

The information contained herein does not and should not be considered an offer to buy or sell securities. In connection with certain outstanding privately placed bank loans of Sarasota County, Florida (the "County"), the County is filing this information as a voluntary filing on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system. The County is not required pursuant to any continuing disclosure undertaking to file such information and is additionally under no obligation to update any such information voluntarily filed. This information is for informational purposes only, and does not include all information which may be of interest to a potential investor, nor does it purport to present full and fair disclosure within the meaning of the applicable securities laws. Such information about the County is only accurate as of its date, and the County undertakes no obligation to update such information beyond its date. No representation is being made that there has not been a change in the affairs of the County since such date. Such information is subject to change without notice and posting of other information filed by the County on EMMA does not imply that there has been no change in the affairs of the County since the date of such information.

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THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE LOAN AGREEMENT REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO AN ACCREDITED INVESTOR WITHIN THE MEANING OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, OR A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933.

REVENUE NOTE, SERIES 2014A

SARASOTA COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay, but solely from the sources hereinafter provided, to the order of TD Bank, N.A., a national banking association or registered assigns (together with any other registered owner of this Note, hereinafter, the "Lender"), the principal sum of TEN MILLION FORTY-FOUR THOUSAND DOLLARS (\$10,044,000) or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the Interest Rate (defined below) (subject to adjustment as hereinafter provided), calculated based upon a year of 360 days consisting of twelve 30-day months, such amounts to be payable as provided herein. This Note is issued pursuant to a Resolution of the County adopted on February 12, 2014 (the "Resolution") and in conjunction with a Loan Agreement, dated as of February 14, 2014, between the County and the Lender (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto, or referenced, in the Loan Agreement.

Principal of and interest on this Revenue Note, Series 2014A (the "Note") are payable in immediately available funds constituting lawful money of the United States of America at the Principal Office or such place as the Lender may designate in writing to the County at least 10 days prior to such payment date.

The County shall pay the Lender interest on the outstanding principal balance of this Note in arrears, on each October 1 and April 1, commencing April 1, 2014, to and including the Final Maturity Date (defined below). The principal amount of this Note shall be payable in annual installments in the amounts and on the dates set forth on Schedule A hereto, commencing on October 1, 2014, and with the final installment payable October 1, 2024 (the "Final Maturity Date"). If any date for the payment of principal or interest is not a Business Day, such payment shall be due on the next succeeding Business Day in the manner provided in the Loan Agreement.

All payments by the County pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due; provided, however, in an Event of Default, payment shall be applied in accordance with Section 6.02 of the Loan Agreement. If any payment of principal or interest due hereunder is not paid within fifteen (15) days after the date due hereunder, the County shall pay the Lender upon demand a late payment fee equal to six percent (6%) of the amount not paid when due.

The "Interest Rate," as used herein, shall mean 2.18% per annum unless adjusted as provided herein.

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In the event of a change in the Corporate Tax Rate (as hereinafter defined) during any period where interest is accruing hereon at other than a Taxable Rate (as hereinafter defined) which causes a reduction in the tax-equivalent yield on this Note, the interest rate payable on this Note shall be increased to compensate for such change in the effective yield to a rate calculated by multiplying the Interest Rate borne by this Note prior to such change in the Corporate Tax Rate by a fraction equal to (1 minus A) divided by (1 minus B), where A equals the Corporate Tax Rate in effect as of the date of the corporate tax adjustment as announced by the Internal Revenue Service and B equals the Corporate Tax Rate in effect immediately prior to such change in the Corporate Tax Rate. "Corporate Tax Rate" means the highest marginal statutory rate of federal income tax imposed on corporations and applicable to the Lender (expressed as a decimal). Notwithstanding the foregoing, however, the rate shall never as a result of an adjustment pursuant to this paragraph exceed the Taxable Rate.

In the event of a Determination of Taxability, the Interest Rate shall be adjusted to cause the after-tax yield on this Note to the Lender after such Determination of Taxability to equal what the yield would have been to the Lender in the absence of such Determination of Taxability (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, immediately upon a Determination of Taxability, the County agrees to pay to the Lender the Additional Amount. "Additional Amount" means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceases to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by the Lender to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Lender for federal income tax purposes. No such decree or action shall be considered final for the purposes of this paragraph unless the County has been given written notice thereof and, if it is so desired by the County and is legally permissible, the County has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Lender and until the conclusion of any appellate review, if sought.

Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, the Interest Rate shall be equal to the Interest Rate that was applicable prior to such Event of Default plus four percent (4%) per annum (the "Default Rate").

Notwithstanding the foregoing, in no event shall the Interest Rate in any year exceed the maximum rate permitted by applicable law.

This Note shall be prepayable at any time, in whole or in part, upon three (3) days' prior written notice from the County to the Lender, at the amount of principal of this Note being prepaid, plus interest accrued on the principal being prepaid to the date of prepayment plus a fee equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years and (ii) a "Yield Maintenance Fee".

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Prepayments in part shall be applied against remaining installments of principal due hereunder in such order as the County shall select.

The Yield Maintenance Fee shall be calculated as follows:

The current cost of funds, specifically the "bond equivalent yield" for United States Treasury securities (bills on a discounted basis shall be converted to a "bond equivalent yield") with a maturity date closest to the "Remaining Term" (as defined below), shall be subtracted from the Interest Rate or Default Rate, if applicable. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the scheduled outstanding principal balance for each remaining monthly period of the "Remaining Term." Each resulting amount shall be divided by 360 and multiplied by the number of days in the monthly period. Said amounts shall be reduced to present values calculated by using the above-referenced current costs of funds divided by 12. The resulting sum of such present values shall be the Yield Maintenance Fee.

"Remaining Term" as used herein shall mean the remaining term of this Note from the date of prepayment.

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

This Note is payable solely from the Pledged Funds to the extent provided in the Loan Agreement and subject to the pledge of the Pledged Funds as more specifically provided in the Resolution and the Loan Agreement. Notwithstanding any other provision of this Note, the County is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than as provided in the Loan Agreement and the Resolution.

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

All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note.

This Note may be exchanged or transferred but only as provided in the Loan Agreement.

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

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IN WITNESS WHEREOF, the County has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Note is February 14, 2014.

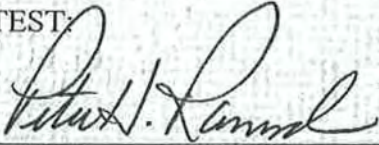
(SEAL)

SARASOTA COUNTY, FLORIDA

By: 

Chair, Board of County Commissioners

ATTEST:



Deputy Clerk

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SCHEDULE A

<u>Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>
2014	\$536,000
2015	861,000
2016	880,000
2017	899,000
2018	919,000
2019	939,000
2020	959,000
2021	980,000
2022	1,002,000
2023	1,023,000
2024	1,046,000