

RESOLUTION NO. 2023-__

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, SUPPLEMENTING THE ORDINANCE ENACTED ON APRIL 11, 2023, WHICH AUTHORIZED THE BORROWING OF MONEY; AUTHORIZING THE ISSUANCE OF ITS \$5,852,377.38 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2023A, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PROJECTS, AS MORE FULLY DESCRIBED HEREIN; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO TD BANK, N.A., PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, THE VILLAGE OF PINECREST, FLORIDA, AND TD BANK, N.A.; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, participating governmental units have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for qualified projects; and

WHEREAS, the Council administers a financing program within the State of Florida (the "State") whereby funds are provided by a qualified lending institution and loaned directly to the participating local government to finance, refinance, or reimburse the costs of qualifying projects and secured by a debt obligation issued by such participating local government (the "Program"); and

WHEREAS, through the Program, participating local governments receive access to the Council's team of professionals and pre-reviewed set of form financing documents, and the Council coordinates the financing process and professionals through loan closing; and

WHEREAS, the Village of Pinecrest, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida (the "State"); and

WHEREAS, on April 11, 2023, the Issuer duly enacted an ordinance (the "Ordinance") authorizing the borrowing of money and the issuance of debt to finance the construction, acquisition, renovation, and equipping of certain capital improvements, including, but not limited to: (i) the construction, acquisition, renovation, and equipping of various park, athletic, and recreational facilities at some or all of the following parks: Suniland Park, Flagler Grove Park, Veterans Park, Coral Pine Park, and Gary Matzner Park; and (ii) construction, acquisition,

renovation, and equipping of Kendall Drive Shared Use Path, all as more particularly described in the plans and specifications on file with the Issuer, as the same may be amended and supplemented from time to time by the Issuer (collectively, the "Projects"); and

WHEREAS, the Issuer is authorized pursuant to the provisions of the Constitution of the State, Chapter 166, Florida Statutes, the Charter of the Issuer and other applicable provisions of law, each as amended, and the Ordinance to participate in the Program and to borrow funds to finance the costs of the Projects (the "Loan"); and

WHEREAS, it is determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance the Projects, and that the Projects serve a public purpose;

WHEREAS, it is determined that it is necessary and desirable and in the best interest of the Issuer to issue its \$5,852,377.38 Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A (the "Note") pursuant to a Loan Agreement, by and among the Issuer, the Council, and TD Bank, N.A. (the "Lender"), in substantially the form attached hereto as Exhibit A (the "Loan Agreement"), to finance the costs of the Projects and to finance the transaction costs associated with the issuance of the Note; and

WHEREAS, debt service on the Note and any other amounts due under the Loan Agreement will be secured by a covenant to budget and appropriate legally available non-ad valorem revenues of the Issuer (the "Non-Ad Valorem Revenues"), as further described in the Ordinance, this Resolution, and in the Loan Agreement; and

WHEREAS, the Non-Ad Valorem Revenues are estimated to be sufficient to pay all principal of and interest on the Note, as the same becomes due, and to make all other deposits or payments required by the Ordinance, this Resolution, and the Loan Agreement; and

WHEREAS, the Issuer received proposals from a number of financial institutions in response to the Issuer's request for proposals, dated March 21, 2023; and

WHEREAS, it is determined that it is necessary and desirable and in the best interest of the Issuer to authorize the Mayor, or his or her duly authorized designee, to accept the proposal from the Lender to extend credit to the Issuer by obtaining a loan evidenced by the Note upon the terms and conditions set forth in the Ordinance, this Resolution, the Loan Agreement, and in the term sheet, dated April 17, 2023, submitted by the Lender with respect to the Note, a copy of which is attached hereto as Exhibit B (the "Loan Commitment"); and

WHEREAS, due to the present volatility of the market for tax-exempt obligations such as the Note and the complexity of the transactions relating to the Note, including the duration of the Note and its maturity date and the relatively small size of the principal amount of the Note, it is in the best interest of the Issuer that the Note be issued on a negotiated basis to the Lender; and

WHEREAS, the Issuer will be provided all applicable disclosure information by the Lender as required by Section 218.385, Florida Statutes; and

WHEREAS, the Note shall not constitute a general obligation, or a pledge of the faith, credit, or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State, nor any political subdivision thereof, nor the Issuer shall be obligated to (i) exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of and interest on the Note, or any other amounts due under the Loan Agreement, or (ii) to pay the same from any other funds of the Issuer except from the Non-Ad Valorem Revenues budgeted and appropriated and deposited to the debt service fund established in the Loan Agreement, all in the manner provided in this Resolution and the Loan Agreement. The Note shall not constitute a lien on any property owned or situated within the limits of the Issuer.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PINECREST, FLORIDA, as follows:

SECTION 1. **ADOPTION OF REPRESENTATIONS.** The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. **AUTHORITY.** This Resolution is adopted pursuant to the Constitution of the State, Chapter 166, Florida Statutes, the Charter of the Issuer, the Ordinance, and other applicable provisions of law, each as amended (collectively, the "Act").

SECTION 3. **AUTHORIZATION OF THE PROJECTS.** The Issuer does hereby authorize the acquisition and construction of the Projects.

SECTION 4. **AUTHORIZATION OF THE LOAN AGREEMENT.** To provide for the security of the Note and to express the contract among the parties to the Loan Agreement, the Issuer does hereby authorize and direct the Mayor or Vice Mayor of the Issuer, or their duly authorized designee (the "Mayor"), as attested by the Village Clerk of the Issuer, or his or her duly authorized designee (the "Village Clerk"), and approved as to form by the Village Attorney, or his or her duly authorized designee (the "Village Attorney"), if required, to execute and deliver the Loan Agreement and to undertake all actions in respect to the Loan Agreement, which is in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, after consultation with the Village Attorney, the execution thereof being conclusive evidence of such approval.

SECTION 5. **AUTHORIZATION OF THE NOTE.** Subject and pursuant to the provisions of this Resolution, the Ordinance, and the terms and provisions of the Loan Agreement, an obligation of the Issuer to be designated as "Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A" is hereby authorized to be issued, which Note shall

evidence amounts outstanding under the Loan Agreement and will be repaid in accordance with the terms of the Loan Agreement. The proceeds of the Note shall be used for the principal purpose of financing all or a portion of the costs of the Projects and financing certain costs of issuance incurred with respect to the Loan, which such costs shall include costs of issuance incurred by the Issuer, the Lender, and the Council.

SECTION 6. DESCRIPTION OF THE NOTE.

(A) The Note is to be issued as a single, fully registered note in a principal amount of \$5,852,377.38; shall be dated its date of delivery and shall mature on October 1, 2042 (the "Maturity Date"). The Note shall bear a fixed interest rate of 3.92% per annum, subject to adjustment as set forth in the Note, and interest shall be payable on each April 1 and October 1, commencing October 1, 2023, and thereafter until the principal amount of the Note has been paid. Interest shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each. Principal shall be payable annually on October 1, commencing on October 1, 2023, and thereafter, through and including, the Maturity Date.

(B) The Note shall be subject to optional prepayment as set forth in the Loan Agreement.

SECTION 7. EXECUTION OF THE NOTE. The Note shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor, and the official seal of the Issuer shall be imprinted thereon, attested, countersigned, and authenticated with the manual or facsimile signature of the Village Clerk, and approved as to form and legal sufficiency by the Village Attorney, if necessary. In case any one or more of the officers who shall have signed or sealed the Note, or whose facsimile signature shall appear thereon, shall cease to be such officer of the Issuer before the Note so signed and sealed has been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office of the Issuer, although, at the date of such Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Note shall be actually sold and delivered.

SECTION 8. FORM OF THE NOTE. The text of the Note shall be in substantially the form set forth on Exhibit C of the Loan Agreement with such changes, amendments, modifications, deletions, and additions as may be approved by the Mayor, upon consultation with the Village Attorney, the execution thereof being conclusive evidence of such approval.

SECTION 9. NEGOTIATED SALE OF THE NOTE.

(A) Due to the present volatility of the market for tax-exempt obligations such as the Note and the complexity of the transactions relating to the Note, including the duration of the Note and the relatively small size of the principal amount of the Note, it is in the best interest of the Issuer that the Note be issued on a negotiated basis to the Lender.

(B) Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit C and a Disclosure Letter containing the information required by section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit D.

SECTION 10. PAYMENT OF THE NOTE; LIMITED OBLIGATION.

(A) The principal of and interest on the Note shall be secured by a covenant to budget and appropriate legally available Non-Ad Valorem Revenues in accordance with the Ordinance, this Resolution, and the Loan Agreement.

(B) THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTE, AND ALL OTHER AMOUNTS DUE UNDER THE LOAN AGREEMENT, AND HOLDERS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL OR INTEREST, OR ALL OTHER AMOUNTS DUE UNDER THE LOAN AGREEMENT. THE NOTE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, AND SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE NON-AD VALOREM REVENUES ACTUALLY BUDGETED, APPROPRIATED, AND DEPOSITED INTO A DEBT SERVICE FUND ESTABLISHED FOR SUCH PURPOSE, ALL IN THE MANNER AND TO THE EXTENT DESCRIBED IN THIS RESOLUTION AND THE LOAN AGREEMENT. THE NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

SECTION 11. OTHER INSTRUMENTS. The Mayor, the Village Clerk, the Village Manager, the Village Finance Director, the Village Attorney, and other officers, attorneys, and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by the Ordinance, this Resolution, and the Loan Agreement or desirable or consistent with the requirements thereof and hereof, for the full, punctual, and complete performance of all of the terms, covenants, and agreements contained in the Note, the Ordinance, this Resolution, and the Loan Agreement, and they are hereby authorized to execute and deliver all documents which shall be required by note counsel, the Financial Advisor, or the Council to effectuate the issuance of the Note. All action taken to date by the officers, attorneys, and any

other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed, and ratified.

SECTION 13. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall 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 separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 14. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 9th day of May, 2023.

Joseph M. Corradino
Mayor

ATTEST:

Priscilla Torres, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Mitchell A. Bierman
Village Attorney

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and among

TD BANK, N.A.,

FLORIDA MUNICIPAL LOAN COUNCIL,

and

VILLAGE OF PINECREST, FLORIDA

Dated as of May 1, 2023

VILLAGE OF PINECREST, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2023A

This Instrument Prepared By:

Jason M. Breth, Esquire
Bryant Miller Olive P.A.
1545 Raymond Diehl Road, Suite 300
Tallahassee, Florida 32308

and

JoLinda Herring, Esquire
Bryant Miller Olive P.A.
SunTrust International Center
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	2
SECTION 1.01. DEFINITIONS.....	2
SECTION 1.02. USES OF PHRASES.	8
ARTICLE II REPRESENTATIONS, WARRANTIES, AND COVENANTS OF ISSUER	8
SECTION 2.01. REPRESENTATIONS, WARRANTIES, AND COVENANTS.	8
SECTION 2.02. COVENANTS OF THE ISSUER.	12
SECTION 2.03. ISSUER PAYMENTS.	20
ARTICLE III THE LOAN AND THE NOTE	20
SECTION 3.01. ISSUANCE OF THE NOTE AND THE LOAN.....	21
SECTION 3.02. EVIDENCE OF LOAN.	21
SECTION 3.03. PURCHASE OF NOTE.....	21
SECTION 3.04. DESCRIPTION OF THE NOTE.	21
SECTION 3.05. LOAN FOR PURPOSE OF FINANCING THE PROJECTS.	21
ARTICLE IV LOAN TERM AND LOAN CLOSING REQUIREMENTS	21
SECTION 4.01. COMMENCEMENT OF LOAN TERM.	21
SECTION 4.02. TERMINATION OF LOAN TERM.	21
SECTION 4.03. LOAN CLOSING SUBMISSIONS.	22
SECTION 4.04. ADMINISTRATION FEE.....	23
ARTICLE V LOAN REPAYMENTS	23
SECTION 5.01. PAYMENT OF BASIC PAYMENTS.	23
SECTION 5.02. PAYMENT OF ADDITIONAL PAYMENTS.	23
SECTION 5.03. OBLIGATIONS OF ISSUER UNCONDITIONAL.....	24
SECTION 5.04. PREPAYMENT.....	24
SECTION 5.05. ADJUSTMENT TO RATE OF INTEREST.....	25
ARTICLE VI DEFEASANCE	25
SECTION 6.01. DEFEASANCE OF THE LOAN AGREEMENT AND THE NOTE.	25
ARTICLE VII ASSIGNMENT AND PAYMENT BY THIRD PARTIES	26
SECTION 7.01. ASSIGNMENT OF LOAN AGREEMENT.....	26
SECTION 7.02. NO PARTNERSHIP, ETC.	26
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES	27
SECTION 8.01. EVENTS OF DEFAULT DEFINED.	27
SECTION 8.02. NOTICE OF DEFAULT.....	29

SECTION 8.03. REMEDIES ON DEFAULT.....	29
SECTION 8.04. NO REMEDY EXCLUSIVE; WAIVER, NOTICE.....	29
SECTION 8.05. APPLICATION OF MONEYS.	30
SECTION 8.06. CROSS DEFAULT.....	Error! Bookmark not defined.
ARTICLE IX MISCELLANEOUS.....	30
SECTION 9.01. NOTICES.	30
SECTION 9.02. BINDING EFFECT.....	31
SECTION 9.03. SEVERABILITY.	31
SECTION 9.04. AMENDMENTS, CHANGES, AND MODIFICATIONS.....	31
SECTION 9.05. EXECUTION IN COUNTERPARTS.....	31
SECTION 9.06. APPLICABLE LAW; VENUE.....	31
SECTION 9.07. BENEFIT OF NOTEHOLDER.....	31
SECTION 9.08. CONSENTS AND APPROVALS.....	31
SECTION 9.09. IMMUNITY OF OFFICERS, EMPLOYEES, AND MEMBERS OF COUNCIL AND ISSUER. 31	31
SECTION 9.10. CAPTIONS.....	32
SECTION 9.11. NO PECUNIARY LIABILITY OF COUNCIL.	32
SECTION 9.12. PAYMENTS DUE ON HOLIDAYS.	32
SECTION 9.13. CALCULATIONS.	32
SECTION 9.14. TIME OF PAYMENT.....	32
SECTION 9.15. WAIVER OF JURY TRIAL.....	32
 EXHIBIT A: USE OF LOAN PROCEEDS	
EXHIBIT B: OPINION OF ISSUER'S COUNSEL	
EXHIBIT C: FORM OF NOTE	

LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement"), dated as of May 1, 2023, and entered into among TD BANK, N.A., and its successors and assigns (the "Lender"), the FLORIDA MUNICIPAL LOAN COUNCIL (the "Council"), a separate legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State, and the VILLAGE OF PINECREST, FLORIDA (the "Issuer"), a duly constituted municipality under the laws of the State.

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Loan Agreement; and

WHEREAS, the Council is a separate legal entity and public body corporate and politic duly created and existing under the laws of the State organized and existing under and by virtue of the Interlocal Agreement by and among, initially, the City of DeLand, Florida, the City of Rockledge, Florida, and the City of Stuart, Florida, as amended and supplemented, together with the additional governmental entities who become members of the Council, in accordance with Chapter 163, Part I, Florida Statutes, as amended; and

WHEREAS, the Council has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Council's administering a financing program within the State whereby funds are provided by a qualified lending institution and loaned directly to the participating local government to finance, refinance, or reimburse the costs of qualifying projects and secured by a debt obligation issued by the participating local government; and

WHEREAS, the Issuer is authorized under and pursuant to the Act, the Ordinance, and the Resolution, to participate in the Program, enter into this Loan Agreement, and issue the Note for the purposes set forth herein; and

WHEREAS, pursuant to the authority of the Act, the Council desires to assist the Issuer in participating in the Program to provide a loan evidenced by the Note issued by the Issuer in an amount necessary to enable the Issuer to finance or reimburse the Costs of the Projects; and

WHEREAS, pursuant to the authority of the Act, the Ordinance, and the Resolution, the Issuer desires to issue the Note and borrow such amount subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Issuer has determined that it is necessary, desirable, and in the best interests of the Issuer and its citizens, visitors, property owners, and workers, and to serve a public purpose that the Projects be financed and completed; and

WHEREAS, the Issuer has determined that the lending of funds by the Lender to the Issuer pursuant to the terms of this Loan Agreement will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Issuer, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities, and programs and will promote the most efficient and economical development of such services, facilities, and programs in the State and the areas served by the Issuer; and

WHEREAS, the Issuer has determined that a covenant to budget and appropriate Non-Ad Valorem Revenues shall secure the Issuer's payment obligations under this Loan Agreement and the Note; and

WHEREAS, neither the Issuer nor the State or any political subdivision thereof, shall in any way be obligated to pay the principal of or interest on the Note, except that the Note shall be payable by the Issuer and secured solely from the funds and revenues pledged under and pursuant to this Loan Agreement, as the same shall become due, and the issuance of the Note hereunder shall not directly, indirectly, or contingently obligate the Issuer, the State, or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment; and

WHEREAS, the Lender is willing to extend credit to the Issuer by paying a purchase price for the Note as set forth herein in order to provide the funds to finance the Loan.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS.

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other hereinafter defined words and terms, shall have the meanings as therein defined.

"Accountant" means the independent certified public accountant or firm of independent certified public accountants employed by the Issuer under the provisions of this Loan Agreement to perform and carry out the duties imposed on the Accountant by this Loan Agreement.

"Act" means, collectively, to the extent applicable to the Issuer, Article VIII, Section 2 of the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law, each as amended.

"Additional Payments" means payments required by Section 5.02 hereof.

"Administration Fee" means the fee by that name described in Section 4.04 hereof.

"Audit" means the audited financial statements of the Issuer.

"Authorized Representative" means, when used pertaining to the Council, the Chairman of the Council and such other designated members, agents, or representatives as may hereafter be selected by Council resolution; and, when used with reference to the Issuer, means the Person performing the functions of the Mayor or Vice Mayor thereof or other officer authorized to exercise the powers and perform the duties of the Mayor; and, when used with reference to an act or document, also means any other Person authorized by resolution or ordinance to perform such act or sign such document.

"Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year.

"Basic Payments" means the payments denominated as such in Section 5.01 hereof.

"Business Day" means any day of the year which is not a Saturday or Sunday or a day on which banking institutions located in New York, New York or the State are required or authorized to remain closed.

"Certificate," "Statement," "Request," "Requisition," and "Order" of the Council means, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Council by its Chairman, Program Administrator, or such other Person as may be designated and authorized to sign for the Council; or of the Issuer means, respectively, a written certificate, statement, request, requisition, or order signed in the name of the Issuer by its Mayor or Vice Mayor, or such other Person as may be designated and authorized to sign for the Issuer. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion, or representation, and the two or more so combined shall be read and construed as a single instrument.

"Closing" means the closing of the Loan pursuant to this Loan Agreement.

"Closing Memorandum" means the Closing Memorandum for the Note, dated May 11, 2023, and providing the details for the delivery of the Note, the receipt and application of the proceeds of the Note and other moneys, and the costs of issuance to be paid with respect to the Note.

"Code" means the Internal Revenue Code of 1986, as amended, from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions).

"Costs" means all or a portion of the costs of undertaking the Projects including, but not limited to: the purchase price of any project acquired; the cost of constructing or acquiring improvements; the cost of construction, extension, or enlargement; the cost of all lands, properties, rights, easements and franchises acquired; the cost of all machinery and equipment, financing charges, interest during construction; and, if deemed advisable, for one year after completion of construction, cost of investigations, audits, and engineering and legal services; and all other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized and to the acquisition or construction, of a project and the placing of the same in operation. Any obligation or expense incurred by the Issuer prior to the issuance of notes for engineering studies and for estimates of cost and of revenues, and for other technical, financial, or legal services in connection with the acquisition or construction of any project, may be regarded as a part of the cost of such project.

"Council" means the Florida Municipal Loan Council.

"Counsel" means an attorney duly admitted to practice law before the highest court of the State and, without limitation, may include legal counsel for either the Council, the Lender, or the Issuer.

"Debt" means at any date (without duplication) all of the following to the extent that they are guaranteed or secured by or payable in whole or in part from any Non-Ad Valorem Revenues (a) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (b) 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; (c) all obligations of the Issuer as lessee under capitalized leases; (d) all indebtedness of other Persons to the extent guaranteed by, or secured by, the Non-Ad Valorem Revenues of the Issuer; and (e) any obligation of the Issuer for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments where the security provided by the Non-Ad Valorem Revenues is not the primary security for the obligation or is a backup pledge for the obligation; provided, however, if with respect to any obligation contemplated in (d) or (e) above, such obligation shall not be

considered "Debt" for purposes of this Loan Agreement unless the Issuer has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Issuer has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Debt Service Fund" means the special fund of the Issuer designated "Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A Debt Service Fund" established pursuant to Section 2.02(b) hereof.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Default Rate" shall have the meaning ascribed to such term in Schedule II of Exhibit C of this Loan Agreement.

"Determination of Taxability" shall have the meaning ascribed to such term in Schedule II of Exhibit C of this Loan Agreement.

"Event of Default" shall have the meaning ascribed to such term in Section 8.01 of this Loan Agreement.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Governmental Funds" means all of the "governmental funds" of the Issuer as described and identified in the Audit.

"Governmental Funds Revenues" means total revenues of the Issuer derived from any source whatsoever and that are allocated to and accounted for in the Governmental Funds.

"Governmental Obligations" means (i) non-callable direct obligations of the United States of America ("Treasuries"), (ii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any Person claiming through the custodian or to whom the custodian may be obligated, or (iii) any combination of the foregoing.

"Interest Account" means the separate account in the Debt Service Fund established pursuant to Section 2.02(b) hereof.

"Interest Payment Date" means April 1 and October 1 of each year, commencing October 1, 2023.

"Interest Period" means the semi-annual period between Interest Payment Dates.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of December 1, 1998, initially by and among the City of Stuart, Florida, the City of Rockledge, Florida, and the City of DeLand, Florida, together with the additional governmental entities who become members of the Council, all as amended and supplemented from time to time.

"Issuer" means the Village of Pinecrest, Florida, a Florida municipal corporation.

"Loan" means the Loan made by the Lender to the Issuer from proceeds of the Note in order to finance or reimburse the Costs of the Projects in the amount specified in Section 3.01 herein.

"Loan Agreement" means this Loan Agreement and any amendments and supplements hereto.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Issuer pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

"Loan Term" means the term of the Loan provided for in Article IV of this Loan Agreement.

"Maturity Date" means October 1, 2042.

"Maximum Rate" means the maximum rate allowed by the laws of the State of Florida.

"Mayor" means the Mayor of the Issuer, or in his or her absence or inability to act, the Vice Mayor of the Issuer or such other Person as may be duly authorized by the Village Council to act on his or her behalf.

"Non-Ad Valorem Revenues" means all revenues of the Issuer derived from any source whatsoever other than revenues generated from ad valorem taxation on real or personal property, and which are legally available to make the Loan Repayments.

"Note" means the \$5,852,377.38 Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A.

"Note Counsel" means Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Noteholder," "Holder," "holder of the Note," "Owner," "owner of the Note," "Lender," or any similar term, when used with reference to the Note, means any Person who shall be the registered owner of the outstanding Note as provided in the registration books of the Issuer. The initial Noteholder shall be the Lender.

"Ordinance" means Ordinance No. 2023-7, enacted by the Issuer on April 11, 2023, as may be amended and supplemented from time to time, or its successor in function.

"Permitted Investments" means any investments authorized pursuant to the laws of the State and the Issuer's written investment policy, if any.

"Person" means an individual, a corporation, a partnership, an association, a trust, or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

"Principal Account" means the separate account in the Debt Service Fund established pursuant to Section 2.02(b) hereof.

"Principal Payment Date" means October 1, 2023, and thereafter each October 1 through and including the Maturity Date.

"Program" means the Council's program whereby funds are provided by a qualified lending institution and loaned directly to the participating local government to finance, refinance, or reimburse the costs of qualifying projects and secured by a debt obligation issued by the participating local government.

"Program Administrator" means the Florida League of Cities, Inc., a non-profit Florida corporation.

"Project Fund" means the special fund of the Issuer designated "Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A, Project Fund" established pursuant to Section 2.02(b) hereof.

"Projects" means the governmental undertaking approved by the Village Council, as more specifically detailed on Exhibit A hereof, and as may be amended from time to time in accordance with this Loan Agreement.

"Resolution" means the resolution authorizing the issuance of the Note, adopted by the Issuer on May 9, 2023, as may be amended and supplemented from time to time, or its successor in function.

"State" means the State of Florida.

"Village Clerk" means the Village Clerk of the Issuer or assistant or deputy Village Clerk of the Issuer, or such other Person as may be duly authorized by the Village Council to act on his or her behalf.

"Village Council" means the governing body of the Issuer.

"Village Manager" means the Village Manager of the Issuer or any assistant or deputy Village Manager of the Issuer, or such other Person as may be duly authorized by the Village Council to act on his or her behalf.

SECTION 1.02. USES OF PHRASES.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Note," "Noteholder," "Owner," and "Person" shall include the plural as well as the singular number. All references herein to specific sections of the Code refer to such sections of the Code and all successor or replacement provisions thereto.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF ISSUER

SECTION 2.01. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

The Issuer represents, warrants, and covenants on the date hereof for the benefit of the Lender as follows:

- (a) Organization and Authority. The Issuer:
 - (1) is a duly organized and validly existing municipality of the State;
and
 - (2) has all requisite power and authority to own and operate its properties, to undertake, finance, or be reimbursed for the Projects, to covenant to budget and appropriate the Non-Ad Valorem Revenues to the repayment of the Note and the other obligations of the Issuer hereunder, and to carry on its activities as now conducted and as presently proposed to be conducted.

(b) Full Disclosure. There is no fact that the Issuer knows of which has not been specifically disclosed in writing to the Lender that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting the State municipalities generally, that will materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Issuer or the ability of the Issuer to repay the Note or to perform its obligations under this Loan Agreement.

The Audit, including, but not limited to the Audit for the Fiscal Year ended September 30, 2022, financial statements, balance sheets, and any other written statement furnished by the Issuer to the Lender were prepared in accordance with Generally Accepted Accounting Principles ("GAAP") and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Issuer which the Issuer has not disclosed to the Lender in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Issuer, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer, except as specifically described in writing to the Lender, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects, or condition (financial or otherwise) of the Issuer, or the existence or powers or ability of the Issuer to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement and compliance by the Issuer with the provisions of this Loan Agreement:

(1) are within the powers of the Issuer and have been duly and effectively authorized by all necessary action on the part of the Issuer; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any property or assets of the Issuer pursuant to any indenture, loan agreement, or other agreement or instrument (other than this Loan Agreement) or restriction to which the Issuer is a party or by which the Issuer, its properties, or operations are bound as of the date of this Loan Agreement; or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or

so result in the creation or imposition of any lien, charge, or encumbrance, which breach, default, lien, charge, or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Issuer's ability to perform fully its obligations under this Loan Agreement, nor does such action or inaction result in any violation of the provisions of the Act, the Ordinance, the Resolution, or any laws, ordinances, governmental rules or regulations, or court orders to which the Issuer, its properties, or operations may be bound.

(e) No Defaults. No Event of Default or Default has occurred or exists. The Issuer is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (1) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to, by the Lender and (2) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Issuer with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties, or its operations may be bound, which may materially adversely affect the ability of the Issuer to perform hereunder.

(f) Governmental Consents. The Issuer has obtained, or expects to obtain when required, all permits, approvals, and findings of non-reviewability required as of the date hereof by any governmental body or officer for the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Projects, including, but not limited to, construction and renovation work necessary for such acquisition, construction, installation, rehabilitation, improvement, and/or equipping, the financing thereof or the reimbursement of the Issuer therefor, or the use of the Projects, and, prior to or after entering into the Loan, the Issuer will obtain all other such permits, approvals, and findings as may be necessary for the foregoing and for the Loan and the proper application thereof. The Issuer has complied with or will comply with all applicable provisions of law requiring any notification, declaration, filing, or registration with any agency or other governmental body or officer in connection with the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Projects, including, but not limited to, construction and renovation work necessary for such acquisition, construction, installation, rehabilitation, improvement, equipping, financing, or reimbursement thereof, or reimbursement of the Issuer therefor. Any such acquisition, construction, installation, rehabilitation, improvement, equipping, financing, or reimbursement contemplated in this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order, or other action which is applicable thereto. No further consent, approval, or authorization of, or filing, registration, or qualification with, any governmental authority is required on the part of the Issuer as a condition to the execution and delivery of this Loan Agreement, or to amounts becoming outstanding hereunder.

(g) Compliance with Law. The Issuer is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances, or status as a municipal corporation or subdivision of the State. The Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipal corporation of the State, and shall not voluntarily dissolve.

(h) Use of Proceeds.

(1) The Issuer deems it necessary, desirable, and in the best financial interest of the Issuer to finance the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Projects. The financing of the Projects in the manner herein provided is hereby authorized.

(2) The Issuer will apply the proceeds of the Loan from the Lender for (i) the financing of the Costs of the Projects as set forth in Exhibit A hereto; and (ii) paying the transaction costs associated with the issuance of the Note. Simultaneously with the Closing of the Loan, a portion of the proceeds of the Loan will, at the Issuer's request and instruction as provided in Section 3.05 herein, be deposited into the Project Fund.

(3) If any component of the Projects listed in Exhibit A is not paid for out of the proceeds of the Loan at the Closing of the Loan, the Issuer shall, as quickly as reasonably possible, with due diligence, use the remainder of the proceeds of the Loan listed in Exhibit A and any investment earnings thereon to pay the Costs of the Projects. All such proceeds of the Loan shall be expended prior to May 11, 2026; provided, however, such time limit may be extended by the written consent of the Lender with notice to the Council, and provided further, the Issuer must obtain an opinion of Note Counsel to the effect that such extension of such time limit will not adversely affect the validity of the Note or tax-exempt status of the Note. The Issuer may amend Exhibit A to provide for the financing of different or additional Projects if the Issuer, after the date hereof, deems it to not be in the interest of the Issuer to acquire, construct, install, rehabilitate, improve, and/or equip of any item of the Projects or the Costs of the Projects prove to be less than the amounts listed on Exhibit A and the investment earnings thereon, without the consent of the Lender or the Council (but with notice thereto); provided, however, the Issuer must obtain an opinion of Note Counsel to the effect that such an amendment and the completion of the revised Projects will not adversely affect the validity of the Note or tax-exempt status of the Note regarding the amended Exhibit A.

(4) The Issuer will be responsible for repaying, through the Loan Repayments, the Note issued to fund the Loan, including the portion of the Note issued to fund any transaction costs associated with the issuance of the Note.

(5) The Issuer covenants that it will make no use of the proceeds of the Note that are in its control at any time during the term of the Note, which would cause the Note to be an "Arbitrage Bond" within the meaning of Section 148 of the Code.

(6) The Issuer covenants that it shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Note.

(i) Projects. All items constituting the Projects are permitted to be financed or reimbursed with the proceeds of the Note and the Loan pursuant to the Act.

SECTION 2.02. COVENANTS OF THE ISSUER. The Issuer makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for the Loan and Loan Repayments. Subject to the provisions of Section 2.02(n) hereof, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if required, and to deposit or credit to the Debt Service Fund to pay, when due under this Loan Agreement, directly to the Lender, amounts of Non-Ad Valorem Revenues of the Issuer sufficient to satisfy and timely make the Loan Repayments as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available revenues in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated, and actually paid to the Lender. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Issuer does not covenant to maintain any services or programs now maintained by the Issuer which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

(b) Funds and Accounts.

(1) The Issuer hereby covenants and agrees to establish a separate fund to be known as the "Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A Debt Service Fund." The Issuer hereby covenants and agrees to maintain in the Debt Service Fund the following accounts: the "Interest Account" and the "Principal Account." The Issuer hereby covenants and agrees to establish a separate fund to be known as the "Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A Project Fund." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Noteholder and for the further security of the Noteholder. The Project Fund and the Debt Service Fund shall constitute trust funds for State law purposes to secure the Noteholder, and shall at all times be kept separate and distinct from all other funds and accounts of the Issuer and used only as herein provided.

(2) The Issuer shall at any time and from time to time appoint one or more qualified depositories to hold, for the benefit of the Noteholder, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer 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 Issuer and its agents and employees.

(3) The Project Fund and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State and the investment policy of the Issuer. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing no later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Project Fund and the Debt Service Fund shall be retained in such respective fund and accounts unless otherwise required by applicable law. Nothing contained in this Loan Agreement shall prevent any Permitted Investments acquired as investments of or security for funds and accounts held under this Loan Agreement from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(4) The moneys required to be accounted for in each of the foregoing funds and accounts may be deposited in a single bank account, and funds allocated to the various funds and accounts may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and

such investments for the various purposes of such funds and accounts as herein provided. The designation and establishment of the various funds and accounts shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

(c) Project Fund.

(1) The Project Fund created pursuant to Section 2.02(b) of this Loan Agreement shall be used only for payment of the Costs of the Projects. Moneys in the Project Fund, until applied in payment of any item of the Costs of the Projects, in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Noteholder and for the further security of such Noteholder.

(2) Any funds on deposit in the Project Fund that, in the opinion of the Issuer, are not immediately necessary for expenditure, as herein provided, may be invested and reinvested in Permitted Investments which shall mature or be redeemable at face value not later than the dates on which such funds are needed. All income derived from investment of funds in the Project Fund shall be used to pay Costs of the Projects, as provided herein.

(3) Any payments for any damages of whatever kind received by the Issuer as a result of the negligence or breach of contract or warranty by any contractor, subcontractor, supplier, or design professional working on or supplying goods or services for the Projects, and all insurance proceeds received with respect to damages to such Projects during the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Projects, shall be deposited into the Project Fund to ensure proper completion of the Projects.

(4) The Issuer covenants to commence the acquisition, construction, installation, rehabilitation, improvement, and/or equipping of the Projects promptly upon delivery of the Note and to thereafter work with due diligence to complete the Projects. Except as otherwise provided in Section 2.01(h)(3) herein, upon completion of the Projects, any amounts then remaining in the Project Fund and not reserved by the Issuer for the payment of any remaining part of Costs of the Projects, shall be used to prepay the Note in the manner that such Note is to be prepaid under the terms of this Loan Agreement, or to pay principal of or interest on the Note, as such becomes due.

(5) Upon the occurrence of an Event of Default hereunder, to the extent there are no other funds available under this Loan Agreement, the moneys in the Project Fund shall be applied to the payment of the Note.

(d) Flow of Funds. Pursuant to Section 2.02(a) of this Loan Agreement, Non-Ad Valorem Revenues shall be deposited or credited at least five Business Days prior to the applicable due date, in the following manner and in the following order of priority:

(1) First, the Issuer shall deposit into or credit to the Interest Account of the Debt Service Fund the sum which, together with the balance in such Interest Account, shall equal the interest coming due on the Note accrued and unpaid and to accrue on such Interest Payment Date. Moneys in the Interest Account shall be used to pay interest on the Note, as and when the same become due, whether by prepayment or otherwise, and for no other purpose.

(2) Next, the Issuer shall deposit into or credit to the Principal Account of the Debt Service Fund the sum which, together with the balance in such Principal Account, shall equal the principal coming due on the Note on the next Principal Payment Date. Moneys in the Principal Account shall be used to pay the principal of the Note, as and when the same shall become due, whether by prepayment or otherwise, and for no other purpose.

(e) Anti-Dilution Test.

(1) During such time as the Loan is outstanding hereunder, the Issuer agrees and covenants with the Noteholder that, prior to the issuance of Debt by the Issuer, it shall deliver to the Noteholder a certificate certifying that it is in compliance with the following: (i) the Non-Ad Valorem Revenues shall cover projected aggregate maximum annual debt service on the Loan and on all other Debt, including the proposed Debt to be issued, by at least 1.5x; and (ii) projected aggregate maximum annual debt service on the Loan and on all other Debt will not exceed 20% of the Governmental Funds Revenues, exclusive of (A) ad valorem tax revenues restricted to payment of debt service on any Debt and (B) any proceeds of the Loan or any Debt. The calculations required by clauses (i) and (ii) above shall be determined using the average of actual receipts for the prior two Fiscal Years based on the Audit.

(2) For purposes of the covenants contained in this Section 2.02(e), maximum annual debt service on the Debt means, with respect to the Debt that bears interest at a fixed interest rate, the actual maximum annual debt service, and, with respect to the Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at the greater of (i) current "Bond Buyer Revenue

Bond Index" as published in *The Bond Buyer* no more than two weeks prior to any such calculation or (ii) 5% per annum; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis.

(3) For purposes of the covenants contained in this Section 2.02(e), if the Debt is also payable from additional revenues that are not legally available to pay debt service on the Loan, the maximum annual debt service on such Debt shall be discounted by the amount that will be covered by such additional revenues.

(4) In the event additional Debt is issued for the purpose of refunding any Debt then outstanding, the conditions of this Section 2.02(e) shall not apply, provided that the issuance of such additional Debt shall not result in an increase of the debt service on the applicable Debt in any Fiscal Year ending on or before the maturity date of the Note.

(5) Notwithstanding anything herein to the contrary, the provisions of this Section 2.02(e) may be amended, supplemented, or waived from time to time with the prior written consent of the Owner of 100% of the outstanding principal amount of the Note.

(f) Delivery of Information to the Lender. Beginning with the Fiscal Year ended September 30, 2023, the Issuer will provide the Noteholder with a copy of the Audit within 210 days of the end of its Fiscal Year. The Issuer will prepare its Audit in accordance with the Act and generally accepted accounting principles and audited by Accountant; provided, that in the event the Audit is not available within 210 days after the close of the Fiscal Year, the Issuer will furnish unaudited financial statements to the Noteholder within such period as provided herein and will then supply the Audit immediately upon the availability thereof. In addition, the Issuer will provide the Noteholder with (i) a copy of its final annual budget for each Fiscal Year within 60 days of adoption thereof by its Village Council and (ii) such other financial or public information as the Noteholder may from time to time reasonably request. So long as the Lender or its affiliate is the Owner of the Note, the Issuer may deliver the Audit and annual budget in electronic PDF format. In the event the Audit is filed on the MSRB's "EMMA" website, to satisfy this requirement the Issuer may email a link to the posted Audit within such 210-day period.

(g) Information. The Issuer's chief financial officer or other staff of the Issuer shall discuss the Issuer's financial matters with the Lender or its representatives at all reasonable times at the office of the Issuer, and provide the Lender with copies of any

documents reasonably requested by the Lender unless such documents or material are protected or privileged from disclosure under applicable State law.

(h) Further Assurance. The Issuer shall execute and deliver to the Lender and the Council all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Lender and the Council to exercise and enforce their respective rights under this Loan Agreement and the Note and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner, and at such place or places, all as may be reasonably necessary or required by the Lender to validate, preserve, and protect the Lender's security under this Loan Agreement.

(i) Keeping of Records and Books of Account. The Issuer shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Issuer's independent auditors) reflecting all of its financial transactions.

(j) Payment of Taxes, Etc. The Issuer shall pay all legally contracted obligations when due and shall pay all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy, or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(k) Compliance with Laws, Etc. The Issuer shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and lawful orders of any governmental authority, non-compliance with which would, singularly or in the aggregate, materially adversely affect its business, properties, earnings, prospects, or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(l) Tax-Exempt Status of the Note.

(1) The Issuer understands that it is the intention hereof that the interest on the Note not be included within the gross income of the Holder thereof for federal income tax purposes.

(2) In furtherance thereof, the Issuer agrees that it will take all action within its control which is necessary in order for the interest on the Note to remain excludable from gross income for federal income taxation purposes, and

shall refrain from taking any action which results in such interest on the Note becoming includable in gross income.

(3) The Issuer further covenants that, to the extent it has control over the proceeds of the Note, it will not take any action or fail to take any action with respect to the investment of the proceeds of the Note, with respect to the payments derived from the Note or hereunder or with respect to the issuance of other obligations, which action or failure to act may cause the Note to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the Tax Certificate as to Arbitrage and the provisions of Section 141 through 150 of the Code, including the letter of instruction attached as an exhibit thereto, delivered by Note Counsel to the Issuer simultaneously with the issuance of the Note, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code. The covenants of the Issuer contained in this Section 2.02(l) shall survive the termination of this Loan Agreement.

(m) Reporting Requirements. The Issuer agrees to provide along with its Audit described in Section 2.02(f) above, a certificate of the chief financial officer of the Issuer stating that the Issuer is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(n) Limited Obligation. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer and no Noteholder or any other Person, including the Council or the Lender, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer. The obligations hereunder do not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory, or charter provision or limitation, and neither the Lender, the Council, the Noteholder, nor any other Person shall have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge the Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Loan Agreement or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service

charges, regulatory fees, or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the Issuer.

(o) Other Conditions. The Council, the Lender, and the Issuer mutually agree and understand that the amounts available to be budgeted and appropriated to make Loan Repayments hereunder are subject to the obligation of the Issuer to provide essential services; however, the Issuer's obligation to make Loan Repayments is cumulative and would carry over from Fiscal Year to Fiscal Year.

(p) Indemnity.

(1) To the full extent permitted under the laws of the State, the Issuer will pay, and will protect, indemnify, save, and hold harmless, the Council, each member, officer, commissioner, employee, and agent of the Council, and each other Person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Council, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees, costs, and expenses), suits, claims, and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any Person or any damage to property resulting from the use or operation of the Projects) in any manner arising out of or in connection with the failure to act of the Issuer, its successors and assigns, or the agents, contractors, employees, licensees, or otherwise of the Issuer or its successors and assigns in connection with, the Projects financed with the proceeds of the Loan, or the breach or violation of any agreement, covenant, representation, or warranty of the Issuer set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. Such indemnification shall not apply to any actions caused by the gross negligence or willful misconduct of the party seeking such indemnification.

(2) Such indemnity shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts or any other similar laws but may be limited by State law relating to the ability of governmental units to indemnify parties for the actions of such governmental units, including but not limited to Section 768.28, Florida Statutes.

(3) An indemnified Person shall promptly notify the Issuer in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Issuer, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Issuer will promptly assume the defense thereof with its in-house counsel or, at its election, the employment of competent outside counsel reasonably satisfactory to such indemnified Person and the payment of all expenses.

(4) An indemnified Person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Issuer unless such employment has been specifically authorized by the Issuer, which such authorization shall not be unreasonably withheld, or unless such employment was occasioned by conflicts of interest between and among indemnified Persons and/or the Issuer. If the Issuer shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action, to retain outside counsel, if it so elects or if it becomes necessary due to conflict, reasonably satisfactory to the indemnified Person, the fees, costs, and expenses of counsel to such indemnified Person hereunder shall be paid by the Issuer.

(5) The provisions of this Section 2.02(p) shall survive the termination of this Loan Agreement.

(q) Insurance. The Issuer shall bear all risk or loss or damage to the Projects and shall be responsible for keeping the Projects insured with companies reasonably satisfactory to and for such reasonable amounts as reasonably required by the Lender. The Lender must be named as loss payee and additional insured as applicable on all such insurance policies. Evidence of such insurance must be reasonably satisfactory to the Lender. Notwithstanding the foregoing, the Issuer shall not be required to maintain insurance with respect to the Projects for which insurance shall not be available at reasonable cost.

SECTION 2.03. ISSUER PAYMENTS. Prior to or on each Interest Payment Date and Principal Payment Date, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay the Loan Repayments and shall pay directly to the Lender such Loan Repayments.

ARTICLE III

THE LOAN AND THE NOTE

SECTION 3.01. ISSUANCE OF THE NOTE AND THE LOAN. The Issuer hereby agrees to borrow the sum of \$5,852,377.38 from the Lender. The amounts advanced to the Issuer net of the costs of the initial issuance are to be used by the Issuer for the purposes of financing the Costs of the Projects.

SECTION 3.02. EVIDENCE OF LOAN. The Issuer's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement and the Note.

SECTION 3.03. PURCHASE OF NOTE. The Lender agrees to extend credit to the Issuer by making the Loan to the Issuer and purchasing the Note to evidence such Loan at the price equal to the principal amount of the Note, which amount is hereby to be used to fund the Loan to the Issuer.

SECTION 3.04. DESCRIPTION OF THE NOTE. The Note shall have the terms set forth in the form of Note attached hereto as Exhibit C. The Issuer hereby approves the form of the Note attached and agrees hereby to issue the Note to the Lender. There is hereby pledged and assigned all amounts payable by the Issuer as Loan Repayments to the Lender as security for the payment of the Note.

SECTION 3.05. LOAN FOR PURPOSE OF FINANCING THE PROJECTS. The proceeds received from the Loan as evidenced by the Note in the amount of \$5,852,377.38 shall be applied by the Issuer as follows:

(a) \$41,877.38.00, representing a portion of the proceeds of the Note shall be applied to pay costs of issuance of the Note in accordance with the Closing Memorandum; and

(b) \$5,810,500.00, representing a portion of the proceeds of the Note shall be deposited in the Project Fund and applied to pay Costs of the Projects.

ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. COMMENCEMENT OF LOAN TERM. The Issuer's obligations under this Loan Agreement shall commence upon Closing, unless otherwise provided in this Loan Agreement.

SECTION 4.02. TERMINATION OF LOAN TERM. The Issuer's obligations under this Loan Agreement shall terminate after payment in full of all amounts due on the Note and under this Loan Agreement; provided, however, that all covenants and all obligations

provided hereunder specified to so survive (including the obligation of the Issuer to pay the rebate obligations owed on the Note, if any) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. If required by the Issuer, upon termination of the Loan Term as provided above, the Lender shall deliver, or cause to be delivered, to the Issuer an acknowledgment thereof. The Lender shall return to the Issuer the cancelled Note in a reasonable amount of time after payment in full of principal of and interest on the Note. The foregoing sentence shall survive the termination of this Loan Agreement and the Loan Term.

SECTION 4.03. LOAN CLOSING SUBMISSIONS. Concurrently with the execution and delivery of this Loan Agreement, the Issuer is providing to the Lender the following documents each dated the date of such execution and delivery unless otherwise provided below:

- (a) a certified copy of the Ordinance and the Resolution;
- (b) an opinion of the Issuer's Counsel to the effect that the Loan Agreement is a valid and binding obligation of the Issuer and opining to such other matters as may be reasonably required by Note Counsel and the Lender and acceptable to Issuer's Counsel and in substantially the form of Exhibit B attached hereto;
- (c) a certificate of the officials of the Issuer to the effect that the representations and warranties of the Issuer are true and correct;
- (d) an executed and authenticated Note;
- (e) this executed Loan Agreement;
- (f) a certificate of the Issuer, in form and substance satisfactory to Note Counsel, stating (1) the estimated dates and the amounts of projected expenditures for the Projects, and (2) that it is reasonably anticipated by the Issuer that the Loan proceeds will be fully advanced therefor and expended by the Issuer prior to May 11, 2026, and that the projected expenditures are based on the reasonable expectations of the Issuer having due regard for its capital needs and the revenues available for the repayment thereof; and
- (g) a standard opinion of Note Counsel (addressed for reliance by and to the Council, the Lender, and the Issuer) to the effect that: (1) the Loan Agreement and the Note are authorized and enforceable, (2) the Note is authorized under the Act and the Ordinance and the Resolution authorizing this Loan Agreement, (3) the interest on the Note is excludable from gross income for purposes of federal income taxation, and (4) the Note is exempt from registration under the Securities Act of 1933, as amended, and

the Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(h) such other certificates, documents, opinions, and information as the Council, the Lender, or Note Counsel may require.

SECTION 4.04. ADMINISTRATION FEE. In further consideration for the Council's assistance in connection with the Loan, the Issuer hereby agrees to pay the Council a one-time administration fee to be collected from the Issuer at the rate of 1/10 of 1% (0.001) of the amount of the Loan with a minimum fee of \$5,000 and a maximum fee of \$15,000 with respect to the Loan. Such administration fee is included in the costs of issuance of the Note set forth in Section 3.05(a) herein.

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. PAYMENT OF BASIC PAYMENTS. The Issuer shall pay all Basic Payments in lawful money of the United States of America to the Noteholder, as payment on the Note on the dates and in the amounts required hereunder and under the Note. No such Basic Payments shall be in an amount such that interest on the Loan is in excess of the Maximum Rate. The Basic Payments consist of the principal of and interest on the Note. The Basic Payments shall be paid by the Issuer directly to the Lender by wire transfer in accordance with written instructions delivered by the Lender to the Issuer, or by such other medium acceptable to the Issuer and to the Lender, from the appropriate accounts in the Debt Service Fund at the times such amounts are due on the Note, as set forth in the Note, and under this Loan Agreement.

SECTION 5.02. PAYMENT OF ADDITIONAL PAYMENTS. In addition to the Basic Payments which are set forth in Section 5.01 hereof, the Issuer agrees to pay in lawful money of the United States of America, on demand of the Council or the Lender, as applicable, all reasonable fees and expenses relating to this Loan Agreement, including, but not limited to, the following Additional Payments:

(a) the fees and disbursements of legal counsel utilized by the Council and the Lender in connection with the Note, the Loan, this Loan Agreement, and the enforcement thereof;

(b) extraordinary fees and expenses of the Council and the Lender following an Event of Default hereunder;

(c) all other out-of-pocket expenses of the Council and the Lender in connection with the Note, the Loan, this Loan Agreement, and the enforcement thereof,

including, but not limited to, all fees and expenses related to the prepayment and defeasance of the Loan and the Note;

(d) all taxes (including any recording, documentary stamp taxes, intangible taxes, and filing fees) in connection with the execution and delivery of this Loan Agreement and/or the Note, and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents, or collection or enforcement proceedings pursuant to the provisions hereof;

(e) any amounts owed by the Issuer to the United States of America as rebate obligations on the Note, which obligation shall survive the termination of this Loan Agreement; however, neither the Council nor the Lender will perform arbitrage rebate calculations on the Note, and the Issuer will be responsible for conducting such arbitrage rebate calculations and paying such amounts owed directly to the United States of America; and

(f) (1) any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities, or claims (or actions in respect thereof), to which the Council may become subject under any federal or state securities laws, federal, or state tax laws, or other statutory law or at common law or otherwise, and (2) any and all fees and expenses of any inquiries or audits by any regulatory agencies, all as caused by or arising out of or based upon this Loan Agreement, the Loan, the Note, the issuance of the Note, or the use of the proceeds of the Note.

SECTION 5.03. OBLIGATIONS OF ISSUER UNCONDITIONAL. Subject in all respects to the provisions of this Loan Agreement, the obligations of the Issuer to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed, or otherwise modified in any manner or to any extent whatsoever, while the Note remains outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event, or cause whatsoever. The Issuer shall pay in full the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement, or counterclaim that the Issuer might otherwise have against the Council, the Lender, or any other party or parties.

SECTION 5.04. PREPAYMENT. The Note shall be subject to prepayment on any Business Day, in whole or in part, at the option of the Issuer upon at least 30 days' prior written notice to the Noteholder, by paying to the Noteholder the principal amount on the Note being prepaid, together with the unpaid interest accrued to the date of such prepayment, plus the following prepayment premium denoted as a percentage of the principal amount being prepaid:

Date of Prepayment	Prepayment Premium
--------------------	--------------------

Date of delivery through and including May 10, 2024	5%
May 11, 2024 through and including May 10, 2025	4
May 11, 2025 through and including May 10, 2026	3
May 11, 2026 through and including May 10, 2027	2
May 11, 2027 through and including May 10, 2028	1
May 11, 2028 and thereafter	No premium

Partial payment shall be allocated to such principal payments in inverse order of maturity treating scheduled amortization payments as maturities.

SECTION 5.05. ADJUSTMENT TO RATE OF INTEREST. The interest rate on the Note shall be subject to adjustment, but only as provided in the Note. In no event shall the interest rate on the Note exceed the Maximum Rate.

ARTICLE VI

DEFEASANCE

SECTION 6.01. DEFEASANCE OF THE LOAN AGREEMENT AND THE NOTE.

(a) This Loan Agreement shall continue to be obligatory and binding upon the Issuer in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Issuer under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Issuer shall be fully paid to the Council and the Lender, as provided herein, including any fees and expenses in connection with such repayment, if any.

(b) If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal amount and interest on the Note and shall have paid all amounts due under the Note and this Loan Agreement, then, and in that event, the covenant regarding the Non-Ad Valorem Revenues for the benefit of the Noteholder shall be no longer in effect and all future obligations of the Issuer under this Loan Agreement shall cease; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Issuer to pay the rebate obligations owed on the Note) shall survive the termination of this Loan Agreement and the payment in full of principal of and interest on the Note. For

purposes of the preceding sentence, in order for the Issuer to have made "provision for payment," the Issuer shall have deposited sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Lender in respect to which such cash and/or Governmental Obligations, the principal and interest on which will be sufficient (as reflected in an Accountant's verification report provided to the Lender by the Issuer) to make timely payment of the principal of and interest on the Note.

(c) Prior to the defeasance of the Note becoming effective, the Noteholder shall receive a defeasance opinion of Note Counsel to the effect that the Note has been defeased in accordance with this Loan Agreement.

ARTICLE VII

ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. ASSIGNMENT OF LOAN AGREEMENT.

(a) This Loan Agreement may not be assigned by the Issuer for any reason without the express prior written consent of the Lender with notice to the Council.

(b) The Note may be assigned by the Lender in accordance with the terms thereof, and such assignment shall, without further action, be deemed to assign the Lender's interest under this Loan Agreement.

SECTION 7.02. NO PARTNERSHIP, ETC. The relationship between the Lender and the Issuer are solely those of lender and borrower. Neither the Council nor the Lender has any fiduciary or other special relationship with or duty to the Issuer and none is created by the Note documents or Loan documents. Nothing contained in the Note documents or Loan documents, and no action taken or omitted pursuant to the Note documents or Loan documents, is intended or shall be construed to create any partnership, joint venture association, or special relationship between or among the Issuer, the Lender, and the Council or any of them or in any way make the Council or the Lender a co-principal with the Issuer with reference to the Note, the Loan, or otherwise. In no event shall the Council's or Lender's rights and interests under the Note documents or Loan documents be construed to give the Council or the Lender the right to control, or to be deemed to indicate that the Council or the Lender is in control of, the business, properties, management, or operations of the Issuer.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement and the term "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever it is used in this Loan Agreement, any one or more of the following events:

(a) failure by the Issuer to timely pay any Loan Repayment, when due, so long as the Note is outstanding;

(b) failure by the Issuer to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Issuer has prior written notice of any such payments being due;

(c) failure by the Issuer to observe and perform any covenant, condition, or agreement (other than a failure under any other paragraph of this Section 8.01), on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after the earlier of either: (i) the Issuer should have provided notice to the Lender pursuant to Section 8.02 or (ii) written notice of the failure is given to the Issuer (as provided in Section 9.01 of this Loan Agreement), unless the Council or the Lender, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Council or the Lender, as applicable, but cannot reasonably be cured within the applicable thirty (30) day period, the Council or the Lender will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the failure is corrected, such time not to exceed a total of sixty (60) days from the date of the original failure to perform any covenant, condition of agreement;

(d) any warranty, representation, or other statement by the Issuer or by an officer or agent of the Issuer contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading in any material respect when made;

(e) a petition is filed against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days of such filing;

(f) the Issuer files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) the Issuer admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator, or trustee) of the Issuer or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than sixty (60) days;

(h) default under any agreement to which the Issuer is a party evidencing, securing, or otherwise respecting any Debt if, as a result thereof, such indebtedness is in whole or in part declared due and payable prior to its stated maturity;

(i) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Issuer, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Issuer or any governmental agency or authority, or if the Issuer shall deny any further liability or obligation under this Loan Agreement;

(j) final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Issuer, and the payment of which would materially adversely affect the Issuer's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Issuer's ability to meet its obligations hereunder) and at any time after ninety (90) days from the entry thereof, unless otherwise provided in the final judgment, (1) such judgment shall not have been discharged, or (2) the Issuer shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree, or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Issuer's ability to meet its obligations hereunder; or (3) it has not been determined by a court of competent jurisdiction from which appeal may not be taken or from which appeal has been taken but has been finally denied that the Issuer is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law;

(k) a default or event of default beyond any applicable notice and/or cure period on any indebtedness of the Issuer payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues; or

(l) Moody's Investors Service, Inc., Standard & Poor's Global Ratings, or Fitch Ratings downgrades below A3/A-/A- (without regard to credit enhancement), respectively, or suspends or withdraws (i) the credit rating of any indebtedness issued by the Issuer and payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues or (ii) the Issuer's credit rating; provided, however, if the aforementioned credit ratings are withdrawn or not available for non-credit related reasons, such action will not constitute an Event of Default.

SECTION 8.02. NOTICE OF DEFAULT. The Issuer agrees to give the Lender and the Council written notice within 10 days if any petition, assignment, appointment, or possession referred to in Section 8.01(e), 8.01(f), and 8.01(g) is filed by or against the Issuer or of the occurrence of any other event or condition which constitutes an Event of Default or an event that would with the passage of time constitute an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 8.03. REMEDIES ON DEFAULT.

(a) During the period in which an Event of Default shall have occurred and is continuing hereunder; the Note shall bear interest at the Default Rate until such Default is cured. Notwithstanding anything herein or in the Note to the contrary, in no event shall the Loan bear interest in excess of the Maximum Rate.

(b) Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Council or the Lender shall have all remedies provided by law, and shall, in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, except as otherwise provided for in this Loan Agreement, to take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due to it and thereafter to become due hereunder or to enforce any other of its or their rights hereunder; provided, however, the Council shall only have the right to take such action as it deems necessary to collect amounts then due or to become due to the Council.

SECTION 8.04. NO REMEDY EXCLUSIVE; WAIVER, NOTICE. No remedy herein conferred upon or reserved to the Council or the Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council or the Lender to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice other than such written notice as provided in this Article VIII.

SECTION 8.05. APPLICATION OF MONEYS. Any moneys collected by the Council or the Lender pursuant to Section 8.03 hereof shall be applied (a) first, to pay interest due on the Loan, (b) second, to pay principal due on the Loan, (c) third, to pay any other amounts due hereunder, including, but not limited to, any attorney's fees, costs or expenses, or other expenses owed by the Issuer pursuant to Section 5.02(a), (b), and (c) hereof; and (d) fourth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (c) in this Section 8.05).

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. NOTICES. All notices, certificates, or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses:

Council:	Florida Municipal Loan Council c/o Florida League of Cities, Inc. 301 South Bronough Street, Suite 300 Tallahassee, Florida 32301
Lender:	TD Bank, N.A. 255 Alhambra Circle, 12th Floor Coral Gables, Florida 33134 Attention: Lance Ayslworth, Vice President
Issuer:	Village of Pinecrest, Florida 12645 Pinecrest Parkway Pinecrest, Florida 33156 Attn: Director of Finance
with a copy to:	Weiss Serota Helfman Cole & Bierman, P.L. 2800 Ponce de Leon Boulevard, Suite 1200 Coral Gables, Florida 33134 Attention: Lori Smith-Lalla, Esq.

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 9.02. BINDING EFFECT. This Loan Agreement shall inure to the benefit of the Lender, the Council, and the Issuer, and shall be binding upon the Lender, the Council, and the Issuer, and their respective successors and assigns.

SECTION 9.03. SEVERABILITY. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.04. AMENDMENTS, CHANGES, AND MODIFICATIONS. This Loan Agreement may be amended or supplemented from time to time only by a writing duly executed by the Issuer and the Lender; provided, however, any such amendment affecting the rights or obligations of the Council shall not be effective unless it shall have been consented to in writing by the Council.

SECTION 9.05. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.06. APPLICABLE LAW; VENUE. This Loan Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles. Venue of any action relating to the Loan shall be in Miami-Dade County, Florida.

SECTION 9.07. BENEFIT OF NOTEHOLDER. This Loan Agreement is executed in part to induce the purchase by the Lender of the Note. Accordingly, all covenants, agreements, and representations on the part of the Issuer, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the Noteholder from time to time of the Note. Any opinion of Note Counsel required to be obtained by the Issuer under the provisions of this Loan Agreement shall also be addressed to and delivered to the Lender.

SECTION 9.08. CONSENTS AND APPROVALS. Whenever the written consent or approval of the Council shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Representative of the Council or such other additional Persons provided by law or by rules, regulations, or resolutions of the Council.

SECTION 9.09. IMMUNITY OF OFFICERS, EMPLOYEES, AND MEMBERS OF COUNCIL AND ISSUER. No recourse shall be had for the payment of the principal or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant, or agreement in this Loan Agreement against any past, present, or future official officer, member, counsel, counsel's firm, employee, director, or agent, as such, of the Council or the Issuer, either directly or through the Council or the Issuer, or respectively, any successor public or private corporation thereto under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such

officers, members, counsels, employees, directors, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

SECTION 9.10. CAPTIONS. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

SECTION 9.11. NO PECUNIARY LIABILITY OF COUNCIL. The Council shall not in any way be obligated to pay the principal of or interest on the Note, and the issuance of the Note by the Issuer shall not directly, indirectly, or contingently obligate the Council to levy or pledge any form of ad valorem taxation for its payment.

SECTION 9.12. PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement; provided, however, that any interest due shall accrue until paid.

SECTION 9.13. CALCULATIONS. Interest shall be computed on the basis of twelve 30-day months and a 360-day year.

SECTION 9.14. TIME OF PAYMENT. Any Loan Repayment or other payment hereunder which is received by the Lender after 2:00 p.m. (Eastern Time) on any day shall be deemed received on the following Business Day.

SECTION 9.15. WAIVER OF JURY TRIAL. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTER-CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LOAN AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE COUNCIL, THE LENDER, AND THE ISSUER. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR OTHER PARTIES HERETO TO ENTER INTO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE LENDER, AND THE ISSUER REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND

VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Council has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, the Issuer has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attached by its duly authorized officers, and the Lender has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer. All of the above occurred as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: _____

Name: Isaac Salver

Title: Chairman

ATTEST:

By: _____

Name: Jeannie Garner

Title: Executive Director

TD BANK, N.A.

By: _____
Name: Lance Aylsworth
Title: Vice President

VILLAGE OF PINECREST, FLORIDA

(SEAL)

By: _____
Name: Joseph M. Corradino
Title: Mayor

ATTESTED BY:

By: _____
Name: Priscilla Torres, CMC
Title: Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Name: Mitchell A. Bierman
Title: Village Attorney

EXHIBIT A

VILLAGE OF PINECREST, FLORIDA
USE OF LOAN PROCEEDS

PROJECTS

TOTAL AMOUNT TO BE FINANCED

Construction, acquisition, renovation, and equipping of certain capital improvements, including, but not limited to: (i) the construction, acquisition, renovation, and equipping of various park, athletic, and recreational facilities at some or all of the following parks: Suniland Park, Flagler Grove Park, Veterans Park, Coral Pine Park, and Gary Matzner Park; and (ii) construction, acquisition, renovation, and equipping of Kendall Drive Shared Use Path, all as more particularly described in the plans and specifications on file with the Issuer, as the same may be amended and supplemented from time to time by the Issuer	\$5,852,377.38
---	----------------

EXHIBIT B

OPINION OF ISSUER'S COUNSEL

[Letterhead of Counsel to Issuer]

May 11, 2023

Florida Municipal Loan Council
c/o Florida League of Cities, Inc.
301 South Bronough Street
Tallahassee, Florida 32301

Bryant Miller Olive P.A.
1 SE 3rd Avenue, Suite 2200
Miami, Florida 33131

TD Bank, N.A.
255 Alhambra Circle, 12th Floor
Coral Gables, Florida 33134

Re: \$5,852,377.38 Village of Pinecrest, Florida Capital Improvement Revenue Note,
Series 2023A (the "Note")

Ladies and Gentlemen:

We are the Village Attorney to the Village of Pinecrest, Florida (the "Issuer"), and have been requested by the Issuer to give this opinion in connection with the Issuer's financing all or a portion of the Costs of the Projects, each as defined in the Loan Agreement, dated as of May 1, 2023 (the "Loan Agreement"), by and among the Florida Municipal Loan Council (the "Council"), the Issuer, and TD Bank, N.A. (the "Lender"). The Note is issued by the Issuer pursuant to Chapter 166, Part II, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law, each as amended (collectively, the "Act"); and the ordinance authorizing the issuance of the Note, enacted by the Village Council of the Issuer (the "Village Council") on April 11, 2023 (the "Ordinance"), and the resolution authorizing the issuance of the Note, adopted by the Village Council on May 9, 2023 (the "Resolution"). All terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

In rendering this opinion, we have examined such proceedings and records of the Issuer and made such inquiry of officials of the Issuer as we deem necessary. Based on such review, and such other considerations of law and fact, as we believe to be relevant, we are of the opinion that:

(a) The Issuer is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida. The Issuer has the legal right and all requisite power and authority to acquire and construct the Projects, to issue the Note, to enter into the Loan Agreement, to covenant to budget and appropriate Non-Ad Valorem Revenues to the payment of the Note, to enact the Ordinance, to adopt the Resolution, and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) On April 11, 2023, the Ordinance was duly enacted by the Issuer at a duly called public meeting following proper public notice, at which a legal quorum was present and acting throughout, is in full force and effect, and has not been amended, supplemented, or repealed as of the date hereof. On May 9, 2023, the Resolution was duly adopted by the Issuer at a duly called public meeting following proper public notice, at which a legal quorum was present and acting throughout, is in full force and effect, and has not been amended, supplemented, or repealed as of the date hereof.

(c) The Issuer has duly authorized the acquisition and construction of the Projects, duly enacted the Ordinance, duly adopted the Resolution, and authorized, executed, and delivered the Loan Agreement and the Note, and such instruments are legal and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(d) The execution and delivery of the Ordinance, the Resolution, the Loan Agreement, and the Note; the consummation of the transactions contemplated thereby; the acquisition and construction of the Projects; and the fulfillment of or compliance with the terms and conditions of the Ordinance, the Resolution, the Loan Agreement, and the Note does not and will not conflict with or result in a material breach of or default under any of the terms, conditions, or provisions of any agreement, contract, or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Issuer is now a party or it or its properties is otherwise subject or bound, and the Issuer is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Ordinance, the Resolution, the Loan Agreement, or the Note.

(e) There is no litigation or legal or governmental action, proceeding, inquiry, or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Issuer is a party or of which any property of the Issuer is subject, which has not been specifically described in writing to the Lender, in any court or before any governmental authority or arbitration board or tribunal that, if determined adversely to the Issuer, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Ordinance, the Resolution, the Loan Agreement, the Note, or materially and adversely affect the properties, prospects, or condition (financial or otherwise) of the Issuer, or the existence or powers or ability of the Issuer to enter into and perform its obligations under the Ordinance, the Resolution, the Loan Agreement, or the Note.

(f) All approvals, consents, waivers, authorizations, and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Issuer of its obligations under the Ordinance, the Resolution, the Loan Agreement, or the Note have been obtained and are in full force and effect and the Issuer has complied with all conditions precedent to the issuance of the Note contained in the resolutions and ordinances of the Issuer, in particular the Ordinance and the Resolution.

The addressees hereof and their successors and assigns are entitled to rely on this opinion.

Very truly yours,

By: _____

EXHIBIT C

FORM OF NOTE

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A LENDER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS A "QUALIFIED INSTITUTIONAL BUYER" AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

R-1 \$5,852,377.38

VILLAGE OF PINECREST, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2023A

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
3.92% (subject to adjustment as provided herein)	October 1, 2042	May 11, 2023

KNOW ALL MEN BY THESE PRESENTS that the Village of Pinecrest, Florida (the "Issuer"), for value received, hereby promises to pay from the sources hereinafter provided, to the order of TD BANK, N.A., or its registered assigns (hereinafter, the "Owner"), the principal sum of FIVE MILLION EIGHT HUNDRED FIFTY TWO THOUSAND THREE HUNDRED SEVENTY SEVEN DOLLARS AND 38/100 (\$5,852,377.38), in the amounts and on the dates described below, together with interest on the principal balance at a fixed rate of 3.92%, subject to adjustment as provided in Schedule II attached hereto, payable semi-annually on each April 1 and October 1 (each, an "Interest Payment Date"), commencing October 1, 2023. Interest shall be calculated on the basis of twelve 30-day months and a 360-day year. Principal on this Note is payable pursuant to the amortization schedule attached hereto as Schedule II.

On or before each Interest Payment Date and Principal Payment Date (each as defined in the hereinafter defined Loan Agreement), as applicable, the principal of and interest on this Note are payable in lawful money of the United States of America by wire transfer in accordance with written instructions delivered by the Owner to the Issuer, or by such other medium acceptable to the Issuer and to the Owner. The Note shall not be required to be presented for prepayment or principal installment payments.

This Note shall be subject to prepayment on any Business Day, in whole or in part, at the option of the Issuer upon at least 30 days' prior written notice to the Owner, by paying to the Owner the principal amount on this Note being prepaid, together with the unpaid interest

accrued to the date of such prepayment, plus the following prepayment premium denoted as a percentage of the principal amount being prepaid:

Date of Prepayment	Prepayment Premium
Date of delivery through and including May 10, 2024	5%
May 11, 2024 through and including May 10, 2025	4
May 11, 2025 through and including May 10, 2026	3
May 11, 2026 through and including May 10, 2027	2
May 11, 2027 through and including May 10, 2028	1
May 11, 2028 and thereafter	No premium

Partial payment shall be allocated to such principal payments in inverse order of maturity treating scheduled amortization payments as maturities.

If any date for the payment of principal hereof and interest hereon or the taking of any action hereunder shall fall on a day which is not a Business Day (as defined in the hereinafter defined Loan Agreement), the payment due or action to be taken on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

This Note is issued to finance all or a portion of the Costs of the Projects under the authority of and in full compliance with Chapter 166, Part II, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law, each as amended (collectively, the "Act"); Ordinance No. 2023-7, enacted by the Village Council of the Issuer (the "Village Council") on April 11, 2023 (the "Ordinance"); the resolution authorizing the issuance of the Note, adopted by the Village Council on May 9, 2023; and pursuant to a Loan Agreement by and among the Owner, the Issuer, and the Council, dated as of May 1, 2023 (the "Loan Agreement"), to which reference should be made to ascertain those terms and conditions. All capitalized undefined terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

This Note and the interest thereon are payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues, as defined and described in the Ordinance, the Resolution, and the Loan Agreement, all in the manner provided in, and subject to the terms and conditions of the Ordinance, the Resolution, and the Loan Agreement.

THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE FLORIDA CONSTITUTION, BUT SHALL BE PAYABLE FROM AND

SECURED SOLELY BY BUDGETED AND APPROPRIATED NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE TERMS OF THE ORDINANCE, THE RESOLUTION, AND THE LOAN AGREEMENT. NO OWNER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY THIS NOTE, OR BE ENTITLED TO PAYMENT OF THIS NOTE FROM ANY FUNDS OF THE ISSUER EXCEPT FROM BUDGETED AND APPROPRIATED NON-AD VALOREM REVENUES AS DESCRIBED IN THE ORDINANCE, THE RESOLUTION, AND THE LOAN AGREEMENT.

The transfer of this Note may be registered only upon the books kept for the registration of this Note and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Owner or its attorney or legal representative in the form of the assignment set forth in this Note; provided, however, that this Note may be transferred only in whole and not in part and only to (i) an affiliate of the Owner or (ii) banks, insurance companies, or other financial institutions and their affiliates, that executes and delivers to the Issuer a Lender Certificate substantially in the form attached as Exhibit C to the Resolution. Nothing herein shall limit the right of the Owner or its assignees to sell or assign participation interests in this Note to one or more entities listed in (i) or (ii) of this paragraph. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for this Note a new Note registered in the name of the transferee. In all cases in which this Note shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this paragraph. The Issuer may make a charge for every such registration of transfer of this Note sufficient to reimburse it for any tax or other governmental charges required to be paid (other than a tax or other governmental charge imposed by the Issuer) with respect to such registration of transfer, but no other charge shall be made for registering the transfer.

Neither the members of the Village Council nor any Person executing this Note shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The Issuer has entered into certain additional covenants with the Owner of this Note, for the terms of which reference is made to the Loan Agreement.

It is hereby certified and recited that all acts, conditions, and things required by the Act to be performed, to exist and to happen precedent to and in connection with the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Village of Pinecrest, a Florida municipal corporation, has issued this Note and has caused the same to be signed by the Mayor and countersigned and attested to by the Village Clerk and approved as to form and legal sufficiency by the Village Attorney and its seal to be affixed, impressed, imprinted, lithographed, or reproduced hereon, all as of the 11th day of May, 2023.

VILLAGE OF PINECREST, FLORIDA

(SEAL)

By: _____
Name: Joseph M. Corradino
Title: Mayor

ATTESTED BY:

By: _____
Name: Priscilla Torres, CMC
Title: Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Name: Mitchell A. Bierman
Title: Village Attorney

CERTIFICATE OF AUTHENTICATION

Dated: May 11, 2023

This is the Note described in the within defined Loan Agreement and this Note is hereby duly authenticated and registered.

VILLAGE OF PINECREST, FLORIDA

By: _____
Name: Priscilla Torres, CMC
Title: Village Clerk

ASSIGNMENT

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

_____.

[Insert Name, Address, Social Security or Other Identifying Number of Assignee]

the within note and does hereby irrevocably constitute and appoint _____ as attorneys to register the transfer of the said note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Owner as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common
UNIF TRANS MIN ACT -- _____

(Cust.)

Custodian for _____
under Uniform Transfer to Minors Act of _____

(State)

Additional abbreviations may also be used though not in the list above.

SCHEDULE I

PRINCIPAL AMORTIZATION SCHEDULE

<u>Payment Date</u>	<u>Principal</u>
10/1/2023	\$80,525.85
10/1/2024	210,223.07
10/1/2025	218,463.82
10/1/2026	227,027.60
10/1/2027	235,927.08
10/1/2028	245,175.42
10/1/2029	254,786.30
10/1/2030	264,773.92
10/1/2031	275,153.06
10/1/2032	285,939.06
10/1/2033	297,147.87
10/1/2034	308,796.07
10/1/2035	320,900.88
10/1/2036	333,480.19
10/1/2037	346,552.61
10/1/2038	360,137.47
10/1/2039	374,254.86
10/1/2040	388,925.65
10/1/2041	404,171.54
10/1/2042	420,015.06
	<u>\$5,852,377.38</u>

SCHEDULE II

ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

The interest rate on this Note shall be subject to adjustment in the event of a change in certain tax laws and regulations as set forth below:

Determination of Taxability

In the event of a Determination of Taxability (as defined herein) due to the actions or omissions of the Issuer, the interest rate payable on this Note shall be subject to a full gross-up modification, at the rate of 4.81% (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Owner subject to such Determination of Taxability the Additional Amount (as defined herein) upon demand.

"Additional Amount" shall mean (a) the difference between (1) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (2) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (b) any penalties and interest paid or payable by such Owner to the Internal Revenue Service by reason of such Determination of Taxability.

"Determination of Taxability" shall mean a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Owner. No such decree or action 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 is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Owner and until the conclusion of any appellate review, if sought.

Default Rate

During the period in which an Event of Default shall have occurred and is continuing hereunder, this Note shall bear interest equal to 6.00% in excess of the Prime Rate as quoted in the Wall Street Journal (provided, however, the Prime Rate shall have a floor of 3.00%) (the "Default Rate") until such Default is cured. Additionally, if any Loan Repayment is paid later than fifteen (15) days after the date due, such payment shall incur an additional late fee of six percent (6.0%) on the overdue payment.

The Owner shall provide to the Issuer such documentation to evidence any adjustment to the Interest Rate and the calculations made in connection therewith. All calculations and determinations by the Owner of the amounts payable pursuant to the Interest Rate adjustment

provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error. Notwithstanding anything in this Note or the Loan Agreement to the contrary, in no event shall the interest rate on this Note or late charge on an overdue payment exceed the Maximum Rate.

EXHIBIT B

THE LOAN COMMITMENT



TD Bank, N.A.
255 Alhambra Circle
Coral Gables, FL 33134
Tel: 786-306-7404
Lance.Aylsworth@td.com

April 17, 2023 (Updated from April 11, 2023)

Village of Pinecrest, Florida
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Sent via email:

Mickey Johnston, Senior Managing Director, PRAG, mjohnston@pragadvisors.com
Rodney Walton, Account Exec. – Financial Services, Florida League of Cities, Inc., rwalton@flcities.com

RE: Request for Proposals for up to \$6,000,000 BQ Tax-Exempt Fixed Rate Loan for the Village of Pinecrest (2023 Loan)

Dear Messrs. Johnston & Walton:

In response to the above-referenced Request for Proposal, TD Bank, N.A. (the "Bank") is pleased to submit the following proposal to the Village of Pinecrest, 2023 Loan (the "Village").

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the Village or any other person for any losses, damages or consequential damages which may result from the Village's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

The Bank's Loan Proposal is subject to acceptance by the Village prior to 3:00 pm eastern standard time on April 17, 2023 and is contingent upon a Loan Closing with mutually acceptable documents between the Village and Bank on May 11, 2023 (+/- 30 days), unless otherwise negotiated between the Parties.

This letter, including the terms contained within the proposed Credit Accommodation, is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By: 
Lance Aylsworth
Vice President

TD BANK, N.A. ("BANK")

TERMS AND CONDITIONS OF CREDIT ACCOMODATION DATED April 11, 2023 ("LOAN")

THIS IS A STATEMENT OF PROPOSED TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. LOAN DETAILS:	
(a)	Borrower: Village of Pinecrest, Florida (the "Village" or "Borrower")
(b)	Facility: BQ Tax-Exempt Fixed Rate Loan (2023 Loan)
(c)	Purpose: To fund a portion of the Project and costs of issuance related to the 2023 Loan.
(d)	Amount: Not to exceed \$6,000,000.00 USD
(e)	Security: Covenant to Budget and Appropriate from Non-Ad Valorem Revenues.
(f)	Settlement Date: May 11, 2023 (+/- 30 days) Bank will hold rate to up to 30 days beyond May 11 th . Please see Rate Hold below.
(g)	Maturity: October 1, 2042
(h)	Repayment Terms: Principal payable annually on October 1, beginning October 1, 2023. Interest payable semiannually beginning October 1, 2023 and each April 1 and October 1 thereafter, based on a 30/360-day basis.
(i)	<p>Interest Rate:</p> <p>Prepayment Option A: Bank Qualified (BQ) Tax-Exempt Fixed Rate: The Indicative Fixed Rate as of April 17, 2023 is 3.61%. Non-Bank Qualified (NBQ) Tax-Exempt Fixed Rate: The Indicative Fixed Rate as of April 17, 2023 is 3.68%.</p> <p>Fixed rate of interest to be determined by adding 0.40% (40 basis points) to the prevailing 5-20year structure of Reg. Federal Home Loan Bank Boston Amortizing Advances, then multiplied by 80.0% if BQ or multiplied by 81.5% if NBQ. The Interest Rate is provided in the website link: https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing</p> <p>If loan becomes taxable, the max. taxable fixed rate will take the established BQ tax-exempt rate divided by the tax-exempt factor of 80.0% if BQ or 81.5% if NBQ, if no event of default has occurred.</p> <p>Prepayment Option B: (Option A rates + 24bps) Bank Qualified (BQ) Tax-Exempt Fixed Rate: The Indicative Fixed Rate as of April 17, 2023 is 3.85%. Non-Bank Qualified (NBQ) Tax-Exempt Fixed Rate: The Indicative Fixed Rate as of April 17, 2023 is 3.92%.</p>

		<p>Rate Hold: This rate will be held until a settlement date of May 11, 2023 (+/- up to 30 days), so long as the Bank receives notification that it will be recommended Bank prior to 3:00 pm eastern standard time on April 17, 2023, and the above index rate hasn't increased more than 5 basis points. Borrower will need to choose which prepayment option below at this time.</p> <p>Otherwise, if the index has moved more than 5 basis points, the Bank reserves the right to reprice the final Loan Rate based on the formula above, which was used to quote the Indicative BQ Fixed Rate for this Proposal.</p>
(j)	<u>Prepayment Ability:</u>	<p>Option A: Break Funding: (See *Note below "...ability to prepay annually up to 25%...without penalty")</p> <p>The Loan Facility may be prepaid in whole or in part upon thirty (30) days prior written notice to the Bank. Any partial prepayment of the Loan Facility shall be applied in inverse order of scheduled maturities or amortization installments. In the event of any prepayment of the Loan Facility, whether by voluntary prepayment, or otherwise, the Issuer shall, at the option of the Bank pay the greater of (i) 1% of the principal balance being prepaid plus accrued interest, or (ii) a "Break Funding Fee" in an amount computed as follows:</p> <p>The "Current Rate" shall be subtracted from the "Original Rate". If the result is zero or a negative number, there is no Break Funding Fee. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" divided by 360. Break Funding Fee = [Amount Being Prepaid x (Original Rate - Current Rate) x number of days in the Remaining Term/360 days] plus accrued interest.</p> <p>The Break Funding Fee shall be calculated by the Bank in accordance with its customary practices and the Bank's calculation shall be conclusive absent manifest error.</p> <p>"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of the Loan Facility.</p> <p>"Current Rate" means the Treasury Constant Maturities Rate effective on the date of the calculation.</p> <p>"Original Rate" means the Treasury Constant Maturities Rate effective on the day the Bank received the County's proposal acceptance.</p> <p>"Federal Reserve Banking Day" means any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which Federal Reserve is authorized or required by law, regulation or executive order to close.</p> <p>"Treasury Constant Maturities Rate" as used herein shall mean the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to bond equivalent yield) with the maturity closest to the Remaining Term as published on the Federal Reserve Board website (currently: federalreserve.gov/releases/h15/), or another recognized electronic source, two (2) "Federal Reserve Banking Days" prior to the determination date.</p> <p>*Note: Under Option A, Borrower shall have the ability to prepay annually up to 25% of the then outstanding balance amount without penalty; otherwise, Prepayment Penalty as described above applies.</p>

	<p>Option B: Multi-Step Prepayment Penalty: 5% in year 1, 4% in year 2, 3% in year 3, 2% in year 4, and 1% in year 5 with no prepayment penalty thereafter. Borrower can elect to have a "Multi-Step" prepayment penalty associated with this Loan by adding a premium of 24 basis points to the quoted proposed Loan Rate.</p> <p>Payments under any prepayment option will be applied in inverse order of scheduled maturity or amortization. Thirty (30) days prior written notice to the Bank of any prepayment.</p>
(k)	<p><u>Late Charges:</u> If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed</p>

2. FEES AND EXPENSES:

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Village's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Village agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a not to exceed **\$7,500.00** upon initial issuance. Bank's counsel shall be the following:

Michael Wiener | Holland & Knight
Partner
Holland & Knight LLP
100 North Tampa Street, Suite 4100 | Tampa, Florida 33602
Phone 863.499.5362 | Mobile 863.521.3388
michael.wiener@hklaw.com | www.hklaw.com

3. FINANCIAL REPORTING:

(a) The Borrower shall furnish the following financial reports:

<u>Types of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annually	Within 210 days after the end of the fiscal year
Annual Budget	Annually	Within 60 days of adoption

The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. LEGAL OPINIONS:

Prior to closing, there shall be delivered to the Bank: an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the loan is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3)(B) of the Code and the interest on the 2023 Loan is excludable from the gross income of the Bank. Customary Opinion of Borrower's Counsel in form and substance satisfactory to the Bank.

5. FINANCIAL COVENANTS:

All standard covenants and provisions shall be applicable to the Loan consistent with the Resolution, including but not limited to:

Anti-Dilution Test requires non-ad valorem revenues (prior two-year average) to cover projected maximum annual debt service on non-ad valorem revenue debt by at least 1.5x and projected maximum annual debt service for all debt secured by and/or payable solely from non-ad valorem revenues will not exceed 20% of Governmental Fund Revenues (prior two-year average)

6. EVENTS OF DEFAULT:

(a) Events of default shall include, but may not be limited to the following:

1. Breach of representation or warranties
2. Violation of covenants
3. Bankruptcy or insolvency
4. Payment default

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal. Prime Rate shall have a floor of 3%

7. OTHER CONDITIONS

- (a) All standard representations, warranties, rights and remedies in the event of default that are acceptable to the bank.
- (b) No Material Adverse Change to the Borrower.
- (c) Cross defaulted to all other Covenant to Budget & Appropriate debt.
- (d) If at any time the Facility is outstanding and the Moody's, S&P or Fitch Issuer Ratings or the future ratings on any issuer debt secured by Covenant to Budget & Appropriate debt are withdrawn/suspended for credit related reasons or reduced below A3/A-/A-, respectively, it shall be deemed an event of default. If ratings are withdrawn or not available for non-credit related reasons, this will not be an event of default.
- (e) The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- (f) All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- (g) The Village and the Bank knowingly, intentionally and voluntarily waive any right which either of them may have to a trial by jury in connection with any matter directly or indirectly relating to the Bond or any document executed in connection therewith.
- (h) **No Advisory or Fiduciary Role:** The Borrower acknowledge and agree that: (i) information contained in this document regarding the Credit Accommodation is for discussion purposes only in anticipation of engaging in arm's length commercial transactions with the Borrower in which the Bank would be acting solely as a principal to make the Credit Accommodation to the Borrower, and not as a municipal advisor, financial advisor or fiduciary to the Borrower or any other person or entity regardless of whether the Bank or an affiliate has or is currently acting as such on a separate transaction; (ii) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or its affiliates have provided other services or are currently providing other services to the Issuer and Borrower on other matters); (iii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this term sheet and the financing documents; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(i) **Patriot Act Notice:** Bank is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001) (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities and the prevention of money laundering. Bank hereby notifies the Borrower and, if applicable, any Guarantor(s) that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor(s), which information includes the name and address of the Borrower and Guarantor and other information that will allow Bank to identify the Borrower and Guarantor in accordance with the Act and to provide notice of such. Federal law also requires U.S. financial institutions to obtain, verify and record information about the Beneficial Owners of, and individuals with significant control over business activities of the Borrower and provide notice. This shall constitute such notice.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

Appendix A

Preliminary Principal Amortization*

10/1/2023	\$	68,754
10/1/2024		209,012
10/1/2025		217,373
10/1/2026		226,068
10/1/2027		235,110
10/1/2028		244,515
10/1/2029		254,295
10/1/2030		264,467
10/1/2031		275,046
10/1/2032		286,048
10/1/2033		297,489
10/1/2034		309,389
10/1/2035		321,765
10/1/2036		334,635
10/1/2037		348,021
10/1/2038		361,941
10/1/2039		376,419
10/1/2040		391,476
10/1/2041		407,135
10/1/2042		423,420
	\$	5,852,378

TD is well positioned to support your business.

Global Scale and Strategic Management

\$1.8+ trillion In assets (CDN) **26+ million** Customers¹ **\$84.7 billion** in total U.S. Commercial loans¹

- Part of TD Bank Group, one of the largest banks in North America with global presence in North America, Europe, Asia and Latin America
- Highly versatile Relationship Management team overseen by middle market banking thought leader
- Proven, customer-centric approach to generate tailored, creative and strategic solutions

Strong Balance Sheet

\$389.2 billion In total US deposits² **\$162.2 billion** In total US loans² **248% growth** From 2008 to Q2 2022

- \$389.2 billion in total US deposits vs. \$162.2 billion in total US loans, leaving TD with substantial excess lendable capital beyond desired common equity tier 1 ratio²
- Loan growth has consistently outpaced peers, particularly during periods of economic downturn
- TDBG net loan growth was 38% from 2008 to 2011, 11% from 2018 to 2020, and 248% from 2008 to Q2 2022²

Credit Ratings

These ratings make TD Bank the independently rated safest bank in North America³

Name	Moody's		S&P	DBRS
The Toronto Dominion Bank	Aa2		AA-	AA (high) ³
TD Bank, N.A.	Aa2 Long Term Deposits	A1 Long Term Debt	AA-	AA ³

Capabilities

TD Bank Group offers a full range of products and services in the U.S. and Canada – including consumer banking, commercial banking, specialty lending, wealth management and investment banking with TD Securities

➔ Visit tdbank.com/aboutus for more information.

¹ <https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

² Assets, employee count and financials as of April 30, 2022

³ US Peer Websites. U.S. peers defined as BAC, BBT, C, CITZ, JPM, MTB, PNC, STI, USB and WFC. Source: Bloomberg. Moody's rating based on senior long-term debt as of April 30, 2022, S&P rating based on long-term foreign issuer credit as of April 30, 2022.



EXHIBIT C

FORM OF LENDER CERTIFICATE

Village of Pinecrest, Florida
12645 Pinecrest Parkway
Pinecrest, Florida 33156

Re: \$5,852,377.38 Village of Pinecrest, Florida Capital Improvement Revenue Note,
Series 2023A, dated May 11, 2023 (the "Loan Obligation")

Ladies and Gentlemen:

TD Bank, N.A. (the "Lender") is extending credit to the Village of Pinecrest, Florida (the "Issuer"), evidenced by the Loan Obligation to hold for its own account to maturity or earlier prepayment and has no present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender, provided that the Lender retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer, or distribution by the Lender shall be made in accordance with applicable law and the provisions of the Loan Obligation. The Lender has required that as a condition to making such loan, that no CUSIP numbers be obtained and that the Loan Obligation not be made DTC eligible. No inference should be drawn that the Lender, in the acceptance of the Loan Obligation, is relying on Bryant Miller Olive P.A., Note Counsel, or Weiss Serota Helfman Cole & Bierman, P.L., Village Attorney, as to any such matters other than the legal opinions rendered by Note Counsel and by the Village Attorney.

The Lender is a lender that regularly extends credit by making loans in the form of state and local government obligations; has knowledge and experience in financial and business matters that make it capable of evaluating the Issuer, the Loan Obligation, and the risks associated with the making of such loan; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation.

The Lender acknowledges that it is (a) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

The Lender has conducted its own investigation of the financial condition of the Issuer and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation, the Issuer, and its operations, financial condition, and financial prospects as the Lender deems necessary to make an informed credit decision with respect to the making of the loan evidenced by the Loan Obligation.

The Lender acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, (iii) will not be listed on any securities exchange, and (iv) will carry no rating from any rating agency; and (b) there is no established market for the Loan Obligation and that none is likely to develop. The Lender acknowledges that Ordinance No. 2023-7, enacted by the Issuer on April 11, 2023, Resolution No. 2023-__ adopted by the Issuer on May 9, 2023, and the Loan Agreement, dated as of May 1, 2023, by and among the Florida Municipal Loan Council (the "Council"), the Issuer, and the Lender, are not being qualified under the Trust Indenture Act of 1939, as amended. The Lender acknowledges that (a) the making of the loan evidenced by the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) the Issuer has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document, or other disclosure document.

The Lender is not acting as a fiduciary for the Issuer or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor, or fiduciary in connection with its making of the loan evidenced by the Loan Obligation. The Lender has not acted as an agent or served as the Issuer's municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934). The Lender has no fiduciary duty to the Issuer, and is entering into an arm's length transaction involving extending credit to the Issuer evidenced by the Loan Obligation. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting, or other advice to or on behalf of the Issuer (including to any financial advisor or any placement agent engaged by the Issuer) with respect to the structuring, issuance, sale, or delivery of the Loan Obligation. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Issuer or its financial advisor or placement agent.

The Lender has been advised by the Counsel that the Council is a "municipal entity" under Section 15B(e)(8) of the Securities Exchange Act of 1934 (15 U.S.C.A.) and that it is not a municipal advisor to the Issuer and is not acting as such in providing services with respect to the Loan Obligation. The Lender also acknowledges that neither the Council nor Public Resources Advisory Group (the "Financial Advisor"), are acting as a broker or dealer with respect to the Loan Obligation nor is the loan being distributed as a security or otherwise marketed by the Council.

The Lender acknowledges that the Financial Advisor is relying on the representations contained herein for purposes of the Municipal Advisor's determination (i) that this transaction meets the requirements for being a qualified exception for purposes of MSRB Rule G-34, and (ii) that the Municipal Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the Issuer pursuant to MSRB Rule G-34 for the Loan Obligation.

DATED this 11th day of May, 2023.

TD BANK, N.A.

By: _____

Name: Lance Aylsworth

Title: Vice President

EXHIBIT D

DISCLOSURE LETTER

The undersigned, as lender, proposes to negotiate with the Village of Pinecrest, Florida (the "Issuer") for the extension of credit to the Issuer through the private purchase of the Issuer's \$5,852,377.38 Village of Pinecrest, Florida Capital Improvement Revenue Note, Series 2023A (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth below is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note:

Holland & Knight LLP
\$7,500.00

2. (a) No other fee, bonus, or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph 1. above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in connection with the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.00.

5. Truth-in-Bonding Statement:

The Issuer is proposing to issue the Note in the principal amount of \$5,852,377.38 to finance the costs of certain capital improvements as described in Resolution No. 2023-___ (the "Resolution") and the Loan Agreement, dated as of May 1, 2023, by and among the Issuer, the Lender, and the Florida Municipal Loan Council (the "Loan Agreement").

Based solely on calculations provided by Public Resources Advisory Group, the Note is expected to be repaid over a period of approximately 19.39 years. At a forecasted interest rate of

3.92%, total interest paid over the life of the Note is estimated to be approximately \$2,610,478.18. The source of repayment or security for the Note is a covenant to budget and appropriate Non-Ad Valorem Revenues (as defined in the Loan Agreement). Issuance of the Note is estimated to result in an annual average of approximately \$436,479.66 of the Non-Ad Valorem Revenues not being available to finance the other services of the Issuer during the life of the Note for approximately 19.39 years. This paragraph is provided pursuant to section 218.385, Florida Statutes, is for informational purposes only, and shall not affect or control the actual terms and conditions of the Note.

6. The name and address of the Lender is as follows:

T.D. Bank N.A.
255 Alhambra Circle, 12th Floor
Coral Gables, Florida 33134

This Disclosure Letter is provided for the sole purpose of complying with Section 218.385, Florida Statutes, as amended, and does not change the terms of and is not evidence of the terms of the Note. It is the understanding of the Lender that the Issuer has not requested any further disclosure from the Lender.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 11th day of May, 2023.

TD BANK, N.A.

By: _____
Name: Lance Aylsworth
Title: Vice President