

## **RESOLUTION NO. 21-R-191**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SUPPLEMENTING RESOLUTION 93-R-292 OF THE COUNTY, AS PREVIOUSLY SUPPLEMENTED AND AMENDED; AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$29,000,000 PRINCIPAL AMOUNT (1) TAXABLE UTILITIES SYSTEM REVENUE REFUNDING BOND, SERIES 2021A, AND (2) UTILITIES SYSTEM REVENUE REFUNDING BOND, SERIES 2022A, EACH FOR THE PRIMARY PURPOSE OF REFUNDING THE COUNTY'S OUTSTANDING UTILITIES SYSTEM REVENUE REFUNDING BONDS, SERIES 2012; PROVIDING CERTAIN TERMS AND DETAILS OF SAID BOND, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS TO TD BANK, N.A.; APPOINTING THE ESCROW AGENT, PAYING AGENT AND REGISTRAR FOR SAID BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DELEGATING CERTAIN AUTHORITY TO THE CHAIRMAN, CLERK AND OTHER OFFICERS OF THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT, BOND PURCHASE AND EXCHANGE AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH ISSUANCE OF THE BONDS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:**

### **SECTION 1. FINDINGS.** It is hereby found and determined that:

(A) On November 30, 1993, the Board of County Commissioners of Marion County, Florida (the "Issuer") duly adopted Resolution No. 93-R-292 (the "Original Bond Resolution"). Resolution No. 93-R-292 has been supplemented and amended by Resolution No. 93-R-293 adopted on November 30, 1993, Resolution No. 01-R-151 adopted on June 5, 2001, Resolution No. 02-R-274 adopted on September 17, 2002, Resolution No. 03-R-187 adopted on July 15, 2003, Resolution No. 10-R-88 adopted on March 2, 2010, Resolution No. 11-R-194 adopted on August 2, 2011, Resolution No. 12-

R-143 adopted on June 5, 2012 and Resolution No. 16-R-262 adopted on August 16, 2016. Resolution No. 93-R-292, as supplemented and amended prior to the date hereof, is referred to herein as the "Bond Resolution."

(B) The Bond Resolution authorized, among other things, the issuance of the Issuer's Utilities System Revenue Bonds, Series 2001, the Issuer's Utilities System Revenue Refunding Bonds, Series 2002, the Issuer's Utilities System Revenue Bonds, Series 2003A, the Issuer's Utilities System Revenue Bond, Series 2010, the Issuer's Utilities System Revenue Refunding Bond, Series 2011, the Issuer's Utilities System Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") and the Issuer's Utilities System Revenue Refunding Bond, Series 2016 (the "Series 2016 Bond").

(C) The Issuer deems it to be in the best interests of its citizens and taxpayers to issue its Taxable Utilities System Revenue Refunding Bond, Series 2021A (the "Series 2021A Bond"), as an Additional Bond under the Bond Resolution for the purposes of: (i) advance refunding the outstanding Series 2012 Bonds (the "Refunded Bonds"); and (ii) paying certain costs associated with issuance of the Series 2021A Bond.

(D) To provide for the payment of the Refunded Bonds, the Issuer shall, as provided herein, deposit part of the proceeds derived from the sale of the Series 2021A Bond in an irrevocable trust fund established for the Refunded Bonds which, together with other legally available moneys deposited therein, shall be sufficient, at the time of such deposit, to pay and refund the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, as provided in this Supplemental Resolution and the escrow deposit agreement between the Issuer and U.S. Bank National Association, as escrow agent.

(E) On behalf of the Issuer, the Issuer's financial advisor, PFM Financial Advisors LLC (the "Financial Advisor"), distributed a request for proposals dated March 15, 2021, to various financial institutions soliciting proposals to provide a term loan to the Issuer to defease the Refunded Bonds and pay expenses related to the term loan, which request for proposal is attached hereto as EXHIBIT A.

(F) TD Bank, N.A. (the "Purchaser") submitted a proposal on April 7, 2021, to provide the Issuer with a term loan (the "Proposal") to refinance the Refunded Bonds, which Proposal is attached hereto as EXHIBIT B.

(G) Due to restrictions in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), it is not possible yet to issue tax-exempt debt to defease the Refunded Bonds. Accordingly, the plan of finance contemplates that the Series 2021A Bond will be refunded by issuance of the Issuer's Utilities System Revenue Refunding Bond, Series 2022A (the "Series 2022A Bond" and, together with the Series 2021A Bond, the "Refunding Bonds"), as an Additional Bond under the Bond Resolution on or after September 5, 2022 pursuant to the terms of a Bond

Purchase and Exchange Agreement, between the Issuer and the Purchaser (the "Bond Exchange Agreement").

(H) The principal of and interest on the Refunding Bonds and all other payments shall be limited obligations of the Issuer, payable solely from the Pledged Funds on a parity with the Issuer's Outstanding Bonds, as provided in the Bond Resolution. The Refunding Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of the Refunding Bonds, the interest thereon, or other costs incidental thereto, or (2) to pay the same from any other funds of the Issuer except from the Pledged Funds, in the manner provided in the Bond Resolution.

(I) Due to the present volatility of the market for obligations such as the Refunding Bonds, it is in the best interest of the Issuer to sell the Refunding Bonds by a negotiated sale to the Purchaser, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible prices and interest rates for the Refunding Bonds. The Issuer acknowledges that receipt of the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of each Refunding Bond, is a precondition to the execution of each Refunding Bond. A copy of the disclosure statement provided by the Purchaser containing the aforementioned information shall be provided to the Issuer under separate cover prior to execution of each Refunding Bond.

(J) The Issuer hereby determines that the refunding of the Refunded Bonds shall only occur if such refunding will result in a lower net average interest cost rate for the Refunding Bonds as compared to the Refunded Bonds

(K) The Bond Resolution provides that Additional Bonds, such as each Refunding Bond, shall mature on such date and in such amount, shall bear such rate of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution, adopted by the Issuer; and it is now appropriate that the Issuer set forth the parameters and mechanisms to determine such terms and details.

**SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION.** This Supplemental Resolution is adopted pursuant to the provisions of the Act, the Bond Resolution and other applicable provisions of law.

**SECTION 3. DEFINITIONS.** When used in this Supplemental Resolution, the terms defined in the Bond Resolution shall have the meanings stated therein, except as such definitions shall be herein amended and defined.

**"Bond Exchange Agreement"** means the Bond Purchase and Exchange Agreement relating to the Refunding Bonds, by and between the Issuer and the Purchaser, as the same may be amended and supplemented from time to time, substantially in the form attached hereto as EXHIBIT E.

**"Business Day"** shall mean any day other than (a) a Saturday or Sunday, or (b) a legal holiday on which the Issuer or the Purchaser is authorized or required to be closed.

**"Default Rate"** shall have the meaning set forth in Section 9(B) hereof.

**"Determination 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 paid or payable on any of the Series 2022A Bond is or was includable in the gross income of a Registered Holder for Federal income tax purposes, as a result of actions or inactions of the Issuer; provided, no Determination 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 Determination of Taxability. For the removal of all doubt, a Determination of Taxability does not include and is not triggered by a change in law by Congress that causes the interest to be includable under the Registered Holder's gross income.

**"Escrow Agent"** means U.S. Bank National Association, acting as escrow agent under the Escrow Deposit Agreement, or any successor thereto.

**"Escrow Deposit Agreement"** means the Escrow Deposit Agreement for the Refunded Bonds, by and between the Issuer and the Escrow Agent, as the same may be amended and supplemented from time to time, substantially in the form attached hereto as EXHIBIT F.

**"Escrow Fund"** mean the fund established in accordance with the Escrow Deposit Agreement relating to the Refunded Bonds.

**"Final Maturity Date"** shall have the meaning ascribed to it in Section 6 hereof.

**"Fiscal Year"** shall mean the period beginning October 1 of any calendar year and ending September 30 of the following calendar year, or such other consecutive 12 month period prescribed by Florida law.

**"Funding Instruction Letter"** shall have the meaning ascribed to it in Section 11 hereof.

**"Interest Date"** shall have the meaning ascribed to it in Section 6 hereof.

**"Interest Rate"** shall mean (1) with respect to the Series 2021A Bond, a fixed rate of interest equal to 1.93% per annum, and (2) with respect to the Series 2022A Bond, a fixed rate of interest equal to 1.57% per annum. Upon a Determination of Taxability, the "Interest Rate" 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.

**"Late Fee"** shall mean the fee described in Section 15 hereof.

**"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).

**"Prime Rate"** shall mean the greater of (a) the rate published from time to time in The Wall Street Journal as the "U.S. Prime Rate" or, in the event The Wall Street Journal ceases to be published, goes on strike, is otherwise not published or ceases publication of "Prime Rates," the base, reference or other rate then designated by TD Bank, N.A. in its sole discretion, for general commercial loan reference, or (b) 3%. The Prime Rate is not necessarily the lowest or best rate of interest offered by TD Bank, N.A. to any borrower or class or borrowers.

**"Series 2021A/2022A Reserve Subaccount"** shall mean the subaccount for the Series 2021A Bond and Series 2022A Bond established within the Reserve Subaccount of the Debt Service Account pursuant to the Bond Resolution and Section 7 hereof.

**"Taxable Period"** shall mean the period commencing upon the date of the Determination of Taxability and ending on the date the Series 2022A Bond begins to bear interest at the Taxable Rate.

**"Taxable Rate"** shall mean, upon a Determination of Taxability, an interest rate otherwise borne by the Series 2022A Bond multiplied by the Taxable Rate Factor.

**"Taxable Rate Factor"** means the quotient of one (1) over the difference of one (1) minus the Maximum Federal Corporate Tax Rate.

**SECTION 4. AUTHORIZATION OF REFINANCING THE REFUNDED BONDS.** The Issuer hereby authorizes the refinancing of the Refunded Bonds, provided that such refinancing will result in a lower net average interest cost rate for the Refunding Bonds as compared to the Refunded Bonds.

**SECTION 5. ACCEPTANCE OF PROPOSAL.** The Issuer hereby accepts the Proposal of the Purchaser to provide the Issuer with a term loan in an amount not to exceed \$29,000,000. All terms and provisions of the Proposal are hereby approved. To the extent the terms of the Proposal conflict with the provisions provided herein or in the Bond Resolution, the provisions contained herein and in the Bond Resolution shall prevail.

**SECTION 6. AUTHORIZATION AND DESCRIPTION OF THE REFUNDING BONDS.** (A) Pursuant to Section 2.01 of the Bond Resolution, the Issuer hereby authorizes the issuance of (1) a Bond in the principal amount not to exceed \$29,000,000 to be known as the "Marion County, Florida Taxable Utilities System Revenue Refunding Bond, Series 2021A" (or such other series designation as the Chairman may determine), for the principal purposes of refinancing the Refunded Bonds and paying for all or a portion of the costs related to issuance of the Series 2021A Bond, and (2) a Bond in the principal amount equal to the Series 2021A Bond at such time to be known as the "Marion County, Florida Utilities System Revenue Refunding Bond, Series 2022A" (or such other series designation as the Chairman may determine), for the principal purposes of refinancing the Series 2021A Bond. The Refunding Bonds shall each be dated as of their respective dates of delivery (or such other date as shall be determined by the Chairman) and shall each be issued in the form of a fully registered Bond without coupons in a single denomination not to exceed the above stated amounts. Notwithstanding Section 2.09 of the Bond Resolution, the Series 2021A Bond shall be substantially in the form attached as EXHIBIT C hereto and the Series 2022A Bond shall be substantially in the form attached as EXHIBIT D hereto. No CUSIP numbers shall be requested by the Issuer for the Refunding Bonds upon issuance and thereafter shall only be requested by the Issuer with the prior written consent of the Purchaser.

For purposes of the Bond Resolution, "Bond Year," with respect to each Refunding Bond shall mean the period beginning on December 2 of each year and ending on the following December 1.

(B) The Series 2021A Bond shall bear interest from its date of issuance at the Interest Rate unless otherwise adjusted pursuant to Section 9 hereof, based on a 360-day year consisting of twelve 30-day months. The Series 2021A Bond shall be a Term Bond and shall mature on December 1, 2033 (the "Final Maturity Date"). Interest shall be payable semi-annually commencing on December 1, 2021 and on the first day of June and December thereafter (each an "Interest Date") or the first Business Day thereafter, if such date is not a Business Day. Interest shall additionally be payable upon the mandatory tender and exchange of the Series 2021A Bond for the Series 2022A Bond, upon the satisfaction of the conditions precedent in accordance with Section 10 hereof. The principal amount of the Series 2021A Bond shall be paid annually commencing December 1, 2021, in accordance with the Amortization Installment schedule attached to the Series 2021A Bond.

(C) The Series 2022A Bond shall bear interest from its date of issuance at the Interest Rate unless otherwise adjusted pursuant to Section 9 hereof, based on a 360-day year consisting of twelve 30-day months. The Series 2022A Bond shall be a Term Bond and shall mature on the Final Maturity Date. Interest shall be payable semi-annually on each Interest Date or the first Business Day thereafter, if such date is not a Business Day. The principal amount of the Series 2022A Bond shall be paid annually on December 1, in accordance with the Amortization Installment schedule to be attached to the Series 2022A Bond and shall be identical in all respects to the remaining amortization of the Series 2021A Bond.

**SECTION 7. SECURITY; SERIES 2021A/2022A RESERVE SUBACCOUNT.** (A) The Refunding Bonds shall be secured equally and ratably by a pledge of the Pledged Funds with all Bonds which may be Outstanding from time to time as provided in Section 4.02 of the Bond Resolution. Further, pursuant to Section 4.02 of the Bond Resolution, the Refunding Bonds shall be secured by a separate subaccount established below.

(B) There is hereby established for the Refunding Bonds a "Series 2021A/2022A Reserve Subaccount" in the Reserve Subaccount of the Debt Service Account of the Utilities System Enterprise Fund. The Reserve Subaccount Requirement for the Refunding Bonds shall be an amount equal to \$0.

**SECTION 8. OPTIONAL REDEMPTION.** (A) The Refunding Bonds may be redeemed by the Issuer in whole, or in part, without penalty or premium, at any time prior to the Final Maturity Date, from any moneys legally available therefore upon notice as provided herein.

(B) Notwithstanding Article III of the Bond Resolution, any optional redemption as described in this Section 8 shall be made on such date as shall be specified by the Issuer in a written notice provided to the Purchaser not less than five (5) days prior thereto by first class mail or electronic mail, with the consent of the Registered Holder.

(C) In the event of any partial redemption of the Refunding Bonds, the partial payments shall be applied in inverse order of maturity, treating scheduled Amortization Installments as maturities.

**SECTION 9. ADJUSTMENTS TO INTEREST RATE.** (A) In the event of a Determination of Taxability with respect to the Series 2022A Bond, the Interest Rate shall be immediately increased (effective retroactively to the date of the Determination of Taxability) to the Taxable Rate. In such an event, the Issuer shall pay to the Purchaser the sum of (i) an amount equal to the difference between the (a) the amount of interest paid on the Series 2022A Bond during the Taxable Period, and (b) the amount of interest that would have been paid on the Series 2022A Bond during the Taxable Period had the Series 2022A Bond 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 Internal Revenue Code of 1986, as amended) owed by the Purchaser as a result of the Determination of Taxability.

(B) From and after the Final Maturity Date or from and after the occurrence of an Event of Default, irrespective of any declaration of maturity, all amounts remaining unpaid or thereafter accruing on the Refunding Bonds shall bear interest at a default rate (the "Default Rate") equal to the Prime Rate, plus six percent (6%). Such Default Rate of interest shall be payable upon demand, but in no event later than when scheduled interest payments are due, and shall also be charged on the amounts owed by the Issuer to the Purchaser pursuant to any judgments entered in favor of the Purchaser.

(C) Any adjustments made to the Interest Rate on the Refunding Bonds pursuant to the terms of this Section 9 shall not exceed the maximum interest rate permitted under Florida law.

**SECTION 10. MANDATORY TENDER AT OPTION OF ISSUER.** The Series 2021A Bond is subject to mandatory tender, at the option of the Issuer, in whole on any date on or after September 5, 2022, subject to the terms hereof and the Bond Exchange Agreement, and upon at least fourteen days' prior written notice to the Registered Holder by the Issuer of its election to currently refund the Series 2021A Bond by issuance and delivery to the Registered Holder of the Series 2022A Bond therefor, together with accrued interest thereon to the date of the mandatory tender and exchange, plus opinions of Bond Counsel and the County Attorney and other conditions precedent, all as provided in the Bond Exchange Agreement. Upon the completion of such tender and exchange, the Series 2021A Bond shall be extinguished.

**SECTION 11. APPLICATION OF SERIES 2021A BOND PROCEEDS.** The proceeds derived from the sale of the Series 2021A Bond, shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(A) an amount of Series 2021A Bond proceeds shall be deposited irrevocably in trust in the Issuer's escrow funds under the terms and provisions of the Escrow Deposit Agreement and such moneys shall be invested in Refunding Securities in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same mature and become due and payable or are redeemed prior to maturity; and

(B) the remaining amount shall be used to pay all costs and expenses relating to the preparation, issuance and sale of the Series 2021A Bond, including certain costs to be disbursed on the date of issuance in accordance with a funding instruction letter from the Issuer addressed to the Purchaser (the "Funding Instruction Letter").



**SECTION 12. TRANSFER OF FUNDS.** Moneys on deposit in the Utility System Debt Service Account (and all subaccounts therein) established for the benefit of the Refunded Bonds shall be deposited to the Escrow Fund and used to refund the Refunded Bonds.

**SECTION 13. APPOINTMENT OF ESCROW AGENT; DESIGNATION OF PAYING AGENT AND REGISTRAR.** The Issuer hereby designates U.S. Bank National Association as Escrow Agent under the Escrow Deposit Agreement and hereby designates itself as Registrar and Paying Agent for the Refunding Bonds. The Refunding Bonds shall be registered upon the books of the Issuer maintained for such purpose as provided in Sections 2.07 and 2.08 of the Bond Resolution. The Chairman and Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 13.

**SECTION 14. ADDITIONAL COVENANTS.** In addition to the covenants and restrictions provided in the Bond Resolution, so long as either Refunding Bond is Outstanding, the Issuer hereby agrees to the following additional covenants and restrictions:

(A) Events of Default. In addition to events that constitute an "Event of Default" under the Bond Resolution, the following events shall each constitute an "Event of Default" with regards to the Refunding Bonds:

(1) A default on any other agreement in connection with indebtedness to the Purchaser (including any hedge agreements executed with the Purchaser, if any).

(2) Failure of the Issuer to comply with Section 4.02 of the Bond Resolution, relating to the pledge of the Pledged Funds.

(3) Failure by the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Bond Resolution for a period of thirty (30) days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the Issuer by the Purchaser or (ii) the date the Issuer was required to give notice of the event or condition to the Purchaser pursuant to the paragraph below hereof, unless the Purchaser shall agree in writing to an extension of such time prior to its expiration. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until such default has been corrected; provided, however, that if such default is not cured within 60 days, it shall become an Event of Default.

(4) Failure of the Issuer to meet the required coverage levels described in Section 5.04 of the Bond Resolution (relating to rates, fees and charges) for two

consecutive Fiscal Years provided, however, this provision shall not alleviate the obligation of the Issuer to institute such recommendations of the Rate Consultant in accordance with Section 5.04 of the Bond Resolution.

The Issuer shall within ten (10) Business Days after it acquires knowledge thereof, notify the Purchaser upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default. Regardless of the date of receipt of such notice by the Purchaser, such date shall not in any way modify the date of occurrence of the actual Event of Default.

(B) Annual Audit and Budget. Pursuant to Section 5.06 of the Bond Resolution, the Purchaser hereby requests that the Issuer's Annual Audit be provided to the Purchaser within 270 days after each Fiscal Year end, together with an annual budget within 60 days of adoption, and any other information the Purchaser may reasonably request.

(C) Additional Bonds. Without the consent of the Purchaser, Additional Bonds may only be issued pursuant to Section 6.02 of the Bond Resolution to the extent the independent certified public accountant or Rate Consultant certify that the average Net Revenues for the two most recent Fiscal Years were at least equal to 120% of the Maximum Annual Debt Service on the Outstanding Bonds and the proposed Additional Bonds then proposed to be issued.

(D) Acceleration. To the extent Article VII of the Bond Resolution is amended to permit acceleration as a remedy, the Purchaser shall be deemed to have the same rights to such remedy as other Holders of Bonds under the Bond Resolution.

(E) Modification or Amendment. No modification or amendment to Sections 5.04 (relating to rates) or 6.02 (relating to issuance of Additional Bonds) of the Bond Resolution may be made without the written consent of the Purchaser.

**SECTION 15. ADDITIONAL REMEDIES.** If any amount due on either Refunding Bond is not paid by the fifteenth (15th) day following the scheduled June 1 or December 1 payment date, the Issuer shall be obligated to pay the Purchaser a late fee equal to six percent (6)% of the past due amount (the "Late Fee"). Such Late Fee shall be immediately due and payable and, to the extent allowed under applicable law, shall bear interest at the interest rate of the Refunding Bond until paid.

**SECTION 16. AUTHORIZATION OF EXECUTION OF ESCROW DEPOSIT AGREEMENT REGARDING THE REFUNDED BONDS.** The Issuer hereby authorizes and directs the Chairman to execute, and the Clerk to attest under the official seal of the Issuer, the Escrow Deposit Agreement and to deliver the Escrow Deposit Agreement to the Escrow Agent, and does hereby authorize and direct the execution, sealing and delivery of the Escrow Deposit Agreement. All of the provisions of the Escrow

Deposit Agreement, when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be incorporated in this Supplemental Resolution in the same manner and with the same effect as if the Escrow Deposit Agreement were fully set forth herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as EXHIBIT F with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by said Chairman. Execution by the Chairman of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes. The Clerk and Financial Advisor (or its affiliates) are each further authorized to approve the purchase, from proceeds of the Series 2021A Bond, of Refunding Securities which, together with other funds to be deposited pursuant to the Escrow Deposit Agreement, shall be sufficient at the time of such deposit to pay and refund the Refunded Bonds as the same become due and payable or are redeemed prior to maturity and to pay any fees or costs related to such purchase.

**SECTION 17. AUTHORIZATION OF EXECUTION OF BOND EXCHANGE AGREEMENT.** The Issuer hereby authorizes and directs the Chairman to execute, and the Clerk to attest under the official seal of the Issuer, the Bond Exchange Agreement and to deliver the Bond Exchange Agreement to the Purchaser, and does hereby authorize and direct the execution, sealing and delivery of the Bond Exchange Agreement. All of the provisions of the Bond Exchange Agreement, when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Purchaser, shall be incorporated in this Supplemental Resolution in the same manner and with the same effect as if the Bond Exchange Agreement were fully set forth herein, and the Bond Exchange Agreement shall be in substantially the form attached hereto as EXHIBIT E with such changes, amendments, modifications, omissions and additions, including the date of such Bond Exchange Agreement, as may be approved by said Chairman. Execution by the Chairman of the Bond Exchange Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 18. GENERAL AUTHORITY.** The members of the Governing Body of the Issuer and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Supplemental Resolution and the Bond Resolution, or desirable or consistent with the requirements hereof or the Bond Resolution, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or in the Refunding Bonds and the Bond Resolution, and each member, employee, attorney and officer of the Issuer and the Clerk is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

**SECTION 19. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held

contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Refunding Bonds.

**SECTION 20. RESOLUTION TO CONTINUE IN FORCE.** Except as herein expressly provided, the Bond Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

**SECTION 21. WAIVER OF JURY TRIAL.** The Issuer knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Bond Resolution or the Refunding Bonds, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Refunding Bonds or the Bond Resolution.

**SECTION 22. APPLICABLE LAW AND VENUE.** The Refunding Bonds shall be governed by applicable federal law and the internal laws of the state of Florida. The Issuer agrees that certain material events and occurrences relating to the Refunding Bonds bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Refunding Bonds shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Refunding Bonds, the Issuer consents to the jurisdiction and venue of any court located or having jurisdiction in Marion County, Florida or the City of Ocala, Florida.

[Signature page follows]

**SECTION 23. EFFECTIVE DATE.** This Supplemental Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED**, this 4th day of May, 2021.

**BOARD OF COUNTY  
COMMISSIONERS OF MARION  
COUNTY, FLORIDA**

(SEAL)

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Jeff Gold, Chairman

ATTEST:

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

## **EXHIBIT A**

### **REQUEST FOR PROPOSALS**

**MARION COUNTY, FLORIDA - REQUEST FOR PROPOSALS**

**UTILITIES SYSTEM REVENUE BOND, SERIES 2021A**

**(Not to Exceed \$14,000,000)**

**TAXABLE UTILITIES SYSTEM REVENUE REFUNDING BOND, SERIES 2021B**

**(Not to Exceed \$29,000,000)**

**RFP DATED: MARCH 15, 2021**

Marion County, Florida ("County") is seeking proposals to provide fixed rate term loans at the lowest overall borrowing cost, pursuant to certain conditions as determined by the County. The County's Utilities System Revenue Bond, Series 2021A (the "2021A Bond") will be issued to finance the cost of acquiring the Marion Utilities, Inc. system from a private owner. The County's Taxable Utilities System Revenue Refunding Bond, Series 2021B (the "2021B Bond" and collectively with the 2021A Bond, the "2021 Bonds") will be issued to refund the callable portion of the County's outstanding Utilities System Revenue Refunding Bonds, Series 2012 (the "2012 Bonds" or the "Refunded Bonds"). The 2021 Bonds will be direct loans and the County is not preparing any disclosure document. The County is interested in receiving proposals for one or both of the 2021 Bonds and proposals for the 2021B Bond should be based on any (or all) of the below described structures.

- Taxable advance refunding through final maturity of the Refunded Bonds (December 1, 2033)
- Taxable advance refunding that economically converts to a tax-exempt structure no more than 90 days prior to the call date of the Refunded Bonds (December 1, 2022) through an exchange of the taxable bond for a tax-exempt bond in accordance with federal tax law. Such exchange shall occur at the County's option on a date selected by the County to occur within 90 days of such call date, based on adequate notice to the lender, and shall not be deemed to be a prepayment of the taxable bond. This structure will be implemented through a combination of a taxable advance refunding coupled with a forward delivery and direct purchase agreement that provides for a current refunding of the taxable debt on the exchange date and that is executed at closing locking in the forward tax-exempt interest rate.
- Tax-Exempt forward refunding that closes no sooner than 90 days prior to call date of the Refunded Bonds (December 1, 2022).

The County will determine at its sole discretion whether to move forward with the issuance of the 2021B Bonds and the structure to implement based on the proposals received and their ability to meet the desired debt service savings targets. The County also reserves the right to award the 2021 Bonds to the same or different lenders.

A tentative calendar for the review of responses is as follows:

March 15, 2021	RFP circulated
April 7, 2021	Responses due
April 8/9, 2021	County staff reviews responses and selects lender for approval
April 23, 2021	Agenda Deadline

May 4, 2021  
Week of May 17, 2021

Commission Meeting – Approval of 2021 Bonds  
Tentative Closing Date (subject to change)

***SUBMISSION REQUIREMENTS:***

Each proposal shall include the interest rates (based on above described structures), prepayment provisions, fees, financial reporting requirements, default rate, and other terms/conditions. **No later than 1:00 p.m. eastern time on Wednesday, April 7, 2021**, an electronic copy of each proposal must be emailed to **Jennifer Cole** at ([jenniferc@marioncountyclerk.org](mailto:jenniferc@marioncountyclerk.org)) at the County with a copy to **Jay Glover** ([gloverj@pfm.com](mailto:gloverj@pfm.com)) and **Aurora Pavlish-Carpenter** ([pavlishcarpentera@pfm.com](mailto:pavlishcarpentera@pfm.com)) at PFM Financial Advisors LLC (“PFM”), the County’s financial advisor.

Any inquiries or requests for clarification or additional information shall be emailed to the County’s Financial Advisor: **Jay Glover** ([gloverj@pfm.com](mailto:gloverj@pfm.com)).

1. Term: The 2021A Bond shall have a stated final maturity of December 1, 2040. While the County prefers a fixed rate to maturity, proposals that include a lender put option will also be considered. The 2021B Bond, and the exchanged tax-exempt bond, if applicable, shall have a stated final maturity of December 1, 2033.
2. Purpose: The 2021A Bond will be issued to finance the cost of acquiring the Marion Utilities, Inc. system from a private owner. The 2021B Bond will be issued to refund the callable portion of the 2012 Bonds. If applicable, the County will pay the costs of issuing the exchanged tax-exempt bond for the taxable bond out of legally available funds.
3. Principal Payments: The principal related to the 2021 Bonds, and the exchanged tax-exempt bond, if applicable, shall be fully amortized over the term of the loans as set forth in Exhibit A “Preliminary Loan Amortization Schedules”.
4. Interest Rate: Interest on the 2021 Bonds, and the exchanged tax-exempt bond, if applicable, shall be calculated based on a 360-day year comprised of twelve 30-day months, payable semiannually on June 1 and December 1, commencing on December 1, 2021.
5. Prepayment Options: Describe any prepayment options available to the County. If a prepayment penalty is required, state the terms of the penalty.
6. Security: The 2021 Bonds, and the exchanged tax-exempt bond, if applicable, and the interest thereon will be payable solely from and secured by a lien upon and pledge of the Pledged Funds, which consist of the Net Revenues and Connection Fees of the System, and until applied in accordance with the provisions of the Resolution, all moneys, including investment thereof, in certain accounts and subaccounts established by the Resolution, as specified therein. The 2021 Bonds will be secured on a parity status with the County’s outstanding Utilities System Revenue Refunding Bonds, Series 2012 not refunded by the 2021B Bond and the Utilities System Revenue Refunding Bond, Series 2016. The Parity Debt Service is included in Exhibit B.



7. No Debt Service Reserve: The 2021 Bonds will not be secured by a deposit to any debt service reserve fund.

8. Credit Ratings: The 2021 Bonds, and the exchanged tax-exempt bond, if applicable, will not possess an underlying credit rating. However, the outstanding parity bonds possess underlying credit ratings of Aa3 (stable outlook) from Moody's Investors Service and AA- (stable outlook) from S&P Global Ratings.

9. Loan Documents: All loan documents, including the forward delivery and direct purchase agreement, shall be prepared by Nabors, Giblin & Nickerson, Bond counsel for the County ("Bond Counsel"), who shall provide the lender and its Counsel with drafts thereof for review and comment at least one week prior to loan closing. PFM will serve in the sole capacity as financial advisor to the County and not as a placement agent for the 2021 Bonds, and the exchanged tax-exempt bond, if applicable.

10. Closing: It is anticipated that closing for the 2021 Bonds shall occur on or around the week of May 17, 2021. Closing of the exchanged tax-exempt bond, if applicable, shall occur at the County's option on a date selected by the County to occur within 90 days of the December 1, 2022 call date of the Refunded Bonds, based on adequate notice to the lender. Closings shall occur at a time and place mutually acceptable to the County and the lender.

11. Costs and Fees: The County shall pay all costs relating to financing, preparing and printing the loan documents, and filing all required financing statements. The County shall also pay the lender's Bank Counsel Fees.

12. Rejection of Proposals/Negotiations: THE COUNTY EXPRESSLY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS RECEIVED IN CONNECTION WITH THIS REQUEST FOR PROPOSALS AND THEREAFTER TO NEGOTIATE WITH ANY PROPOSER. AS PERMITTED BY LAW, THE COUNTY RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE BASIS FOR ACCEPTANCE OF ANY PROPOSAL SHALL BE BASED ON THE OVERALL TERMS MOST FAVORABLE TO THE COUNTY AS DETERMINED SOLELY BY THE COUNTY. THE COUNTY ALSO RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS WITH ANY PROPOSERS.

13. Required Representations: By submitting a proposal in response to this Request for Proposals, the lender acknowledges the following statement: Lender has a present intent to hold the 2021 Bonds, and the exchanged tax-exempt bond, if applicable, subject to this transaction to maturity or earlier redemption for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of such 2021 Bonds, and the exchanged tax-exempt bond, if applicable. Lender acknowledges that PFM is relying on the foregoing representation and based on this representation PFM determines that this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and PFM is released from the requirement to request a CUSIP assignment on behalf of the County pursuant to MSRB Rule G-34 for the 2021 Bonds, and the exchanged tax-exempt bond, if applicable. The lender will also be required to deliver certain certificates at closing including, but not limited to: (i) that it is a qualified

institutional investor having knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of lending funds to the County, (ii) that it has had access to and has reviewed such information concerning the County as it has deemed necessary, and (iii) that it understands the 2021 Bonds, and the exchanged tax-exempt bond, if applicable, are not general obligations of the County but are payable solely by the revenues described in the resolution.

14. Amendment: The County reserves the right to amend or modify this Request for Proposals via email.

**Exhibit A**  
**Preliminary 2021A Bond Amortization Schedule \***

<b><u>Maturity</u></b>	<b><u>Amount</u></b>
12/1/2021	550,000
12/1/2022	550,000
12/1/2023	565,000
12/1/2024	580,000
12/1/2025	595,000
12/1/2026	610,000
12/1/2027	630,000
12/1/2028	645,000
12/1/2029	660,000
12/1/2030	680,000
12/1/2031	695,000
12/1/2032	715,000
12/1/2033	735,000
12/1/2034	750,000
12/1/2035	770,000
12/1/2036	790,000
12/1/2037	810,000
12/1/2038	835,000
12/1/2039	855,000
12/1/2040	875,000

\*Final amortization shall be set when the actual interest rate has been determined. Final maturity of the 2021A Bond shall not be later than 12/01/2040.

**Preliminary 2021B Bond Amortization Schedule \***

<b>Maturity</b>	<b>Amount</b>
12/1/2021	710,000
12/1/2022	1,545,000
12/1/2023	1,690,000
12/1/2024	1,715,000
12/1/2025	1,740,000
12/1/2026	1,775,000
12/1/2027	3,080,000
12/1/2028	3,125,000
12/1/2029	3,175,000
12/1/2030	3,230,000
12/1/2031	3,290,000
12/1/2032	1,720,000
12/1/2033	1,750,000

\*Final amortization shall be set when the actual interest rate has been determined. Final maturity of the 2021B Bond shall not be later than 12/01/2033.

**Exhibit B**  
**Parity Debt Service**

	Series 2012 (1)				Series 2016			
<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Debt Service</b>		<b>Principal</b>	<b>Interest</b>	<b>Debt Service</b>	<b><u>Aggregate Debt Service</u></b>
12/1/2021	1,435,000	1,312,650	2,747,650		2,260,000	269,063	2,529,063	5,276,713
12/1/2022	1,500,000	1,240,900	2,740,900		2,290,000	222,733	2,512,733	5,253,633
12/1/2023	1,585,000	1,165,900	2,750,900		2,255,000	175,788	2,430,788	5,181,688
12/1/2024	1,660,000	1,086,650	2,746,650		1,565,000	129,560	1,694,560	4,441,210
12/1/2025	1,710,000	1,036,850	2,746,850		1,595,000	97,478	1,692,478	4,439,328
12/1/2026	1,765,000	985,550	2,750,550		1,575,000	64,780	1,639,780	4,390,330
12/1/2027	3,130,000	897,300	4,027,300		550,000	32,493	582,493	4,609,793
12/1/2028	3,285,000	740,800	4,025,800		560,000	21,218	581,218	4,607,018
12/1/2029	3,415,000	609,400	4,024,400		475,000	9,738	484,738	4,509,138
12/1/2030	3,555,000	472,800	4,027,800					4,027,800
12/1/2031	3,705,000	330,600	4,035,600					4,035,600
12/1/2032	2,235,000	182,400	2,417,400					2,417,400
12/1/2033	2,325,000	93,000	2,418,000					2,418,000
	31,305,000	10,154,800	41,459,800		13,125,000	1,022,848	14,147,848	55,607,648
(1) The Series 2012 Bonds will be refunded by the 2021B Bond								

**EXHIBIT B**

**PROPOSAL OF TD BANK, N.A.**



TD Bank, N.A.  
301 East Pine Street, Suite 1000  
Orlando, FL 32801  
Tel: 407-622-3563  
Fax: 407-423-0070  
Sterling.Harrell@td.com

**April 7, 2021**

Ms. Jennifer Cole  
Finance Director  
Marion County  
601 SE 25th Avenue  
Ocala, FL 34471

Mr. Jay Glover  
Managing Director  
PFM Financial Advisors LLC  
300 S. Orange Avenue, Suite 1170  
Orlando, FL 32801

Ms. Aurora Pavlish-Carpenter  
Financial Advisory Analyst  
PFM Financial Advisors LLC  
300 S. Orange Avenue, Suite 1170  
Orlando, FL 32801

RE: Request for Proposal for Direct Bank Loan

Dear Ms. Cole, Mr. Glover, and Ms. Pavlish-Carpenter,

In response to the Request for Proposal for Marion County, TD Bank, N.A. (the "Bank") is pleased to submit the following proposal to Marion County, Florida (the "County").

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

The Bank's Loan Proposal is subject to receipt by the County prior to 1:00 pm eastern standard time on April 7, 2021 and is contingent upon a Loan Closing with mutually acceptable documents between the County and Bank on or before May 17, 2021, unless otherwise negotiated between the Parties.

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

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

Very truly yours,

TD BANK, N.A.

By:   
Sterling Harrell  
Director



## TD Bank, N.A.

### TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED April 7, 2021 ("Loan")

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

#### 1. Loan

- a) **Borrower:** Marion County, FL (the "Borrower")
- b) **Facility:** Series 2021B: Bank Loan (the "2021B Note") issued as a "Cinderella" Bond, as described herein.
- c) **Purpose:** The "2021B Note" will be issued to refund the callable portion of the County's outstanding Utilities System Revenue Refunding Bonds, Series 2012.
- d) **Amount:** Not to exceed \$29,000,000.00 USD
- e) **Security:** The 2021 Bonds, and the exchanged tax-exempt bond, if applicable, and the interest thereon will be payable solely from and secured by a lien upon and pledge of the Pledged Funds, which consist of the Net Revenues and Connection Fees of the System, and until applied in accordance with the provisions of the Resolution, all moneys, including investment thereof, in certain accounts and subaccounts established by the Resolution, as specified therein. The 2021 Bonds will be secured on a parity status with the County's outstanding Utilities System Revenue Refunding Bonds, Series 2012 not refunded by the 2021B Bond and the Utilities System Revenue Refunding Bond, Series 2016.
- f) **Settlement Date:** Estimated May 17, 2021
- g) **Maturity:** December 1, 2033
- h) **Repayment Terms:**

Interest on the 2021B Note, and the exchanged tax-exempt note, if applicable, shall be calculated based on a 360-day year comprised of twelve 30-day months, payable semiannually on June 1 and December 1, commencing on December 1, 2021.

Principal on the 2021B Note will be paid annually on December 1, commencing December 1, 2021, with final maturity of December 1, 2033 in accordance with the Amortization Schedule attached in Appendix A.
- i) **Interest Rate:** Taxable Fixed Rate: 1.93% until satisfaction of conditions to convert to the tax-exempt rate as described below.

This rate will be held until a settlement date no later than May 17, 2021 so long as the Bank receives notification that it will be recommended Lender on or before 1:00PM EST on April 12, 2021.

In the event the selection or closing goes beyond the dates noted above, the fixed interest rate will be determined by mutual agreement between the parties.

The initial taxable rate may be converted to a tax-exempt rate of 1.57%, which based on current tax law we understand can be within 90 days prior to the 2012 Bond's first optional redemption date (December 1, 2022), provided that there shall be no default or event of default and there shall be delivered to the Bank an opinion of bond counsel that the interest on the 2021B Note is excludable from gross income of the owners thereof for Federal income tax purposes. Until the conditions precedent for the conversion to the tax-exempt rate shall be satisfied, the 2021B Note shall continue to bear interest at the taxable rate.

j) **Prepayment Provision:**

**Option A:** At the time of any full or partial prepayment, (i) A "Yield Maintenance Fee" in an amount computed as follows shall apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of the 2021B Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

*The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate" in effect at the time of prepayment. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:*

*Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."*

"Remaining Term" as used herein shall mean the remaining term of the 2021B Note.

**Option B:** Borrower can elect to have a "No Prepayment" penalty associated with 2021B Note by adding a premium of 0 basis points to the quoted proposed Loan Rates.

Partial prepayments shall be applied in inverse order of maturity, treating scheduled amortization installments as maturities.

- k) **Default Rate of Interest:** The “default rate of interest” shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal. Prime Rate shall have a floor of 3%.

**Events of Default:** Will include, but not be limited to:

- (1) Violation of covenants.
- (2) Bankruptcy or insolvency
- (3) Payment default.
- (4) Failure of the borrower to reach the Rate Covenant for a second consecutive year and further notation that this does not replace the requirement to implement changes in any year that there is a covenant breach of the Rate Covenant

- l) **Late Charges:** If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The County's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The County agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a maximum time basis not to exceed \$17,500 upon initial issuance and \$5,000 upon conversion of taxable loan to tax-exempt loan. Bank's counsel shall be the following:

Michael Wiener  
Holland & Knight LLP  
2115 Harden Blvd.  
Lakeland, FL 33803  
(863) 499-5362

3. **Financial Reporting:**

a) ***Borrower(s) shall furnish the following financial reports:***

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<b><i>Audited Financial Statements</i></b>	Annually	Within 270 days after the end of the fiscal year
<b><i>Annual Budget</i></b>	Annually	Within 60 days after its adoption

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

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank: (A) an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the interest on the 2021B Note is not excludable from the gross income of the Bank. (B) An opinion of counsel to the Borrower in form and substance satisfactory to the Bank.

## **5. Financial Covenants:**

All standard covenants and provisions shall be applicable to the Loans, including but not limited to:

**Rate Covenant:** As fully detailed in the Utilities System Revenue Bond Resolution, the Issuer shall fix, establish and maintain such rates, fees, charges and collect such fees, rates or other charges for the product, services and facilities of its System, and revise the same from time to time, whenever necessary, as always provide in each Fiscal Year, either:

- (A) Net Revenues which at least equal (1) 105 percent of the Annual Debt Service on all outstanding Bonds becoming due in such Fiscal Year including (2) 100 percent of any amounts (a) required by the terms of Sections 4.07(A) and 4.08(A) to be repaid to the Water Connection Fees Account and Sewer Connection Fees Account in such Fiscal Year, respectively, and (b) required to be paid to the issuer of a Reserve Account Credit Instrument as a result of a draw thereon
- (B) (1) Net Revenues, Water Connection Fees and Sewer Connection Fees in each Fiscal Year adequate to pay at least one hundred ten percent (110%) of the Annual Debt Service becoming due in such Fiscal Year on all Outstanding Bonds including (2) 100% of any amounts (a) required by the terms of Section 4.07 (A) and 4.08(A) hereof to be repaid to the Water Connection Fees Account and Sewer Connection fees Account, respectively, in such Fiscal Year and (b) required to be paid to the issuer of a Reserve Account credit Instrument as a result of a draw thereon. Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues, Water Connection Fees and Sewer Connection Fees for the purposes provided therefore by this Resolution. The issuer hereby represents that it has the power to raise such rates and charges without the approval of any regulatory body.

The foregoing covenant may not be amended without the written consent of the Bank.

### **Additional Bonds Test:**

If acceleration is a remedy for payment default, Borrower shall maintain an additional bonds test consistent with the existing Master Resolution, detailed here:

An independent certified public accountant or the Rate Consultant shall certify to the Issuer that either (1) the amount of the Net Revenues received during the immediately preceding Fiscal Year or and 12 consecutive months selected by the Issuer of the 18 months immediately preceding the issuance of said Additional Bonds, adjusted as hereinafter provided, were equal to at least, (a) 105 percent of the Maximum Annual Debt Service during the succeeding five Fiscal Years of the Outstanding Bonds and the Additional Bonds then proposed to be issued, including (b) 100 percent of the maximum annual debt service during the succeeding five Fiscal Years for all Subordinated Indebtedness then outstanding and any amounts (i) required by the terms of Sections 4.07 (A) and 4.08 (A) hereof to be repaid to the Water Connection Fees Account and Sewer Connection Fees Account during such 12-month period and, (ii) required to be paid to the issuer of a Reserve Account Credit Instrument as a result of a draw thereon, or (2) the amount of Net Revenues and Connection Fees, adjusted as hereinafter provided, received by the Issuer during such 12 month period will be equal to at least (a) one hundred ten percent (110%) of the Maximum Annual Debt Service during the next succeeding five Fiscal Years of the Outstanding Bonds and the Additional Bonds then proposed to be issued, including (b) 100% of the maximum annual debt service during the next succeeding five Fiscal years for all Subordinated Indebtedness then outstanding and (i) any amounts required by the terms of Sections 4.07 (A) and 4.08 (A) hereof to be repaid to the Water Connection Fees Account and Sewer Connection Fees Account during such 12-month

period and (ii) required to be paid to the issuer of a Reserve Account Credit Instrument as a result of a draw thereon.

Should acceleration as a remedy for payment default not be available, Borrower shall modify the additional parity debt secured by Pledged Revenues to require the average Pledged Revenues for the two most recent fiscal years be equal to at least 1.20 times the projected maximum annual debt service on the existing and proposed debt.

The foregoing covenant, as applicable, may not be amended without the written consent of the Bank.

**6. Other Conditions:**

- a. No Material Adverse Change to the Borrower.
- b. This Facility shall be on parity with all Senior Bonds without preference to any debt issuance.
- c. Cross default to all other debt secured by the same revenues, for a payment default and/or exercising acceleration as a remedy.
- d. The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- e. All standard representations, warranties, rights and remedies in the event of default that are acceptable to the Bank.
- f. Documents for the 2021B Note will, effective upon a conversion to the tax-exempt interest rate, include determination of taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable loan rate should the IRS deem the Loan to be a taxable facility due to events associated with action or inaction of Borrower.
- g. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- h. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
- i. Upon the conversion to the tax-exempt rate, accrued interest on the taxable loan will be due and payable. Upon issuance of taxable loan, all material documentation and forms of opinions to be agreed to and final forms set forth in a forward delivery and exchange agreement.

Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

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

## Appendix A: Amortization Schedule

12/1/2021	\$710,000
12/1/2022	\$1,545,000
12/1/2023	\$1,690,000
12/1/2024	\$1,715,000
12/1/2025	\$1,740,000
12/1/2026	\$1,775,000
12/1/2027	\$3,080,000
12/1/2028	\$3,125,000
12/1/2029	\$3,175,000
12/1/2030	\$3,230,000
12/1/2031	\$3,290,000
12/1/2032	\$1,720,000
12/1/2033	\$1,750,000

**EXHIBIT C**

**FORM OF SERIES 2021A BOND**

**THE REGISTRATION OF OWNERSHIP OF THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN SECTION 517.021(20), FLORIDA STATUTES) AS PROVIDED IN THE RESOLUTION.**

No. R-1

\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
MARION COUNTY  
TAXABLE UTILITIES SYSTEM REVENUE REFUNDING BOND,  
SERIES 2021A**

<u>Interest Rate</u>	<u>Final Maturity Date</u>	<u>Date of Original Issue</u>
1.93%	December 1, 2033	May ____, 2021

**KNOW ALL MEN BY THESE PRESENTS** that Marion County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, in the manner provided herein, to TD Bank, N.A., as registered owner, or registered assigns (the "Registered Holder"), the principal sum of

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solely from the Pledged Funds (hereinafter defined) and to pay interest on the unpaid balance thereof from the date hereof. Interest shall be payable in arrears on the dates set forth below, at an annual rate equal to 1.93% per annum, computed based on a 360 day year consisting of twelve 30-day months, subject to adjustment pursuant to Section 9 of the hereinafter defined Supplemental Resolution. The principal of this Bond shall be payable on December 1, 2021 and annually thereafter in accordance with the Amortization Installment schedule below on December 1 of each year, through and including December 1, 2033, on which date all unpaid principal and interest due shall be due and payable in full:

<u>Year</u> <u>(December 1)</u>	<u>Amount</u>	<u>Year</u> <u>(December 1)</u>	<u>Amount</u>
2021	\$	2028	
2022		2029	
2023		2030	
2024		2031	
2025		2032	
2026		2033	
2027			

Interest shall be paid on each June 1 and December 1, commencing December 1, 2021, in an amount equal to the interest accrued and unpaid to such date. Interest shall additionally be payable upon the mandatory tender and exchange of this Bond for the Issuer's Utilities System Revenue Refunding Bond, Series 2022A (the "Series 2022A Bond"), upon the satisfaction of the conditions precedent in accordance with the Resolution and the Bond Exchange Agreement (as defined herein). The interest rate on this Bond is subject to adjustment as provided for in the Supplemental Resolution defined below. If any amount due hereunder is not paid within fifteen (15) days of the applicable due date, the Issuer shall be obligated to pay the Registered Holder a late fee equal to six percent (6%) of the past due amount.

Principal and interest on this Bond are payable in lawful money of the United States of America, without presentment, to the Registered Holder in accordance with written instructions provided by the Registered Holder to the Issuer.

This Bond is issued for the principal purpose refinancing the Issuer's Outstanding Utilities System Revenue Refunding Bonds, Series 2012, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of County Commissioners (the "Board") of the Issuer, on November 30, 1993, as amended and supplemented (the "Bond Resolution"), and particularly as supplemented by a resolution duly adopted by the Board of the Issuer, on May 4, 2021 (the "Supplemental Resolution" and collectively with the Bond Resolution, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of the Net Revenues and Connection Fees (as defined in the Resolution) to be derived from the operation of the Issuer's water and sewer system (the "System"), and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the accounts and subaccounts established by the Resolution, except (A) to the extent moneys therein shall be required to pay the Operating Expenses (as defined in the Resolution) of the System in accordance with the terms of the Resolution, (B) to the extent moneys in each subaccount of the Reserve Subaccount shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance



with the provisions of the Resolution, and (C) amounts in the Rebate Account (collectively, the "Pledged Funds"). It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution.

Neither the members of the Board nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The transfer of this Bond is registrable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond 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 Bond is issuable in the form of one fully registered Bond in the denomination of \$\_\_\_\_\_ (or such lesser amount resulting from a partial redemption of this Bond). The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is subject to redemption by the Issuer in whole, or in part, at any time prior to the Final Maturity Date, in whole or in part at any time. Any optional redemption shall be made on such date as shall be specified by the Issuer in a written notice provided to the Purchaser not less than five (5) days prior thereto by first class mail or electronic mail, with the consent of the Registered Holder. Notwithstanding anything in the Resolution to the contrary, presentment of this Bond shall not be required upon a partial redemption.

This Bond is subject to mandatory tender, at the option of the Issuer, in whole on any date on or after September 5, 2022 subject to the terms hereof and upon at least fourteen (14) days' prior written notice to the Registered Holder by the Issuer of its election to currently refund this Bond by issuance and delivery to the Registered Holder of the Series 2022A Bond in exchange therefor, together with accrued interest thereon to the date of the mandatory tender and exchange, and opinions of Bond Counsel and the County Attorney and other conditions precedent, all as provided in the Bond Purchase and Exchange Agreement, by and between the Issuer and the Registered Holder, dated as of the date of

original issue hereof, as the same may be amended and supplemented from time to time (the "Bond Exchange Agreement").

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 Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

Upon compliance with certain conditions set forth in the Resolution, Marion County has specifically reserved the right to transfer the ownership and operation of the System as a whole and all of Marion County's obligations under the Resolution and the Bonds to a separate local unit of special-purpose government created either by the Florida Legislature or the Board of County Commissioners of Marion County for the purpose of owning and operating the System (the "Special District"). Upon the consummation of such transfer, and the effective assumption of all of Marion County's obligations with respect to the Bond, the transferee Special District shall become the "Issuer" for all purposes under the Resolution. Thereafter, the transferee Special District shall be solely responsible for compliance with all of the terms and provisions of the Resolution, including but not limited to the payment of this Bond and the interest thereon, and shall be entitled to exercise all rights under the Resolution, including but not limited to the right to issue future obligations on a parity with this Bond. Acceptance of this Bond by the Registered Holder hereof shall constitute such Holder's consent to Marion County's transfer of the System and the transferee Special District's assumption of Marion County's rights and obligations under the Resolution.

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 Bond, 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 Bond does not violate any constitutional or statutory limitations or provisions.

This Bond 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**, the Board has issued this Bond and has caused the same to be executed by the manual signature of its Chairman, and by the manual signature of its Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_ day of May, 2021.

**MARION COUNTY, FLORIDA**

(SEAL)

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Jeff Gold, Chairman

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

## **CERTIFICATE OF AUTHENTICATION**

This Bond is the Series 2021A Bond of the Issuer described in the within-mentioned Resolution.

DATE OF AUTHENTICATION: May \_\_\_\_, 2021.

**MARION COUNTY, FLORIDA**  
Registrar

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

**EXHIBIT D**

**FORM OF SERIES 2022A BOND**

**THE REGISTRATION OF OWNERSHIP OF THIS BOND MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN SECTION 517.021(20), FLORIDA STATUTES) AS PROVIDED IN THE RESOLUTION.**

No. R-1

\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
MARION COUNTY  
UTILITIES SYSTEM REVENUE REFUNDING BOND,  
SERIES 2022A**

<u>Interest Rate</u>	<u>Final Maturity Date</u>	<u>Date of Original Issue</u>
1.57%	December 1, 2033	_____, 2022

**KNOW ALL MEN BY THESE PRESENTS** that Marion County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, in the manner provided herein, to TD Bank, N.A., as registered owner, or registered assigns (the "Registered Holder"), the principal sum of

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solely from the Pledged Funds (hereinafter defined) and to pay interest on the unpaid balance thereof from the date hereof. Interest shall be payable in arrears on the dates set forth below, at an annual rate equal to 1.57% per annum, computed based on a 360 day year consisting of twelve 30-day months, subject to adjustment pursuant to Section 9 of the hereinafter defined Supplemental Resolution. The principal of this Bond shall be payable in accordance with the Amortization Installment schedule below on December 1 of each year, through and including December 1, 2033, on which date all unpaid principal and interest due shall be due and payable in full:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
<u>(December 1)</u>	<u>\$</u>	<u>(December 1)</u>	<u>\$</u>

Interest shall be paid on each June 1 and December 1, in an amount equal to the interest accrued and unpaid to such date. The interest rate on this Bond is subject to adjustment as provided for in the Supplemental Resolution defined below. If any amount due hereunder is not paid within fifteen (15) days of the applicable due date, the Issuer shall be obligated to pay the Registered Holder a late fee equal to six percent (6%) of the past due amount.

Principal and interest on this Bond are payable in lawful money of the United States of America, without presentment, to the Registered Holder in accordance with written instructions provided by the Registered Holder to the Issuer.

This Bond is issued for the principal purpose refinancing the Issuer's Outstanding Taxable Utilities System Revenue Refunding Bond, Series 2021A, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 125, Florida Statutes, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Board of County Commissioners (the "Board") of the Issuer, on November 30, 1993, as amended and supplemented (the "Bond Resolution"), and particularly as supplemented by a resolution duly adopted by the Board of the Issuer, on May 4, 2021 (the "Supplemental Resolution" and collectively with the Bond Resolution, the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of the Net Revenues and Connection Fees (as defined in the Resolution) to be derived from the operation of the Issuer's water and sewer system (the "System"), and until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the accounts and subaccounts established by the Resolution, except (A) to the extent moneys therein shall be required to pay the Operating Expenses (as defined in the Resolution) of the System in accordance with the terms of the Resolution, (B) to the extent moneys in each subaccount of the Reserve Subaccount shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions of the Resolution, and (C) amounts in the Rebate Account (collectively, the "Pledged Funds"). It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such Holder shall never have the right to require or compel

the exercise of any taxing power of the Issuer to the payment of such principal and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution.

Neither the members of the Board nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

The transfer of this Bond is registrable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond 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 Bond is issuable in the form of one fully registered Bond in the denomination of \$\_\_\_\_\_ (or such lesser amount resulting from a partial redemption of this Bond). The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is subject to redemption by the Issuer in whole, or in part, at any time prior to the Final Maturity Date, in whole or in part at any time. Any optional redemption shall be made on such date as shall be specified by the Issuer in a written notice provided to the Purchaser not less than five (5) days prior thereto by first class mail or electronic mail, with the consent of the Registered Holder. Notwithstanding anything in the Resolution to the contrary, presentment of this Bond shall not be required upon a partial redemption.

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 Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

Upon compliance with certain conditions set forth in the Resolution, Marion County has specifically reserved the right to transfer the ownership and operation of the System as a whole and all of Marion County's obligations under the Resolution and the Bonds to a separate local unit of special-purpose government created either by the Florida Legislature or the Board of County Commissioners of Marion County for the purpose of owning and operating the System (the "Special District"). Upon the consummation of such transfer, and the effective assumption of all of Marion County's obligations with respect to the Bond, the transferee Special District shall become the "Issuer" for all purposes under the

Resolution. Thereafter, the transferee Special District shall be solely responsible for compliance with all of the terms and provisions of the Resolution, including but not limited to the payment of this Bond and the interest thereon, and shall be entitled to exercise all rights under the Resolution, including but not limited to the right to issue future obligations on a parity with this Bond. Acceptance of this Bond by the Registered Holder hereof shall constitute such Holder's consent to Marion County's transfer of the System and the transferee Special District's assumption of Marion County's rights and obligations under the Resolution.

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 Bond, 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 Bond does not violate any constitutional or statutory limitations or provisions.

This Bond 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**, the Board has issued this Bond and has caused the same to be executed by the manual signature of its Chairman, and by the manual signature of its Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**MARION COUNTY, FLORIDA**

(SEAL)

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Jeff Gold, Chairman

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners



## **CERTIFICATE OF AUTHENTICATION**

This Bond is the Series 2022A Bond of the Issuer described in the within-mentioned Resolution.

DATE OF AUTHENTICATION: \_\_\_\_\_, 2022.

**MARION COUNTY, FLORIDA**  
Registrar

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

## **EXHIBIT E**

### **FORM OF BOND PURCHASE AND EXCHANGE AGREEMENT**

**BOND PURCHASE AND EXCHANGE AGREEMENT**

**between**

**MARION COUNTY, FLORIDA**

**and**

**TD BANK, N.A.**

**Dated May \_\_, 2021**

**Relating to:**

**Marion County, Florida**  
**\$\_\_\_\_\_ Taxable Utilities System Revenue Refunding Bond, Series 2021A**

**Marion County, Florida**  
**\$\_\_\_\_\_ Utilities System Revenue Refunding Bond, Series 2022A**

## **BOND PURCHASE AND EXCHANGE AGREEMENT**

This **BOND PURCHASE AND EXCHANGE AGREEMENT** (this "Bond Exchange Agreement") is dated May \_\_, 2021 and is between TD BANK, N.A., a national banking association (together with its successors and assigns, the "Purchaser") and MARION COUNTY, FLORIDA (the "Issuer"), a political subdivision of the State of Florida (the "State"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Resolution, hereinafter defined.

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Constitution and laws of the State of Florida, particularly Chapter 125, Florida Statutes, and other applicable provisions of law (the "Act"), and Resolution No. 93-R-292 duly adopted by the Board of County Commissioners (the "Board") of the Issuer on November 30, 1993 (the "Original Bond Resolution"), as amended and supplemented, and particularly as supplemented by Resolution No. 21-R-191 duly adopted by the Board of the Issuer on May 4, 2021 (the "Supplemental Resolution" and collectively with the Original Bond Resolution, the "Bond Resolution"), the Issuer authorized the execution and delivery of a bond to be designated "Taxable Utilities System Revenue Refunding Bond, Series 2021A" (the "Series 2021A Bond") to evidence the loan from the Purchaser to the Issuer (the "Loan"); and

**WHEREAS**, the proceeds of the Loan will be used to refund and defease the Issuer's outstanding Utilities System Revenue Refunding Bonds, Series 2012 (the "Refunded Bonds") and to pay certain costs of issuing such Series 2021A Bond and the Series 2022A Bond as hereinafter defined; and

**WHEREAS**, pursuant to the Bond Resolution, the Issuer has also authorized the execution and delivery of a bond to be designated "Utilities System Revenue Refunding Bond, Series 2022A" (the "Series 2022A Bond" and together with the Series 2021A Bond, the "Refunding Bonds") which Series 2022A Bond may only be delivered in exchange for and in order to refinance the Series 2021A Bond to the extent and in the manner set forth herein and the Supplemental Resolution; and

**WHEREAS**, the Refunding Bonds are secured by a lien upon and pledge of certain "Pledged Funds" as defined in and to the extent set forth in the Bond Resolution; and

**WHEREAS**, by the Bond Resolution, the Issuer is authorized to enter into this Bond Exchange Agreement providing for (i) the purchase and sale of the Series 2021A Bond on the date hereof, and (ii) the option of the Issuer to require the Purchaser to tender the Series 2021A Bond to the Issuer on September 5, 2022, or such other date as set forth in a notice delivered in writing to the Purchaser not less than 14 days prior to the mandatory tender date (the "Exchange Date") in exchange for the execution by the Issuer and delivery to the

Purchaser of the Series 2022A Bond on the Exchange Date and upon such additional conditions as set forth herein; and

**WHEREAS**, upon the tender of the Series 2021A Bond to the Issuer on the Exchange Date as provided herein, the Series 2021A Bond shall be redeemed and thereby extinguished without any further action by the Issuer or the Purchaser;

**NOW THEREFORE**, in consideration of the premises and the mutual agreements contained herein, and other valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Issuer and the Purchaser agree as follows:

**1. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY.**

The Issuer represents, warrants and covenants that:

(a) The Issuer is a political subdivision of the State, duly organized and validly existing under the laws of the State. Pursuant to the Supplemental Resolution, the Issuer has duly authorized the execution and delivery of this Bond Exchange Agreement, the Escrow Deposit Agreement between the Issuer and U.S. Bank National Association, as escrow agent (the "Escrow Agreement"), and the Refunding Bonds (collectively, and together with the Bond Resolution, the "Transaction Documents") and the performance by the Issuer of all of its obligations thereunder.

(b) The Issuer has complied with all of the provisions of the Constitution and laws of the State with respect to the authorization, execution and delivery of the Transaction Documents, and has full power and authority to enter into and consummate all transactions contemplated by Transaction Documents, and to perform all of its obligations hereunder and thereunder, and to the best knowledge of the Issuer, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the Issuer is a party or by which the Issuer is bound.

(c) The Issuer is and upon the Exchange Date if tendered, will be, duly authorized and entitled to execute and deliver the Refunding Bonds. This Bond Exchange Agreement and the Series 2021A Bond are, and the Series 2022A Bond if issued and exchanged for the Series 2021A Bond as provided herein will, constitute, legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(d) There are no actions, suits or proceedings pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer, at law or in equity, or before or by any

governmental authority, that, if adversely determined, would materially impair the ability of the Issuer to perform the Issuer's obligations under the Transaction Documents.

(e) No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the Issuer of the Transaction Documents and the related documents, except such as have been obtained, given or accomplished.

(f) The audited financial statements of the Issuer for the fiscal year ended September 30, 2020, presented fairly the results of the Issuer's financial position and results of operations as of such date and for the fiscal year then ended. Since September 30, 2020, there has been no material adverse change in the financial condition of the Issuer, except as disclosed to the Purchaser.

(g) There is no Event of Default occurring under the Bond Resolution or a default that with the passage of time or the giving of notice would be an Event of Default under the Bond Resolution.

**2. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASER.** The Purchaser represents that it is a United States of America national banking corporation and that this Bond Exchange Agreement is a valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject as to enforceability to receivership, insolvency and other similar laws affecting banks, or by the exercise of judicial discretion in accordance with general principles of equity.

**3. PURCHASE AND SALE OF SERIES 2021A BOND.** Upon the terms and conditions set forth herein, the Purchaser agrees to purchase, and the Issuer agrees to sell to the Purchaser, all (and not less than all) of the principal amount of the Series 2021A Bond, such purchase and sale to occur on the 2021A Bond Closing Date (as defined in Paragraph 8 hereof). The purchase price of the Series 2021A Bond will be \$\_\_\_\_\_.

**4. AUTHORITY FOR REFUNDING BONDS.** The Refunding Bonds are authorized to be executed and delivered pursuant to the Bond Resolution and shall be secured pursuant to the provisions of the Bond Resolution.

**5 REQUIRED DISCLOSURE OF PURCHASER.** The information required to be provided to the Issuer by the Purchaser pursuant to Section 218.385, Florida Statutes, is set forth in EXHIBIT A-1, Lender's Disclosure Statement, attached hereto.

**6. TERM OF REFUNDING BONDS.** The Series 2021A Bond shall have the terms set forth in the Form of Series 2021A Bond attached as Exhibit "C" to the Supplemental Resolution. If issued and delivered, the Series 2022A Bond shall have the

terms set forth in the Form of Series 2022A Bond attached as Exhibit "D" to the Supplemental Resolution.

**7. OPTION TO REQUIRE TENDER OF SERIES 2021A BOND AND EXCHANGE FOR SERIES 2022A BOND.** Upon the terms and conditions set forth herein, including but not limited to Paragraph 11 hereof, (a) at the option of and direction of the Issuer, the Series 2021A Bond shall be subject to mandatory tender and presentment by the Purchaser to the Issuer on the Exchange Date, and (b) in the event the Issuer exercises such option, on the Exchange Date (i) the Purchaser agrees to tender and present the Series 2021A Bond to the Issuer and to accept from the Issuer the duly executed and authenticated Series 2022A Bond in the form attached as Exhibit "D" to the Supplemental Resolution, in a principal amount equal to the outstanding and unpaid principal amount of the Series 2021A Bond on the Exchange Date, together with payment by the Issuer to the Purchaser of the accrued and unpaid interest on the Series 2021A Bond to the Exchange Date, if any, and (ii) upon such tender, payment and exchange, the Series 2021A Bond shall be deemed to be discharged and cancelled without any further action by the Issuer or the Purchaser. To exercise such option, the Issuer shall provide written notice of the exercise of such option to the Purchaser not less than 14 days prior to the Exchange Date. In the event that all conditions precedent set forth herein to the exchange of the Series 2022A Bond for the Series 2021A Bond have not been satisfied by the Issuer by the Exchange Date, the exchange shall not occur and the Series 2021A Bond shall be immediately returned to the Purchaser and will remain outstanding. In the event that all conditions precedent set forth herein to the exchange have been satisfied by the Issuer by the Exchange Date, but the Series 2021A Bond is not delivered by the Purchaser to the Issuer on the Exchange Date, the delivery of the Series 2022A Bond by the Purchaser to the Issuer shall nonetheless be deemed to have occurred on the Exchange Date and the Series 2021A Bond shall be deemed to be discharged and cancelled.

**8. CLOSING OF EXECUTION, DELIVERY AND PURCHASE OF SERIES 2021A BOND.** At 11:00 a.m., Eastern Daylight Savings Time, on May \_\_, 2021, or at such later time or on such later date as may be mutually agreed upon by the Issuer and the Purchaser (such date herein called the "Series 2021A Bond Closing Date"), the Issuer shall, subject to the terms and conditions hereof, deliver the Series 2021A Bond to the Purchaser, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Purchaser shall accept such delivery and pay the purchase price of the Series 2021A Bond as set forth in Paragraph 3 hereof in immediately available funds consisting of U.S. Dollars to the order of the Issuer or as may otherwise be instructed in writing by the Issuer (such delivery of and payment for the Series 2021A Bond herein called the "Series 2021A Bond Closing").

**9. CONDITIONS FOR EXECUTION, DELIVERY AND PURCHASE OF SERIES 2021A BOND.** The Purchaser's obligation under this Bond Exchange Agreement to purchase, to accept delivery of and to pay for the Series 2021A Bond is conditioned

upon the performance of the covenants and agreements to be performed hereunder and under the other documents and instruments required hereby to be delivered at or prior to the Series 2021A Bond Closing, and is also subject to the following additional conditions:

(a) At the date of execution hereof and at the Series 2021A Bond Closing, the Bond Resolution shall have been duly approved and adopted by the Issuer, shall be in full force and effect and shall not have been amended or modified subsequent to the adoption of the Bond Resolution.

(b) At the Series 2021A Bond Closing, there will be no pending or, to the knowledge of the Issuer, threatened litigation or proceeding of any nature seeking to restrain or enjoin the execution, sale or delivery of the Series 2021A Bond, or the collection or application of the Gross Revenues or in any way contesting or affecting the validity or enforceability of the Series 2021A Bond, the Bond Resolution, the Escrow Agreement or this Bond Exchange Agreement or contesting in any way the proceedings of the Issuer taken with respect thereto, or contesting or affecting in any way the due existence or powers of the Issuer or the title of any of the members or officials of the Issuer or which if determined adversely could have a material adverse effect on the condition (financial or otherwise) on the Issuer, except as disclosed in writing to the Purchaser prior to the date hereof.

(c) At the Series 2021A Bond Closing, the Purchaser shall receive all of the applicable documents required to be delivered by Section 6.02 of the Bond Resolution and, in addition, the following documents, each dated the Series 2021A Bond Closing Date:

(i) The opinion of Nabors, Giblin & Nickerson, P.A., Bond Counsel ("Bond Counsel"), dated the Series 2021A Bond Closing Date, in substantially the form attached hereto as EXHIBIT B;

(ii) The opinion of the County Attorney, dated the Series 2021A Bond Closing Date and addressed to the Purchaser and Bond Counsel, in substantially the form attached hereto as EXHIBIT C;

(iii) A certificate dated the Series 2021A Bond Closing Date, signed by the Chairman of the Board of County Commissioners of the Issuer, or other appropriate officials satisfactory to the Purchaser, to the effect that, (A) the representations of the Issuer in Paragraph 1 and Paragraph 9 clauses (a) and (b) hereof are true and correct in all material respects as of the Series 2021A Bond Closing Date; and (B) the Issuer has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under this Bond Exchange Agreement, the Escrow Agreement and the Bond Resolution, as of the Series 2021A Bond Closing Date;



(iv) A certificate of PFM Financial Advisors LLC., as independent registered municipal advisor to the Issuer (the "Financial Advisor"), addressed to the Issuer and Bond Counsel, in substantially the form attached hereto as EXHIBIT D;

(v) A copy of the Bond Resolution, certified by the Clerk of the Issuer as being complete and in full force and effect, and not having been amended since the date of adoption of the Bond Resolution;

(vi) The original fully executed Series 2021A Bond;

(vii) A copy of the fully executed Escrow Agreement; and

(viii) A defeasance opinion of Bond Counsel, addressed to the Purchaser and a verification report related to the refunding of the Refunded Bonds.

(d) At the Series 2021A Bond Closing, the Purchaser shall deliver to the Issuer the Lender's Disclosure Statement in the form attached hereto as EXHIBIT A-1 and the Lender's Investment Certificate in the form attached hereto as EXHIBIT A-2, executed on behalf of the Purchaser.

(e) The Issuer shall pay the fees of Purchaser's counsel set forth in Paragraph 12 hereof.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Bond Exchange Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are fully completed and executed by all required parties in the form specified herein or are otherwise in form and substance satisfactory to the Purchaser and its counsel.

If the conditions to the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Series 2021A Bond contained in this Bond Exchange Agreement are not satisfied, or if the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Series 2021A Bond shall be terminated for any reason permitted by this Bond Exchange Agreement, this Bond Exchange Agreement shall terminate and neither the Purchaser nor the Issuer shall be under any further obligation hereunder, except that the obligations of the Issuer and the Purchaser set forth in Paragraph 12 hereof shall continue in full force and effect.

**10. CLOSING OF EXECUTION, DELIVERY AND EXCHANGE OF SERIES 2022A BOND.** If the Issuer shall have exercised its option to require the mandatory tender of the Series 2021A Bond by the Purchaser to the Issuer on the Exchange Date, as set forth in Paragraph 7 hereof, the Purchaser shall, subject to the terms and conditions hereof, tender the Series 2021A Bond to the Issuer at the address provided herein, in exchange for the Series 2022A Bond and payment by the Issuer to the Purchaser

of the accrued and unpaid interest on the Series 2021A Bond as of the Exchange Date, if any, and the Issuer shall, subject to the terms and conditions hereof, deliver the Series 2022A Bond in a principal amount equal to the outstanding and unpaid principal amount of the Series 2021A Bond on the Exchange Date, to or upon the order of the Purchaser, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Purchaser shall accept such delivery and payment in exchange for the Series 2021A Bond (such delivery and exchange herein called the "Series 2022A Bond Exchange"). The Series 2022A Bond Exchange shall occur at the Issuer's offices in Ocala, Florida, or such other place as shall have been mutually agreed upon by the Issuer and the Purchaser.

#### **11. CLOSING CONDITIONS FOR SERIES 2022A BOND EXCHANGE.**

The Purchaser's obligation under this Bond Exchange Agreement to undertake the Series 2022A Bond Exchange shall be conditioned upon the performance of the covenants and agreements to be performed hereunder and under such other documents required hereby to be delivered at or prior to the Series 2022A Bond Exchange, and shall also be subject to the following additional conditions:

(a) At the date of the Series 2022A Bond Exchange, there shall be no Event of Default under the Bond Resolution, and the Bond Resolution shall be in full force and effect and shall not have been amended or modified after the date of adoption of the Supplemental Resolution, except as agreed to in writing by the holder of the Series 2022A Bond.

(b) At the Series 2022A Bond Exchange, there will be no pending or, to the knowledge of the Issuer, threatened, litigation or lawful proceeding of any nature seeking to restrain or enjoin the execution, sale or delivery of the Series 2022A Bond, or in any way contesting or affecting the validity or enforceability of the Transaction Documents, or contesting in any way the proceedings of the Issuer taken with respect thereto, or the power of the Issuer with respect thereto, or contesting the due existence of the Issuer, and the Purchaser will receive the certificate of the Issuer to the foregoing effect.

(c) At the date of the Series 2022A Bond Exchange, the Purchaser (or the holder of the Series 2022A Bond as designated herein) shall receive all of the applicable documents required to be delivered by Section 6.02 of the Bond Resolution and, in addition, the following documents, each dated the Series 2022A Bond Exchange Date:

(i) The opinion of Bond Counsel, dated the Exchange Date, in substantially the form attached hereto as EXHIBIT E;

(ii) An opinion of opinion of the County Attorney, dated the Exchange Date and addressed to the Purchaser and Bond Counsel, in substantially the form attached hereto as EXHIBIT F;

(iii) A certificate dated the Series 2022A Bond Exchange Date, signed by the Chairman of the Board of County Commissioners of the Issuer, or other appropriate officials satisfactory to the Purchaser, to the effect that (A) the representations of the Issuer in subparagraphs (a), (b), (c) and (e) of Paragraph 1 and Paragraph 11 clauses (a) and (b) hereof are true and correct in all material respects as of the Series 2022A Bond Exchange Date, (B) no Event of Default exists under the Bond Resolution or that with the giving of notice of the passage of time would be an Event of Default under the Bond Resolution, and (C) the Issuer has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under this Bond Exchange Agreement and the Bond Resolution, as of the Series 2022A Bond Exchange Date;

(iv) A copy of the Bond Resolution, certified by the Clerk of the Issuer as being complete and in full force and effect and as not having been amended after the date of adoption of the Supplemental Resolution except as may be permitted in compliance with the terms thereof;

(v) Payment to the Purchaser of the accrued and unpaid interest on the Series 2021A Bond as of the Exchange Date, if any; and

(vi) The original fully executed Series 2022A Bond registered in the name of such holder as directed by the Purchaser.

All of the evidence, opinions, letters, certificates, instruments and other documents, mentioned above or elsewhere in this Bond Exchange Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are fully completed and executed by all required parties in the form specified herein or are otherwise in form and substance satisfactory to the Purchaser and its counsel.

If the conditions to the obligations of the Purchaser to exchange the Series 2021A Bond for the Series 2022A Bond are not satisfied this Bond Exchange Agreement will continue in full force and effect.

**12. EXPENSES.** The Purchaser shall be under no obligation to pay, and the Issuer shall pay, such expenses incident to the incurrence of the Loan, the execution and delivery of the Refunding Bonds and the Escrow Agreement, and the performance of the Issuer's obligations hereunder, including, but not limited to the following expenses: (i) the cost of preparing the Transaction Documents; (ii) the fees and disbursements of Bond Counsel; (iii) the fees and disbursements of the independent registered municipal advisor to the Issuer; and (iv) the fees and disbursements of any experts, accountants, consultants or advisors retained by the Issuer. The Issuer shall pay the fees of counsel to the Purchaser in the amount of \$17,500 on the Series 2021A Bond Closing Date. If the exchange of the Series 2021A Bond for the Series 2022A Bond occurs on the Exchange Date in the manner provided herein and closing documents in the forms attached as exhibits hereto, the Issuer

shall pay the fees of counsel to the Purchaser in the amount of \$5,000 on the Series 2022A Bond Exchange Date. In addition to the fees of counsel to the Purchaser on the Series 2022A Bond Exchange Date, it is expected that fees in the amount \$12,500 shall be payable to the Financial Advisor and fees in the amount of \$15,000 shall be payable to Bond Counsel on the Series 2022A Bond Exchange Date.

**13. AMENDMENT OF THIS BOND EXCHANGE AGREEMENT.** This Bond Exchange Agreement may only be amended in writing executed by the Issuer and the Purchaser.

**14. NOTICES.** Any notice, demand, direction, request or other instrument authorized or required by this Bond Exchange Agreement to be given to the Issuer or the Purchaser shall be sent by United States certified mail, first-class postage prepaid, return receipt requested, or by overnight common courier, addressed as follows (unless changed as hereinafter provided):

If to the Issuer: Marion County Clerk of Court  
110 N.W. 1st Avenue  
Ocala, Florida 34475  
Attention: Jennifer Cole, Finance Director

If to the Purchaser: TD Bank, N.A.  
301 East Pine Street, Suite 1000  
Orlando, Florida 32801  
Attn: Sterling Harrell, Director

Upon written notice to the respective parties mentioned above given in the manner provided above, any of the above or subsequent addresses may be changed.

**15. WAIVER OF JURY TRIAL; VENUE.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Bond Exchange Agreement or any other document executed in connection herewith or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver, (b) acknowledges that it and the other parties hereto have been induced to enter into this Bond Exchange Agreement and the other documents contemplated hereby by, among other things, the mutual waivers and certifications in this section, and (c) certifies that this waiver is knowingly, willingly and voluntarily made. In the event of any legal proceedings arising out of or related to this Bond Exchange Agreement, the Issuer and the Purchaser consent to the jurisdiction and venue of any court located or having jurisdiction in Orange Issuer, Florida.

**16. FLORIDA LAW GOVERNS.** The validity, interpretation and performance of this Bond Exchange Agreement shall be governed by the laws of the State.

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

**18. NON-ASSIGNABILITY.** This Bond Exchange Agreement may not be assigned by the Issuer.

**19. PATRIOT ACT.** The Purchaser is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Patriot Act") and hereby notifies the Issuer that pursuant to the requirements of the Patriot Act, it is 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 Purchaser to identify the Issuer in accordance with the Patriot Act.

**20. COUNTERPARTS.** This Bond Exchange Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO BOND PURCHASE AND EXCHANGE AGREEMENT]

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

**TD BANK, N.A.**

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Sterling Harrell, Director

**BOARD OF COUNTY COMMISSIONERS  
OF MARION COUNTY, FLORIDA**

(SEAL)

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Jeff Gold, Chairman

ATTEST:

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Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

## **LIST OF EXHIBITS**

Exhibit A-1	Lender's Disclosure Statement
Exhibit A-2	Lender's Investment Certificate relating to Series 2021A Bond and Series 2022A Bond
Exhibit B	Form of Opinion of Bond Counsel relating to Series 2021A Bond
Exhibit C	Form of Opinion of County Attorney relating to Series 2021A Bond
Exhibit D	Form of Certificate of Financial Advisor
Exhibit E	Form of Opinion of Bond Counsel relating to Series 2022A Bond
Exhibit F	Form of Opinion of County Attorney relating to Series 2022A Bond
Exhibit G	Lender's Investment Certificate relating to Series 2022A Bond

**EXHIBIT A-1**

**LENDER'S DISCLOSURE STATEMENT**



**EXHIBIT A-2**

**LENDER'S INVESTMENT CERTIFICATE  
RELATING TO SERIES 2021A BOND AND SERIES 2022A BOND**

**EXHIBIT B**

**FORM OF OPINION OF BOND COUNSEL  
RELATING TO SERIES 2021A BOND**

**EXHIBIT C**

**FORM OF OPINION OF COUNTY ATTORNEY  
RELATING TO SERIES 2021A BOND**

**EXHIBIT D**

**FORM OF CERTIFICATE OF FINANCIAL ADVISOR**

**EXHIBIT E**

**FORM OF OPINION OF BOND COUNSEL  
RELATING TO SERIES 2022A BOND**

**EXHIBIT F**

**FORM OF OPINION OF COUNTY ATTORNEY  
RELATING TO SERIES 2022A BOND**

**EXHIBIT G**

**LENDER'S INVESTMENT CERTIFICATE  
RELATING TO SERIES 2022A BOND**

**EXHIBIT F**

**FORM OF ESCROW DEPOSIT AGREEMENT**



**ESCROW DEPOSIT AGREEMENT  
(SERIES 2012 BONDS)**

**ESCROW DEPOSIT AGREEMENT** (the "Escrow Agreement"), dated as of May \_\_, 2021, by and between Marion County, Florida, a political subdivision of the State of Florida (the "Issuer") and U.S. Bank National Association (the "Escrow Agent"), a national banking association, having its designated corporate trust office in Orlando, Florida, as escrow agent hereunder.

**WHEREAS**, the Issuer has heretofore issued its Utilities System Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") in the original aggregate principal amount of \$39,940,000; and

**WHEREAS**, the Issuer has determined to issue its not to exceed \$\_\_\_\_\_ Taxable Utilities System Revenue Refunding Bond, Series 2021A (the "Series 2021A Bond") pursuant to the terms of Resolution No. 93-R-292, adopted by the Issuer on November 30, 1993, as amended and supplemented, and particularly as amended and supplemented by Resolution No. 21-R-191 adopted by the Issuer on May 4, 2021 (collectively, the "Bond Resolution") and desires to utilize a portion of the proceeds of such Series 2021A Bond, together with other legally available moneys, to purchase the Escrow Securities (hereinafter defined) in order to advance refund the outstanding Series 2012 Bonds (the "Refunded Bonds") and discharge and satisfy the pledges, liens and other obligations of the Issuer under the Bond Resolution in regard to such Refunded Bonds; and

**WHEREAS**, the issuance of the Series 2021A Bond, the deposit of a portion of the proceeds of the Series 2021A Bond into an Escrow Fund (hereinafter defined) to be held by the Escrow Agent and the discharge and satisfaction of the pledges, liens and other obligations of the Issuer under the Bond Resolution in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Escrow Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The recitals of the Issuer stated above are true and correct and incorporated herein.
2. Receipt of the Bond Resolution, certified by the Clerk of the Issuer to be true and correct, is hereby acknowledged by the Escrow Agent. The Escrow Agent also acknowledges receipt of the verification report of BondResource Partners, LP, dated \_\_\_\_\_, 2021 (the "Verification Report"). The applicable and necessary provisions of

the Bond Resolution are incorporated herein by reference. Reference herein to or citation herein of any provisions of the Bond Resolution or the Verification Report shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

3. The Issuer by this writing exercises its option to have the pledges, liens and obligations to the holders of the Refunded Bonds defeased, discharged and satisfied.

4. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Marion County, Florida Utilities System Revenue Refunding Bonds, Series 2012 Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund of the sum of \$\_\_\_\_\_ in immediately available funds. The Issuer represents that \$\_\_\_\_\_ of such amount constitutes proceeds of the Series 2021A Bond and \$\_\_\_\_\_ of such funds are derived from the Utilities System Debt Service Account (and subaccounts therein) held under the Bond Resolution for the benefit of the Refunded Bonds and a release of reserve funds therein related to the Refunded Bonds. For purposes of this Escrow Agreement, the Escrow Fund shall consist of a single fund with no sub-accounts.

5. The Escrow Agent represents and acknowledges that concurrently with the Issuer's deposit, it has used \$\_\_\_\_\_ of such deposit to purchase on behalf of and for the account of the Issuer, direct non-callable obligations of the United States of America (the "Initial Escrow Securities") in the aggregate principal amount of \$\_\_\_\_\_ which are described in SCHEDULE A hereto, and the Escrow Agent will deposit such obligations in the Escrow Fund. The remaining \$\_\_\_\_\_ (the "Cash Deposit") shall be held as cash in the Escrow Fund. Any securities which shall be on deposit in the Escrow Fund, including the Initial Escrow Securities, shall herein be referred to as the "Escrow Securities."

6. In reliance upon the Verification Report, the Issuer represents that interest on and the principal amounts maturing on the Escrow Securities, together with the Cash Deposit, is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, and interest due and to become due on the Refunded Bonds as described in SCHEDULE A attached hereto. If the Escrow Securities and Cash Deposit shall be insufficient to make such redemption payments, the Issuer shall timely deposit to the Escrow Fund, solely from legally available funds of the Issuer, such additional amounts as may be required to pay the Refunded Bonds as described in SCHEDULE A hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Issuer as promptly

as possible, but the Escrow Agent shall in no manner be responsible for the Issuer's failure to make such deposits.

7. The deposit of the Escrow Securities and Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of moneys from the Issuer in trust solely for the payment of the principal, redemption premium, and interest on the Refunded Bonds at such times and amounts as set forth in SCHEDULE A hereto.

8. On each date which shall be an interest payment date for any of the Refunded Bonds, the Escrow Agent shall pay to the paying agent for the Refunded Bonds, from the moneys on deposit in the Escrow Fund, a sum sufficient to pay the amount due on the Refunded Bonds at the times provided in SCHEDULE A hereto. The Escrow Agent is also required to pay the paying agent for the Refunded Bonds from the moneys on deposit in the Escrow Fund an amount sufficient to redeem the Refunded Bonds prior to their scheduled maturity dates as contemplated in SCHEDULE A attached hereto. The Escrow Fund shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same mature or are redeemed. If any payment date shall be a day on which either the paying agent for the Refunded Bonds or the Escrow Agent is not open for acceptance or delivery of funds, then the Escrow Agent may make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, and interest on the Refunded Bonds pursuant to this Escrow Agreement shall be limited to the application of amounts available for such purposes in the Escrow Fund.

9. Moneys deposited in the Escrow Fund shall be invested only in the Escrow Securities listed in SCHEDULE A hereto. In the event the Issuer determines to purchase other Escrow Securities, moneys deposited in the Escrow Fund shall only be invested upon written direction of the Issuer and where, prior to any such investment, or upon investment, the reinvestment or substitution, the Escrow Agent has received from the Issuer the following:

(a) a written verification report by an independent certified public accountant or firm of independent certified public accountants, of recognized standing, appointed by the Issuer, addressed to the Issuer and the Escrow Agent, stating that after the investment, or upon investment, such reinvestment or substitution the principal amount of Escrow Securities, together with the interest therein, will be sufficient to pay the Refunded Bonds as described in SCHEDULE A hereto (such verification shall not be necessary in the event the Issuer shall determine to reinvest cash in Escrow Securities which mature on or before the next principal and/or interest payment date for the Refunded Bonds); and

(b) a written opinion of Bond Counsel to the effect that (i) such investment will not cause the Refunded Bonds or the Series 2021A Bond to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue

Code, as amended, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Bonds or the Series 2021A Bond to be included as gross income for purposes of federal income taxation, and (ii) such investment does not violate any provision of Florida law or of the Bond Resolution;

provided, that, in the case of reinvestment or substitution, the Escrow Agent shall not release any Escrow Securities then held in the Escrow Fund for such sale, transfer, exchange, redemption or other disposition until the Escrow Agent shall be in possession of the proceeds thereof or the substituted securities.

The above-described verification report need not be provided in the event the Issuer purchases Escrow Securities with the proceeds of maturing Escrow Securities and such purchased Escrow Securities mature on or before the next interest payment date for the Refunded Bonds.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Fund, such surplus moneys shall be released, upon written request, to the Issuer upon its written direction. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the paying agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in SCHEDULE A hereto, whereupon the Escrow Agent shall sell upon written direction from the Issuer or redeem any Escrow Securities remaining in the Escrow Fund, and shall remit to the Issuer the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

Upon investment in Escrow Securities, the requirements and notices required hereunder regarding the Cash Deposit shall apply to the Escrow Securities.

10. The Issuer has been advised by counsel that, concurrently with the deposit of the Cash Deposit and Escrow Securities set forth in Section 5 hereof, the Refunded Bonds are hereby deemed to have been paid and discharged within the meaning and with the effect expressed in the Bond Resolution. The Issuer hereby irrevocably instructs the Escrow Agent to give notice of redemption of the Refunded Bonds in the manner provided in the Bond Resolution, and the Escrow Agent hereby agrees to perform said function. All of the Refunded Bonds shall be redeemed on December 1, 2022 at a redemption price of 100% of the principal amount thereof plus interest accrued to the redemption date.

11. Concurrently with the deposit of the Cash Deposit and Escrow Securities set forth in Section 5 hereof, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Bond Resolution. On the date of the deposit of the Escrow Securities and Cash Deposit into the Escrow Fund, the Escrow Agent, on behalf of the Issuer, shall cause to be provided by first class mail to each owner of the Refunded Bonds at the address of such owner shown on the registration books

maintained by the registrar under the Resolution as provided by such registrar to the Escrow Agent, and to The Depository Trust Company of New York, New York, notice of redemption in the form provided under the Resolution and notice of defeasance in the form provided in SCHEDULE B attached hereto.

12. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash Deposit or the Escrow Securities, as applicable, on deposit in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Escrow Agreement and the Bond Resolution. Neither the Issuer nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

13. This Escrow Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the written consent of all such holders of the Refunded Bonds and the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;

- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

- (c) to subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

14. In consideration of the services rendered by the Escrow Agent under this Escrow Agreement, the Issuer agrees to and shall pay to the Escrow Agent a one-time fee of \$350.00 plus expenses, and promptly on receipt of an invoice to pay all reasonable, customary and ordinary expenses, charges, attorneys' fees and other disbursements

incurred by it in connection with publication of notices of redemption, substitutions of Escrow Securities and appointment of a successor Escrow Agent hereunder. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Securities in said Escrow Fund for the payment of such proper fees and expenses. To the extent permitted by law, the Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements), which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund established hereunder, the acceptance of the funds and securities deposited hereunder, the purchase of the Escrow Securities, the retention of the Escrow Securities or the proceeds thereof and any payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own gross negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

The Escrow Agent shall have no responsibilities to any person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own gross negligence or willful misconduct in the performance of any obligation imposed on it hereunder. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated in making such determination only to exercise reasonable care and diligence, and in the event of error in making such determination, the Escrow Agent shall be liable only for its own gross negligence or willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by nor need it give consideration to the terms or provisions of any other agreement or undertaking between the Issuer and other persons and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Escrow Agreement. Unless it is specifically provided herein, the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Escrow Agreement. Unless it is specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Account and to dispose of and deliver the same in accordance with this Escrow Agreement.

The Escrow Agent may act without liability, upon any written notice, request, waiver, opinion, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be and the Escrow Agent shall be under no duty to make an investigation or inquiry as to matters contained in any such instrument or document.

15. As soon as practicable after December 1, 2022, the Escrow Agent shall forward, in writing, to the Issuer, a statement in detail of the withdrawals of money from the Escrow Fund.

16. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than sixty (60) days' written notice to the Issuer and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Issuer as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by the Issuer or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Issuer shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Issuer shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The Issuer shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Issuer pursuant to the foregoing provisions of this Section 16 within sixty (60) days after written notice of resignation of the Escrow Agent has been given to the Issuer, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States of America or any State, and shall have at the time of appointment capital and surplus of not less than \$50,000,000.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder and the Issuer shall pay any applicable termination fees and expenses and indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses (including legal expenses) incurred by Escrow Agent or its counsel.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Issuer execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Issuer be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Escrow Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.



17. This Escrow Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the Issuer.

18. This Escrow Agreement shall be governed by the applicable laws of the State of Florida.

19. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

20. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

21. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing and sent by registered or certified mail addressed to:

Escrow Agent: U.S. Bank National Association  
Global Corporate Trust  
225 E. Robinson Street, Suite 250  
Orlando, Florida 32801

Issuer: Marion County, Florida  
110 N.W. 1st Avenue  
Ocala, Florida 34475  
Attn: Finance Director

[SIGNATURE PAGE OF THE ISSUER FOR ESCROW DEPOSIT AGREEMENT]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers or agents and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

**MARION COUNTY, FLORIDA**

(SEAL)

By: \_\_\_\_\_  
Jeff Gold, Chairman, Board of County  
Commissioners

ATTEST:

\_\_\_\_\_  
Gregory C. Harrell, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners

[SIGNATURE PAGE OF THE ESCROW AGENT FOR ESCROW DEPOSIT  
AGREEMENT]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Escrow Agent

By: \_\_\_\_\_  
Valerie Barreto, Assistant Vice President

**SCHEDULE A**

**REFUNDED BONDS AND DEBT SERVICE  
REQUIREMENTS FOR REFUNDED BONDS**

Date	Principal	Early Redemption Premium	Interest	Debt Service Requirements of Refunded Series 2012 Bonds to Maturity
	\$	\$	\$	\$

**ESCROW SECURITIES**

Maturity Date	Principal	Coupon Rate	Maturity Value
	\$	%	\$

## SCHEDULE B

### FORM OF NOTICE OF DEFEASANCE FOR SERIES 2012 BONDS

Notice is hereby given by Marion County, Florida (the "Issuer") of the defeasance of the Issuer's Utilities System Revenue Refunding Bonds, Series 2012 maturing on December 1, 2021 through December 1, 2033 (the "Refunded Bonds"). The Issuer has caused to be deposited in trust with U.S. Bank National Association, Orlando, Florida, pursuant to an Escrow Deposit Agreement, dated as of May \_\_, 2021 (the "Escrow Agreement") cash or obligations of the United States of America the principal and interest on which will be available to redeem the Refunded Bonds on December 1, 2022 at a price of 100% of the principal amount thereof.

Maturity (December 1)	Principal Amount	Interest Rate	CUSIP No.
2021	\$1,435,000	5.00%	568806DV2
2022	1,500,000	5.00	568806DW0
2023	1,585,000	5.00	568806DX8
2024	1,660,000	3.00	568806DY6
2025	1,710,000	3.00	568806DZ3
2026	1,765,000	5.00	568806EA7
2027	3,130,000	5.00	568806EB5
2033	18,520,000	4.00	568806EC3

In accordance with the provisions of the Issuer's Resolution No. 93-R-292, as amended and supplemented, and in particular as supplemented by Resolution No. 21-R-191 (collectively, the "Bond Resolution"), the Refunded Bonds have been deemed paid and the holders thereof shall have the right to look only to amounts held pursuant to the Escrow Agreement for payment of the Refunded Bonds.

This notice is an informational notice only and is not a notice of redemption. No action is required of registered owners of the Refunded Bonds at this time. Registered owners of the Refunded Bonds will be notified of the redemption by separate notice which notice will include the correct address for forwarding of bonds for payment.

### MARION COUNTY, FLORIDA

By: \_\_\_\_\_  
Jeff Gold, Chairman, Board of  
County Commissioners