

RESOLUTION NO. 18-9. 73

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA SUPPLEMENTING RESOLUTION NO. 2018-18-4.20 ADOPTED ON APRIL 24, 2018, PROVIDING FOR THE ISSUANCE OF \$5,050,000 NORTH RIVER SHORES (PHASE 2) MUNICIPAL SERVICE BENEFIT UNIT SPECIAL ASSESSMENT REVENUE NOTE, SERIES 2018 TO FINANCE THE COST OF THE ACQUISITION AND CONSTRUCTION OF VARIOUS IMPROVEMENTS IN THE NORTH RIVER SHORES (PHASE 2) MUNICIPAL SERVICE BENEFIT UNIT; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; FIXING CERTAIN DETAILS OF SAID NOTE; AUTHORIZING THE PRIVATE PLACEMENT OF THE NOTE WITH STI INSTITUTIONAL & GOVERNMENT, INC.; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE 2005 LOAN AGREEMENT DESCRIBED HEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE 2010 LOAN AGREEMENT DESCRIBED HEREIN; AMENDING THE MASTER RESOLUTION, AS DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

IT IS HEREBY ADOPTED BY THE COUNTY COMMISSION OF MARTIN COUNTY, FLORIDA:

Section 1: Authority. This Supplemental Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 125, Florida Statutes, Chapter 29, Article 2, Code of Laws and Ordinances of the Issuer (as defined in the hereinafter described Master Resolution), the Assessment Ordinance (as defined in the hereinafter described Master Resolution), and other applicable provisions of law, and Resolution No. 2018-18-4.20 heretofore adopted on April 24, 2018 (the "Master Resolution").

Section 2: Definitions. All capitalized undefined terms shall have the same meanings as ascribed thereto in the Master Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Financial Advisor" shall mean, collectively, Hilltop Securities Inc. and Masterson Advisors LLC.

"First Amendment to 2005 Loan Agreement" shall mean the First Amendment to Loan Agreement by and between the Issuer and SunTrust Bank, to be dated September 27, 2018 or such other date as determined by the Issuer, a substantially complete form of which is attached hereto as Exhibit D.

"First Amendment to 2010 Loan Agreement" shall mean the First Amendment to Loan Agreement by and between the Issuer and SunTrust Bank, to be dated September 27, 2018 or such other date as determined by the Issuer, a substantially complete form of which is attached hereto as Exhibit E.

"2005 Loan Agreement" shall mean the Loan Agreement between the Issuer and SunTrust Bank, dated January 28, 2005 relating to Martin County, Florida Improvement Revenue Note, Series 2005 (Capital Projects).

"2010 Loan Agreement" shall mean the Loan Agreement between the Issuer and SunTrust Bank, dated as of October 27, 2010 relating to Martin County, Florida Capital Improvement Revenue Note, Series 2010.

"Maturity Date" shall mean July 1, 2039.

"Note" shall mean the Issuer's North River Shores (Phase 2) Municipal Service Benefit Unit Special Assessment Revenue Note, Series 2018 authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Original Purchaser" shall mean STI Institutional & Government, Inc., and its successors and assigns.

"Master Resolution" shall mean Resolution No. 2018-18-4.20 adopted by the Issuer on April 24, 2018, as may be amended and supplemented from time to time.

"Permitted Lender" shall mean any "accredited investor" (as defined in Rule 501(a) of the Securities Act of 1933, as amended), bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State.

"Principal Office" shall mean with respect to the Original Purchaser, the office located at 501 South Flagler Drive, 1st Floor, West Palm Beach, Florida 33401, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Resolution" shall mean the Master Resolution, as amended and supplemented hereby.

"State" shall mean the State of Florida.

Section 3: Findings.

(A) For the benefit of its citizens, the Issuer finds, determines and declares that the most efficient and fairest method of financing the acquisition and construction of the Project is by issuance of the Note secured by the Pledged Revenues.

(B) The Pledged Revenues are expected to be sufficient to pay the principal of and interest on the Note herein authorized, as the same become due, and to make all deposits required by the Resolution.

(C) The Issuer has solicited proposals in response to a Request for Proposal (RFP) 2018-3076 distributed by the Issuer on July 17, 2018 for loan proposals to provide financing for the Costs of the Project, and it is hereby determined, based on advice of the Financial Advisor, that the proposal from the Original Purchaser dated August 15, 2018 contains terms and provisions that are favorable to the Issuer, and it is necessary and desirable to authorize the County Administrator to accept such proposal on behalf of the Issuer; provided, however, in the event of any conflicts as between such proposal and the Resolution, the terms and conditions of the Resolution shall prevail.

(D) The Issuer desires to amend the 2005 Loan Agreement and the 2010 Loan Agreement to amend and restate the anti-dilution tests therein to conform to the anti-dilution test set forth herein, and does hereby authorize the execution and delivery of the First Amendment to 2005 Loan Agreement and the First Amendment to 2010 Loan Agreement in substantially the forms attached hereto as Exhibit D and Exhibit E, respectively.

Section 4: Authorization of Note. An obligation of the Issuer to be known as the "Martin County, Florida North River Shores (Phase 2) Municipal Service Benefit Unit Special Assessment Revenue Note, Series 2018" is hereby authorized to be issued in a principal amount of \$5,050,000 for the purpose of financing the Costs of the Project, capitalized interest, and paying the costs of issuing the Note.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon an RFP process. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The County Administrator is authorized to accept the proposal from the Original Purchaser dated August 15, 2018 which is attached hereto as Exhibit F.

Section 5: The Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued under the Resolution by those who shall hold the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Holder.

Section 6: Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

- (A) **Interest Rate.** The Note shall bear interest at the Interest Rate (as defined in the Note).
- (B) **Principal and Interest Payment Dates.** Interest on the Note shall be paid semi-annually, calculated based on twelve 30-day months and a 360-day year, on each January 1 and July 1, commencing January 1, 2019 (each an "Interest Payment Date"). The Note is a Term Bond. Amortization Installments on the Note shall be paid annually on July 1, commencing July 1, 2020, in the Amortization Installments and on the dates set forth in the Note with a final maturity date of the Maturity Date.
- (C) **Prepayment of the Note.** The Note shall be subject to prepayment as described in the Note.
- (D) **Form of the Note.** The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman.
- (E) **Original Denomination of the Note.** The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

Section 7: Anti-Dilution Test. The Issuer will not issue any Non-Enterprise Non-Ad Valorem Revenue Obligations unless, for the Computation Period, (i) the total Non-Enterprise Non-Ad Valorem Revenues, less (ii) the product of (a) Non-Enterprise Non-Ad Valorem Revenues divided by Total Non-Enterprise Fund Revenues times (b) Governmental Expenses, and less (iii) principal and interest payments on Non-Enterprise Non-Ad Valorem Revenue Obligations equals or exceeds one hundred twenty-five percent (125%) of Existing and Proposed CB&A Debt Service.

For purposes of this covenant, annual debt service means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that

such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such debt is amortized over 20 years on an approximately level annual debt service basis, such amortization commencing on the date of issuance of such debt. The foregoing notwithstanding, for purposes of calculating annual debt service, any debt which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this covenant as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

For purposes of this Section 7, the following terms shall have the following meanings:

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

"CB&A Obligations" means obligations secured by a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, and excludes obligations as to which the covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues either (i) backs up a lien on Enterprise Fund Revenues as the source of security, but only to the extent that the Issuer does not expect to apply Non-Enterprise Non-Ad Valorem Revenues to the payment of such debt service in the future, or (ii) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement.

"Computation Period" means (i) the period of 12 consecutive months out of the 24 months, or (ii) the complete Fiscal Year immediately preceding the date of issuance of the proposed CB&A Obligations.

"Direct Pledge Obligations" means obligations secured by a lien on and pledge of one or more Non-Enterprise Non-Ad Valorem Revenues.

"Enterprise Fund Revenues" means all revenues received by the Issuer within an Enterprise Fund which is not a Governmental Fund.

"Existing and Proposed CB&A Debt Service" means the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Non-Enterprise Non-Ad Valorem Revenue Obligations outstanding at the time or proposed to be issued plus the proposed Non-Enterprise Non-Ad Valorem Revenue Obligations.

"Governmental Expenses" means expenditures for general governmental and public safety services provided by the Issuer in the General Fund, as itemized in the audited financial statements of the Issuer.

"Non-Enterprise Non-Ad Valorem Revenue Obligations" means Direct Pledge Obligations and CB&A Obligations.

"Non-Enterprise Non-Ad Valorem Revenues" means all Non-Ad Valorem Revenues received during the Computation Period (a) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing future liens on such Non-Ad Valorem Revenues and (b) excluding Enterprise Fund Revenues.

"Total Non-Enterprise Fund Revenues" means all revenues received by the Issuer during the Computation Period, excluding Enterprise Fund Revenues.

Section 8: Execution and Delivery of Note. The Note, in substantially the form set forth in Exhibit A attached hereto, shall be executed and delivered in accordance with Section 2.04 of the Master Resolution.

Section 9: Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. Notwithstanding anything herein to the contrary, the Note may not be transferred, except in whole, and only to a Permitted Lender, and may not be transferred in a denomination less than \$100,000, even in whole.

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

Section 10: No Reserve Funding. The Note shall not be secured by any amounts on deposit in the Reserve Account or any subaccount therein. The Reserve Account Requirement for the Note is \$0.

Section 11: Application of Proceeds of Note.

(A) The proceeds received from the sale of the Note shall be applied by the Issuer simultaneously with the delivery of the Note to the Original Purchaser, as follows:

- (1) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note;

- (2) The Issuer shall next deposit proceeds in the Capitalized Interest Subaccount of the Construction Fund to pay capitalized interest on the Note; and
- (3) Remaining proceeds shall be deposited by the Issuer in the Capital Construction Account of the Construction Fund to be used to pay Costs of the Project.

Section 12: Additional Covenants of the Issuer. In addition to the covenants of the Issuer contained in the Master Resolution, the Issuer additionally covenants as follows:

(A) *Financial Statements; Other Information.* The Issuer shall provide the Holder of the Note with a copy of its annual audited financial statements within 270 days of the end of its Fiscal Year while any principal of and interest on the Note is Outstanding. The Issuer shall provide the Original Purchaser with any other information, reports, schedules (financial or otherwise), all as the Original Purchaser may reasonably request.

(B) *Annual Budget.* The Issuer shall provide the Holder of the Note with a copy of its annual budget within 30 days of its adoption in each year while any principal of and interest on the Note is Outstanding.

(C) *Auto Debit.* The Issuer is hereby authorized to execute an agreement authorizing the Holder of the Note to debit a deposit account maintained by the Issuer with SunTrust Bank for all amounts due under the Note.

Section 13: Paying Agent and Registrar. The Paying Agent and Registrar with respect to the Note is the Clerk.

Section 14: Amendment. The Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the prior written consent of the Holder of the Note.

Section 15: Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Holder any legal or equitable right, remedy or claim under or with respect to the Resolution or any covenants, conditions and provisions contained in the Resolution. The Resolution and all of the covenants, conditions and provisions thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Holder.

Section 16: Impairment of Contract. The Issuer covenants with the Holder of the Note that it will not, without the written consent of the Holder of the Note, enact any ordinance or adopt any resolution or execute any contract which repeals, impairs or amends in any manner

materially adverse to the Holder the rights granted to the Holder of the Note under the Resolution.

Section 17: Application of Provisions of the Master Resolution. The Note shall for all purposes be considered to be "Bonds" issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for all Bonds. The covenants and pledges contained in the Master Resolution shall be applicable to the Note in like manner as applicable to all other Bonds.

Section 18: Authorization of First Amendment to 2005 Loan Agreement. The substantially final form of the First Amendment to 2005 Loan Agreement attached hereto as Exhibit D is hereby approved, subject to such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman or such other Authorized Issuer Officer member executing same, upon the advice of the County Attorney and Note Counsel, execution thereof by the Chairman, or such other Authorized Issuer Officer, to be deemed conclusive evidence of the approval of such changes. The Chairman or such other Authorized Issuer Officer is hereby authorized and directed to execute and deliver the First Amendment to 2005 Loan Agreement, to be attested under seal by the Clerk. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of the First Amendment to 2005 Loan Agreement by the Issuer, including any changes to the form being approved.

Section 19: Authorization of First Amendment to 2010 Loan Agreement. The substantially final form of the First Amendment to 2010 Loan Agreement attached hereto as Exhibit E is hereby approved, subject to such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman or such other Authorized Issuer Officer member executing same, upon the advice of the County Attorney and Note Counsel, execution thereof by the Chairman, or such other Authorized Issuer Officer, to be deemed conclusive evidence of the approval of such changes. The Chairman or such other Authorized Issuer Officer is hereby authorized and directed to execute and deliver the First Amendment to 2010 Loan Agreement, to be attested under seal by the Clerk. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of the First Amendment to 2010 Loan Agreement by the Issuer, including any changes to the form being approved.

Section 20: Authorization of Certain Amendments to the Master Resolution. Section 3.06(1) of the Master Resolution is hereby amended and restated as follows (deletions are shown with strikethroughs and additions are shown with bold underlined text):

- (1) The Issuer shall call for extraordinary mandatory redemption, such amount of such Bonds in multiples of authorized denominations thereof that will as nearly as practicable exhaust the remainder of such moneys. Such Bonds to be so redeemed shall be ~~selected in the Issuer's sole discretion~~ **applied on a pro-rata basis across maturities (treating Amortization Installments as maturities).**

Section 21: Severability. If any one or more of the covenants, agreements or provisions of the Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of the Resolution or of the Note issued thereunder.

Section 22: Business Days. In any case where the due date of interest on or principal of Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal payment date, provided that credit for payments made shall not be given until the payment is actually received by the Holder.

Section 23: Applicable Provisions of Law. The Resolution shall be governed by and construed in accordance with the laws of the State. In connection with any action arising under or related to the Note and the Resolution, the exclusive forum, venue and place of jurisdiction in a court of competent jurisdiction in Martin County, Florida.

Section 24: Waiver of Jury Trial. To the extent permitted by applicable law, each of the Issuer and the Holder of the Note, by virtue of acceptance of the Note, knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with the Note, the Resolution, or any agreement contemplated to be executed in connection with the Resolution or the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto. This provision is a material inducement to the Holder of the Note to purchase the Note.

Section 25: Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to the Resolution and not solely to the particular portion in which any such word is used.

Section 26: Captions. The captions and headings in the Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Resolution.

Section 27: Prior Resolutions. All prior resolutions of the Issuer inconsistent with the provisions of the Resolution are hereby amended and supplemented to conform with the provisions herein contained.

Section 28: No Personal Liability. Neither the members of the Board of County Commissioners nor any Person executing the Note shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 29: General Authority. The members of the Board of County Commissioners of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by the Resolution or desirable or consistent with the requirements of the Resolution for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and the Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel to effectuate the sale of the Note to the Original Purchaser.

Section 30: No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and in the Note, (iii) the Original Purchaser is not acting as a municipal advisor or financial advisor to the Issuer and (iv) the Original Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Original Purchaser has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Original Purchaser is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) the Original Purchaser has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; (c) notwithstanding anything herein to the contrary, it is the intention of the Issuer and the Original Purchaser that the Note represents a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Original Purchaser is delivered solely to evidence the repayment obligations of the Issuer under the Note; and (d) the Original Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Original Purchaser has no obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Original Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Issuer is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and in the Note are made pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq., to the extent that such rules apply to the transactions contemplated hereunder.

Section 31: Permission to Use Information. The Issuer agrees and consents that the Holder shall be permitted to use information related to the Note in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

Section 32: Patriot Act Notice. The Original Purchaser hereby notifies the Issuer that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), the Original Purchaser may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Original Purchaser to identify the Issuer in accordance with the Act.

Section 33: Notice of Defaults. The Issuer shall within five (5) Business Days after it acquires knowledge thereof, notify the Holder in writing (a) upon the happening, occurrence, or existence of any Event of Default, and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Holder, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Holder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

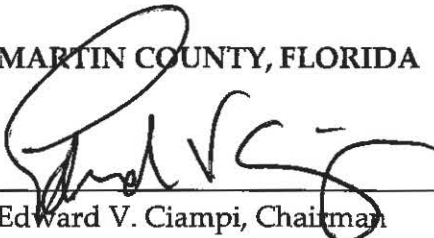
Section 34: Resolution to Continue in Force. The Resolution and all the terms and provisions thereof, are and shall remain in full force and effect.

Section 35: Effective Date. This Supplemental Resolution shall take effect immediately upon its adoption and authentication as provided by law.

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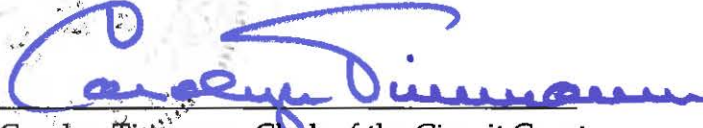
Passed and Adopted this 25th day of September, 2018, at a regular meeting duly called and held.

MARTIN COUNTY, FLORIDA



Edward V. Ciampi, Chairman
Board of County Commissioners


ATTEST:



Carolyn Timmann, Clerk of the Circuit Court
and Comptroller

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**



Sarah W. Woods, County Attorney

EXHIBIT A

[FORM OF NOTE]

No. R-1

\$5,050,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
MARTIN COUNTY, FLORIDA
NORTH RIVER SHORES (PHASE 2)
MUNICIPAL SERVICE BENEFIT UNIT,
SPECIAL ASSESSMENT REVENUE NOTE,
SERIES 2018**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.12% (subject to adjustment as herein provided)	July 1, 2039	September 27, 2018

Registered Holder: STI Institutional & Government, Inc.

Principal Amount: FIVE MILLION FIFTY THOUSAND AND NO/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, Martin County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the moneys hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified herein as Amortization Installments and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent Interest Payment Date to which interest has been paid, as applicable, at the Interest Rate (as hereinafter defined) per annum identified above on January 1 and July 1 of each year, commencing January 1, 2019, until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto. The Interest Rate on this Note shall be subject to adjustment as provided herein. Interest shall be calculated based upon a year of 360 days, consisting of twelve 30-day months. Capitalized terms not otherwise defined herein shall have such meanings as ascribed to them in the hereinafter defined Resolution.

"Interest Rate" shall mean a per annum rate equal to (a) 3.12%, multiplied, prior to the occurrence of an Event of Taxability, by (b) the Margin Rate Factor, and after an Event of Taxability shall mean the Taxable Rate. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

"Margin Rate Factor" shall mean a fraction the numerator of which is equal to one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation and the denominator

of which is 0.79. The Margin Rate Factor shall be 0.79/0.79 or 1.0 so long as the Maximum Federal Corporate Tax Rate shall be 21%, and thereafter shall increase or decrease from time to time effective as of the effective date of any decrease or increase, respectively, in the Maximum Federal Corporate Tax Rate; provided, however, should the Marginal Corporate Tax Rate increase, the Issuer must notify the Registered Holder in writing of any errors to such rate and the Registered Holder shall only be responsible to correct such rate for no more than 30 days prior to notification to the Registered Holder and should the Marginal Corporate Tax Rate decrease, the Registered Holder must notify the Issuer in writing of any errors to such rate and the Issuer shall only be responsible to correct any payments for no more than 30 days prior to notification to the Issuer.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to the Registered Holder, the maximum statutory rate of federal income taxation which could apply to the Registered Holder). The Maximum Federal Corporate Tax Rate on the date of execution of this Note is 21%.

Such Principal Amount and interest and the premium, if any, on this Note are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts, and shall be paid by, in the case of the Registered Holder, auto debit, and in the case of any transferee, bank wire transfer or auto debit, for the account of such Registered Holder or transferee, respectively. Such Principal Amount and the premium, if any, on this Note, are payable, at the Principal Office of the Registered Holder. No presentment shall be required for any payment or prepayment of this Note except upon final maturity.

In the event of an Event of Taxability on all or a portion of this Note, the Interest Rate on this Note, shall be converted to the Taxable Rate effective retroactively to the date on which such Event of Taxability was made and this adjustment shall survive payment on this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired. "Event of Taxability" shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest is includable in the gross income of the Registered Holder for Federal income tax purposes as a result of the action or inaction of the Issuer; provided, no Event of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Event of Taxability. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the Registered Holder of this Note. Upon an Event of Taxability, the Issuer agrees to pay, immediately upon demand, to the Registered Holder certain additional amounts, as follows:

(i) an additional amount equal to the difference between (x) the amount of interest paid on this Note during the Taxable Period and (y) the amount of interest that would have been paid on this Note during the Taxable Period had this Note borne interest at the Taxable Rate; plus

(ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Holder as a result of the occurrence of an Event of Taxability.

"Taxable Period" shall mean the period of time between (a) the date that interest on this Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which this Note bears interest at the Taxable Rate. "Taxable Rate" shall mean shall mean the interest rate per annum that shall provide the Registered Holder with the same after tax yield that the Registered Holder would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Registered Holder as a result of such Event of Taxability. The Registered Holder shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer. The Registered Holder shall, upon written request of the Issuer, provide reasonable evidence to the Issuer supporting the calculation of the Taxable Rate by the Registered Holder. Following the occurrence of an Event of Taxability, the Registered Holder shall not be obligated to contest or protest the determination that interest on this Note is or was taxable, nor cooperate with the Issuer in pursuing any such contest or protest, but they may do so in their discretion if indemnified by the Issuer to their satisfaction.

Upon an Event of Default and while it continues to occur, the Interest Rate on this Note shall immediately and automatically be changed to the Default Rate. "Default Rate" shall mean the lesser of (i) the sum of the Prime Rate plus five percent (5%) or (ii) the maximum lawful rate. "Prime Rate" shall mean the per annum rate which the Original Purchaser's affiliate SunTrust Bank announces from time to time to be its prime rate, as in effect from time to time. The prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. The Original Purchaser's affiliate SunTrust Bank may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

Notwithstanding the foregoing, in the event all amounts due the Registered Holder under this Note have been paid in full, the obligations of the Issuer hereunder that survive such repayment shall be thereafter unsecured.

This Note is a Term Bond. Unless earlier prepaid, the Amortization Installments of this Note shall be paid in the following amounts on the following dates:

Dates	Amounts
07/01/2020	\$186,000
07/01/2021	192,000
07/01/2022	197,000
07/01/2023	204,000
07/01/2024	210,000
07/01/2025	217,000
07/01/2026	223,000
07/01/2027	230,000
07/01/2028	237,000
07/01/2029	245,000
07/01/2030	252,000
07/01/2031	260,000
07/01/2032	268,000
07/01/2033	277,000
07/01/2034	285,000
07/01/2035	294,000
07/01/2036	304,000
07/01/2037	313,000
07/01/2038	323,000
07/01/2039	333,000

This Note is issued for the principal purpose of providing moneys to finance the Costs of the Project, under the authority of and in full compliance with the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 29, Article 2, Code of Laws and Ordinances of the Issuer, the Assessment Ordinance, and other applicable provisions of law (the "Act"), and Resolution No. 2018-18-4.20 duly adopted by the Board of County Commissioners of the Issuer on April 24, 2018, as amended and supplemented by a resolution duly adopted by the Board of County Commissioners of the Issuer on September 25, 2018 (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Note is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. This Note is issuable in the form of a fully registered Note in the denomination equal to the principal amount of this Note. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Note as the absolute owner hereof for all purposes, whether or not this Note shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer

of this Note during the fifteen (15) days next preceding an Interest Payment Date or, in the case of any proposed prepayment of this Note, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such prepayment and, in the case of this Note called for prepayment, continuing until such prepayment date.

This Note may be pre-paid in whole or in part on any Business Day subject to the terms hereof and upon at least two Business Days' prior written notice to the Registered Holder specifying the amount of prepayment. In the event that the Issuer pursuant to this paragraph optionally prepays in any calendar year an aggregate of more than ten percent (10%) of the principal amount of this Note outstanding on January 1 of such calendar year and the Issuer is not exercising its right to extraordinary mandatory prepayment described in the next paragraph, the Issuer shall, at the time of any prepayment, whether optional or at any other time this Note is paid earlier than its scheduled maturity, pay to the Registered Holder the interest accrued to the date of prepayment on the principal amount being prepaid plus an additional fee or redemption premium equal to the present value of the difference between (1) the amount that would have been realized by the Registered Holder on the prepaid amount for the remaining term of the loan at the ICE Benchmark Administration ("IBA") rate for fixed-rate payers in U.S. Dollar interest rate swaps for a term corresponding to the term of this Note, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the issuance date of this Note, and (2) the amount that would be realized by the Registered Holder by reinvesting such prepaid funds for the remaining term of the loan at the IBA Index for rates for fixed-rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may prepay with no additional fee or redemption premium. Should the IBA no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, the Holder may substitute the IBA Index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by SunTrust Bank (or affiliate thereof). The Registered Holder shall provide the Issuer with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding. The application of such fee or prepayment premium is not intended to, and shall not be deemed to be, an increase in the Interest Rate. Notwithstanding anything to the contrary in the Resolution, any partial prepayment pursuant to this paragraph shall be applied as determined by the Registered Holder in its sole discretion. If the Issuer prepays in any calendar year less than ten percent (10%) of the principal amount that was outstanding on this Note on January 1 of such calendar year, such prepayment may be made at par plus interest accrued to the date of prepayment on the principal amount being prepaid and with no fee or prepayment premium as described above.

Notwithstanding anything herein or in Section 3.06 of the Master Resolution to the contrary, all or a portion of this Note shall be subject to extraordinary mandatory prepayment at the prepayment price of par, plus accrued interest to the date of prepayment, and without penalty of premium, but only from Prepayments on deposit in the Prepayments Fund, and shall be applied to the retirement of such Note as follows:

(1) The Issuer shall call for extraordinary mandatory prepayment, the amount of such Note in multiples authorized therein that will as nearly as practicable exhaust the remainder of such moneys. Any partial prepayment pursuant to this paragraph shall be applied on a pro rata basis across maturities (treating Amortization Installments as maturities).

(2) The Issuer shall pay from the Interest Account the interest accrued on such prepaid portion of this Note to the date of prepayment thereof.

(3) The foregoing procedures for retirement of this Note shall apply, notwithstanding any other provisions of the Resolution to the contrary, when the amount on deposit in the Prepayments Fund equals or exceeds \$100,000.

(4) Any prepayment of such portion of this Note from amounts in the Prepayments Fund shall be without premium notwithstanding anything to the contrary herein or in Section 6.01 of the Master Resolution to the contrary. Pending application thereof to any prepayment contemplated hereby, amounts in the Prepayments Fund shall be invested in Authorized Investments that mature prior to the date such amounts are needed to pay the prepayment price of this Note, as the case may be.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Note, the nature, manner and extent of enforcement of such pledge and covenants, the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

This Note and the interest hereon are payable from and secured by a lien upon and a pledge of Pledged Revenues (as defined in the Resolution). In addition, this Note is secured by a backup covenant to budget and appropriate Non-Ad Valorem Revenues in the manner and to the extent described in the Resolution.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS NOTE THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST.

THIS NOTE AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER OR THE PROJECT, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE FROM, THE PLEDGED REVENUES AND A BACKUP COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES IN THE MANNER AND TO THE EXTENT DESCRIBED IN THE RESOLUTION. THIS NOTE SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

Neither the members of the Board of County Commissioners of the Issuer nor the Chairman 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.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Martin County, Florida, by resolution duly adopted by its Board of County Commissioners, has caused this Note to bear the signatures of its Chairman, to be attested by the signature of its Clerk, and a facsimile of the official seal of the Issuer to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the 27th day of September, 2018.

(SEAL)

MARTIN COUNTY, FLORIDA

By: _____
Chairman, Board of County
Commissioners

ATTESTED:

By: _____
Clerk of the Circuit Court and Comptroller

CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

September 27, 2018

Registrar, Clerk of the Circuit Court and Comptroller

By: _____
Authorized Signatory

VALIDATION CERTIFICATE

This Note was validated and confirmed by judgment of the Circuit Court of the Nineteenth Judicial Circuit in and for Martin County, Florida, rendered on July 13, 2018.

Chairman, Board of County Commissioners

[Remainder of page intentionally left blank]

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 an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder 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 list above.

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that STI Institutional & Government, Inc. (the "Purchaser") has not required Martin County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$5,050,000 North River Shores (Phase 2) Municipal Service Benefit Unit Special Assessment Revenue Note, Series 2018 (the "Note") no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Note Counsel or the County Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the County Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2018-18-4.20 adopted by the Board of County Commissioners of the Issuer on April 24, 2018, as supplemented by a resolution adopted by the Board of County Commissioners of the Issuer on September 25, 2018 (collectively, the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We are purchasing the Note for our own account and have no current intention to syndicate the Note.

We are not acting as a broker or other intermediary, and are purchasing the Note from our own capital for our own account and not with a present view to a resale or other distribution to the public.

We understand that the Note is issued in a single denomination equal to the principal amount of the loan and may not be transferred except in whole and will not be transferred to any kind of trust under any circumstances, and may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, or an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We understand that the Note is not a municipal security and that no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Board's continuing disclosure site.

We have in our possession or have had access to all material information concerning the security and sources of payment of the Note, and, as a result thereof, are thoroughly familiar with the nature and risks of the loan of the proceeds of the Note. We have been afforded access to all material information and have had sufficient opportunity to discuss the business of the Issuer and the projects financed with the proceeds of the Note, with its officers, employees and others, and have been permitted to make an investigation of the Issuer and its operations. We do not require any further information or data concerning the Issuer in order to close on the Note.

In purchasing the Note, we have relied solely upon our own investigation, examination and evaluation of the Note Security, the Issuer and other relevant matters as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances and have not relied upon any statement or materials which have not been supported by our own investigation and examination.

We have knowledge and experience in financial and business matters, particularly in taxable and tax-exempt obligations, and are capable of evaluating the merits and risks of the loan of the proceeds of the Note and have determined that we can bear the economic risk of the loan of the proceeds of the Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the Note is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the County Attorney shall have any obligation to effect any such registration or qualification.

We further acknowledge that there will be no CUSIPs or credit ratings obtained on the Note.

DATED this 27th day of September, 2018.

STI INSTITUTIONAL & GOVERNMENT, INC.

By: _____

Name: W. Dane Sheldon

Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following an RFP process, the undersigned, as purchaser, proposes to negotiate with Martin County, Florida (the "Issuer") for the private purchase of its \$5,050,000 North River Shores (Phase 2) Municipal Service Benefit Unit Special Assessment Revenue Note, Series 2018 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Holland & Knight LLP
Purchaser's Counsel -- \$10,000

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

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, 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 Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

You have disclosed to us that (i) the Note is being issued primarily to finance the acquisition and construction of various improvements to the North River Shores (Phase 2) Municipal Service Benefit Unit.

Unless earlier prepaid, the Note is expected to be repaid by July 1, 2039; at an interest rate of 3.12%, total interest paid over the life of the Note is estimated to be \$1,934,044.67.

The Note will be secured by Special Assessment Proceeds and payable from a backup covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution No. 2018-18-4.20 adopted by the Board of County Commissioners of the Issuer on April 24, 2018, as supplemented by a resolution adopted by the Board of County Commissioners of the Issuer on September 25, 2018 (together, the "Resolution"). See the Resolution for a definition of Special Assessment Proceeds and Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$336,400.33 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

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

STI Institutional & Government, Inc.
501 South Flagler Drive, 1st Floor
West Palm Beach, Florida 33401

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 27th day of September, 2018.

STI INSTITUTIONAL & GOVERNMENT, INC.

By: _____

Name: W. Dane Sheldon

Title: Senior Vice President

EXHIBIT D

FORM OF FIRST AMENDMENT TO 2005 LOAN AGREEMENT

**FIRST AMENDMENT TO
LOAN AGREEMENT**

between

MARTIN COUNTY, FLORIDA

and

SUNTRUST BANK

Dated September 27, 2018

Relating to

Martin County, Florida
\$8,200,000
Improvement Revenue Note, Series 2005
(Capital Projects)

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (hereinafter referred to as the "First Amendment") made and entered into as of September 27, 2018, by and between MARTIN COUNTY, FLORIDA (the "County") and SUNTRUST BANK (the "Bank"), for the purpose of amending the hereinafter described Loan Agreement.

WITNESSETH:

WHEREAS, the County and the Bank previously entered into that certain Loan Agreement dated as of January 28, 2005, (the "Original Loan Agreement"), pursuant to which the Bank extended a loan to the County in an amount to equal to \$8,200,000 (the "Loan"); and

WHEREAS, the County and the Bank wish to make certain amendments and modifications to the terms and conditions contained in the Original Loan Agreement, subject to the conditions, limitations and requirements as hereinafter set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Amendments to Original Loan Agreement. Section 10(F) of the Original Loan Agreement is hereby amended and restated as follows:

Anti-Dilution Test. The County will not issue any Non-Enterprise Non-Ad Valorem Revenue Obligations unless, for the Computation Period, (i) the total Non-Enterprise Non-Ad Valorem Revenues, less (ii) the product of (a) Non-Enterprise Non-Ad Valorem Revenues divided by Total Non-Enterprise Fund Revenues times (b) Governmental Expenses, and less (iii) principal and interest payments on Non-Enterprise Non-Ad Valorem Revenue Obligations equals or exceeds one hundred twenty-five percent (125%) of Existing and Proposed CB&A Debt Service.

For purposes of this covenant, annual debt service means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such debt is amortized over 20 years on an approximately level annual debt service basis, such amortization commencing on the date of issuance of such debt. The foregoing notwithstanding, for purposes of calculating annual debt service, any debt which bears interest at a variable rate with respect to which the County has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this covenant as bearing interest at a fixed rate equal to the fixed rate payable by the County under the interest rate swap, or the capped rate provided by the interest rate cap.

For purposes of this Section, and notwithstanding anything herein to the contrary, the following terms shall have the following meanings:

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

"CB&A Obligations" means obligations secured by a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, and excludes obligations as to which the covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues either (i) backs up a lien on Enterprise Fund Revenues as the source of security, but only to the extent that the County does not expect to apply Non-Enterprise Non-Ad Valorem Revenues to the payment of such debt service in the future, or (ii) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement.

"Computation Period" means (i) the period of 12 consecutive months out of the 24 months, or (ii) the complete Fiscal Year immediately preceding the date of issuance of the proposed CB&A Obligations.

"Direct Pledge Obligations" means obligations secured by a lien on and pledge of one or more Non-Enterprise Non-Ad Valorem Revenues.

"Enterprise Fund Revenues" means all revenues received by the County within an Enterprise Fund which is not a Governmental Fund.

"Existing and Proposed CB&A Debt Service" means the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Non-Enterprise Non-Ad Valorem Revenue Obligations outstanding at the time or proposed to be issued plus the proposed Non-Enterprise Non-Ad Valorem Revenue Obligations.

"Governmental Expenses" means expenditures for general governmental and public safety services provided by the County in the General Fund, as itemized in the audited financial statements of the County.

"Non-Enterprise Non-Ad Valorem Revenue Obligations" means Direct Pledge Obligations and CB&A Obligations.

"Non-Enterprise Non-Ad Valorem Revenues" means all Non-Ad Valorem Revenues received during the Computation Period (a) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing future liens on such Non-Ad Valorem Revenues and (b) excluding Enterprise Fund Revenues.

"Total Non-Enterprise Fund Revenues" means all revenues received by the County during the Computation Period, excluding Enterprise Fund Revenues.

2. Representations and Warranties.

A. In order to induce the Bank to execute and deliver this First Amendment, the County represents and warrants that the representations and warranties contained in the Original Loan Agreement are true and correct on the date hereof and are hereby incorporated by reference into the body of this First Amendment as if set forth herein in their entirety, except for those representations and warranties given as of a specific date, and shall remain in effect until all obligations of the County hereunder are discharged.

B. In addition to the foregoing, the County represents and warrants as follows:

(i) The execution, delivery and performance by the County of this First Amendment and the Original Loan Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the County.

(ii) This First Amendment and the Original Loan Agreement, as amended hereby, constitute legal, valid and binding obligations of the County, enforceable against the County, in accordance with their respective terms.

(iii) No Default or Event of Default under the Original Loan Agreement has occurred or is continuing.

3. Covenants. The County hereby reaffirms its Original Loan Agreement to observe and perform each of the respective covenants and obligations of the County contained in the Original Loan Agreement, except as may be modified by this First Amendment.

4. Provisions of Original Loan Agreement Not Otherwise Modified. Except as expressly modified or amended hereby, the Original Loan Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this First Amendment and the Original Loan Agreement, the terms hereof shall control.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and permitted assigns.

6. Complete Agreement. This First Amendment constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein.

7. Capitalized Terms. Capitalized terms used in this First Amendment shall have the meanings assigned to them in the Original Loan Agreement unless the context hereof clearly dictates otherwise.

IN WITNESS WHEREOF, the Bank and the County have caused this First Amendment to be executed by their respective duly authorized officers as of the date first above written.

"COUNTY"

(SEAL)

MARTIN COUNTY, FLORIDA

By: _____
Edward V. Ciampi, Chairman
Board of County Commissioners

ATTEST:

By: _____
Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

Sarah W. Woods, County Attorney

"BANK"

SUNTRUST BANK

By: _____

Name: W. Dane Sheldon

Title: Senior Vice President

EXHIBIT E

FORM OF FIRST AMENDMENT TO 2010 LOAN AGREEMENT

**FIRST AMENDMENT TO
LOAN AGREEMENT**

between

MARTIN COUNTY, FLORIDA

and

SUNTRUST BANK

Dated as of September 27, 2018

Relating to

Martin County, Florida

\$3,045,000

Capital Improvement Revenue Note, Series 2010

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (hereinafter referred to as the "First Amendment") made and entered into as of September 27, 2018, by and between MARTIN COUNTY, FLORIDA (the "County") and SUNTRUST BANK (the "Bank"), for the purpose of amending the hereinafter described Loan Agreement.

WITNESSETH:

WHEREAS, the County and the Bank previously entered into that certain Loan Agreement dated as of October 27, 2010, (the "Original Loan Agreement"), pursuant to which the Bank extended a loan to the County in an amount to equal to \$3,045,000 (the "Loan"); and

WHEREAS, the County and the Bank wish to make certain amendments and modifications to the terms and conditions contained in the Original Loan Agreement, subject to the conditions, limitations and requirements as hereinafter set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Amendments to Original Loan Agreement. Section 4.07 of the Original Loan Agreement is hereby amended and restated as follows:

Anti-Dilution Test. The County will not issue any Non-Enterprise Non-Ad Valorem Revenue Obligations unless, for the Computation Period, (i) the total Non-Enterprise Non-Ad Valorem Revenues, less (ii) the product of (a) Non-Enterprise Non-Ad Valorem Revenues divided by Total Non-Enterprise Fund Revenues times (b) Governmental Expenses, and less (iii) principal and interest payments on Non-Enterprise Non-Ad Valorem Revenue Obligations equals or exceeds one hundred twenty-five percent (125%) of Existing and Proposed CB&A Debt Service.

For purposes of this covenant, annual debt service means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such debt is amortized over 20 years on an approximately level annual debt service basis, such amortization commencing on the date of issuance of such debt. The foregoing notwithstanding, for purposes of calculating annual debt service, any debt which bears interest at a variable rate with respect to which the County has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this covenant as bearing interest at a fixed rate equal to the fixed rate payable by the County under the interest rate swap, or the capped rate provided by the interest rate cap.

For purposes of this Section, and notwithstanding anything herein to the contrary, the following terms shall have the following meanings:

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

"CB&A Obligations" means obligations secured by a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, and excludes obligations as to which the covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues either (i) backs up a lien on Enterprise Fund Revenues as the source of security, but only to the extent that the County does not expect to apply Non-Enterprise Non-Ad Valorem Revenues to the payment of such debt service in the future, or (ii) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement.

"Computation Period" means (i) the period of 12 consecutive months out of the 24 months, or (ii) the complete Fiscal Year immediately preceding the date of issuance of the proposed CB&A Obligations.

"Direct Pledge Obligations" means obligations secured by a lien on and pledge of one or more Non-Enterprise Non-Ad Valorem Revenues.

"Enterprise Fund Revenues" means all revenues received by the County within an Enterprise Fund which is not a Governmental Fund.

"Existing and Proposed CB&A Debt Service" means the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Non-Enterprise Non-Ad Valorem Revenue Obligations outstanding at the time or proposed to be issued plus the proposed Non-Enterprise Non-Ad Valorem Revenue Obligations.

"Governmental Expenses" means expenditures for general governmental and public safety services provided by the County in the General Fund, as itemized in the audited financial statements of the County.

"Non-Enterprise Non-Ad Valorem Revenue Obligations" means Direct Pledge Obligations and CB&A Obligations.

"Non-Enterprise Non-Ad Valorem Revenues" means all Non-Ad Valorem Revenues received during the Computation Period (a) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing future liens on such Non-Ad Valorem Revenues and (b) excluding Enterprise Fund Revenues.

"Total Non-Enterprise Fund Revenues" means all revenues received by the County during the Computation Period, excluding Enterprise Fund Revenues.

2. Representations and Warranties.

A. In order to induce the Bank to execute and deliver this First Amendment, the County represents and warrants that the representations and warranties contained in the Original Loan Agreement are true and correct on the date hereof and are hereby incorporated by reference into the body of this First Amendment as if set forth herein in their entirety, except for those representations and warranties given as of a specific date, and shall remain in effect until all obligations of the County hereunder are discharged.

B. In addition to the foregoing, the County represents and warrants as follows:

(i) The execution, delivery and performance by the County of this First Amendment and the Original Loan Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the County.

(ii) This First Amendment and the Original Loan Agreement, as amended hereby, constitute legal, valid and binding obligations of the County, enforceable against the County, in accordance with their respective terms.

(iii) No Default or Event of Default under the Original Loan Agreement has occurred or is continuing.

3. Covenants. The County hereby reaffirms its Original Loan Agreement to observe and perform each of the respective covenants and obligations of the County contained in the Original Loan Agreement, except as may be modified by this First Amendment.

4. Provisions of Original Loan Agreement Not Otherwise Modified. Except as expressly modified or amended hereby, the Original Loan Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this First Amendment and the Original Loan Agreement, the terms hereof shall control.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and permitted assigns.

6. Complete Agreement. This First Amendment constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein.

7. Capitalized Terms. Capitalized terms used in this First Amendment shall have the meanings assigned to them in the Original Loan Agreement unless the context hereof clearly dictates otherwise.

IN WITNESS WHEREOF, the Bank and the County have caused this First Amendment to be executed by their respective duly authorized officers as of the date first above written.

"COUNTY"

(SEAL)

MARTIN COUNTY, FLORIDA

By: _____
Edward V. Ciampi, Chairman
Board of County Commissioners

ATTEST:

By: _____
Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

"BANK"

SUNTRUST BANK

By: _____

Name: W. Dane Sheldon

Title: Senior Vice President

EXHIBIT F

PROPOSAL OF THE ORIGINAL PURCHASER



W. Dane Sheldon
Senior Vice President

Government Banking Division
501 S Flagler Dr., 1st Floor West
Palm Beach, FL 33401
Tel 561.835.2603
Dane.Sheldon@suntrust.com

August 15, 2018

Martin County Board of County Commissioners
2401 S.E. Monterey Road
Stuart, Florida 34996

Re: Up to \$5,050,000 via the facility as described in Annex 1 ("Loan") Martin County ("Borrower")

STI Institutional & Government, Inc., ("SunTrust Bank" or "Lender") is pleased to consider making the Loan to the Borrower based substantially on the proposed summary of terms and conditions set forth on Annex I attached hereto and incorporated herein by this reference (this "Letter").

This Letter is provided for discussion purposes as an expression of interest by Lender in the proposed financing, does not contain all required terms and conditions and should not be construed to be a commitment, offer, or agreement by Lender to issue a commitment or provide the proposed financing and, as such, Borrower shall be deemed to place no reliance on this Letter. The proposed financing is subject to standard credit underwriting and approval by Lender, which may not be forthcoming. This Letter is not assignable, not intended to benefit any third party, subject to such other terms and conditions as Lender may require, confidential, and not an offer or recommendation to enter into any "swap" transaction per Section 1a(47) of the Commodity Exchange Act.

Evaluation of the proposed financing would require and remain conditioned on, inter alia, Lender's receipt of all documentation and information Lender may require. After reviewing these items, Lender may determine that other information and/or documentation is needed to underwrite the proposed financing. Pursuant to the requirements of the Patriot Act, Lender and its affiliates are required to obtain, verify and record information that identifies Loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for SunTrust and its affiliates.

All costs incurred by Lender in connection with the proposed financing, including but not limited to, Lender's legal fees and expenses, appraisals, searches, reports and other third party costs (collectively "Costs"), shall be paid and/or reimbursed by Borrower, whether or not the proposed financing is approved or closes, and your acknowledgement below authorizes Lender to proceed with same at your expense and in reliance on this understanding. Borrower's obligation in respect of the costs and expenses referenced in this paragraph is in consideration, inter alia, for Lender's undertaking to underwrite the proposed financing and incur such Costs and shall survive the cancellation or termination of this Letter. If there are multiple parties comprising "Borrower", the defined terms shall refer to all such parties collectively, but each such party shall be jointly and severally liable under the Loan.

This Letter constitutes the entire understanding between Lender and Borrower in connection with the proposed Loan as of the date hereof, supersedes any prior written or oral communications or understandings, and may be amended only by a writing signed by Lender. This Letter is unconditionally cancellable by Lender at any time, neither party shall have an express or implied duty to negotiate and either party may terminate negotiations at any time in their sole discretion, and partial performance or efforts to carry out other acts in contemplation of consummating the proposed Loan shall not, in isolation or in aggregate, be deemed evidence of intent by either party to be bound by the terms of this Letter. Neither Lender nor Borrower shall be deemed to have entered into, signed or executed

binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Lender's express acceptance of Loan documents prepared by Lender or its counsel. If Lender and Borrower enter into the proposed Loan, this Letter shall not survive any closing of the proposed Loan, and if there is a conflict between the terms of this Letter and any documents evidencing the Loan, the terms of the documents evidencing the Loan shall be controlling.

This Letter is governed by the laws of the State of Florida. To the extent permitted by applicable law, Borrower and Lender waive trial by jury in connection with any action arising under or related to this Letter and submit to exclusive forum, venue and place of jurisdiction in a court of competent jurisdiction in Martin County, FL.

Except as expressly set forth herein with regard to confidentiality, choice of law, waiver of jury trial and Borrower's obligation to pay Costs, this Letter is not intended to, and shall not, create a legally binding obligation on the part of Lender or Borrower, and your signature below confirms your understanding of this. Subject to the foregoing sentence, if you would like Lender to begin its underwriting and review process and to seek the appropriate credit approvals (which may not be forthcoming), please so advise by executing and returning a copy of this Letter to the address below (delivery of this Letter by the parties via electronic transmission shall be permissible. This Letter may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. A signed counterpart of this Letter transmitted via facsimile, pdf or some other electronic means shall be as fully enforceable as the counterpart containing the original signature(s). If you have any questions in connection with this Letter, please contact me.

Yours sincerely,

W. Dane Sheldon, Senior Vice-President
SunTrust Bank

The terms and conditions of this Letter are hereby acknowledged and agreed to this ____ day
of _____, 2018

BORROWER:

By:

Print Name: _____

Print Title: _____

¹ Note: Execution of this Letter will signify Borrower's request for credit. If Lender does not timely receive the information or documentation outlined herein or subsequently requested by Lender, Borrower's request for credit will be deemed withdrawn by Borrower. You should inquire about the status of Borrower's request for credit at Lender's address listed above. If the requested financing is denied, you have the right to request a written explanation by writing to Lender at the above address within 60 days of Lender's notice of denial. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Reserve Bank of Atlanta. Any questions concerning this creditor should be directed to the Federal Reserve Consumer Help Center, P.O. Box 1200, Minneapolis, MN 55480, toll-free number: (888) 851-1920, fax number: (877) 888-2520, TTY number: (877) 766-8533.

ANNEX 1

SUMMARY OF TERMS AND CONDITIONS

**Municipal Advisor
Rule Disclosure:**

STI Institutional & Government, Inc. (Lender) is an institutional buyer and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Regulation, and in this term sheet is providing information regarding the terms under which it would make such a purchase for its own account.

- (a) Lender is not recommending an action to Borrower or the issuer of the debt;
- (b) Lender is not acting as an advisor to Borrower or the issuer of the debt and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to Borrower or the issuer of the debt with respect to the information and material contained in this communication;
- (c) Lender is acting for its own interests; and
- (d) Borrower and the issuer of the debt should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

Borrower: Martin County, Florida ("Borrower").

Lender: STI Institutional & Government, Inc. ("Lender").

Facility: Non-Bank Qualified Loan in the form of a tax-exempt note ("Loan").

Loan Amount: Up to \$5,050,000.00.

Purpose: Proceeds will be used to fund capital projects as defined in the RFP.

Maturity Date: Option A: July 1, 2038
Option B: July 1, 2039

Interest Rate: Option A fixed rate equal to 3.11% p. a. (calculated on the basis of a 30 day month and 360 day year).

Option B fixed rate equal to 3.12% p.a. (calculated on the basis of a 30 day month and 360 day year).

If the Facility is not funded for any reason on or before the expiration of the Rate Lock Period, Lender may, in its sole discretion, offer a new fixed rate and a revised closing date, provided, however, that if the revised interest rate is unacceptable to the Borrower, the Borrower shall not be obligated to proceed with the Facility. Notwithstanding the foregoing, in the event the Facility is not funded for any reason, the Borrower shall be obligated to reimburse any fees and expenses incurred by Lender in connection with the Facility including, without limitation, attorney's fees.

Repayments:

Interest shall be payable semi-annually (calculated on the basis of a 30 day month and 360 day year) due January 1st and July 1st beginning January 1, 2019. Principal shall be payable annually on July 1st beginning July 1, 2020, based on the principal repayment schedule in the RFP.

Prepayment:

Rate above includes standard make whole pre-payment provisions outlined in the paragraph below.

Borrower may prepay the Loan in whole or in part on any Business Day upon two Business Days' prior written notice to Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. Except in the case of the 10% annual allowance and the extraordinary mandatory redemption in the event of prepayment described below, in the event of a prepayment of the Loan, Borrower may be required to pay Lender an additional fee (a prepayment charge or premium) determined by Lender's make whole compensation provision in the loan documents, to compensate Lender for all losses, costs and expenses incurred in connection with such prepayment. Any partial prepayment shall be applied as determined by Lender in its sole discretion.

Regardless, partial payments of up to 10% of bond par amount outstanding as of January 1st of each year can be made on any Business Day, any partial prepayment shall be applied as determined by Lender in its sole discretion.

Extraordinary Mandatory Redemption of Bonds from Prepayments. All or a portion of the Bonds to be designated by the Issuer in a Supplemental Resolution shall be subject to extraordinary mandatory redemption at the Redemption Price of par, plus accrued interest to the date of redemption, and without premium, but only from Prepayments on deposit in the Prepayments Fund, and shall be applied to the retirement of such Bonds as follows:

- (1) The Issuer shall call for extraordinary mandatory redemption, such amount of such Bonds in multiples of authorized thereof that will as nearly as practicable exhaust the remainder of such moneys. Such Bonds to be so redeemed shall be applied on a pro-rata basis.
- (2) The Issuer shall pay from the Interest Account the interest accrued on such redeemed Bonds to the date of redemption thereof.
- (3) The foregoing procedures for retirement of Bonds shall apply, notwithstanding any other provisions of this Resolution to the contrary, when the amount on deposit in the Prepayments Funds equals or exceeds \$100,000.

- (4) Any redemption of such Bonds from amounts in the Prepayments Fund shall be without premium notwithstanding anything to the contrary herein. Pending application thereof to any redemption contemplated hereby, amounts in the Prepayments Fund shall be invested in Authorized Investments that mature prior to the date such amounts are needed to pay the redemption price of Bonds, as the case may be.

The Issuer may determine to issue certain of the Bonds without the extraordinary redemption feature described above to the extent that it determines that such Bonds will be in excess of the amount of Prepayments that could be collected under the Assessment Resolution.

**Accounts and
Payments by
Auto Debit:**

Borrower agrees to execute an agreement authorizing Lender to debit a deposit account maintained by Borrower with SunTrust Bank for all amounts due under the Loan.

Security:

The Loan shall be secured by special assessments imposed against properties located within the North River Shores (Phase 2) MSBU, and there are currently a total of 303.5 equivalent residential units (ERC's). Annual assessments are to be levied in accordance with the Assessment Resolution (as defined in the Series 2018 Master Resolution) and may be currently levied up to a maximum annual rate of \$965.11 per ERC for a period of 20 years, commencing in November 2019. Furthermore, the Loan will additionally be secured by the County's covenant to budget and appropriate from legally available non-ad valorem revenues of the County (CB&A) in amounts sufficient to repay the principal and interest of the Loan. The Loan will not be secured by a debt service reserve fund.

**Representations
and Warranties:**

Usual and customary for Lender in transactions of this type.

Affirmative Covenants:

Additional Bonds/Debt: The County will not issue any Non-Enterprise Non-Ad Valorem Revenue obligations secured by (1) a lien upon and pledge of all or any specified portion of the nonenterprise non-ad valorem revenues or (2) a covenant to budget and appropriate from nonenterprise non-ad valorem revenues unless, for the computation period:

(i) the total Non-Enterprise Non-ad Valorem Revenues, less, (ii) the product of (a) non-enterprise non-ad valorem revenues divided by total nonenterprise fund revenues times (b) essential services expenses (defined to mean expenditures for general governmental and public safety services provided by the Borrower in the General Fund, as itemized in the audited financial statements of the Borrower), and less, (iii) principal and interest payments on nonenterprise non-ad valorem revenue obligations equals or exceeds 125% of existing and proposed maximum annual CB&A debt service. "Computation period" means (a) the period of 12 consecutive months out of the 24 months, or (b) the complete fiscal year immediately preceding the date of issuance of the proposed CB&A obligations.

For purposes of the covenant, principal and interest payments on obligations as to which a covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues backs up a lien on an enterprise fund revenue as the source of security shall be excluded from the denominator, but only to the

extent that the Borrower does not expect to apply Non-Enterprise Non-Ad Valorem Revenues to the payment of such debt service in the future. Also, for the purposes of this covenant, annual debt service means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that such obligations bear interest at the higher of [6.00%] per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such debt is amortized over [20] years on an approximately level annual debt service basis, such amortization commencing on the date of issuance of such debt. The foregoing notwithstanding, for purposes of calculating annual debt service, any debt which bears interest at a variable rate with respect to which the Borrower has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this covenant as bearing interest at a fixed rate equal to the fixed rate payable by the Borrower under the interest rate swap, or the capped rate provided by the interest rate cap.

In addition to the covenants expressly set forth herein, other affirmative covenants usual and customary for Lender in transactions of this type, including without limitation: Borrower shall submit to the Lender annual audited financial statements within 270 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Lender may reasonably request, in form satisfactory to Lender, and other additional information, reports or schedules (financial or otherwise), all as Lender may request.

**Negative
Covenants:**

Usual and customary of Lender in transactions of this type.

**Events of
Default:**

Usual and customary for transactions of this type (with customary notice and cure periods), and usual and customary remedies including but not limited to acceleration. If acceleration is not a remedy the default rate shall be the lessor of Prime + 5 or the maximum allowed rate by law.

Yield Maintenance:

The interest rates quoted herein assumes a marginal maximum federal corporate tax rate of 21%. In the event of a decrease (or increase) in the marginal maximum corporate tax rate, the Lender shall adjust the interest rate upwards (or downwards) in order to maintain the same after tax yield for the Lender; provided, however, should the Marginal Corporate Tax Rate increase, the Issuer must notify the Lender in writing of any errors to such rate and the Lender shall only be responsible to correct such rate for no more than 30 days prior to notification to the Lender.

**Determination of
Taxability :**

The interest rate on the Bond is determined to approximate a particular percentage yield to Lender based in part (among other reasons) upon Federal and State tax laws and regulations currently in effect and assumes that interest on the Bond will be fully exempt from Federal and State income taxes. It is the Lender's policy to include language in the loan documents that will assure maintenance of such yield.

Opinion of Counsel: (a) Borrower shall be required to deliver a written opinion from Borrower's Counsel, in form and substance acceptable to the Lender and Lender's Counsel.

(b) Receipt of opinion from Note Counsel in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Note is excludable from gross income of the owners thereof for Federal income tax purposes.

Legal Fee Quote: Our proposed Lender's counsel is Mike Wiener at Holland & Knight LLP in Lakeland, FL. Fees for Lender's counsel will be:

- (a) Estimated at \$8,000.00, but not to exceed \$10,000 if our counsel closes the transaction and reviews documentation prepared by the note counsel or counsel to the Borrower, or
- (b) Borrower agrees to pay the agreed fees for Lender's counsel and all other reasonable fees, charges, expenses and costs in connection with the transaction.
- (c) Payment by borrower of expenses described herein shall not be contingent upon closing and legal fees on account of borrower after documentation has started are payable regardless of whether the transaction closes.
- (d) If the loan has extraordinary negotiations, unexpected issues arise or the loan does not close before the closing date set in the commitment the legal fee will be increased to reflect any extra work performed and Borrower agrees to pay such fee.

Closing Conditions: The closing of the Loan shall be conditioned upon satisfaction (or valid waiver) of conditions precedent usual and customary for transactions of this type, including, without limitation, the following conditions (all of the items to be delivered in form and substance satisfactory to Lender): (1) receipt and review of (a) all financial, formation and other information required by Lender on Borrower) and their constituent entities and other entities specified by Lender, including all due diligence materials to verify authority, identity and background information for regulatory purposes under applicable "know your customer" and anti-money laundering laws, as deemed necessary by Lender in its sole and absolute discretion and (b) such other information and due diligence deliveries as are requested by and acceptable to Lender, including, but not limited to, legal documentation and attorney opinion letters; (2) authorization, execution and delivery of such documentation as is standard and customary for this type of transaction or otherwise deemed necessary or appropriate by Lender, and (3) there shall not have occurred, in the opinion of Lender, any material adverse change in the business or financial condition of Borrower or in any other state of facts submitted to Lender in connection with the Loan, from that which existed at the time Lender initially considered the proposed Loan.

The funding of the Loan shall be subject to accuracy of representations and warranties as of the date of such Loan and no event of default or incipient default under the Loan shall have occurred and be continuing as of the date of such Loan or would result from making the Loan.

Expenses :

Borrower will pay all costs and expenses of Lender in connection with the documentation and execution of the Loan including, without limitation, the fees, charges and disbursements of Lender's counsel (including in-house counsel) subject to the limitations above regarding the loan closing counsel fees.

Governing Law and

Jurisdiction: Governing Law is State of FL. Exclusive forum, venue and place of jurisdiction in a court of competent jurisdiction in Martin County, FL

This Summary of Terms and Conditions is intended as an outline of certain material terms and conditions applicable to the Loan and does not purport to describe all of the terms and conditions, representations and warranties, covenants and other provisions that could be contained in the definitive loan and collateral documentation relating to the Loan.

Independent Registered Municipal Advisor Certificate

To: the below named client

Cc: the below named independent registered municipal advisor ("IRMA")

Each of SunTrust Bank, STI Institutional & Government, Inc., SunTrust Equipment Finance & Leasing Corp. and SunTrust Robinson Humphrey, Inc. (collectively, "SunTrust")² hereby discloses to the undersigned that, by obtaining the below representation from you, none of the SunTrust entities is a municipal advisor and none of the SunTrust entities is subject to the fiduciary duty established in Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended. In the context of a potential transaction between a SunTrust entity and you, and/or a potential engagement between a SunTrust entity and you, in any discussions, communications, conferences, negotiations and undertakings, (a) each SunTrust entity will act as a principal and not in a fiduciary capacity; (b) no SunTrust entity has assumed an advisory or fiduciary responsibility in favor of you; and (c) no SunTrust entity is acting as your financial advisor. The SunTrust entities have financial and other interests that may differ from yours. Further, each SunTrust entity advises you to consult your own legal, financial and other advisors to the extent you deem appropriate.

IRMA Certification:

The undersigned state or local government or obligated person has retained an independent registered municipal advisor ("IRMA"). The undersigned is represented by and will rely on the below listed IRMA to provide advice on proposals from any SunTrust entity concerning the making of loans or the purchase of municipal securities for its own account, and/or proposals concerning municipal financial products. The personnel of the IRMA who will advise the undersigned on such matters have represented to the undersigned that they have not been associated with SunTrust within the two years prior to the date of this certificate.

This certificate may be relied upon until it is withdrawn.

CLIENT LEGAL NAME

By: _____

Name: _____ Date: _____

Title: _____

Name of IRMA: _____

IRMA Email Address: _____

² The SunTrust Bank Tax Exempt Loan Program and other direct purchase municipal financings are offered by SunTrust Bank or its subsidiary, STI Institutional & Government, Inc. Risk management and derivative products are offered by SunTrust Bank. SunTrust Robinson Humphrey is the trade name for the corporate and investment banking services of SunTrust Banks, Inc. and its subsidiaries, including SunTrust Robinson Humphrey, Inc., member, FINRA and SIPC. Debt and equity underwriting, trading, research and sales, loan syndications, municipal securities trading and sales, and mergers and acquisitions advisory services are offered by SunTrust Robinson Humphrey, Inc.