

## CLERK'S CERTIFICATE AS TO RESOLUTIONS

I, Linda Doggett, the undersigned Clerk of the Circuit Court of Lee County and Ex-Officio Clerk to the Board of County Commissioners of Lee County, Florida (the "County"), **DO HEREBY CERTIFY** that attached hereto are copies of:

1. Resolution No. 13-08-02 entitled "RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,800,000 IN PRINCIPAL AMOUNT OF THE LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING THE COUNTY'S CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE NEGOTIATED SALE, ISSUANCE AND DELIVERY OF SUCH BOND; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BOND; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE," adopted at a meeting of the Board of County Commissioners duly called and held on August 6, 2013, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof as recorded in the Minute Book of said County, and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted, and has not been further modified, amended or repealed, and is in full force and effect on and as of the date hereof in the form attached hereto as Exhibit A.

2. Resolution No. 13-08-03 entitled "RESOLUTION SUPPLEMENTING A RESOLUTION ENTITLED: 'RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,800,000 IN PRINCIPAL AMOUNT OF LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING THE COUNTY'S CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE NEGOTIATED SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER

ACTIONS WITH RESPECT TO SUCH BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE;' AUTHORIZING THE REFUNDING OF THE COUNTY'S OUTSTANDING CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$35,800,000 PRINCIPAL AMOUNT OF A LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 IN ORDER TO REFUND SUCH SERIES 2003 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING A NEGOTIATED SALE OF SAID BOND AND THE AWARD OF THE BOND PURSUANT TO THE TERM SHEET PROPOSAL OF STI INSTITUTIONAL & GOVERNMENT, INC.; DELEGATING CERTAIN AUTHORITY TO THE CHAIR FOR THE AWARD OF THE BOND AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BOND; APPOINTING THE CLERK AS PAYING AGENT AND REGISTRAR FOR SAID BOND; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AND PROVIDING AN EFFECTIVE DATE," (without exhibits) adopted at a meeting of the Board of County Commissioners duly called and held on August 6, 2013, at which meeting a quorum was present and acting throughout, which resolution has been compared by me with the original thereof as recorded in the Minute Book of said County, and that said resolution is a true, complete and correct copy thereof, and said resolution has been duly adopted, and has not been further modified, amended or repealed, and is in full force and effect on and as of the date hereof in the form attached hereto as Exhibit B.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the County as of this 14th day of August, 2013.



Clerk of the Circuit Court of Lee County and  
Ex-Officio Clerk to the Board of County  
Commissioners of Lee County, Florida



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**LEE COUNTY, FLORIDA**

**RESOLUTION NO. 13-08-02**

**NON-AD VALOREM REFUNDING  
REVENUE BOND RESOLUTION**

**Adopted August 6, 2013**

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RESOLUTION NO. 13-08-02

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,800,000 IN PRINCIPAL AMOUNT OF THE LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING THE COUNTY'S CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE NEGOTIATED SALE, ISSUANCE AND DELIVERY OF SUCH BOND; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BOND; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

**ARTICLE I  
GENERAL**

**SECTION 1.01. DEFINITIONS.** When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Lee County, Florida Charter, and other applicable provisions of law.

"Ad Valorem Revenues" shall mean all revenues of the Issuer derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in Governmental Funds.

"Adjusted General Government and Public Safety Expenditures" means (i) General Government and Public Safety Expenditures, less (ii) General Government and Public Safety Expenditures which are paid from Ad Valorem Revenues.

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**"Amortization Installment"** shall mean an amount designated as such by Supplemental Resolution of the Issuer.

**"Available Non-Ad Valorem Revenues"** shall mean Non-Ad Valorem Revenues less Adjusted General Government and Public Safety Expenditures.

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

**"Board"** shall mean the Board of County Commissioners of the Issuer.

**"Bond"** shall mean the Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013 issued pursuant to this Resolution.

**"Bond Counsel"** shall mean initially, Nabors, Giblin & Nickerson, P.A., and thereafter, any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

**"Bondholder"** or **"Owner"** or **"Holder"** or any similar term, when used with reference to the Bond, shall mean any Person who shall be the registered owner of the Bond as provided in the registration books of the Issuer.

**"Business Day"** means a day other than (i) a Saturday, Sunday, legal holiday or day on which banking institutions in Fort Myers, Florida are authorized by law or executive order to close, or (ii) a day on which the New York Stock Exchange is closed.

**"Chair"** shall mean the Chair or Vice-Chair of the Board.

**"Clerk"** shall mean the Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners of the Lee County, Florida, and any Deputy Clerk.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

**"County Manager"** shall mean the Issuer's duly appointed County Manager or his or her designee.

**"Debt"** means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations



of the Issuer as lessee under capitalized leases; and (D) all indebtedness of other Persons to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer. "Debt" does not include indebtedness secured by revenues allocated to or accounted for in any of the Proprietary Funds. Notwithstanding anything herein to the contrary, no obligations of the Issuer which are payable directly or indirectly from a covenant to budget and appropriate Non-Ad Valorem Revenues shall be considered to be "Debt" for purposes of Section 5.01 of this Resolution if the Issuer does not reasonably expect to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations.

**"Debt Service Fund"** shall mean the Lee County Non-Ad Valorem Refunding Revenue Bond, Series 2013 Debt Service Fund established pursuant to Section 4.03 hereof.

**"Federal Securities"** shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are not redeemable prior to maturity at the option of the obligor.

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

**"General Government and Public Safety Expenditures"** means public safety and general governmental services provided by the Issuer, the expenditures for which are currently set forth as the line items entitled "General government" and "Public safety" in the Issuer's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2012, and any equivalent line items in any future financial statements of the Issuer.

**"Governmental Funds"** shall mean the "Governmental Funds" of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

**"Government Services"** means public safety and general governmental services provided by the Issuer, the expenditures for which are currently set forth as the line items entitled "General government" and "Public safety" in the Issuer's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2012, and any equivalent line items in any future financial statements of the Issuer.

**"Interest Account"** shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

**"Interest Date"** shall be the dates specified in a Supplemental Resolution adopted prior to the issuance of the Bond.

**"Issuer"** shall mean Lee County, Florida.

**"Non-Ad Valorem Revenues"** shall mean Total Revenues (a) less Ad Valorem Revenues, and (b) less Restricted Non-Ad Valorem Revenues.

**"Paying Agent"** shall mean the office of the Clerk, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

**"Permitted Investments"** shall mean investments permitted by the Issuer's written investment policy and applicable law.

**"Person"** shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

**"Pledged Funds"** shall mean (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 hereof and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of this Resolution, all moneys, including the investments thereof, in the funds and accounts established hereunder, with the exception of the Rebate Fund.

**"Principal Account"** shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

**"Proprietary Funds"** shall mean the "Proprietary Funds" of the Issuer as described and identified in the Comprehensive Annual Financial Report of the Issuer.

**"Rebate Amount"** means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by regulations under the Code implementing Section 148 thereof.

**"Rebate Fund"** shall mean the Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013 Rebate Fund established pursuant to Section 5.05 hereof.

**"Redemption Price"** shall mean, with respect to the Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to the Bond or this Resolution.

**"Refunded Bonds"** shall mean those Series 2003 Bonds which mature on and after October 1, 2013.

**"Registrar"** shall mean the office of the Clerk, and any other Person which may at any time be substituted in its place pursuant to a Supplemental Resolution.

**"Resolution"** shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

**"Restricted Non-Ad Valorem Revenues"** means non-ad valorem revenues of the Issuer that are allocated to and accounted for in Governmental Funds which are not legally available to pay debt service on the Bond.

**"Series 2003 Bonds"** shall mean the Lee County, Florida Capital and Transportation Refunding Revenue Bonds, Series 2003.

**"State"** shall mean the State of Florida.

**"Supplemental Resolution"** shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

**"Total Revenues"** means all revenues that are allocated to and accounted for in Governmental Funds.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 1.02 AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the provisions of the Act.

**SECTION 1.03 RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the purchase and acceptance of the Bond by the Person who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Owner of the Bond and shall be deemed to be and shall constitute a contract between the Issuer and the Owner from time to time of the Bond. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the benefit, protection and security of the Owner of the Bond.

**SECTION 1.04 FINDINGS.** It is hereby ascertained, determined and declared as follows:

(1) The Issuer previously issued the Refunded Bonds.

(2) The proceeds of the Refunded Bonds were used by the Issuer to: (a) refund certain outstanding indebtedness of the Issuer; and (b) pay certain expenses related to the issuance of the Refunded Bonds.

(3) To obtain debt service savings, it is in the best interests of the Issuer to provide for the issuance of the Bond, in a principal amount not to exceed \$35,800,000 the proceeds of which, together with other legally available funds of the Issuer, will be used to refund the Refunded Bonds. The issuance of the Bond will, therefore, have a substantial public benefit and serve a public purpose of the Issuer.

(4) The Issuer is authorized under the Act to issue the Bond and to use the proceeds thereof, together with other legally available funds of the Issuer, to pay the principal of, interest on, and redemption premium, if any, with respect to the Refunded Bonds.

(5) Debt service on the Bond will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein and a lien on Pledged Funds. The Pledged Funds are expected to be sufficient to pay the principal and interest on the Bond herein authorized, as the same become due, and to make all deposits required by this Resolution.

(6) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Bond or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer, except the Pledged Funds.

(7) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Bond and all other payment obligations hereunder.

(8) The principal of and interest on the Bond and all other payments provided for in this Resolution will be paid solely from the Pledged Funds, and the ad valorem taxing power or ad valorem tax revenues of the Issuer will never be necessary or required to pay the principal of and interest on the Bond and, except as otherwise provided herein, the Bond shall not constitute a lien upon any property of the Issuer.

**SECTION 1.05 AUTHORIZATION OF REFUNDING OF REFUNDED BONDS.** The Issuer does hereby authorize the refunding of the Refunded Bonds.

**ARTICLE II**  
**AUTHORIZATION, TERMS, EXECUTION**  
**AND REGISTRATION OF BOND**

**SECTION 2.01 AUTHORIZATION OF BOND.** The Issuer hereby authorizes a series of Bonds of the Issuer to be designated as "Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013" in a principal amount of not to exceed \$35,800,000. The proceeds of the Bond, together with certain funds held under the funds and accounts securing the Refunded Bonds, shall be used for the purpose of refunding the Refunded Bonds as provided herein, and paying certain costs of issuance incurred with respect thereto.

The Bond may, if and when authorized by the Issuer pursuant to this Resolution, be issued with such further appropriate particular designations added to or incorporated in such title for the Bond as the Chair may determine.

The Bond shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereunder and by Supplemental Resolution of the Issuer.

Except as provided in Section 2.06 hereof and in the Bond, the Bond shall be issued in the denomination of the outstanding principal amount of the Bond, shall be dated such date; shall be payable at such place or places; shall contain such redemption provisions; and shall mature in such years and amounts; all as determined hereunder and by Supplemental Resolution of the Issuer.

**SECTION 2.02 DESCRIPTION OF BOND.** The Bond shall be issued as a fully registered Bond; shall be numbered R-I; shall mature in such amounts or Amortization Installments and on such dates; all as the Issuer shall provide hereafter by Supplemental Resolution.

The principal of or Redemption Price, if applicable, on the Bond is payable upon presentation and surrender of the Bond at the office of the Paying Agent. Interest payable on any the Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name the Bond shall be registered at the close of business on the date which shall be the twentieth (20th) day (whether or not a Business Day) of the calendar month next preceding such Interest Date, or, at the request and expense of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**SECTION 2.03 APPLICATION OF BOND PROCEEDS.** The proceeds derived from the sale of the Bond, together with certain funds held in the funds and

accounts securing the Refunded Bonds, shall, simultaneously with the delivery of the Bond to the purchaser or purchasers thereof, be applied by the Issuer (i) to the payment of costs and expenses, including legal and financial advisory fees and expenses relating to the issuance of the Bond, and (ii) to pay, taking into account investment earnings, if any, the principal of and interest and redemption premium, if any, on the Refunded Bonds when due in accordance with the schedules to be attached to an escrow deposit agreement, the form of which is to be approved by Supplemental Resolution.

**SECTION 2.04 EXECUTION OF BOND.** The Bond shall be executed in the name of the Issuer by the Chair and the seal of the Issuer shall be imprinted, reproduced or lithographed on the Bond and attested to by the Clerk. If any officer whose signature appears on the Bond ceases to hold office before the delivery of the Bond, his or her signature shall nevertheless be valid and sufficient for all purposes. In addition, the Bond may bear the signature of, or may be signed by, such Persons as at the actual time of execution of the Bond shall be the proper officers to sign the Bond although at the date of the Bond or the date of delivery thereof such Persons may not have been such officers.

**SECTION 2.05 BOND MUTILATED, DESTROYED, STOLEN OR LOST.** In case the Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for the mutilated Bond upon surrender and cancellation of the mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. The Bond so surrendered or otherwise substituted shall be canceled by the Registrar.

Any such duplicate Bond issued pursuant to this Section 2.05 shall constitute the original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to the benefits and rights as to lien on the Pledged Funds to the same extent as the Bond initially issued hereunder.

**SECTION 2.06 TRANSFER.** The Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Any such transfer shall satisfy the provisions of the Lender's Certificate provided by the initial purchaser of the Bond upon delivery thereof. Upon the



transfer of the Bond, the Issuer shall issue in the name of the transferee a new Bond or Bonds in denominations of \$1,000,000 and any amounts greater than \$1,000,000 and of the same aggregate principal amount and maturities as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name the Bond shall be registered upon the books of the Issuer as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on the Bond and for all other purposes, and all such payments so made to the Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Holder of the Bond shall not offer, transfer, sell or otherwise dispose of all or any portion of the Bond, except in full compliance with all applicable securities, broker-dealer, antifraud and other regulatory provisions of law. Upon any such sale, transfer or disposition of the Bond or portion thereof, the purchaser or transferee shall provide certifications to the Issuer substantially in the form that was provided by the initial Holder to the Issuer.

The Issuer and the Registrar shall not be obligated to make any transfer of the Bond during the ten days next preceding an Interest Date on the Bond, or, in the case of any proposed redemption of all or a portion of the Bond, then during the ten days next preceding the date of providing the notice of such redemption and continuing until such redemption date.

**SECTION 2.07 FORM OF BOND.** The text of the Bond shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bond to the purchaser thereof):

No. R- \_\_\_\_\_

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

LEE COUNTY, FLORIDA  
NON-AD VALOREM REFUNDING REVENUE BOND,  
SERIES 2013

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
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Registered Holder:

Principal Amount:

Lee County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above, except as adjusted pursuant to the terms hereof, on April 1 and October 1 of each year commencing April 1, 2014 (the "Interest Dates") until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest shall be calculated based upon a 360-day year consisting of twelve 30-day months.

The final principal payment on this Bond is payable upon presentation and surrender of this Bond at the office of the Paying Agent. Interest payable on this Bond on any Interest Date will be paid by ACH Direct Debit or wire transfer to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the twentieth day (whether or not a Business Day) of the calendar month next preceding such Interest Date, or at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. All payments of principal of and redemption premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Except for the final payment on this Bond, this Bond does not need to be presented for payment of principal or interest thereon.

This Bond is issued for the purposes of refunding certain indebtedness and paying certain costs (as more particularly described in the hereinafter defined Resolution), under

the authority of and in full compliance with the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Lee County, Florida Charter and other applicable provisions of law (the "Act"), and Resolution No. 13-08-~~02~~ duly adopted by the Board of County Commissioners of the Issuer on August 6, 2013, as it may be amended and supplemented from time to time, and as particularly supplemented by Resolution No. 13-08-~~02~~ duly adopted by the Board of County Commissioners of the Issuer on August 6, 2013 (collectively, the "Resolution"), and is subject to the terms and conditions of this Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

This Bond and the interest thereon are payable solely from and secured by an irrevocable pledge of the Pledged Funds. Pledged Funds consist of (1) Non-Ad Valorem Revenues budgeted and appropriated by the Issuer in accordance with Section 4.02 of the Resolution and deposited into the Debt Service Fund, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including the investments thereof, in the funds and accounts established thereunder, with the exception of the Rebate Fund. The Issuer has covenanted and agreed to appropriate in its annual budget for each Fiscal Year sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on this Bond in each Fiscal Year, and to make certain other payments required by the Resolution, subject to the limitations described in the Resolution. Reference is made to the Resolution for more complete description of the security for this Bond.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT NEITHER THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in

denominations of \$1,000,000 and any amounts greater than \$1,000,000 in the same aggregate principal amount shall be issued to the transferee in exchange therefor, upon the conditions provided in the Resolution. 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. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of this Bond during the ten days next preceding an Interest Date, or in the case of any proposed redemption of all or a portion of the Bond, then, during the ten days next preceding the date of the first mailing of notice of such redemption.

As used in this Bond:

"Default Rate" shall mean the sum of the Prime Rate plus 8% per annum.

"Determination of Taxability" shall mean the occurrence after the date hereof of the adoption or taking effect of any law, rule or regulation that changes the ability of the Registered Holder to exclude all or a portion of the interest on this Bond for Federal income tax purposes (but excluding changes in the marginal corporate tax rates applicable to the Registered Holder or prior Holders), or 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 all or a portion of the Bond is or was includable in the gross income of a Registered Holder for Federal income tax purposes; provided, that no such decree, judgment or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Issuer, and until the conclusion of any appellate review, if sought.

"Prime Rate" shall mean the per annum rate which SunTrust Bank announces from time to time to be its prime rate, as in effect from time to time. SunTrust Bank's prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. SunTrust Bank may make commercial loans or other loans at rates of interest at, above or below the SunTrust Bank's prime rate. Each change in SunTrust Bank's prime rate shall be effective from and including the date such change is announced as being effective.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Bond is deemed to be includable in the gross income of the Registered Holder or prior Registered Holders thereof for Federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Registered Holder with the same after tax yield (but excluding changes in the marginal corporate tax rates applicable to the Registered Holder or prior Registered Holders) that the Registered Holder would have otherwise received

had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Holder as a result of such Determination of Taxability; provided such Taxable Rate shall never exceed the maximum rate provided by law. The Registered Holder shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate.

The Issuer shall pay interest upon the unpaid principal balance of this Bond at the Interest Rate described above, subject to adjustments as provided herein.

Upon an Event of Default described in the Resolution, the Interest Rate shall equal the Default Rate.

Upon the occurrence of a Determination of Taxability and for as long as this Bond remains outstanding, the Interest Rate on this Bond shall be converted to the Taxable Rate (unless an Event of Default shall have occurred, in which case the Default Rate shall apply). In addition, upon a Determination of Taxability, the Issuer shall pay to the Registered Holder (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had this Bond borne interest at the Taxable Rate, and (i) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Registered Holder as a result of the Determination of Taxability. This adjustment shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code shall have expired.

This Bond may be redeemed in whole or in part on any date upon notice as provided below, provided the first applicable redemption date shall be no earlier than August 14, 2014. Any partial prepayment shall be applied to payment of the final Amortization Installment(s) or may be applied on a pro rata basis to the payment of all Amortization Installments; such designation to be made by the Issuer in the notice of redemption given in accordance with Section 3.02 of the Resolution.

Notice of redemption, unless waived, is to be given by the Registrar in writing at least two days prior to the date fixed for redemption to the Registered Holder of the Bond at such Registered Holder's address shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Registered Holder to the Registrar. Notice of redemption having been given as aforesaid, subject to any conditions set forth in such notice, this Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified; and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bond or portions thereof shall cease to bear interest.

This Bond shall be subject to payment of such Amortization Installments on such dates as provided in Schedule I attached hereto. No notice of such Amortization Installment need be given to the Registered Holder.

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.

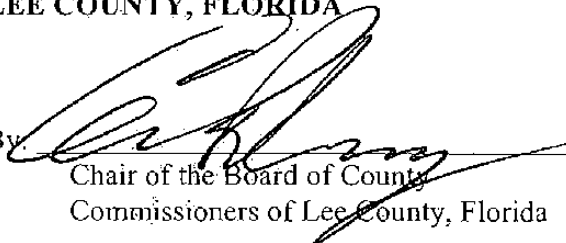
Neither the members of the governing body of the Issuer nor any Person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

IN WITNESS WHEREOF, Lee County, Florida, has issued this Bond and has caused the same to be manually signed by the Chair of its Board of County Commissioners and manually attested and countersigned by its Clerk, and its seal or a facsimile thereof to be reproduced hereon, all as of the Date of Original Issue identified above.




LEE COUNTY, FLORIDA

By

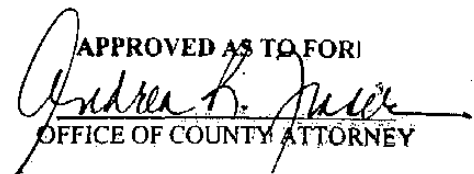
  
Chair of the Board of County  
Commissioners of Lee County, Florida

ATTESTED AND COUNTERSIGNED:

By

  
Clerk of the Clerk of the Circuit Court  
and Ex-Officio Clerk to the Board of  
County Commissioners of Lee County, Florida

APPROVED AS TO FORM

  
OFFICE OF COUNTY ATTORNEY



**SCHEDULE I**

**Amortization Installments**

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned sells, assigns and transfers to

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Insert Social Security or Other Identifying Number of Assignee

---

(Name and Address of Assignee)

---

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

Dated: \_\_\_\_\_

Signature guaranteed:

**NOTICE:** Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

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

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

TEN COM -- as tenants in common  
TEN ENT -- as tenants by the entireties  
JT TEN -- as joint tenants with right of  
survivorship and not as tenants  
in common

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

Custodian for \_\_\_\_\_  
(Minor)

under Uniform Transfers to Minors Act of \_\_\_\_\_  
(State)

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

### **ARTICLE III REDEMPTION OF BOND**

**SECTION 3.01 PRIVILEGE OF REDEMPTION.** The Bond may be subject to optional and/or mandatory redemption at the times and in the amounts provided by Supplemental Resolution.

**SECTION 3.02 NOTICE OF REDEMPTION.** Unless waived by the Holder of the Bond, notice of any redemption made pursuant to this Section shall be given by the Registrar on behalf of the Issuer by a redemption notice in writing at least two days prior to the date fixed for redemption to the Holder of the Bond at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar.

A notice of redemption may be contingent upon the occurrence of certain conditions and if such conditions do not occur, the notice will be deemed rescinded and of no force or effect.

A notice of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the Redemption Price,
- (3) if less than all the outstanding Bond is to be redeemed, whether such prepayment shall be applied to the final Amortization Installment(s) or applied on a pro-rata basis to the payment of all Amortization Installments, and
- (4) any conditions to such redemption, if applicable.

**SECTION 3.03 PAYMENT OF REDEEMED BOND.** Notice of redemption having been given substantially as aforesaid, the Bond or portion thereof so to be redeemed shall, subject to any conditions to such redemption set forth in the notice of redemption, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bond or portion thereof shall cease to bear interest.

**ARTICLE IV**  
**SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF**

**SECTION 4.01 BOND NOT TO BE INDEBTEDNESS OF ISSUER.** THE BOND SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE A SPECIAL OBLIGATION OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF THE BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR THE USE OF AD VALOREM TAX REVENUES TO PAY THE BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF THE BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

**SECTION 4.02 COVENANT TO BUDGET AND APPROPRIATE; BOND SECURED BY PLEDGE OF PLEDGED FUNDS.** The Issuer covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bond remains outstanding, and deposit into the Debt Service Fund, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bond and to make all other payments required hereunder and under the Bond in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue and carry over from Fiscal Year to Fiscal Year until all payments of principal of and interest on the Bond shall have been budgeted, appropriated, deposited and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Holder of the Bond and that this obligation may be enforced in a court of competent jurisdiction. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain any services or programs now maintained or provided by the Issuer, including those programs and services which generate Non-Ad Valorem Revenues. Other than as provided in Section 5.01 hereof, this covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and neither the Holder of the Bond nor any other Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for the

payment of the Bond the Non-Ad Valorem Revenues of the Issuer in the manner provided herein and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which make it unlawful for any county to expend moneys not appropriated and in excess of such county's current budgeted revenues. The obligation of the Issuer to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law. The Issuer has previously and, subject to Section 5.01 hereof, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues or pledge all or a portion of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the Issuer. No priority of payment among such obligations is established by the provision of a covenant to budget and appropriate Non-Ad Valorem Revenues for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to Section 4.03 hereof, nor, subject to satisfaction of Section 5.01 hereof, does it preclude the Issuer from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holder of the Bond a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. The payment of the debt service of the Bond shall be secured forthwith by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of and interest on the Bond, and the Issuer does hereby irrevocably agree to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to make payments required hereunder, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues deposited by the Issuer in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to Section 4.03 hereof, plus any earnings thereon, shall be pledged to the repayment of the Bond.

**SECTION 4.03 FUNDS AND ACCOUNTS.** The Issuer covenants and agrees to establish a separate fund to be known as the "Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013 Debt Service Fund" (the "Debt Service



Fund"). The Issuer shall maintain in the Debt Service Fund two accounts: the "Interest Account" and the "Principal Account." Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Owners and for the further security of the Owners.

#### **SECTION 4.04 FLOW OF FUNDS.**

(1) Pursuant to Section 4.02 hereof, Non-Ad Valorem Revenues appropriated for such purpose shall be deposited or credited at least one Business Day prior to the applicable due date, in the following manner:

(a) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on the Bond accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bond as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Bond or Amortization Installment next due. Moneys in the Principal Account shall be used to pay the principal of the Bond and Amortization Installment as and when the same shall mature or become due, and for no other purpose.

(2) On the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bond, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and cause the Paying Agent to make such payments to the Holder.

**SECTION 4.05 INVESTMENTS.** The Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Debt Service Fund, the Interest Account and the Principal Account shall be retained in such respective Fund or Account unless otherwise required by applicable law.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Permitted Investments shall be valued at cost.

**SECTION 4.06 SEPARATE ACCOUNTS.** The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

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

**ARTICLE V**  
**OTHER OBLIGATIONS AND COVENANTS OF ISSUER**

**SECTION 5.01 ANTI-DILUTION TEST.** During such time as the Bond is outstanding hereunder, the Issuer agrees and covenants not to incur any indebtedness unless the Available Non-Ad Valorem Revenues shall cover projected aggregate maximum annual debt service on the Debt (including the Bond) by at least 1.10x. The calculations required in the preceding sentence shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Issuer's Comprehensive Annual Financial Report.

For the purposes of the covenants contained in this Section 5.01, annual debt service means, with respect to Debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to Debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on Debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such Debt is amortized over 20 years on an approximately level annual debt service basis. The foregoing notwithstanding, for purposes of calculating annual debt service, any indebtedness which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this Section 5.01 as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

**SECTION 5.02 BOOKS AND RECORDS.** The Issuer shall keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and the Holder of the Bond shall have the right at all reasonable times to inspect such books, records, accounts and data of the Issuer relating thereto.

**SECTION 5.03 ANNUAL AUDIT.** The Issuer shall require that an annual audit of its accounts and records be completed by March 31 following the end of each Fiscal Year by an independent certified public accountant of recognized standing. Such audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in government auditing standards issued by the Comptroller General of the United States.

A copy of the complete Comprehensive Annual Financial Report shall be available for inspection at the offices of the Issuer and shall be mailed or provided electronically to the Owner within 260 days of Fiscal Year end. A copy of the Issuer's

annual budget shall be provided to the Owner within 30 days of adoption (or the form of the adopted budget if the actual published version is not available within that time frame) but in no event later than October 25 of each Fiscal Year end, as well as any other additional information the Owner may reasonably request. The actual published version of the budget shall be provided to the Owner once it becomes available to the Issuer.

**SECTION 5.04 NO IMPAIRMENT.** The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board.

**SECTION 5.05 FEDERAL INCOME TAX COVENANTS.**

(1) It is the intention of the Issuer and all parties under its control that the interest on the Bond be and remain excluded from gross income for federal income tax purposes and to this end the Issuer hereby represents to and covenants with the Holder of the Bond that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Bond from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(a) to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(b) to set aside sufficient moneys in the Rebate Fund or elsewhere, from Non-Ad Valorem Revenues or other legally available funds of the Issuer, to timely pay the Rebate Amount to the United States of America;

(c) to pay the Rebate Amount to the United States of America from Non-Ad Valorem Revenues or from any other legally available funds, at the times and to the extent required pursuant to Section 148(f) of the Code;

(d) to maintain and retain all records pertaining to the Rebate Amount with respect to the Bond and required payments of the Rebate Amount for at least three years after the final principal payment of the Bond or such other period as shall be necessary to comply with the Code;

(e) to refrain from using proceeds from the Bond in a manner that might cause the Bond to be classified as a private activity bond under Section 141(a) of the Code; and

(f) to refrain from taking any action that would cause the Bond to become an arbitrage bond under Section 148 of the Code.

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

Notwithstanding any other provision of this Resolution, the obligation of the Issuer to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 5.05 shall survive the defeasance or payment in full of the Bond.

(2) There is hereby created and established a fund to be known as the "Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013 Rebate Fund" (the "Rebate Fund"). The Issuer shall deposit into the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States as required by this Section 5.05. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Account after payment in full of the Bond and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Bondholder and the moneys therein shall be available for use only as herein provided.

**SECTION 5.06 NOTICE OF DEFAULT.** The Issuer shall within five days after it acquires knowledge thereof, notify the Owner in writing at its notice address (a) upon the happening, occurrence, or existence of any Event of Default and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Owner, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

**ARTICLE VI**  
**DEFAULTS AND REMEDIES**

**SECTION 6.01 EVENTS OF DEFAULT.** The following events shall each constitute an "Event of Default":

(1) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on the Bond or any portion thereof, when due, and such default shall continue for a period of three Business Days.

(2) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(3) Failure of the Issuer to provide the Comprehensive Annual Financial Report or the annual operating budget in accordance with Section 5.03 hereof and such failure shall continue for a period of five (5) Business Days after written notice from the Holder to the Issuer.

(4) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bond or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of the earlier of (a) 30 days after written notice of such default shall have been received from the Holder or (b) 30 days after notice was or should have been provided to the Holder in accordance with Section 5.06 hereof.

**SECTION 6.02 REMEDIES.** The Holder may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

Upon the occurrence of an Event of Default under Section 6.01(1) or Section 6.01(2) hereof or if other non-enterprise fund debt of the Issuer is accelerated due to a payment default and the Issuer in good faith is not contesting such acceleration, the Owner in its sole discretion and upon notification to the Issuer, may immediately declare the principal of and interest on the Bond and all other payments payable hereunder and



pursuant to the Bond to be immediately due and payable. In the event the Issuer is no longer contesting the acceleration of non-enterprise fund debt in good faith, the Owner may accelerate the payment of principal of and interest on the Bond.

**SECTION 6.03 REMEDIES CUMULATIVE.** No remedy herein conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**SECTION 6.04 WAIVER OF DEFAULT.** No delay or omission of the Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholder may be exercised from time to time, and as often as may be deemed expedient.

**ARTICLE VII**  
**SUPPLEMENTAL RESOLUTIONS**

**SECTION 7.01 SUPPLEMENTAL RESOLUTIONS WITH  
BONDHOLDER CONSENT.** Supplemental Resolutions must be consented to by the  
Holder of the Bond.

**ARTICLE VIII**  
**MISCELLANEOUS; SALE OF BOND**

**SECTION 8.01    DEFEASANCE.** If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holder of the Bond, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholder, shall thereupon cease, terminate and become void and be discharged and satisfied.

**SECTION 8.02    INTERESTED PARTIES.** Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Issuer and the Holder of the Bond, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer and the Holder of the Bond.

**SECTION 8.03    NO PERSONAL LIABILITY.** Neither the members of the Board nor any Person executing the Bond shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 8.04    GENERAL AUTHORITY.** The members of the Board 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 Resolution, or which are desirable or consistent with the requirements of this Resolution for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Bond, and each member, employee, attorney and officer of the Issuer and the Clerk are 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 under this Resolution. The Vice-Chair of the Board is hereby authorized to do all acts or things required of the Chair of the Board by the terms of this Resolution in the event of the Chair's absence or unavailability and any Deputy Clerk of the Board is hereby authorized to do all acts or things required of the Clerk by the terms of this Resolution in the event of the Clerk's absence or unavailability.

**SECTION 8.05    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 of

this Resolution and shall in no way affect the validity of any of the other provisions hereof or of the Bond.

**SECTION 8.06 INCONSISTENT RESOLUTIONS; RESOLUTION TO CONTINUE IN FORCE.** All resolutions or parts thereof in conflict herewith are hereby superseded and rescinded to the extent of such conflict. Except as herein expressly provided, the Resolution and all the terms and provisions thereof, including the covenants contained therein, are and shall remain in full force and effect.

**SECTION 8.07. EFFECT OF RECITALS AND FINDINGS.** To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**SECTION 8.08 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 this Resolution or the Bond, 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 this Resolution or the Bond.

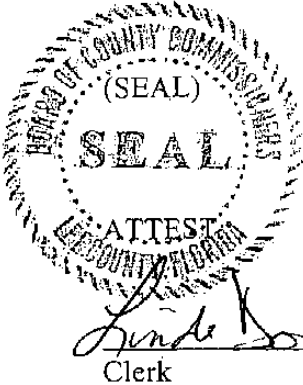
**SECTION 8.09 APPLICABLE LAW AND VENUE.** The Bond shall be governed by applicable federal law and the internal laws of the State of Florida. The Issuer agrees that certain material events and occurrences relating to the Bond bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Bond 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 Bond, the Issuer consents to the jurisdiction and venue of any court located in the State of Florida.

**SECTION 8.10 IDENTIFICATION.** The Issuer acknowledges that it has been notified by the Owner that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 signed into law on October 26, 2001), Owner may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow Owner to identify the Issuer in accordance with such Act.

**SECTION 8.11. EFFECTIVE DATE.** Except as otherwise expressly provided herein, this Resolution shall become effective immediately upon its adoption.

DULY ADOPTED, in Regular Session, this 6th day of August, 2013.

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**



By: \_\_\_\_\_

Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Andrea B. Pauer  
County Attorney



## RESOLUTION NO. 13-08-03

RESOLUTION SUPPLEMENTING A RESOLUTION ENTITLED: "RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$35,800,000 IN PRINCIPAL AMOUNT OF LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 FOR THE PURPOSE OF REFUNDING THE COUNTY'S CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; COVENANTING TO BUDGET, APPROPRIATE AND DEPOSIT LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE NEGOTIATED SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE;" AUTHORIZING THE REFUNDING OF THE COUNTY'S OUTSTANDING CAPITAL AND TRANSPORTATION FACILITIES REFUNDING REVENUE BONDS, SERIES 2003; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$35,800,000 PRINCIPAL AMOUNT OF A LEE COUNTY, FLORIDA NON-AD VALOREM REFUNDING REVENUE BOND, SERIES 2013 IN ORDER TO REFUND SUCH SERIES 2003 BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BOND; AUTHORIZING A NEGOTIATED SALE OF SAID BOND AND THE AWARD OF THE BOND PURSUANT TO THE TERM SHEET PROPOSAL OF STI INSTITUTIONAL & GOVERNMENT, INC.; DELEGATING CERTAIN AUTHORITY TO THE CHAIR FOR THE AWARD OF THE BOND AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BOND; APPOINTING THE CLERK

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8-6-13

AS PAYING AGENT AND REGISTRAR FOR SAID BOND; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

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

(A) On the date hereof, Lee County, Florida (the "Issuer") duly and validly adopted an authorizing resolution (as amended and supplemented from time to time, the "Bond Resolution") pursuant to which the Issuer has authorized a series of Bonds of the Issuer to be designated as "Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013" in a principal amount of not to exceed \$35,800,000 (the "Bond").

(B) The Issuer has determined that the issuance of the Bond for such purposes satisfies the requirements of the Act and will serve a valid public purpose of the Issuer.

(C) The Issuer hereby deems it in its best interests to refund the Lee County, Florida Capital and Transportation Refunding Revenue Bonds, Series 2003 or such amounts thereof as shall be determined by the Chair upon advice of the Issuer's Financial Advisor (the "Refunded Bonds") in order to achieve debt service savings.

(D) There is hereby authorized the payment and refunding of the Refunded Bonds in order to achieve debt service savings, all in the manner as provided by this Supplemental Resolution. For the payment and refunding of said Refunded Bonds, the Issuer shall, as provided herein, deposit part of the proceeds derived from the sale of its Bond, together with other legally available moneys of the Issuer, in an escrow deposit trust fund (the "Escrow Fund"), which moneys shall be held as cash and shall be sufficient to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the hereinafter defined Escrow Deposit Agreement.

(F) The Issuer deems it to be in its best interest to issue the Bond in order to effect the refunding of the Refunded Bonds.

(G) The Issuer has heretofore solicited proposals from qualified banking institutions and has received a favorable offer to purchase the Bond from STI Institutional & Government, Inc. (the "Purchaser") in the form of the Term Sheet attached hereto as Exhibit A (the "Term Sheet"), all within the parameters set forth herein.



(H) Due to the current state of and potential volatility of the market for tax-exempt obligations such as the Bond and the complexity of the transactions relating to such Bond, it is in the best interest of the Issuer to sell the Bond by a negotiated sale to the Purchaser pursuant to the provisions hereof, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price, terms and interest rate for the Bond.

**SECTION 2. DEFINITIONS.** When used in this Supplemental Resolution, the terms defined in the Bond Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended or defined.

**SECTION 3. AUTHORITY FOR RESOLUTION.** This Supplemental Resolution is adopted pursuant to the provisions of the Act.

**SECTION 4. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS.** The Issuer hereby authorizes the refunding of the Refunded Bonds in order to achieve debt service savings.

**SECTION 5. DESCRIPTION OF THE BOND.** (A) The Issuer hereby authorizes the issuance of a Series of Bonds in a principal amount not to exceed \$35,800,000 to be known as the "Lee County, Florida Non-Ad Valorem Refunding Revenue Bond, Series 2013" (or such other designation as shall be determined by the Chair) for the principal purposes of refunding the Refunded Bonds and paying costs of issuance of the Bond. The Chair shall determine the principal amount of the Bond, provided the amount does not exceed \$35,800,000.

The Bond shall be substantially in the form as provided in the Bond Resolution, with such amendments, changes and modifications as shall be approved by the Chair. Execution of the Bond by the Chair shall be conclusive evidence of approval of any such amendments, changes and modifications. The Bond shall be dated as of the date of delivery (or such other date as shall be determined by the Chair) and shall be issued in the form of a fully registered bond. The Bond shall have such terms and denominations and bear interest at such rate or rates as shall be provided in the Bond and the Term Sheet. The Interest Dates of the Bond shall be April 1 and October 1, commencing April 1, 2014 (or such other date or dates as shall be determined by the Chair). Principal shall be payable in such Amortization Installments on such dates as shall be provided in the Bond and approved by the Chair, subject to the conditions set forth herein and in the Term Sheet. The Bond shall be subject to such redemption provisions as shall be provided in the Bond and approved by the Chair. The final maturity date shall be no later than October 1, 2021.

The Bond shall be payable as to principal and interest in accordance with the terms of the Bond Resolution and the Bond.

(B) The form of the Term Sheet, with such amendments, changes and modifications as shall be approved by the Chair, is hereby accepted subject to the conditions of this Section 5(B). Execution of the Bond by the Chair reflecting the provisions of the Term Sheet shall be conclusive evidence of approval of any such amendments, changes and modifications by the Chair. The Bond shall not be executed by the Chair until such time as the following conditions have been satisfied:

(i) The present value savings of refunding the Refunded Bonds shall be in an amount not less than 3.0% of the principal amount of the Refunded Bonds.

(ii) Receipt by the Chair of a disclosure statement and a truth-in-bonding statement of the Purchaser complying with Section 218.385, Florida Statutes.

Upon satisfaction of the requirements set forth in this Section 5(B), the Chair is authorized to execute and deliver the Bond containing terms complying with the provisions of this Section 5 and the Bond shall be sold to the Purchaser pursuant to the provisions of such Term Sheet. The Chair shall rely upon the advice of the Issuer's Financial Advisor as to satisfaction of the conditions provided in this Section 5.

**SECTION 6. REDEMPTION PROVISIONS.** The Bond may be redeemed prior to its maturity from any moneys legally available therefor upon notice as provided in the Bond.

**SECTION 7. APPLICATION OF BOND PROCEEDS.** The proceeds derived from the sale of the Bond shall, simultaneously with the delivery of the Bond to the Purchaser, be applied by the Issuer as follows:

(A) A sufficient amount of Bond proceeds, together with other legally available moneys, shall be deposited in the Escrow Fund and, shall be held as cash in the manner set forth in the Escrow Deposit Agreement, which moneys shall be sufficient to pay the principal of and interest on the Refunded Bonds as the same mature or are redeemed in accordance with the terms of the Escrow Deposit Agreement. Moneys in the Escrow Fund may be invested in Federal Securities (as defined in Resolution No. 85-10-10, as amended) provided the Issuer receives a verification report that such investments shall mature at such times and in such amounts as shall be sufficient, together with any interest earnings and cash deposit, to pay the principal of and interest on the Refunded Bonds as the same mature or are redeemed in accordance with the terms of the Escrow Deposit Agreement.

(B) A sufficient amount of the proceeds of the Bond shall be applied to the payment of costs and expenses relating to the issuance of the Bond.

(C) The balance of the Bond proceeds, if any, shall be deposited into the Interest Account and shall be used to pay interest on the Bond.

**SECTION 8. TRANSFER OF CERTAIN MONEYS.** The Refunded Bonds will be refunded from proceeds of the Bond and from other legally available funds of the Issuer. Excess moneys in the Sinking Fund relating to the Refunded Bonds on the date of delivery of the Bond not required to be on deposit therein shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement. Execution of the Escrow Deposit Agreement by the Chair shall be conclusive evidence of approval of any such transfer.

**SECTION 9. APPOINTMENT OF PAYING AGENT AND REGISTRAR.** The Office of the Clerk shall serve as Registrar and Paying Agent for the Bond.

**SECTION 10. AUTHORIZATION TO EXECUTE ESCROW DEPOSIT AGREEMENT.** Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, the Issuer hereby authorizes and directs the Chair and the Clerk to execute an escrow deposit agreement (the "Escrow Deposit Agreement") and to deliver the Escrow Deposit Agreement to U.S. Bank National Association, Fort Lauderdale, Florida, which is hereby appointed as Escrow Agent. The Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by said Chair and Clerk. Execution by the Chair and the Clerk of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions. In the event the Issuer determines to invest moneys in the Escrow Fund in Federal Securities, the form of the Escrow Deposit Agreement shall reflect such investment.

**SECTION 11. GENERAL AUTHORITY.** The members of the Board, the Clerk and County Manager 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, the Bond Resolution, the Term Sheet, or the Escrow Deposit Agreement, desirable or consistent with the requirements hereof or the Bond Resolution, the Term Sheet or the Escrow Deposit Agreement, for the full punctual and complete performance hereof or thereof. Each member, employee, attorney and officer of the Issuer or the Board, the Clerk and the County Manager 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. In the event the Issuer determines to invest moneys held in the Escrow Fund as described in Section 7(A) hereof, the Issuer hereby authorizes its Financial Advisor and Bond Counsel to do all things necessary to acquire the Federal Securities. In the Chair's absence or unavailability, the Vice-Chair is hereby authorized to do all things required or authorized of the Chair hereunder, including execution of all agreements described herein.



**EXHIBIT A**  
**FORM OF TERM SHEET**

**TERM SHEET  
ANNEX 1**

**Borrower:** Lee County, Florida

**Lender:** STI Institutional & Government, Inc.

**Contact:** Joshua A. McCoy  
Vice President  
STI Institutional & Government, Inc.  
1777 Main Street, FL-Sarasota-3061  
Sarasota, FL 34236  
Email: joshua.a.mccoy@suntrust.com  
Phone: 941-951-3005

**Facility Type:** Non-Bank Qualified Loan in the form of a tax-exempt loan (the "bond")

**Purpose:** The proceeds from the Non-Ad Valorem Refunding Bond, Series 2013 will be used to refund the outstanding Capital and Transportation Refunding Revenue Bonds, Series 2003.

**Amount:** Not to exceed \$35,800,000

**Terms:** Interest shall be payable semi-annually on a 30/360-day count basis on April 1<sup>st</sup> and October 1<sup>st</sup>, commencing April 1, 2013. Principal shall be payable annually on October 1<sup>st</sup> commencing October 1<sup>st</sup>, 2014, with a final maturity date of October 1, 2021, based upon level debt service structure as provide in RFP package.

**Security:** The Series 2013 Bond (as well as other outstanding parity obligations) will be payable solely from and secured by a lien on the Pledged Funds, including (i) Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated by the County in accordance with the Bond Resolution and deposited into the Debt Service Fund thereunder and (ii) until applied in accordance with the Bond Resolution, all moneys, including the investments thereof, in the funds and accounts established under the Bond Resolution, with the exception of the Rebate Fund.

**Interest Rate Options:** A fixed rate equal to 1.45% as of the date of this proposal.

**Rate Lock Options:** For the above mentioned rate,

1. a rate lock is available through August 7, 2013 at an additional cost of 7 basis points or;
2. the interest rate shall be based on the US Dollar Swap Curve based on the following formula: 0.67 times the Eight Year Swap Rate plus 15 basis points. The interest rate shall be set two days prior to funding

**Prepayment Alternatives:** For the above mentioned rate, a no pre-payment penalty rate is available at an additional cost of 17 basis points.

**After-Tax Yield Maintenance:** For the above mentioned rate, the Lender will waive the right to adjust the loan rate due to any corporate tax rate changes for an additional cost of 12 basis points.

**Prepayment  
Alternatives:**

The following Prepayment Alternatives are applicable.

**Alternative #1: Standard Prepayment Penalty:** Borrower may prepay the Bond in whole or in part at anytime upon two Business Days' prior written notice to the Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. In the event of a prepayment of the Bond under this paragraph, the Borrower may be required to pay the Lender an additional fee (a prepayment charge or premium) determined in the manner provided below, to compensate the Lender for all losses, costs and expenses incurred in connection with such prepayment.

The fee shall be equal to the present value of the difference between (1) the amount that would have been realized by the Lender on the prepaid amount for the remaining term of the Bond at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps for a term corresponding to the term of the Bond, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the origination date of the Bond and (2) the amount that would be realized by the Lender by reinvesting such prepaid funds for the remaining term of the Bond at the Federal Reserve H.15 Statistical Release rate for fixed-rate payers in interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the prepayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Borrower may prepay at par with no additional prepayment charge or premium. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Lender may substitute the Federal Reserve H.15 Statistical Release with another similar index. The Lender shall provide the Borrower with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding. This alternative is not intended to, and does not, increase the interest rate payable on the Bond.

**Alternative #2 - No Prepayment Penalty:** The Lender will allow prepayment in whole and in part, but only if the partial prepayment is applied as determined by Lender in its sole discretion without any penalty after 12 months at an additional cost of 17 basis points as stated in the "Interest Rate Options" section above.

**After-Tax Yield Maintenance:**

- The interest rates quoted herein take into consideration a marginal maximum federal corporate tax rate of 35%. In the event of a decrease in the marginal maximum corporate tax rate, the Lender shall have the right to adjust the interest rate upwards in order to maintain the same after tax yield for the Lender.
- If a determination of taxability event occurs the rate will be adjusted upwards to a fixed rate equal to a rate determined necessary by Lender to maintain the same after-tax yield. Upon an occurrence of a Determination of Taxability, the Borrower hereby agrees to pay to the Lender (i) an additional amount equal to the difference between (A) the amount of interest paid on the Bonds during the Taxable Period and (B) the amount of interest that would have been paid on the Bonds during the Taxable Period had the Bonds borne interest at the Taxable Rate, plus (ii) an amount equal to any interest penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Lender as a result of the occurrence of a Determination of Taxability.

**Legal Counsel:**

Our proposed counsel to review documents, prepared at the cost of the County as outlined in the RFP, is Ed Vogel or Michael Wiener at Holland & Knight in Florida or Greg West of Bryant Miller and Olive in Florida.

**Covenants and Conditions:**

- A) All matters relating to this loan, including all instruments and documents required, are subject to the Lender's policies and procedures in effect, applicable governmental regulations and/or statutes, and approval by the Lender and the Lender's Counsel.
- B) Borrower shall submit to the Lender annual financial statements within 270 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Lender may reasonably request.
- C) Borrower shall be required to deliver a written opinion from Borrower's Counsel, in form and substance acceptable to the Lender and Lender's Counsel, that all documents are valid, binding and enforceable in accordance with their terms, that execution and delivery of said documents has been duly authorized, and addressing such other matters as the Lender and the Lender's Counsel deem appropriate.
- D) The provisions, terms and conditions contained herein are not inclusive of all the anticipated terms that will be applicable to the credit and do not purport to summarize all of the conditions, covenants, definitions, representations, warranties, that shall include but not be limited to the waiver of jury trial, submission to jurisdiction and venue, events of default, remedies including but not limited to acceleration and other provisions that may be contained in documents required to consummate this financing. A payment or covenant default shall be subject to a default rate of the lesser of 18% or the maximum rate allowed by law. All of such terms will be set forth in the final, definitive loan documents, and all such terms must be acceptable to the Lender and its counsel. The Lender shall maintain the right to transfer and assign the Bond in whole or in part to accredited investors. Notwithstanding any terms or conditions the Lender will have the right to assign all or a portion of the bond or loan to an affiliate of the Lender in its sole discretion.
- E) The Non Bank-Qualified interest rate quoted herein assumes the obligation is a "tax-exempt obligation." Receipt of opinion from Bond Counsel in form and substance satisfactory to the Lender, which shall include, without limitation, opinion that the interest on the Bond is excludable from gross income of the owners thereof for federal income tax.
- F) Anti-Dilution Test: As presented in the proposed Bond Resolution, during such time as the Bond is outstanding hereunder, the Issuer agrees and covenants not to incur any indebtedness unless the Available Non-Ad Valorem Revenues shall cover projected aggregate maximum annual debt service on the Debt (including the Bond) by at least 1.10x. The calculations required in the preceding sentence shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Issuer's Comprehensive Annual Financial Report.
- G) Parity: This debt will be on parity with all other Lee County, Florida senior debt secured by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues of the County.