

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS AND MAY NOT BE TRANSFERRED EXCEPT TO A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

REGISTERED  
NO. R-1

REGISTERED  
\$11,430,000

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
SARASOTA COUNTY  
COMMUNICATIONS SERVICES TAX REVENUE REFUNDING NOTE,  
SERIES 2015

<u>Interest Rate:</u>	<u>Maturity Date:</u>	<u>Date of Original Issue:</u>
2.20% (Subject to Adjustment)	October 1, 2026	March 12, 2015

REGISTERED OWNER: TD Bank, N.A.

PRINCIPAL AMOUNT: ELEVEN MILLION FOUR HUNDRED THIRTY  
THOUSAND DOLLARS

Sarasota County, Florida, a political subdivision of the State of Florida (hereinafter called the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), the Principal Amount identified above, and to pay interest on such Principal Amount from the Date of Original Issue identified above, or from the most recent interest payment date to which interest has been paid, at a per annum rate equal to (a) 2.20% (the "Interest Rate"). Interest shall be payable on the first day of April and the first day of October of each year, commencing on October 1, 2015, until such Principal Amount shall have been paid, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually. The principal amount of this Note shall be payable in annual Amortization Installments in the amounts and on the dates set forth on Schedule A hereto, commencing on October 1, 2016, and with the final Amortization Installment payable on October 1, 2026. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months and will be paid by wire transfer to an account in the United States designated in writing by the Registered Owner at such account as it appears on the registration books of the Issuer maintained by the Registrar at the close of business on the fifteenth day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Note subsequent to such Record Date

and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Note is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice received via the U. S. mails, postage prepaid, by the Registered Owners of this Note not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Note is registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing. Upon receipt of payment in full of the principal amount of this Note, at maturity or otherwise, this Note shall be cancelled and surrendered by the Registered Owner hereof to the office of the Clerk of the Circuit Court and County Comptroller and ex-officio Clerk of the Board of County Commissioners of Sarasota County, Florida, as Registrar and Paying Agent (the "Registrar").

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 Registered Owner after such Determination of Taxability to equal what the yield would have been to the Registered Owner 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 Issuer agrees to pay to the Registered Owner 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 Registered Owner 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 Registered Owner for federal income tax purposes. No such decree or action shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Registered Owner 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 six percent (6%) per annum (the "Default Rate"). Notwithstanding the foregoing, a breach or default of Section 5.11 of the Base Resolution (as hereinafter defined) or Section 9 of the 2015 Resolution (as



hereinafter defined) shall not be an "Event of Default" for purposes of an adjustment of the Interest Rate to the Default Rate.

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

If any payment of principal or interest due hereunder is not paid within fifteen (15) days after the date due hereunder, the Issuer shall pay the Registered Owner upon demand a late payment fee equal to six percent (6%) of the amount not paid when due.

This Note is issued to refund a portion of the Issuer's Communications Services Tax Revenue Bonds, Series 2006, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Article VIII, Section 1 of the Constitution of the State, Chapter 125, Florida Statutes, Chapter 202, Florida Statutes, the Charter of the Issuer, Ordinance No. 2000-030 duly enacted by the Board of County Commissioners of the Issuer on April 12, 2000, codified as Chapter 114, Article V of the Sarasota County Code, Resolution No. 2001-159 adopted by the Issuer on July 10, 2001 and other applicable provisions of law (the "Act"), and Resolution No. 2005-095, adopted by the Issuer on May 10, 2005 (the "Base Resolution"), as supplemented and amended, including, without limitation, as supplemented by Resolution No. 2015-045, adopted by the Issuer on March 4, 2015 (the "2015 Resolution" and together with the Base Resolution, the "Resolution"), and is subject to all the terms and conditions of the Resolution, and shall not be secured by a debt service reserve fund or account. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note and the interest hereon are payable solely from and secured on a parity with the Issuer's Communications Services Tax Revenue Bonds, Series 2005A, the Issuer's Communications Services Tax Revenue Bonds, Series 2005B, the Issuer's Communications Services Tax Revenue Bonds, Series 2006 not being refunded with the proceeds hereof, the Issuer's Communications Services Tax Revenue Bonds, Series 2010 (Federally Taxable - Build America Bonds - Direct Subsidy), the Issuer's Communications Services Tax Revenue Refunding Note, Series 2014 and any other Additional Bonds hereafter issued, by a lien upon and a pledge of (1) the Communications Services Tax Revenues, (2) any Qualified Hedge Receipts (net of Qualified Hedge Payments), and (3) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds").

Reference is hereby made to the Resolution for the provisions, among others, relating to the terms, lien and security of this Note, the custody and application of the proceeds of the this Note, the rights and remedies of the Owners of this Note, the extent of and limitations on the Issuer's rights, duties and obligations, and the

provisions permitting the issuance of additional parity indebtedness and the provisions permitting amendments to the Resolution, with and without the consent of the holders, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Note.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION. IT IS EXPRESSLY AGREED BY THE REGISTERED OWNER OF THIS NOTE THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE AND THAT SUCH REGISTERED OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF SUCH PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE. THIS NOTE AND THE INDEBTEDNESS EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF OR IN THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY UPON THE PLEDGED FUNDS IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been signed by the Registrar.

This Note may be transferred only upon the books of the Issuer kept by the Registrar upon surrender thereof at the principal corporate trust office of the Registrar with an assignment duly executed by the Registered Owner or his duly authorized attorney, but only in the manner, subject to the limitations and upon payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, as provided in the Bond Resolution. Upon any such transfer, there shall be executed in the name of the transferee, and the Registrar shall deliver, a new registered Note in authorized denominations and in the same aggregate principal amount, series and subseries, maturity and interest rate as this Note. This Note may only be sold, assigned or otherwise transferred to a "Qualified Institutional Buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933.

In like manner, subject to such conditions and upon the payment of a sum sufficient to cover any tax, fee or governmental charge, if any, that may be imposed in connection with any such exchange, the Registered Owner of this Note may surrender the same (together with a written instrument of transfer satisfactory to



the Registrar duly executed by the Registered Owner or his duly authorized attorney) in exchange for a Note in an equal aggregate principal amount of such surrendered Note and of the same series and subseries, maturity and interest rate as this Note.

The Issuer has entered into certain covenants with the holders of this Note for the terms of which reference is made to the Bond Resolution.

This Note shall, at the option of the Issuer, be prepayable at any time to the Registered Owner, in whole or in part, upon three (3) days' prior written notice from the Issuer to the Registered Owner, 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, and (ii) a "Yield Maintenance Fee." Prepayments in part shall be applied against remaining installments of principal due hereunder in such order as the Issuer 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.

If the date for payment of the principal of, premium, if any, or interest on this Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

This Note is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

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

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 connection with the issuance of this Note, exist, have happened and have been performed, in regular and

due form and time as required by the Constitution and laws of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

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

The Issuer and the Registered Owner by acceptance of this Note, hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with this Note and any other document or instrument contemplated to be executed in conjunction with the this Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the each of the Issuer and the Registered Owner selling or purchasing (as the case may be) this Note.

This Note 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 this Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Note 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 this Note, the Issuer consents to the jurisdiction and venue of any court located in Sarasota County.

IN WITNESS WHEREOF, Sarasota County, Florida, has issued this Note and has caused the same to be signed by the Chair of its Board of County Commissioners and attested to and countersigned by the Deputy Clerk of such Board, either manually or with their facsimile signatures, and its corporate seal or a facsimile thereof to be reproduced hereon, all as of the 12<sup>th</sup> day of March, 2015.

SARASOTA COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners of  
Sarasota County, Florida

ATTESTED:

By \_\_\_\_\_  
Deputy Clerk of the Board of County  
Commissioners of Sarasota  
County, Florida

CERTIFICATE OF AUTHENTICATION

This Note is the Series 2015 Note designated in and executed under the provisions of the within mentioned Resolution.

SARASOTA COUNTY, FLORIDA, as  
Registrar

By \_\_\_\_\_  
Authorized Officer

Date of Authentication: March 12, 2015



## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_ (the "Transferor"), hereby sells, assigns and transfers unto \_\_\_\_\_ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF TRANSFeree

\_\_\_\_\_

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ as attorney to register the transfer of the within Note on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed:

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

\_\_\_\_\_  
NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this Assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.



## ABBREVIATIONS

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

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of  
survivorship and not as tenants  
in common

UNIF TRANS MIN ACT — \_\_\_\_\_  
(Cust)

Custodian for \_\_\_\_\_

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

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

## Schedule A

### Principal Amortization Installment Schedule

Date (October 1)	Principal Amount Payable
2016	\$ 135,000
2017	1,020,000
2018	1,045,000
2019	1,070,000
2020	1,090,000
2021	1,115,000
2022	1,140,000
2023	1,165,000
2024	1,190,000
2025	1,215,000
2026	1,245,000

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