under the Note or the legality, validity, binding effect or enforceability of any Loan Document. The making and performing by the Issuer of this Agreement and the Note will not violate any applicable provision of Law, or any resolution of the Issuer, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement, indenture, note or instrument to which the Issuer is a party or by which the Issuer is bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer, the ability

of the Issuer to perform its obligations hereunder or under the Note or the legality, validity, binding effect or enforceability of any Loan Document. The Loan Documents constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms.

Section 2.04 Litigation, Etc. There are no actions or proceedings pending against the Issuer or, to the knowledge of the Issuer, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the Issuer, or which questions the legality, validity, binding effect or enforceability of this Agreement, the Note, the Ordinance, the Pledged Funds or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.05 Financial Information. The financial information regarding the Issuer furnished to the Lender by the Issuer in connection with the Loan is accurate, and there has been no material and adverse change in the financial condition of the Issuer from that presented in such information.

Section 2.06 Federal Reserve Regulations. No part of the proceeds of any Advance will be, used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U) or for any other purpose which would violate any of the regulations of the Board of Governors of the Federal Reserve System.

Section 2.07 No Sovereign Immunity. The defense of sovereign immunity is not available to the Issuer in any proceedings by the Lender to enforce any of the obligations of the Issuer under this Agreement or the Note, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is available only to the extent set forth under Florida Statutes Section 768.28 or other similarly applicable provision of Law.

Section 2.08 Anti-Corruption Laws; Anti-Money Laundering Laws and Sanctions.

(a) The Issuer agrees, to the extent applicable, to comply with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the best of the Issuer's knowledge, after due care and inquiry, no officer, director or agent acting on behalf of the Issuer is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a Governmental Authority that enforces such laws;

(b) The Issuer (i) is not a Sanctioned Target; (ii) is not owned or controlled by, or is acting or purporting to act for or on behalf of, directly or indirectly, a Sanctioned Target; (iii) agrees, to the extent applicable, to comply with Laws related to Sanctions; and (iv) to the best of its knowledge, after due care and inquiry, no officer, director or agent acting on behalf of the Issuer is under investigation for an alleged violation of Sanction(s) by a Governmental Authority that enforces Sanctions.

Section 2.09 No Usury. The terms of this Agreement and the Note regarding the calculation and payment of interest and fees do not violate any applicable Florida law regarding permissible maximum rates of interest.

Section 2.10 No Existing Right to Accelerate. As of the Delivery Date, other than the holders of the Issuer's Taxable Capital Improvement Revenue Note, Series 2015 and its Capital

Improvement Refunding Note, Series 2012A and the most favored nations provisions related to acceleration provisions contained in certain other Debt granting rights of acceleration to the extent granted to other holders of Debt and excluding capitalized lease obligations, no Person, including, without limitation, any credit facility provider or liquidity provider, either of which provides credit enhancement or liquidity support to any Debt, or any holder of Debt, has a right under any indenture, or supplemental indenture relating to any such Debt or under any other document or agreement relating to any Debt, to direct the trustee to cause a mandatory tender, mandatory redemption or an acceleration of such Debt, or to otherwise declare the principal of and interest on such Debt to be immediately due and payable, prior to its maturity.

ARTICLE III COVENANTS OF THE ISSUER

Section 3.01 Affirmative Covenants. The Issuer covenants, for so long as any of the principal amount of or interest on the Loan is outstanding and unpaid or any duty or obligation of the Issuer hereunder or under the Note remains unpaid or unperformed, as follows:

(a) Payment. The Issuer covenants that it shall duly and punctually pay, but solely from the Pledged Funds, the principal of the Note and the interest thereon on the dates, at the place and in the manner (and subject to the limitations) provided herein and in the Note according to the true intent and meaning thereof.

(b) Maintenance of Existence. The Issuer covenants that it will at all times maintain its existence until all amounts due and owing from the Issuer to the Lender hereunder and under the Note have been paid in full.

(c) Financial Statements.

(i) The Issuer shall provide the Lender with its audited financial statements for each Fiscal Year ending on and after September 30, 2019 within two hundred seventy (270) days after the end thereof.

(ii) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within five (5) Business Days thereof, a certificate signed by the City Manager of the Issuer specifying in reasonable detail the nature and period of existence thereof and what action the Issuer has taken or proposes to take with respect thereto.

(iii) Within five (5) Business Days of obtaining knowledge of the same, written notice to the Lender of all actions, suits or proceedings pending or threatened against the Issuer in court or before any arbitrator of any kind or before any Governmental Authority which could reasonably be expected to result in (i) a material impairment of the ability of the Issuer to perform its obligations under the Loan Documents to which it is a party or (ii) an impairment of the legality, validity, binding effect or enforceability against any party to the Loan Documents to which it is a party.

(iv) The Issuer shall make available electronically (via website) its annual budget within thirty (30) days of the end of each Fiscal Year, for the next succeeding Fiscal Year.

(v) Such other information regarding the business affairs, financial condition and/or operations of the Issuer as the Lender may from time to time reasonably request.

(d) Separate Accounts. Any amounts drawn under the Note and not immediately spent shall be set aside in a separate fund or account of the Issuer until needed to pay Costs of the Project.

(e) Sovereign Immunity. To the extent authorized by applicable Law, the Issuer agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement and the Note or for damages for a breach of any of the foregoing, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is only available to the extent set forth under Florida Statutes, Section 768.28 or other similarly applicable provisions of Law.

(f) Compliance with Laws and Sanctions. The Issuer shall comply with all applicable federal, state and local laws, regulatory requirements including, without limitation, all Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws that are applicable to the Issuer.

(g) Books and Records. The Issuer will keep proper books of record and account in which full, true and correct entries in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated or referred to in this Agreement, the Issuer shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 3.01(c) hereof.

(h) Visitation and Inspection. To the extent permitted by Law, the Issuer will permit any Person designated by the Lender (at the expense of the Lender, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the Issuer) to visit any of the offices of the Issuer to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by Law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the Issuer with their principal officials, all at such reasonable times and as often as the Lender may reasonably request.

(i) Most Favored Nations Provision. If after the Delivery Date, the Issuer shall, under the terms of an ordinance, resolution or other document or instrument authorizing the issuance of Additional Indebtedness or providing liquidity or credit enhancement thereto with respect to Additional Indebtedness, provide such other creditor or bondholder: (i) events of defaults in addition to those expressly set forth in Section 6.01 herein, then such additional events of default shall be incorporated herein by reference and shall constitute an Event of Default hereunder with respect to the Note and this Agreement, or (ii) the right to declare such

Additional Indebtedness to be immediately due and payable upon an event of default thereunder, then such right of acceleration shall be incorporated herein by reference and the Lender shall also have the right to declare the amounts due under this Agreement and the Note to be immediately due and payable upon an Event of Default hereunder.

(j) Ratings. The Issuer shall at all times maintain a rating on its long-term unenhanced Non-Ad Valorem Revenue Obligations which are currently outstanding and rated of not less than Baa1/BBB+/BBB+ (or the equivalent) from at least one of Moody's, S&P or Fitch.

Section 3.02 Negative Covenants. The Issuer covenants, for so long as any of the principal amount of or interest on the Loan is outstanding and unpaid or any obligations of the Issuer hereunder or under the Note remains unpaid or unperformed, that:

(a) Financing Documents. The Issuer shall not alter or amend the Ordinance, which would materially adversely affect the payment obligations hereunder, rights or remedies of the Lender or impair the authority thereby or hereby given with respect to the issuance and payment of the Note, without prior written approval of the Lender.

(b) No Pledge or Impairment; Additional Indebtedness. Except as expressly contemplated herein, the Issuer will not pledge or permit a lien to occur on any Pledged Funds to any other indebtedness of the Issuer or issue any indebtedness payable from Pledged Funds without the express written consent of the Lender.

(c) Use of Proceeds.

(i) The Issuer shall not use the proceeds of any Advance for any purpose other than to pay Costs of the Project.

(ii) The Issuer shall not, and shall ensure that each officer, director or agent acting on behalf of the Issuer will not, directly or indirectly use any proceeds of the Note to fund, finance or facilitate any activities, business or transactions: (a) that are prohibited by Sanctions or (b) that would be prohibited by Sanctions if conducted by the Lender. The Issuer shall notify the Lender in writing not more than one (1) Business Day after first becoming aware of any breach of this Section 3.02(c).

(iii) The Issuer shall not, and shall ensure that each officer, director or agent acting on behalf of the Issuer will not, directly or indirectly use any proceeds of the Notes to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(d) Source of Repayment and Collateral. The Issuer shall not fund any payment of the Notes with proceeds, or provide as collateral any Property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws that are in each case applicable to the Issuer, or that could otherwise cause the Lender to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws that are in each case applicable to the Issuer.

Section 3.03 Anti-Dilution. The Issuer may issue Additional Indebtedness only if the total amount of the Issuer's Non-Ad Valorem Revenues for the prior Fiscal Year was at least 2.0

times the amount of the Covenant Obligation Maximum Debt Service Requirement of all Non-Ad Valorem Revenue Obligations then outstanding and those proposed to be issued; however, the Issuer may incur additional Non-Ad Valorem Revenue Obligations to refund or defease the Note in whole without complying with the foregoing requirement.

If any of the Non-Ad Valorem Revenue Obligations described in the first paragraph of this Section 3.03 are Subsidy Obligations, the Covenant Obligation Maximum Debt Service Requirement on such indebtedness shall not, for purposes of this Section 3.03, be deemed to include interest to the extent that it is to be paid from a direct subsidy payment expected to be received from the United States Treasury (or such other similar entity of the Federal government) relating to such Subsidy Obligations, or any other subsidy or similar payments made by the Federal government and the Issuer has budgeted to deposit such amounts to the payment of debt service thereon; provided however that to avoid double counting, the amount of such subsidy payments shall then not be included in the determination of the Issuer's Non-Ad Valorem Revenues for purposes of this Section 3.03.

Section 3.04 Registration and Exchange of Note; Persons Treated as Owners. So long as the Note remains outstanding, the Issuer will keep books for the registration and transfer of the Note. Upon the written consent of the Issuer, the Issuer will transfer the registration of the Note in whole and not in part, upon written request of the Lender specifying the name, address and taxpayer identification number of the transferee. Transfers of the Note or portions thereof shall be made only to Transferees subject to the conditions of Section 7.15 hereof.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Loan shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 3.05 Pledge; Payment of Principal and Interest; Limited Obligation. In order to secure the payment of the principal of and interest on the Loan, the Issuer hereby pledges and grants a lien upon, and security interest in, the Pledged Funds to the Owner of the Note.

The Issuer promises that it will promptly pay the principal of and interest on the Loan at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Loan is payable solely from the Pledged Funds, and nothing in the Note or this Agreement shall be construed as pledging any other funds or assets to such payment or as authorizing such payment to be made from any other source. The Issuer is not and shall not be liable for the payment of the principal of and interest on the Loan or for the performance of any pledge, obligation or agreement for payment undertaken by the Issuer hereunder or under the Note from any Property other than the Pledged Funds. No Owner shall have any right to resort to legal or equitable action to require or compel the payment of any amount required by the Note or this Agreement from any source other than the Pledged Funds.

Section 3.06 Covenant to Budget and Appropriate. The Issuer hereby covenants and agrees, to the extent permitted by and in accordance with applicable Law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by

amendment if necessary, and to deposit to the credit of the Debt Service Account in a timely manner as needed to pay debt service on the Note, Non-Ad Valorem Revenues of the Issuer in an amount which is equal to the debt service with respect to the Note for the applicable Fiscal Year. Such covenant and agreement on the part of the Issuer to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments hereunder and under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Debt Service Account; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Issuer's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Issuer from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the Noteholder a prior claim on the Non-Ad Valorem Revenues. Anything herein to the contrary notwithstanding, all obligations of the Issuer hereunder shall be secured by a lien upon only the Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the Debt Service Account, as provided for herein. The Issuer is prohibited by Law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of the Issuer to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of the Issuer and subject in all respects to the restrictions of Section 166.241(2), Florida Statutes, which generally provides that the governing body of each city may only make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources. Notwithstanding the foregoing or anything herein to the contrary, the Issuer has not covenanted to maintain any service or program now provided or maintained by the Issuer which generates Non-Ad Valorem Revenues.

Section 3.07 Tax Covenants. It is the intention of the Issuer that the interest on the Loan be and remain excluded from gross income for federal income tax purposes and to this end the Issuer hereby represents to and covenants with the Owner that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Loan issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(1) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(2) to set aside sufficient moneys from the Pledged Funds or other legally available funds of the Issuer, to timely pay the Rebate Amount to the United States of America;

(3) to pay the Rebate Amount at the times and to the extent required under the Code, to the United States of America from Pledged Funds or from any other legally available funds;

(4) to maintain and retain all records pertaining to the Rebate Amount with respect to the Note and required payments of the Rebate Amount with respect to the Note for at least six

years after the final maturity of the Note or such other period as shall be necessary to comply with the Code;

(5) to refrain from taking any action that would cause the Note to become an arbitrage bond under Section 148 of the Code;

(6) to refrain from taking any action that would cause the Note not to be classified as a "qualified bond" under Section 141(e) of the Code.

In addition, the Issuer hereby covenants for the benefit and security of the Owners as follows:

(8) The weighted average maturity of the Note will not exceed 120 percent of the weighted average reasonably expected economic life of the assets comprising the Project, as determined under Section 147(b) of the Code;

(9) The costs of issuance of the Note, within the meaning of Section 147(g) of the Code, paid with proceeds of the Note shall not exceed two percent (2%) of the proceeds of the Note;

(10) None of the Note will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers (including governmental borrowers);

(11) The Issuer shall complete and file a Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues with respect to the Note, within the time period required by Section 149(e) of the Code and take any other steps necessary to comply with the information reporting requirement imposed by that section of the Code.

(12) Less than twenty five percent (25%) of the net proceeds of the Note (as "net proceeds" is defined in Section 150(a)(3) of the Code) will be used (either directly or indirectly) to finance or refinance the acquisition of land or any interest therein, excluding any land acquired for noise abatement, wetland preservation, or for future use as an airport, mass commuting facility, dock, wharf, or a high-speed intercity rail facility, if there is no other significant use of such land within the meaning of Section 147(c)(3)(B) of the Code; and

(13) None of the proceeds of the Note will be used to finance or refinance the acquisition of any airplane, any skybox or other private luxury box, any health club facility, any facility primarily used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or land (or any interest therein) to be used for farming purposes;

(14) None of the net proceeds of the Note will be used to finance or refinance the acquisition of any Property or an interest therein (other than land) if the first use of such Property was not pursuant to such acquisition, unless the rehabilitation exception of Section 147(d)(2) of the Code is met with respect to such Property;

(15) All of the Property to be financed or refinanced with the proceeds from the issuance of the Note, is or will be owned by the Issuer;

(16) At least ninety-five (95%) of the net proceeds of the Note will be expended for and used to pay or refinance Qualified Project Costs of the Project;

(17) Each component of the Project that is directly related and essential to servicing aircraft, or enabling aircraft to take off and land, or transferring passengers or cargo to and from aircraft, is or will be located at, or in close proximity to, the take-off and landing areas and is required to be located in such areas in order to perform its function;

(18) Each component of the Project that is functionally related and subordinate to the core activities of the Airport System described in subparagraph (17) above is or will be of a character and size commensurate with the character and size of the Airport System;

(19) Not more than five percent (5%) of the proceeds of the Note will be collectively used to (a) pay costs of issuing such Note, (b) finance property described in Section 142(c)(2) of the Code (related to lodging facilities, retail facilities in excess of the size necessary to serve passengers and employees at the Airport, retail facilities located outside of the Airport terminal building, manufacturing or industrial park facilities, or separate office buildings used other than by governmental units), (c) finance any office space that is (1) not located on the premises of the component of the Project of which such office space is a part, or (2) at which more than a de minimis amount of the functions performed are not directly related to the day to day operations of such component of the Project, or (d) finance costs (other than costs of properties of the types described in (b) or (c)) that are not Qualified Project Costs;

(20) Any lease of all or any portion of the Project will be a "true lease" for federal income tax purposes and not a conditional sales contract or financing device. Any such lease shall comply with the requirements of Section 142(b)(1)(B) of the Code and, therefore, each lessee shall make an irrevocable election (binding on the lessee and all successors in interest under the lease) not to claim depreciation and investment tax credits with respect to any portion of the Project; the term of any such lease shall be limited in duration to eighty percent (80%) of the reasonably expected weighted average economic useful life of the facilities included in the Project being leased; and no such lease shall provide the lessee with an option to purchase the leased facilities other than at the fair market value (as of the time such option is exercised) (similar restrictions shall apply to management contracts and similar types of operating agreements);

(21) Not more than fifty percent (50%) of the proceeds of the Note will be invested in a guaranteed investment contract with a term of four (4) years or more, or in another form of nonpurpose investment (within the meaning of Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more;

(22) (i) The payment of principal or interest with respect to the Note is not guaranteed directly or indirectly (in whole or in part) by the United States (or any agency or instrumentality thereof);

(ii) Five percent (5%) or more of the proceeds of the Note will not be (A) used in making loans the payment of principal and interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or (B)

invested (directly or indirectly) in federally insured deposits or accounts as defined in Section 149(b)(4)(B) of the Code;

The foregoing provisions of this paragraph (22) shall not apply to proceeds of the Note being (a) invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued; (b) invested as part of a bona fide debt service fund; (c) invested as a part of a reserve which meets the requirements of Section 148(d) of the Code; (d) invested in obligations issued by the United States Treasury; (e) invested as part of a refunding escrow (i.e., a fund containing proceeds of a refunding bond issue established to provide for the payment of principal or interest on one or more prior bond issues); or (f) invested in other investments permitted under regulations promulgated pursuant to Section 149(b)(3)(B)(v) of the Code; and

(23) The entire amount of the proceeds of the Note will be needed for the governmental purposes described above.

The Issuer understands that the foregoing covenants impose continuing obligations on the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Note.

Notwithstanding any other provision herein, the obligation of the Issuer to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 3.07 shall survive the defeasance or payment in full of the Note.

Section 3.08 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment.

Section 3.09 Officers and Employees of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any officer, agent or employee, as such, of the Issuer past, present or future, it being expressly understood (a) that the obligation of the Issuer under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, any of the officers, agents, or employees, as such, of the Issuer, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every officer, agent, or employee, as such, of the Issuer under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the Issuer.

Section 3.10 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably

satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

Section 3.11 Debt Service Account. The Issuer shall apply all moneys on deposit in the Debt Service Account to the timely payment of the principal of, premium, if any, and interest on the Note and other amounts due and payable under this Agreement and the Note. Money in the Debt Service Account, until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the registered owner of the Note.

ARTICLE IV CONDITIONS OF LENDING

Section 4.01 Closing Documents. On or prior to the Delivery Date, the Lender shall have received executed copies of the Loan Documents, together with the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

(a) The opinion of counsel for the Issuer, dated the Delivery Date and addressed to the Lender, regarding the due authorization, execution, delivery, validity and enforceability of this Agreement, the Note, and the due enactment of the Ordinance, in form and substance satisfactory to the Lender;

(b) The opinion of Holland & Knight LLP, in its capacity as Note Counsel to the Issuer, dated the Delivery Date addressed to the Lender, relating to the exclusion of the interest on the Note from gross income of the Noteholder for purposes of federal income taxation, the validity and enforceability of the Ordinance, this Agreement and the Note, in form and substance satisfactory to the Lender;

(c) A certificate of the Issuer, dated the Delivery Date, and executed by an authorized representative of the Issuer, certifying as to such matters as reasonably requested by the Lender;

(d) A certificate of the Issuer, dated the Delivery Date, and executed by an authorized representative of the Issuer, certifying the names and signatures of the persons authorized to sign, on behalf of the Issuer, this Agreement and the Note and the other documents to be delivered by it hereunder or thereunder; and

(e) Such additional supporting documents as the Lender may reasonably request.

On or prior to the Delivery Date, the Lender shall have delivered the investment letter in substantially the form attached as Exhibit C hereto (the "Investor Letter") and the tax certificate in substantially the form attached as Exhibit D hereto.

ARTICLE V
THE LOAN; ISSUER'S OBLIGATION; DESCRIPTION AND
PAYMENT TERMS; ADVANCES; ADJUSTMENT TO INTEREST RATE

Section 5.01 The Loan. The Lender hereby agrees to make Advances to the Issuer in an aggregate amount not to exceed the Maximum Commitment Amount, to be evidenced by the Note, to provide funds to finance the Costs of the Project upon the terms and conditions set forth in the Ordinance and in this Agreement. The Issuer agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in this Agreement and the Note.

The Maximum Commitment Amount may be reduced at the written request of the Issuer and fifteen days' notice to the Lender, together with amounts, if any, payable under Section 5.05 herein. In the event that the aggregate outstanding principal amount of Advances hereunder shall exceed the Maximum Commitment Amount, due to a reduction in the Maximum Commitment Amount or otherwise, the Issuer shall promptly repay to the Lender the principal in such amount that the Advances will no longer exceed the Maximum Commitment Amount and agrees to pay any interest accrued thereon on the next Interest Payment Date.

Section 5.02 Adjustment to Interest Rate.

(a) In the event a Determination of Taxability occurs, the Adjusted LIBOR Rate shall be adjusted to the Taxable Rate, effective retroactively to the date on which such Determination of Taxability occurred, and, for the avoidance of doubt, such retroactive amounts shall be due and payable on the next succeeding Interest Payment Date. The Issuer shall also pay to the applicable Noteholder an amount equal to any interest, penalties or charges owed by the Noteholder as a result of interest on the Note becoming included in the gross income of such Noteholder together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Noteholder in connection therewith.

(b) The Lender shall promptly notify the Issuer in writing of any notice given or made by the Internal Revenue Service or the Department of Treasury to the Noteholder as to the loss of tax exempt status of the Note and the date on which the Lender believes the interest rate on the Note has converted to the Taxable Rate. The Issuer shall promptly notify the Lender in writing of any notice given or made by the Internal Revenue Service or the Department of Treasury to the Issuer as to the loss of tax exempt status of the Note.

(c) Upon the occurrence and during the continuance of an Event of Default, the Adjusted LIBOR Rate shall be adjusted to the Default Rate.

Section 5.03 Note Not to be General Obligation. NEITHER THIS AGREEMENT NOR THE NOTE SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE ORDINANCE. No Noteholder shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Issuer or any

other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, or to maintain or continue any activities of the Issuer which generate user service charges, regulatory fees or other non-ad valorem revenues, nor shall any Noteholder be entitled to payment of such principal and interest from any other funds of the Issuer other than the Non-Ad Valorem Revenues budgeted and appropriated in accordance with Section 3.06 hereof and Pledged Funds, all in the manner and to the extent herein and in the Ordinance provided.

Section 5.04 Description and Payment Terms of the Note.

(a) To evidence the Loan, the Issuer shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit A. The Note shall be a "Designated Maturity Obligation" as defined herein and as defined in any ordinance, resolution or financing agreement heretofore or hereafter enacted, adopted or delivered by the Issuer.

(b) The Calculation Agent shall determine the Adjusted LIBOR Rate on each Computation Date and such rate shall become effective on the immediately succeeding Adjustment Date. Such Adjusted LIBOR Rate shall be in effect to and including the last day of the related Interest Period. All Advances evidenced by the Note shall bear interest at the same Adjusted LIBOR Rate. In the event an Advance is advanced on a date other than a Computation Date and no Advances are currently outstanding hereunder, the Calculation Agent shall determine the Adjusted LIBOR Rate based upon the LIBOR Index in effect two (2) London Business Days immediately preceding the date of such Advance.

(c) Unless repaid earlier pursuant to the terms hereof, the principal of and interest on the Loan and any accrued Undrawn Fees shall be repaid in full on the Final Maturity Date. The interest on the Loan shall be paid on each Interest Payment Date.

(d) The Interest Rate borne by the Note may never exceed the Maximum Rate. If, due to the limitation of the Maximum Rate, the Lender receives less interest during any Interest Period than it would be otherwise entitled to receive hereunder or under the Note but for the limitation of the Maximum Rate, during any subsequent Interest Period in which the Lender is otherwise entitled hereunder or under the Note to be paid interest and such interest is calculated at a rate which is less than the Maximum Rate, the Lender shall instead receive interest for such Interest Period computed at a rate equal to the Maximum Rate until the Lender has received, in the aggregate, the amount of interest due such Lender hereunder and under the Note but for the limitation of the Maximum Rate.

Section 5.05 Right of Prepayment.

(a) The Note may be prepaid prior to the Final Maturity Date, in whole or in part on any Business Day, without premium, subject to paragraph (b) of this Section 5.05.

(b) In the event the Lender shall incur any loss, cost, or expense (including, without limitation, any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Lender to make Advances or hold the Note or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Lender) as a result of any prepayment of the Note on a date other than an Adjustment Date (the "Breakage Expenses") for any reason, whether before or after

an Event of Default, and whether or not such payment is required by any provision of this Agreement, then upon the demand of the Lender, the Issuer shall pay to the Lender a prepayment premium in such amount as will reimburse the Lender for such Breakage Expenses. If the Lender requests such prepayment premium it shall provide to the Issuer a certificate setting forth the computation of the Breakage Expenses giving rise to the request for such prepayment premium in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 5.06 Requisitions for Advances; Other Conditions.

(a) Upon three (3) Business Days' written notice to the Lender, the Issuer may borrow an aggregate principal amount from time to time up to the Available Amount, by requesting Advances hereunder and under the Note, provided that no Advance will be made after the Final Maturity Date and provided further that not more than two (2) Advances may be made during any 30-day period. Amounts advanced and repaid may not be re-advanced. Each Advance must be in an amount in an integral multiple of \$1,000 and equal to or greater than \$500,000 or such lesser amount equal to the Available Amount (with the exception of the initial Advance which shall be in the principal amount of \$897,000). The Issuer's obligation to pay the principal of, and interest on the Advances made hereunder shall be evidenced by the Note and the records of the Lender, updated for each Advance and each principal repayment, shall be conclusive absent manifest error. Any request for any Advance received by the Lender after 2:00 p.m. Eastern time shall be deemed received on the next Business Day.

(b) The Lender shall not be obligated to make any Advances unless (i) no Default or Event of Default has occurred and is continuing; (ii) the representations and warranties of the Issuer in this Agreement shall be true on correct on the date of such Advance and (iii) the Issuer delivers to the Lender a written request for such Advance, in substantially the form attached as Exhibit B hereto, executed by the Mayor, the City Manager or the Finance Director, indicating the principal amount of the Advance requested, the date on which such Advance is to be made, and certifying as to the foregoing clauses (i) and (ii).

(c) Upon the satisfaction of the applicable conditions set forth herein, the Lender will make the proceeds of each Advance available to the Issuer on the date specified in the applicable request for an Advance by effecting a wire transfer of such amount by the Lender's close of business of the date of such Advance in immediately available funds to an account designated in writing by the Issuer to the Lender, or in such other manner as requested in the request for the Advance.

Section 5.07 Computation of Interest and Fees; Application of Payments. All computations of interest and fees hereunder shall be made on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed. All payments made on the Note shall be applied first to interest accrued to the date of payment and next to the unpaid principal balance.

Section 5.08 Fees.

(a) The Issuer shall pay to the Lender an unused commitment fee in the amount of 20 basis points (0.20%) per annum on the Available Amount (the "Undrawn Fee") for the period commencing on the Delivery Date and ending on the Final Maturity Date or such

earlier date on which the Lender's commitment is terminated pursuant to the terms hereof. The Undrawn Fee shall be payable quarterly in arrears on the first Business Day of each January, April, July and October, with the first such payment commencing on January 2, 2020. As set forth in Section 5.01 hereof, upon the written request of the Issuer and fifteen days' notice to the Lender, the Maximum Commitment Amount may be permanently reduced to avoid future Undrawn Fees. If the Undrawn Fee shall not be paid on the applicable payment date, such unpaid amount shall bear interest at the Default Rate until it shall be paid.

(b) In connection with each amendment of this Agreement or any other Loan Document, or consent or waiver by the Lender under this Agreement or any other Loan Document, the Issuer shall pay to the Lender an amendment, consent or waiver fee in a minimum amount of \$2,500, plus associated legal expenses.

ARTICLE VI EVENTS OF DEFAULT

Section 6.01 General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) payment of (i) principal of or interest on any Loan or the Note, (ii) any Non-Ad Valorem Revenue Obligations other than the Note in an amount in excess of \$1,000,000, or (iii) the Undrawn Fee shall not be made when the same shall become due and payable, either at maturity or on required payment dates by proceedings for redemption or otherwise; or

(b) the Issuer shall fail to comply with any of the covenants and obligations of the Issuer hereunder (other than those referred to in paragraph (a) above) and such failure shall continue unremedied for a period of sixty (60) days after notice by the Lender of such occurrence, provided, however, a breach or default under Section 3.07 hereof, shall not be an Event of Default hereunder; or

(c) any representation or warranty made in writing by or on behalf of the Issuer in this Agreement or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) Any event of default, howsoever styled, shall occur in connection with any Non-Ad Valorem Revenue Obligations other than the Note in an outstanding principal amount of greater than or equal to \$1,000,000 that results in or entitles the credit thereunder to cause the acceleration of the payment of principal on such Additional Indebtedness; or

(e) the Issuer admits in writing its inability to pay its debts generally as they become due or files a petition as a debtor in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(f) the Issuer is adjudged insolvent by a court of competent jurisdiction, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(g) the Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Notwithstanding anything herein to the contrary, a breach or a default of any of the covenants contained in Section 3.07 hereof shall not be an Event of Default hereunder and the sole remedy of the Lender shall be an adjustment to the Interest Rate on the Note to the Taxable Rate to the extent and in the manner described herein and in the Note.

Section 6.02 Remedies of Lender. Upon the occurrence and during the continuance of any Event of Default, the Adjusted LIBOR Rate shall be adjusted to the Default Rate and the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the Issuer, declare the obligation of the Lender to make Advances hereunder to be terminated, whereupon such commitment and obligation shall be terminated;

(b) cure any Default, Event of Default or event of nonperformance hereunder or under any Loan Document; *provided, however*, that the Lender shall have no obligation to effect such a cure; and

(c) exercise, or cause to be exercised, any and all remedies as it may have hereunder or under the Note and as otherwise available at Law and at equity.

Nothing in this Section shall be construed to prohibit the Issuer from taking any action, to the extent permitted by applicable Law, to remedy any Event of Default. Except as provided in Section 3.01(i), the remedy of acceleration upon an Event of Default shall not be available with respect to the Note.

ARTICLE VII MISCELLANEOUS

Section 7.01 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the Note shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by Law or in equity.

Section 7.02 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified without the prior written consent of the Lender and the Issuer. The Lender shall receive a Favorable Opinion of Note Counsel as a condition to any amendment that modifies the Final Maturity Date or the Interest Rate on the Note.

Section 7.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Issuer in connection herewith shall be in full force and effect from the Delivery Date and shall continue in effect until as long as the Note is outstanding and unpaid.

Section 7.06 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case, notice shall be sent to:

If to the Issuer: City of Lakeland, Florida
Office of the City Attorney
228 S. Massachusetts Avenue
Lakeland, Florida 33801

If to the Lender: Wells Fargo Bank, National Association
Attn: Todd Morley, Senior Vice President
800 Magnolia Ave. Suite 701
Orlando, Florida 32803

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 7.06.

Section 7.07 Applicable Law. This Agreement, the Note and transactions contemplated herein, shall be construed pursuant to and governed by the substantive laws of the State.

Section 7.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Issuer shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Lender.

Section 7.09 Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 7.10 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no other person shall have any rights or privileges hereunder.

Section 7.11 No Advisory or Fiduciary Relationship. In connection with all aspects of the transactions contemplated by this Agreement and the Note (including in connection with any amendment, waiver or other modification of this Agreement or the Note), the Issuer acknowledges that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Note provided by the Lender are arm's length commercial transactions between the Issuer on the one hand, and the Lender on the other hand, (ii) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the Note; (b)(i) the Lender is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Issuer or any other Person and (ii) the Lender does not have any obligation to the Issuer with respect to the transactions contemplated by this Agreement and the Note, except those obligations expressly set forth herein; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Lender does not have any obligation to disclose any of such interests to the Issuer.

Section 7.12 Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.13 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 7.14 Jurisdiction; Venue; Waiver of Jury Trial. In the event that any action, suit or other proceeding is brought in connection with this Agreement, the parties hereto hereby (i) irrevocably consent to the exercise of jurisdiction over them and, to the extent permitted by applicable Laws, their property, by the United States District Court for the Middle District of Florida, Tampa Division or the Circuit Court of Polk County, Florida, and (ii) irrevocably waive any objection they or either of them might now or hereafter have or assert to the venue of any such proceeding in any court described in clause (i) above.

THE LENDER AND THE ISSUER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTE OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

Section 7.15 Successors and Assigns.

(a) *Generally.* This Agreement is a continuing obligation and shall be binding upon the Issuer, its successors, transferees and assigns and shall inure to the benefit of the Lender and each Transferee and their respective permitted successors, transferees and assigns. The Issuer may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. The Lender and each Transferee may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole and not in part, this Agreement and its interest in the Note in accordance with the provisions of subsections (b) or (c) below. The Lender and each Transferee may at any time and from time to time pledge or assign a certain security interest in accordance with the provisions of subsection (d) below and enter into participation agreements in accordance with the provisions of subsection (e) below.

(b) *Sales and Transfers to a Bank Transferee.* Without limitation of the foregoing generality, the Lender may at any time sell or otherwise transfer the Note in whole and not in part to a Person that is (i) an Affiliate of the Lender or (ii) a trust or other custodial arrangement established by the Lender or an Affiliate of the Lender, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a "Bank Transferee"). From and after the date of such sale or transfer, Wells Fargo Bank, National Association (and its successors) shall continue to have all of the rights of the Lender hereunder as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this subsection shall in any way affect the obligations of the Lender hereunder, (B) the Issuer shall be required to deal only with the Lender with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this subsection, only the Lender shall be entitled to enforce the provisions of this Agreement against the Issuer.

(c) *Sales and Transfers to a Non-Bank Transferee.* (i) Without limitation of the foregoing generality, the Lender or any Owner may at any time sell or otherwise transfer to a transferee which is not a Bank Transferee but which constitute a Qualified Holder (each a "Non-Bank Transferee") in the Note in whole and not in part if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Issuer by such selling Owner, and (B) the Non-Bank Transferee shall have delivered to the Lender and the selling Owner, an Investor Letter in substantially the form attached as Exhibit C hereto. (ii) From and after the date the Issuer and the selling Owner have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of an Owner hereunder, and any reference to the assigning Owner hereunder and under this Agreement shall thereafter refer to the Non-Bank Transferee, and (B) the assigning Owner shall relinquish its rights and be released from its obligations hereunder.

(d) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement and the Note to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

(e) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender's interest in this Agreement and the Note to one or more Participants, and such Participants shall, except as set forth in the clause (ii) of this subsection, be entitled to the benefits of the this Agreement and the Note to the same extent as if they were a direct party to this Agreement; provided, however, that (i) no such participation by any such Participant shall in any way affect the obligations of the Lender hereunder and (ii) the Issuer shall be required to deal only with the Lender with respect to any matters under this Agreement and the Note and no such Participant shall be entitled to enforce against the Issuer any provision hereunder.

Section 7.16 USA Patriot Act Notification; Government Regulation. The Lender hereby notifies the Issuer that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (as amended from time to time, the "Patriot Act"), the Lender may be required to obtain, verify and record information that identifies the Issuer, which information may include the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the Patriot Act, and the Issuer hereby agrees to take any action necessary to enable the Lender to comply with the requirements of the Patriot Act.

Section 7.17 Expenses. The Issuer shall pay all out of pocket expenses of the Lender including the fees and expenses of counsel to the Lender in connection with (i) the preparation of this Agreement and the Loan Documents (in an amount not to exceed \$20,000 which shall be paid by the Issuer directly to Kutak Rock LLP), (ii) any waiver or consent hereunder or any amendment hereof or (iii) the enforcement or protection of the Lender's rights during or after any Default or Event of Default or alleged Default or Event of Default hereunder.

Section 7.18 Survival of Representations and Warranties. All agreements, covenants, representations and warranties contained in this Agreement and in any certificate delivered pursuant hereto shall survive the execution and delivery of this Agreement.

Section 7.19 EMMA Postings. In the event the Issuer files with EMMA this Agreement, any Loan Documents or any description of the material terms thereof or notice of any agreement to covenants, events of default, remedies, priority rights or other similar terms, either voluntarily or as required pursuant a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule") (each such posting, an "EMMA Posting"), the Issuer shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) except to the extent required by Law, shall not file or permit the filing of any EMMA Posting that includes Confidential Information. The Issuer acknowledges and agrees that although the Lender may request review, edits or redactions of such materials prior to filing, the Lender is not responsible for the Issuer's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other Laws, including, but not limited to, those relating to the Rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

CITY OF LAKELAND, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Todd Morley
Title: Senior Vice President

EXHIBIT A

November 20, 2019

Not to Exceed
\$32,000,000

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS, AS MORE FULLY DESCRIBED IN SECTION 7.15 OF THE LOAN AGREEMENT.

CITY OF LAKELAND, FLORIDA
REVENUE NOTE, SERIES 2019 (AMT)

CUSIP No. _____

The City of Lakeland, Florida (the "Issuer"), a municipal corporation created and existing under the laws of the State of Florida, for value received, promises to pay, but solely from the sources hereinafter provided, to the order of Wells Fargo Bank, National Association or registered assigns permitted under the hereinafter described Agreement (hereinafter, the "Owner"), the principal sum of \$32,000,000 or such lesser amount as shall have been advanced and shall be outstanding hereunder, together with interest on the principal balance outstanding at the Interest Rate. All computations of interest and fees hereunder shall be made on the basis of a year of 365 or 366 days, as applicable, for the actual number of days elapsed.

All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed to such terms by the Loan Agreement dated as of November 20, 2019 between the Issuer and Wells Fargo Bank, National Association (the "Agreement"). In the event of any inconsistencies as between the Agreement and the Note, the terms and provisions of the Agreement shall control.

Principal of and interest on this Note are payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer.

Interest shall be payable monthly in arrears on the first Business Day of each month commencing January 2, 2020 (each an "Interest Payment Date").

If the date for payment of the principal of or interest on this Note shall be a day other than a Business Day, and payment on the next Business Day shall have the same force and effect as if made on the nominal date of payment.

Upon the occurrence and during the continuance of an Event of Default, the Interest Rate on this Note will increase to the Default Rate.

The entire unpaid principal balance, together with all accrued and unpaid interest hereon and any fees under the Agreement, shall be due and payable in full on February 1, 2021, or such later date which the Agreement may be extended or renewed at the sole discretion of the Lender and in accordance with Section 7.02 of the Agreement, together with a Favorable Opinion of Note Counsel. All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

This Note is payable solely from Pledged Funds to the extent provided in the Agreement and subject to the pledge of the Pledged Funds as more specifically provided in the Ordinance and the Agreement. Notwithstanding any other provision of this Note the Issuer shall not be monetarily liable in connection herewith from any property other than as provided in the Agreement and the Ordinance.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE AGREEMENT OR THE ORDINANCE TO THE CONTRARY, THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES DESIGNATED THEREFOR PURSUANT TO THE AGREEMENT, THIS NOTE AND THE ORDINANCE. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE ISSUER IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

The principal of this Note may be prepaid at the option of the Issuer in whole or in part at any time subject to the conditions set forth in the Agreement.

Principal amounts advanced and repaid under this Note may not be re-advanced.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

In the event of a Determination of Taxability, the interest rate shall be adjusted to the Taxable Rate, effective retroactively to the date on which the interest on this Note was not excludable to the holder of this Note for federal income tax purposes.

This Note is issued pursuant to Ordinance No. _____ duly adopted by the Issuer on November 18, 2019, and the Agreement, and is subject to all the terms and conditions of the Agreement. All terms, conditions and provisions of the Agreement are by this reference thereto incorporated herein as a part of this Note.

This Note is not subject to acceleration except to the extent and in the manner set forth in Section 3.01(i) of the Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate the Act or any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Lakeland, Florida has caused this Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its Clerk of the Commission, and its seal to be impressed hereon, all as of this 20th day of November, 2019.

CITY OF LAKELAND, FLORIDA

(SEAL)

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

EXHIBIT B

REQUISITION NO. _____

CITY OF LAKELAND, FLORIDA
REVENUE NOTE,
SERIES 2019

REQUISITION FOR ADVANCES

The City of Lakeland, Florida (the "Issuer"), pursuant to that certain Loan Agreement (the "Agreement") dated as of November 20, 2019, between the Issuer and Wells Fargo Bank, National Association (the "Lender"), does hereby make application to the Lender under the Agreement for disbursement of funds to pay a portion of the Costs of the Project (all terms used herein in capitalized form having the meanings given to those terms in the Agreement) in the following manner:

Amount Requested: \$ _____

Date Advance to be made: _____

Proceeds of the Advance to be distributed as follows:

- Wire Transfer (Account Number _____,
Routing Number _____)
- Check sent to City of Lakeland, Florida, _____,
_____, _____, or such other address as
attached hereto.
- Account Transfer (Account Number _____)

All representations and statements made herein are for the benefit of the Lender and the other parties related to the issuance of the Note and may not be relied upon by third parties.

The undersigned certifies that:

- (i) No Default or Event of Default under the Agreement has occurred and is continuing; and
- (ii) All representations and warranties of the Issuer contained in the Agreement are true and correct as of the date hereof (except for the representations made as of a specific date).

Dated as of _____, 20__.

CITY OF LAKELAND, FLORIDA

By: _____
Title: _____

APPROVED:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Title: _____

EXHIBIT C

FORM OF INVESTOR LETTER

November 20, 2019

City of Lakeland, Florida
228 S. Massachusetts Avenue
Lakeland, Florida 33801

Re: Not to Exceed \$32,000,000 City of Lakeland, Florida Revenue Note,
Series 2019 (AMT)

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our purchase of all of the above-referenced note (the "*Note*"), dated its date of issuance. The Note was issued under and secured in the manner set forth pursuant to the Loan Agreement dated as of November 20, 2019, between the City of Lakeland, Florida (the "*Issuer*") and Wells Fargo Bank, National Association (the "*Lender*," the "*undersigned*," "*us*" or "*we*," as applicable) (the "*Loan Agreement*"). We hereby represent and warrant to you and agree with you as follows:

1. We understand that the Note has not been registered pursuant to the Securities Act of 1933, as amended (the "*1933 Act*"), the securities laws of any state nor has the Loan Agreement been qualified pursuant to the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth therein. We acknowledge that the Note (i) is not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state and (ii) will not be listed on any securities exchange.

2. We have not offered, offered to sell, offered for sale or sold the Note by means of any form of general solicitation or general advertising, and we are not an underwriter of the Note within the meaning of Section 2(11) of the 1933 Act.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Note.

4. We have authority to own the Note and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the ownership of the Note.

5. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.

6. The Lender is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and is a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization

for Economic Cooperative and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus of not less than \$5,000,000,000 as of the date hereof, and is able to bear the economic risks of such investment.

7. The undersigned understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The undersigned has made its own inquiry and analysis with respect to the Issuer, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

8. The undersigned acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Agreement, the Note and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Note.

9. The Lender is purchasing the Note at a price equal to 100% of the principal amount thereof. The Note is being acquired by the Lender for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Lender reserves the right to sell, transfer or redistribute the Note pursuant to the Loan Agreement.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: Todd Morley

Title: Senior Vice President

EXHIBIT D

FORM OF LENDER'S TAX CERTIFICATE

November 20, 2019

Holland & Knight LLP
2115 Harden Boulevard
Lakeland, Florida 33803

Re: Not to Exceed \$32,000,000 City of Lakeland, Florida Revenue Note,
Series 2019 (AMT)

In connection with the above-referenced Note, issued under and secured in the manner set forth pursuant to the Loan Agreement dated as of November 20, 2019, between the City of Lakeland, Florida (the "*Issuer*") and Wells Fargo Bank, National Association (the "*Lender*," the "*undersigned*," "*us*" or "*we*," as applicable) (the "*Loan Agreement*"), the undersigned authorized officer of the Lender hereby certifies as follows:

On the date of this certificate we are purchasing the Note at a price of 100% of the principal amount thereof. We are not acting as an Underwriter (as defined below) with respect to the Note. We have not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and we have not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than ourselves or parties related to ourselves. The purchase price of the Note and the interest rate thereon were negotiated in an arms-length transaction between the Lender, a willing buyer, and the Issuer, a willing seller.

Defined Terms:

(a) "Public" means any person (including an individual, trust, estate, partnership, association or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The undersigned understand that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate executed by the Issuer in connection with the issuance of the Note and with respect to compliance with the federal income tax rules affecting the Note, and by Holland & Knight, LLP, Note Counsel, in connection with rendering its opinion that interest on the Note is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and

other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: Todd Morley

Title: Senior Vice President

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