SAMUEL KLEIN AND COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

$11,563,000
Community Redevelopment Agency for the U.S. Highway 441 and 27 Area
(City of Leesburg, Florida)
Tax Increment Refunding Revenue Note, Series 2016

Verification Report Dated December 8, 2016

SAMUEL KLEIN AND COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

City of Leeshurg, Florida
501 West Meadow Street
Leesburg, Florida 34748

McLin & Burnsed, P.A.
1000 West Main Street
Leeshurg, Florida 34748

Upchurch, Bailey and Upchurch P.A.
780 North Ponce De Leon Boulevard
St. Augustine, Florida 32084

U.S. Bank National Association
225 East Rohinson Street
Orlando, Florida 32801

Akerman LLP
420 South Orange Avenue
Orlando, Florida 32801

Public Financial Management, Inc.
300 South Orange Avenue
Orlando, Florida 32801

CenterState Bank
175 Cypress Point Parkway
Palm Coast, Florida 32164

$11,563,000
Community Redevelopment Agency for the U.S. Highway 441 and 27 Area
(City of Leesburg, Florida)
Tax Increment Refunding Revenue Note, Series 2016 (the "2016 Note")

We have verified certain information and assertions provided on behalf of the City of Leesburg, Florida by Public Financial Management, Inc. (the "Financial Advisor") relating to the refunding of the following obligations (the "Refunded Bonds") set forth more fully in Schedule A:

- $13,935,000 Community Redevelopment Agency for the U.S. Highway 441 & 27 Area, (Leesburg, Florida), Tax Increment Revenue Bonds, Series 2009, dated November 12, 2009, maturing on May 1, 2017 through May 1, 2024, May 1, 2029, and May 1, 2036.

The scope of our engagement consisted of verification of the mathematical accuracy of the computations contained in the provided schedules which represent (1) that the anticipated receipts from the investments and cash deposit, to be held in escrow, will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Refunded Bonds, (2) the yield on the escrow purchased with proceeds of the 2016 Note to refund the Refunded Bonds, and (3) the yield on the 2016 Note.

Our examination was made in accordance with standards established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary under the circumstances. The scope of our engagement included, among other things, a verification of the mathematical accuracy of the computations contained in the schedules provided by the Financial Advisor. The schedules produced by us in our verification of the mathematical accuracy of the computations are included in this report. In these schedules, the delivery date for the 2016 Note is assumed to be December 8, 2016.

Public Financial Management, Inc. provided us with the Commitment Letter for the 2016 Note. PFM Asset Management LLC provided us with the final subscription forms for the United States Treasury Securities - State and Local Government Series to be issued by the Department of the Treasury, Bureau of the Fiscal Service (the "SLGS") purchased to refund the Refunded Bonds. Additionally, we reviewed the Official Statement for the Refunded Bonds.

We found (1) that the SLGS interest rates shown in the schedules provided to us by the Financial Advisor do not exceed the maximum rates available for November 29, 2016 (the initial SLGS subscription date), and (2) that the information contained in the schedules provided to us by the Financial Advisor was in agreement with the information set forth in the above-mentioned documents.

The term "yield" as used herein means that rate which, when used in computing the present value of all expected payments of principal and interest on an obligation, computed on a 30/360-day year basis and using semi-annual compounding, produces an amount equal to, in the case of the escrow yield calculation, the cost of the SLGS purchased with proceeds of the 2016 Note to refund the Refunded Bonds, and in the case of the 2016 Note, the initial issue price of the 2016 Note.

In our opinion, the computations contained in the schedules provided are mathematically correct.

The schedules verifying the mathematical accuracy of the computations reflect that:

- the anticipated receipts from the SLGS purchased to refund the Refunded Bonds, together with the initial cash deposit of $1.58, will be sufficient to pay, when due, the principal, interest, and redemption requirements on the Refunded Bonds,

- the yield on the SLGS purchased with proceeds of the 2016 Note to refund the Refunded Bonds is 1.4503766%, and

- the yield on the 2016 Note is 2.5901309%.

We express no opinion as to the appropriateness of the methodologies used in preparing such schedules or the actual existence or the attributes of the Refunded Bonds extracted from historical data. It should be understood that we make no representations as to questions of legal interpretation, and accordingly we express no opinion with regard to any determination that the Refunded Bonds remain in compliance with existing statutes, regulations, administrative interpretations, and court decisions. The terms of our engagement are such that we have no obligation to update this report because of events occurring, or data or information coming to our attention, subsequent to the date of this report.

SAMUEL KLEIN AND COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

December 8, 2016

LIST OF SCHEDULES

SCHEDULE A	SUMMARY OF REFUNDED BONDS
SCHEDULE B	ESCROW REQUIREMENTS
SCHEDULE C	ESCROW COST
SCHEDULE D	ESCROW CASH FLOW AND SUFFICIENCY
SCHEDULE E	ESCROW YIELD Purchased with Proceeds of the 2016 Note
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SCHEDULE G	BOND DEBT SERVICE AND YIELD 2016 Note

SCHEDULE A

SUMMARY OF REFUNDED BONDS

Maturity Date	Principal Amount	Interest Rate	Call Date	Call Price
05/01/2017	240,000.00	3.750%		
05/01/2018	250,000.00	4.000%		
05/01/2019	260,000.00	4.000%		
05/01/2020	375,000.00	4.000%		
05/01/2021	390,000.00	4.125%	05/01/2020	100.000
05/01/2022	510,000.00	4.125%	05/01/2020	100.000
05/01/2023	530,000.00	4.250%	05/01/2020	100.000
05/01/2024	555,000.00	4.375%	05/01/2020	100.000
05/01/2029	3,755,000.00	4.750%	05/01/2020	100.000
05/01/2036	7,070,000.00	5.000%	05/01/2020	100.000
Total	13,935,000.00			

SCHEDULE B

ESCROW REQUIREMENTS

Date	Principal	Interest	Redeemed Principal	Total Requirements
05/01/2017	240,000.00	330,096.88		570,096.88
11/01/2017		325,596.88		325,596.88
05/01/2018	250,000.00	325,596.88		575,596.88
11/01/2018		320,596.88		320,596.88
05/01/2019	260,000.00	320,596.88		580,596.88
11/01/2019		315,396.88		315,396.88
05/01/2020	375,000.00	315,396.88	12,810,000.00	13,500,396.88
Totals	1,125,000.00	2,253,278.16	12,810,000.00	16,188,278.16

SCHEDULE C

ESCROW COST

Maturity Date	Allocations of SLGS Principal: Existing Accrued Interest	Existing Construction Fund	Existing DSRF	2016 Notes	Total SLGS	Interest Rate	Price	Total Cost
05/01/2017	67,851.67	417,873.33			485,725.00	0.520%	100.000	485,725.00
11/01/2017		219,380.00			219,380.00	0.720%	100.000	219,380.00
05/01/2018		470,799.00			470,799.00	0.900%	100.000	470,799.00
11/01/2018		217,918.00			217,918.00	1.060%	100.000	217,918.00
05/01/2019		479,073.00			479,073.00	1.210%	100.000	479,073.00
11/01/2019		216,771.00			216,771.00	1.340%	100.000	216,771.00
05/01/2020		1,320,433.50	599,625.00	11,483,164.50	13,403,223.00	1.450%	100.000	13,403,223.00
Totals	67,851.67	3,342,247.83	599,625.00	11,483,164.50	15,492,889.00			15,492,889.00

Calculation of Total Escrow Cost	
Cost of Securities	15,492,889.00
Cash Deposit	1.58
Total Escrow Cost	15,492,890.58

SCHEDULE D

ESCROW CASH FLOW AND SUFFICIENCY

Date	Principal	Interest	Total Escrow Receipts	Total Escrow Requirements	Ending Balance
12/08/2016					1.58
05/01/2017	485,725.00	84,371.42	570,096.42	570,096.88	1.12
11/01/2017	219,380.00	106,217.12	325,597.12	325,596.88	1.36
05/01/2018	470,799.00	104,797.70	575,596.70	575,596.88	1.18
11/01/2018	217,918.00	102,679.10	320,597.10	320,596.88	1.40
05/01/2019	479,073.00	101,524.13	580,597.13	580,596.88	1.65
11/01/2019	216,771.00	98,625.74	315,396.74	315,396.88	1.51
05/01/2020	13,403,223.00	97,173.37	13,500,396.37	13,500,396.88	1.00
Totals	15,492,889.00	695,388.58	16,188,277.58	16,188,278.16	

SCHEDULE E

ESCROW YIELD

Purchased with Proceeds of the 2016 Notes

Date	Principal	Interest	Total Escrow Receipts	Present Value to 12/08/2016 @ 1.4503766%
05/01/2017		66,234.38	66,234.38	65,855.26
11/01/2017		83,252.94	83,252.94	82,180.44
05/01/2018		83,252.94	83,252.94	81,588.77
11/01/2018		83,252.94	83,252.94	81,001.35
05/01/2019		83,252.94	83,252.94	80,418.17
11/01/2019		83,252.94	83,252.94	79,839.19
05/01/2020	11,483,164.50	83,252.94	11,566,417.44	11,012,281.33
Totals	11,483,164.50	565,752.02	12,048,916.52	11,483,164.50

Calculation of Escrow Yield Target Price	
Cost of SLGS	11,483,164.50
Escrow Yield Target Price	11,483,164.50

SCHEDULE F

BOND PRICING

2016 Note

Maturity Date	Par Amount	Interest Rate	Yield	Price	Gross Reoffering
05/01/2017	60,000.00	2.590%	2.590%	100.000	60,000.00
05/01/2018	70,000.00	2.590%	2.590%	100.000	70,000.00
05/01/2019	80,000.00	2.590%	2.590%	100.000	80,000.00
05/01/2020	195,000.00	2.590%	2.590%	100.000	195,000.00
05/01/2021	210,000.00	2.590%	2.590%	100.000	210,000.00
05/01/2022	607,000.00	2.590%	2.590%	100.000	607,000.00
05/01/2023	622,000.00	2.590%	2.590%	100.000	622,000.00
05/01/2024	638,000.00	2.590%	2.590%	100.000	638,000.00
05/01/2025	655,000.00	2.590%	2.590%	100.000	655,000.00
05/01/2026	672,000.00	2.590%	2.590%	100.000	672,000.00
05/01/2027	689,000.00	2.590%	2.590%	100.000	689,000.00
05/01/2028	707,000.00	2.590%	2.590%	100.000	707,000.00
05/01/2029	725,000.00	2.590%	2.590%	100.000	725,000.00
05/01/2030	744,000.00	2.590%	2.590%	100.000	744,000.00
05/01/2031	764,000.00	2.590%	2.590%	100.000	764,000.00
05/01/2032	783,000.00	2.590%	2.590%	100.000	783,000.00
05/01/2033	804,000.00	2.590%	2.590%	100.000	804,000.00
05/01/2034	824,000.00	2.590%	2.590%	100.000	824,000.00
05/01/2035	846,000.00	2.590%	2.590%	100.000	846,000.00
05/01/2036	868,000.00	2.590%	2.590%	100.000	868,000.00
Totals	11,563,000.00				11,563,000.00

Calculation of Gross Reoffering	
Par Amount	11,563,000.00
Gross Reoffering	11,563,000.00

SCHEDULE G

BOND DEBT SERVICE AND YIELD

2016 Note

Date	Principal	Interest	Total Debt Service	Present Value to 12/08/2016 @ 2.5901309%
05/01/2017	60,000.00	118,960.79	178,960.79	177,140.68
11/01/2017		148,963.85	148,963.85	145,563.68
05/01/2018	70,000.00	148,963.85	218,963.85	211,230.32
11/01/2018		148,057.35	148,057.35	141,002.08
05/01/2019	80,000.00	148,057.35	228,057.35	214,413.11
11/01/2019		147,021.35	147,021.35	136,458.12
05/01/2020	195,000.00	147,021.35	342,021.35	313,389.11
11/01/2020		144,496.10	144,496.10	130,706.90
05/01/2021	210,000.00	144,496.10	354,496.10	316,566.94
11/01/2021		141,776.60	141,776.60	124,988.59
05/01/2022	607,000.00	141,776.60	748,776.60	651,673.09
11/01/2022		133,915.95	133,915.95	115,059.25
05/01/2023	622,000.00	133,915.95	755,915.95	641,171.86
11/01/2023		125,861.05	125,861.05	105,391.12
05/01/2024	638,000.00	125,861.05	763,861.05	631,449.65
11/01/2024		117,598.95	117,598.95	95,970.89
05/01/2025	655,000.00	117,598.95	772,598.95	622,446.31
11/01/2025		109,116.70	109,116.70	86,786.21
05/01/2026	672,000.00	109,116.70	781,116.70	613,320.00
11/01/2026		100,414.30	100,414.30	77,835.64
05/01/2027	689,000.00	100,414.30	789,414.30	604,087.18
11/01/2027		91,491.75	91,491.75	69,117.54
05/01/2028	707,000.00	91,491.75	798,491.75	595,509.21
11/01/2028		82,336.10	82,336.10	60,620.57
05/01/2029	725,000.00	82,336.10	807,336.10	586,807.75
11/01/2029		72,947.35	72,947.35	52,343.49
05/01/2030	744,000.00	72,947.35	816,947.35	578,707.30
11/01/2030		63,312.55	63,312.55	44,275.80
05/01/2031	764,000.00	63,312.55	827,312.55	571,160.18
11/01/2031		53,418.75	53,418.75	36,407.74
05/01/2032	783,000.00	53,418.75	836,418.75	562,775.90
11/01/2032		43,278.90	43,278.90	28,747.47
05/01/2033	804,000.00	43,278.90	847,278.90	555,599.12
11/01/2033		32,867.10	32,867.10	21,276.90
05/01/2034	824,000.00	32,867.10	856,867.10	547,610.85
11/01/2034		22,196.30	22,196.30	14,003.96
05/01/2035	846,000.00	22,196.30	868,196.30	540,754.23
11/01/2035		11,240.60	11,240.60	6,911.67
05/01/2036	868,000.00	11,240.60	879,240.60	533,719.60
Totals	11,563,000.00	3,699,583.99	15,262,583.99	11,563,000.00

Calculation of Bond Yield Target Price	
Par Amount	11,563,000.00
Bond Yield Target Price	11,563,000.00

ANTI-DILUTION CERTIFICATE

This Certificate is being delivered by the undersigned City Manager and Finance Director of the City of Leesburg, Florida (the "City") in connection with the issuance on the date hereof of the $11,563,000 Community Redevelopment Agency For the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 (the "Note"). Pursuant to an Interlocal Agreement dated the date hereof by and among the City and the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area the City has covenanted to budget and appropriate Non Ad-Valorem Revenues in an amount equal to the Deficiency as defined in said Interlocal Agreement. The City in connection with the issuance of its Capital Improvement Promissory Note (Magnolia Townhomes) agreed in Section 3.02 of the Loan Agreement between the City and Bank of America, N.A. that the City would not issue or incur debt payable from a covenant to budget and appropriate Non-Ad Valorem Revenues except upon delivery of the certificate required by said Section 3.02 (the "Anti-Dilution Covenant"). The Anti- Dilution Covenant is the only such covenant applicable to the City. For purposes of this Certificate, Non-Ad Valorem Revenues are defined as all non-ad valorem revenues of the City that are legally available to make payments on debt secured by the City's covenant to budget and appropriate Non-Ad Valorem Revenues, except for (i) revenues of any enterprise fund of the City, unless and until such revenues are transferred from such enterprise fund to the City's general fund, and (ii) non-ad valorem revenues required to pay or make provision for the payment of the Costs of Essential Services (as defined below).

In connection with providing the Certification set forth below, we have reviewed the City's audits for the City's fiscal years ended September 30, 2014 and September 30, 2015 (the two most recent fiscal years of the City for which audited financial statements of the City are available) and have reviewed the schedule attached hereto. In providing this Certification, we have reviewed such other financial information of the City as we have deemed relevant and have asked such questions of the City's financial advisor, the City's bond counsel, the City Attorney and others as we have deemed necessary to deliver the certification set forth below.

In connection with the issuance of the Note, we hereby certify as follows:

(i) the average of the Available Non-Ad Valorem Revenues for the two most recent Fiscal Years for which audited financial statements of the City are available is equal to or greater than 2.00x the projected maximum annual debt service (not reduced by any payments made or expected to be made from sources other than Available Non-Ad Valorem Revenues) on the Note and all other debt and obligations secured by and/or payable from all or a portion of Available Non-Ad Valorem Revenues to be outstanding following the issuance of the Note; and

(ii) (A) the Available Non-Ad Valorem Revenues for the most recent Fiscal Year for which audited financial statements of the City are available, less (B) the product of (I) the quotient of such Available Non-Ad Valorem Revenues divided by the

Non-Enterprise Fund Revenues for such Fiscal Year, multiplied by (II) the Costs of Essential Services for such Fiscal Year, and less (C) the maximum annual debt service on debt and obligations secured by an express lien on all or a portion of the Available Non-Ad Valorem Revenues to be outstanding following the issuance of the Note is equal to or greater than 1.1x the Maximum Annual Covenant Debt Service with respect to debt and obligations to be outstanding following the issuance of the Note. [Available Non-Ad Valorem Revenues – ((Available Non-Ad Valorem Revenues ÷ Non-Enterprise Fund Revenues) x (Costs of Essential Services)) – maximum annual debt service secured by lien on Available Non-Ad Valorem Revenues $\geq$ 1.1x Maximum Annual Covenant Debt Service].

None of the debt included in (i) or (ii) above bears interest at a variable rate.

For purposes of the above certification, the following definitions apply:

"Available Non-Ad Valorem Revenues" shall mean all legally available non-ad valorem revenues inclusive of any non-ad valorem revenues pledged to pay debt service on any debt or obligations of the City except for revenues of any enterprise fund of the City but inclusive of any enterprise fund revenues transferred to the City's general fund which are legally available to make the paymeuts described above.

"Non-Enterprise Fund Revenues" shall mean all available revenues and receipts of the City (excluding revenues of any enterprise fund of the City, but including any enterprise fund revenues transferred to the City's general fund), which are legally available for the payment of Costs of Essential Services.

"Costs of Essential Services" shall mean the cost of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"Maximum Annual Covenant Debt Service" shall mean the maximum annual debt service (not reduced by any payments made or expected to be made from sources other than Available Non-Ad Valorem Revenues) on debt and obligations secured by a covenant to budget and appropriate Available Non-Ad Valorem Revenues for the payment thereof, or that are unsecured and expected by the City to be paid from Available Non-Ad Valorem Revenues.

The City does not have any unsecured debt.

December 8, 2016

CITY OF LEESBURG, FLORIDA

By: _____
City Manager

By: _____
Finance Director

City of Leesburg, Florida
Anti-Dilution Test - Base Method

First Test		FY13/FY14	FY14/FY15
2 Year Average Legally Available Non-Ad Valorem Revenues		$ 20,313,162	$ 19,675,488
Maximum Annual Debt Service on Non-Ad Valorem Revenue Debt		3,670,954	3,751,298
Coverage [1]		**5.53**	**5.24**

Second Test		FYE 2014	FYE 2015
Legally Available Non-Ad Valorem Revenues	A	$ 19,521,934	$ 19,829,043
Non-Enterprise Fund Revenues [2]	B	23,988,381	24,320,976
Costs of Essential Services	C	16,613,455	15,585,278
MADS Secured by a Lien on Pledgeable Non-Ad Valorem Revenues	D	1,789,085	1,789,085
Maximum Annual Debt Service on Covenant Debt	E	1,881,869	1,977,024
Available Revenues - *[A - ((A/B) * C) - D] =*	F	4,212,688	5,333,183
Coverage *[F / E]* [3]		**2.24**	**2.70**

[1] 2.00 times coverage required - Additional Bonds Test

[2] Line A plus Ad Valorem Taxes as shown on page 287 titled "Historical Non-Ad Valorem Revenues Worksheet"

[3] 1.10 times coverage required - Additional Bonds Test

LIST OF CLOSING DOCUMENTS

$11,563,000 COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016 (THE "NOTE")

DATE OF CLOSING: DECEMBER 8, 2016

1. Certified copy of Resolution No. 30 of the Community Redevelopment Agency for the U.S. Highway 441&27 Area (the "Agency") adopted by the Agency on November 28, 2016; without Exhibits.

2. Certified copy of City of Leesburg, Florida (the "City") Resolution No. 9922 adopted by the City on November 28, 2016; without exhibits.

3. Loan Agreement dated as of December 8, 2016, between the Agency and CenterState Bank of Florida, N.A. (the "Bank").

4. Interlocal Agreement dated as of December 8, 2016 between the Agency and the City.

5. Incumbency Certificate.

6. Certificate as to Specimen Note.

7. Closing Certificate of the Agency.

8. Acceptance of Duties of Registrar and Paying Agent.

9. Escrow Deposit Agreement dated December 8, 2016 between the Agency and U.S. Bank National Association.

10. Signature Certificate.

11. Opinion of Akerman LLP, Bond Counsel.

12. Opinion letter of McLin & Burnsed P.A. as, Agency and City Attorney.

13. Bank's Certificate.

14. Internal Revenue Service Form 8038-G.

15. Certificate of Compliance with Chapter 215.84, Florida Statutes.

16. Truth-in-Bonding Statement.

17. Florida Statutes, Section 218.385(6) Disclosure Statement.

18. Federal Tax Certificate.

19. Copy of City Ordinance No. 06-13 creating the Agency and all amendments thereto.

20. Certificate of Escrow Agent.

21. Division of Bond Finance Forms BF2003 and BF2004.

22. Certificate of Compliance with Florida Statute 189.4085.

23. Notice of Sale to Division of Bond Finance.

24. Cross Receipt.

25. Closing Memorandum.

26. Verification Report.

27. Anti-Dilution Certificate.

Distribution:

(1) Akerman LLP
(1) CenterState Bank of Florida, N.A.
(1) PFM Financial Advisors, LLC
(1) Community Redevelopment Agency
(1) City of Leesburg, Florida
(1) Upchurch Bailey and Upchurch
(1) Mclin & Burnsed P.A.

No. 1

CERTIFICATE

The undersigned, J. Andi Purvis, Secretary of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Agency") hereby certifies that the attached copy of Resolution No. 30 was adopted at a meeting of the Agency duly called and held on November 28, 2016, at which meeting a quorum was present and acting throughout, and that said Resolution is a true, complete and correct copy thereof, and said Resolution had been duly adopted and has not been modified, amended or revoked and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have set my hand as of this 8th day of December, 2016.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

By: Julie Purvis
Secretary

RESOLUTION NO. 30

RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA, ACCEPTING THE PROPOSAL OF CENTERSTATE BANK OF FLORIDA, N.A. TO PURCHASE THE AGENCY'S NOT EXCEEDING $13,000,000 PRINCIPAL AMOUNT TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016 THE PROCEEDS OF WHICH WILL BE APPLIED TO ADVANCE REFUND ALL OF THE AGENCY'S OUTSTANDING TAX INCREMENT REVENUE BONDS, SERIES 2009; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK PURSUANT TO WHICH THE AGENCY WILL ISSUE A 2016 NOTE TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH 2016 NOTE FROM INCREMENT REVENUES AND OTHER PLEDGED AMOUNTS ALL AS PROVIDED IN THE LOAN AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE CITY OF LEESBURG; AUTHORIZING THE PROPER OFFICIALS OF THE AGENCY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE 2016 NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA:

AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 163, Part III, Florida Statutes (the "Act"), the Florida Constitution and other applicable provisions of law.

FINDINGS. It is hereby ascertained, determined and declared:

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency"), deems it necessary, desirable and in the best interests of the Agency and the City of Leesburg, Florida and the property owners, residents and tenants thereof that the Agency issue its Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") to advance refund all of

the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 ("Refunded Bonds") for debt service savings all as more particularly described in the Loan Agreement (as defined herein).

The Agency staff in consultation with PFM Financial Advisors, LLC ("PFM") the Agency's financial advisor has reviewed the proposal of CenterState Bank of Florida, N.A. (the "Lender") regarding a loan in an amount of not to exceed $13,000,000 (the "Loan"), the proceeds of which will be applied to refund the Refunded Bonds and to pay costs of issuing the 2016 Note.

The Loan will be secured by the Increment Revenues and other pledged amounts as provided in the Loan Agreement pursuant to which the Agency will issue the 2016 Note to secure the repayment of the Loan.

The Agency has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the Agency to issue the 2016 Note pursuant to the Loan Agreement by negotiated sale, allowing the Agency to issue the 2016 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the Agency to obtain the best possible price, interest rate and other terms for the 2016 Note and, accordingly, the Commissioners of the Agency hereby find and determine that it is in the best financial interest of the Agency that a negotiated private placement of the 2016 Note to the Lender be authorized.

AUTHORIZATION OF ISSUANCE OF 2016 NOTE AND REFUNDING OF REFUNDED BONDS. The Agency hereby authorizes the issuance of the 2016 Note in a principal amount not to exceed $13,000,000 to refund the Refunded Bonds and pay costs of issuing the 2016 Note as more particularly described in the Loan Agreement.

ACCEPTANCE OF COMMITMENT LETTER WITH LENDER. The Agency hereby accepts the commitment of the Lender dated November 14, 2016 attached hereto.

APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2016 NOTE. The Loan and the repayment of the Loan as evidenced by the 2016 Note shall be pursuant to the terms and provisions of a Loan Agreement with the Lender (the "Loan Agreement") and the 2016 Note. The Agency hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and authorizes the Chairman or Vice Chairman of the Agency (collectively, the "Chairman") and the Secretary of the Agency or other appropriate officer or any deputy or Assistant Secretary of the Agency (collectively, the "Secretary") to execute and deliver on behalf of the Agency the Loan Agreement by and between the Agency and the Lender in substantially in the form attached hereto as Exhibit A and the 2016 Note in substantially the form attached to the Loan Agreement, with such changes insertions and additions as they may approve, their execution thereof being evidence of such approval.

PAYMENT OF DEBT SERVICE ON 2016 NOTE. Pursuant to the Loan Agreement, the 2016 Note will be secured by Increment Revenues and other pledged amounts, all as more particularly described in the Loan Agreement.

APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION OF EXECUTION AND DELIVERY THEREOF. The Interlocal Agreement between the City and the Agency pursuant to which, subject to certain limitations, the City will agree among other matters to budget and appropriate from Non-Ad Valorem Revenues (as defined therein) amounts sufficient to pay debt service on the 2016 Note to the extent the Increment Revenues and other amounts pledged under the Loan Agreement are insufficient to make such payments is hereby approved in substantially the form attached hereto as Exhibit B. The Chairman or any designee thereof and the Secretary are hereby authorized to execute the Interlocal Agreement in substantially the form attached hereto, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval. PFM had advised the Agency that entering into the Interlocal Agreement will reduce the debt otherwise payable on the 2016 Note.

AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2016 Note, and the security therefore including but not limited to an escrow deposit agreement with U.S. Bank National Association as escrow agent, the Chairman, any other Agency officers, Agency General Counsel and Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

PAYING AGENT AND REGISTRAR. The Agency hereby accepts the duties to serve as registrar and paying agent for the 2016 Note.

LIMITED OBLIGATION. The obligation of the Agency to repay amounts under the Loan Agreement and the 2016 Note are limited and special obligations, payable from and secured solely by the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit of the Agency.

EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2016 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2016 Note or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2016 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Note shall be issued and Loan Agreement shall be executed and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 28th day of November, 2016.

ATTEST:

By _____
Secretary

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 &27 AREA

By: _____
Chairman

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

_____
Agency Counsel

CERTIFICATE

The undersigned, J. Andi Purvis, the City Clerk of the City of Leesburg, Florida (the "City") hereby certifies that the attached copy of Resolution No. 9922 was adopted at a meeting of the City Commission of the City duly called and held on November 28, 2016, at which meeting a quorum was present and acting throughout, and that said Resolution is a true, complete and correct copy thereof, and said Resolution had been duly adopted and has not been modified, amended or revoked and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of Leesburg, Florida as of this 8th day of December, 2016.

CITY OF LEESBURG, FLORIDA

By: Julie Purvis
City Clerk

[SEAL]

RESOLUTION NO. 9922

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND APPROVING THE ISSUANCE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA OF ITS NOT EXCEEDING $13,000,000 PRINCIPAL AMOUNT TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016 IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 163, PART III, FLORIDA STATUTES, AS AMENDED; APPROVING THE SALE OF SAID NOTE BY THE REDEVELOPMENT AGENCY; APPROVING THE FORM OF AND AUTHORING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH SAID COMMUNITY REDEVELOPMENT AGENCY AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, Section 163.358, Florida Statutes, Section 163.385, Florida Statutes and other applicable provisions of law.

FINDINGS. It is hereby ascertained determined and declared:

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency") issued its Tax Increment Revenue Bonds, Series 2009 ("Refunded Bonds") to finance and refinance the acquisition and construction of community redevelopment in the Agency's community redevelopment area.

The Agency has determined it necessary, desirable and in the best interests of the Agency and the property owners, residents and tenants of the City of Leesburg, Florida (the "City") that the Agency issue its Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") to advance refund all of the outstanding Refunded Bonds, in that such refunding will result in debt service savings for the Agency.

AUTHORIZATION OF ISSUANCE OF 2016 NOTE. The City hereby authorizes the issuance of the 2016 Note in a principal amount not to exceed $13,000,000 to refund the Refunded Bonds and pay costs of issuing the 2016 Note as more particularly described in the Agency Resolution adopted the date hereof and attached hereto as Exhibit A (the "Agency Resolution").

APPROVAL OF SALE OF 2016 NOTE. The City hereby approves the sale of the 2016 Note by the Agency in accordance with the terms and provisions of the Agency Resolution.

APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION OF EXECUTION AND DELIVERY THEREOF. The Interlocal Agreement between the City and the Agency pursuant to which, subject to certain limitations, the City will agree among other matters to budget and appropriate from Non-Ad Valorem Revenues (as defined therein) amounts sufficient to pay debt service on the 2016 Note to the extent amounts pledged to the 2016 Note are insufficient to make such payments is hereby approved in substantially the form attached hereto as Exhibit B. The Mayor or any designee thereof and the City Clerk or any deputy or assistant City Clerk are hereby authorized to execute the Interlocal Agreement in substantially the form attached hereto, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval

EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 28th day of November, 2016.

CITY OF LEESBURG, FLORIDA

ATTEST:

By _____
City Clerk

By: _____
Mayor

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

_____
City Attorney

LOAN AGREEMENT

Dated as of December 8, 2016

By and Between

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA**

and

CENTERSTATE BANK OF FLORIDA, N.A.

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), made and entered into this 8th day of December, 2016, by and between **COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA** (the "Agency" or the "Issuer"), a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, and **CENTERSTATE BANK OF FLORIDA, N.A.,** a national banking association, and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the Agency, pursuant to the provisions of the Florida Constitution, Chapter 163, Part III, Florida Statutes, particularly Section 163.385, Florida Statutes, and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Resolution No. 30 adopted by the Agency on November 28, 2016, is authorized to issue "redevelopment revenue bonds" for the Agency's public purposes including issuing refunding bonds for the retirement of bonds or other obligations previously issued, provided such borrowing has been authorized by a resolution or ordinance of the governing body of the City of Leesburg, Florida; and

WHEREAS, the City Commission of the City of Leesburg, Florida, adopted Resolution No. 9922 on November 28, 2016, authorizing and approving the issuance by the Agency of its $11,563,000 Tax Increment Revenue Refunding Note, Series 2016 (the "Note") for the purpose of refunding and providing for the retirement of all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 (the "Refunded Bonds"); and

WHEREAS, the Agency has accepted the commitment of the Bank to purchase the Note but only upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Authorized Denomination" shall mean, with respect to Note and the 2015B Note, the outstanding principal thereof.

"Bond Counsel" shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the Agency to render an opinion on such matters with regard to the Note.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

"Chairperson" shall mean the Chairperson of the Agency.

"City" shall mean the City of Leesburg, Florida, a municipal corporation of the State of Florida.

"City Resolution" shall mean Resolution No. 9922 duly adopted by the City Commission of the City on November 28, 2016.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Community Redevelopment" shall have the meaning ascribed to such term in the Act.

"Community Redevelopment Area" shall mean those areas of the City so designated as the community redevelopment area of the Agency pursuant to Chapter 163, Part III, Florida Statutes and various resolutions and ordinances of the City.

"Debt Service" means principal and interest, and other debt-related costs, due in connection with the Note, as applicable.

"Default Rate" shall mean 5.59% to be calculated on the basis of a 360-day year of 12-30 day months.

"Determination of Taxability" shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any of the Note is or was includable in the gross income of an Owner for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

"Determination of Taxability Period" shall mean the period of time between (a) the earliest date that the Internal Revenue Service imposes federal income tax on the interest on any the Note and (b) the effective date of the Determination of Taxability.

"Escrow Deposit Agreement" shall mean that agreement dated the date of delivery of the Note between the Agency and U.S. Bank National Association as escrow trustee pursuant to

which proceeds of the Note will be deposited to provide for the defeasance and payment of the Refunded Bonds as provided therein.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Final Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, May 1, 2036.

"Fiscal Year" shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the Agency may designate as its "fiscal year" as permitted by law.

"Governing Body" shall mean the board of the Agency or its successor in function.

"Increment Revenues" shall mean the funds deposited into the Redevelopment Trust Fund in accordance with Section 163.387, Florida Statutes. Increment Revenues are not Pledged Revenues until so deposited.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2017.

"Interlocal Agreement" shall mean that interlocal agreement by and between the City and the Agency pursuant to which, among other matters but subject to the terms set forth therein, the City covenants to budget and appropriate Non-Ad Valorem Revenues (as defined therein) to make certain payments in regard to the Note.

"Investment Securities" shall mean any investments permitted by the City's investment policy as amended from time to time.

"Loan" shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued.

"Noteholder" or "Holder(s)" or "Owners" shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note or any portion thereof.

"Note Rate" shall mean 2.59% (as modified by the adjustment as described in Section 3.03 hereof) to be calculated on the basis of a 360-day year of 12, 30-day months.

"Pledged Revenues" shall mean the Increment Revenues and all amounts on deposit in the Restricted Surplus Account.

"Redevelopment Trust Fund" shall mean the redevelopment trust fund established for the Agency under Section 163.387, Florida Statutes, and various ordinances of the City.

"Resolution" shall mean Resolution No. 30, duly adopted at a meeting of the Agency on November 28, 2016, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"Restricted Surplus Account" shall mean the account established by that name to Section 3.04 hereof.

"Vice Chairperson" shall mean the Vice Chairperson of the Agency.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singnlar number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of Agency. The Agency represents and warrants to the Bank as follows:

(a) Existence. The Agency is a community redevelopment agency of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the Agency and the issuance and delivery of the Note has been duly authorized by all necessary action on the part of the Agency and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the Agency or any of its material properties is bound.

(b) No Financial Material Adverse Change. No material adverse change in the financial condition of the Agency or the Pledged Revenues has occurred since the most recent audited financial statements of the Agency. All of the financial information provided to the Bank by the Agency is accurate.

(c) Powers of Agency. The Agency has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(d) Authorizations, etc. No authorization, consent, approval, license, exemption of or registration or filing with any court or governmental department, commission, board, bureau,

agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the Agency of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(e) No Lien. Following the issuance of the Note, the Increment Revenues will not be pledged or encumbered in any manner other than to the payment of debt service on the Note.

Section 2.02. Covenants of the Agency. The Agency covenants as follows:

(a) The Agency will not take any action to reduce the boundaries of the Community Redevelopment Area as such exists on the date hereof.

(b) To provide the Bank within 60 days of adoption, its annual budget and within 180 days of the last day of the Fiscal Year the Agency's and the City's audited financial statements.

(c) To provide each Bank with such additional financial information as is readily available to the Agency as such Bank shall request.

Section 2.03. Representations and Warranties of Bank. The Bank represent and warrants to the Agency as follows:

(a) Existence. The Bank is a national banking association with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of each Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which each Bank is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to Bank) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the Agency and the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a view toward resale to the public.

(d) Commitment Letter Superseded. The Bank agrees that its commitment letter dated November 14, 2016 to the Agency regarding its purchase of the Note is superseded by the provisions of this Agreement and the Interlocal Agreement.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the Agency the Loan in the principal amount of $11,563,000. The proceeds available under this Agreement shall be used solely to refund the Refunded Bonds and to pay costs of issuing the Note.

Section 3.02. The Notes. The Note shall be substantially in the form set forth as **Exhibit "A"** to this Agreement. The general terms of the Note shall be as follows:

(a) Amount of Note. The principal amount of the Note shall be $11,563,000.

(b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of the event specified in Section 3.03 of this Agreement, the Note Rate shall be adjusted as therein provided and upon the occurrence of an Event of Default, the Note shall bear interest at the Default Rate.

(c) Prepayments. The Note may be prepaid by the Agency in whole or in part at any time at a prepayment price equal to the principal amount of the Note to be prepared as provided in the Note plus accrued interest to the prepayment date.

Any prepayments shall be applied first to accrued interest, then to other amounts owed the Holder and finally to principal last maturing under the Note.

(d) Principal Payments. The principal of the Note shall be due on each May 1 as provided in the Note.

Section 3.03. Adjustment to Note Rate. The Note Rate shall be subject to adjustment by the Holder as hereinafter described.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the Agency agrees to pay to the Holder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the Note without considering the Determination of Taxability that has been paid to the Holder, plus (ii) any penalties and interest paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability.

The Holder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such

adjustment. Adjustments pursuant hereto may be retroactive. The Holder shall certify to the City in writing the additional amount, if any, due to the Holder as a result of an adjustment pursuant hereto, which certification shall be conclusive absent manifest error. Notwithstanding any provision here to the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Creation and Application of Moneys in Restricted Surplus Account. There is hereby created the Restricted Surplus Account into which $600,000 shall be deposited in connection with the issuance and delivery of the Note. Funds on deposit in the Restricted Surplus Account shall be used to pay debt service on the Note to the extent Increment Revenues are insufficient therefor. Amounts in the Restricted Surplus Account shall be used only for such purpose and amounts shall be withdrawn from the Restricted Surplus Account to pay debt service on the Note prior to seeking payments from the City pursuant to the Interlocal Agreement.

Section 3.05. Conditions Precedent to Issuance of Notes. Prior to or simultaneously with the issuance of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the Agency and the City substantially to the effect that (i) the Resolution has been duly adopted by the Agency, the City Resolution has been duly adopted by the City and this Agreement, the Note, the Escrow Deposit Agreement and Interlocal Agreement have been duly authorized, executed and delivered by the Agency and each constitutes a valid, binding and enforceable agreement of the Agency in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the Agency's execution, delivery and performance of this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the Agency and the City, and the Note constitute valid and binding special obligations of the Agency enforceable in accordance with their terms; (iv) the Agency (A) is a community redevelopment agency duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note, this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the Agency a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Agency or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the Agency or its properties are subject; (vi) to the best of such counsel's knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or

enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or affecting the validity or enforceability of any provision of this Agreement, the Escrow Deposit Agreement, the Interlocal Agreement, the Note, or the Resolution or the City Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the Agency or the right of any of its officers to their respective offices; (vii) the Agency has the legal power to refund the Refunded Bonds and to pay associated costs of issuance, to impose and collect the Increment Revenues and to grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the Agency and the City precedent to the issuance of the Note have been complied with and (ix) the Interlocal Agreement has been duly authorized, executed and delivered by the City and constitutes a valid, binding and enforceable agreement of the City in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles.

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the Agency), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the Agency enforceable upon the Agency in accordance with its terms; (ii) the Note is a valid and binding special obligation of the Agency enforceable in accordance with its terms, payable from and secured solely by the sources provided therefor in this Loan Agreement; (iii) assuming compliance by the Agency with certain covenants relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation, and (iv) the Refunded Bonds have been legally defeased.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the Agency;

(d) the original executed Note, Agreement, Interlocal Agreement and Escrow Deposit Agreement; and

(e) such other documents as the Bank reasonably may request of the Agency and the City.

Payment by the Bank of the purchase price of the Note of $11,538,000 shall be conclusive evidence that the provisions of this Section 3.05 have been complied with.

Section 3.06. Registration of Transfer; Assignment of Rights of Bank. The Agency shall keep at its offices the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the Agency together with an assignment duly executed by the Owner thereof or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that each Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the Agency shall execute

and deliver in exchange for each Note a new Note registered in the name of the transferee. In all cases in which a Note shall be transferred hereunder, the Agency shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The Agency may make a reasonable charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the Agency shall be deemed to effect a transfer of the rights and obligations of the applicable transferor or under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Owner under this Agreement and shall be bound by all provisions of this Agreement that are binding upon such Owner. The Agency and the transferor shall execute and record such instruments and take such other actions as the Agency and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of the Owner under this Agreement and the Note.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of a Note; provided, however, that the Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the Agency's receipt of a certificate in form and substance similar to the one included as part of Exhibit A hereto from such proposed transferee. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the Agency shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.07. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such Owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.08. Use of Proceeds of Note Permitted Under Applicable Law. The Agency represents, warrants and covenants that the proceeds of the Note will be used solely to refund the Refunded Bonds and to pay costs of issuance of the Note, and that such use is permitted by applicable law.

Section 3.09. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. Such certificate of the registrar upon the Note shall be conclusive evidence that the Note have been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE AGENCY

Section 4.01. Performance of Covenants. The Agency covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the Agency relating to the Loan, that it will take all necessary steps to receive the Pledged Revenues and any amounts due under the Interlocal Agreement, and that it will do nothing to jeopardize its ability to receive the Pledged Revenues and any amounts due under the Interlocal Agreement.

Section 4.02. Payment of Note.

(a) The Agency covenants that in each Fiscal Year it will promptly upon receipt deposit all Increment Revenues into the Redevelopment Trust Fund and pay from the first available Increment Revenues the principal of and interest on the Note coming due in such Fiscal Year and other costs and expenses due and payable to the Holder(s) under this Agreement at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof. The Agency does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note. The Agency shall not use the Pledged Revenues collected in each Fiscal Year for any purpose other than debt service on the Note until, and only to the extent that, the amount in the Redevelopment Trust Fund equals or exceeds the debt service on the Note in such Fiscal Year.

(b) The Agency additionally covenants that to the extent Pledged Revenues are not sufficient to make any payment due on the Note, the Agency will take all necessary actions required by it under the Interlocal Agreement in order for the City to be required to make the payments the City has agreed to make pursuant to the Interlocal Agreement .

(c) The Note is a special obligation of the Agency payable from and secured solely by the Pledged Revenues and otherwise payable as provided in (b) above. The Note will not constitute a general debt, liability or obligation of the Agency or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. The Note shall not constitute a lien upon any property of the Agency except upon the Pledged Revenues.

Section 4.03. Tax Covenant. The Agency covenants to the purchasers of the Note that the Agency will not make any use of the proceeds of the Note at any time during the respective terms of such Note which, if such use had been reasonably expected on the date the Note were issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Agency will comply with the requirements of the Code and any valid and applicable rules

and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.04. Additional Debt. The Agency will not issue any debt payable on a parity with the Note from any of the Pledged Revenues ("Parity Debt") unless there shall have been obtained and filed with the Agency a statement of the Agency Treasurer or City Finance Director (1) setting forth the amount of the Increment Revenues which have been received by the Agency during the most recent Fiscal Year for which audited financial statements are available; and (2) stating that the amount of the Increment Revenues received during the aforementioned twelve month period equals at least 1.50 times the maximum annual debt service of the Note, any debt then outstanding payable on parity with the Note from the Increment Revenues and the proposed Parity Debt. If any Parity Debt is to be issued with a variable, adjustable, convertible or similar rate that is not fixed in percentage for the entire term of such debt ("Variable Rate Debt") for purposes of determining compliance with the 1.50 times maximum annual debt service provision the interest rate on such Variable Rate Debt shall be the greater of four percent (4%) or the initial interest rate on such Variable Rate Debt plus one percent (1%).

In the event any Parity Debt is to be issued for the purpose of refunding any debt secured by the Pledged Revenues then outstanding, the conditions above shall not apply, provided that the issuance of such Parity Debt shall not result in an increase in the aggregate amount of principal of and interest becoming due in the current Fiscal Year or in any subsequent Fiscal Years.

The Agency shall not issue any debt having a lien on the Pledged Revenues subordinate to the lien thereon of the Note and any Parity Debt without the prior written consent of the Holders of all such senior lien debt.

Section 4.05. Additional Rights and Remedies. If in connection with the issuance of any Parity Debt, any Holder of such Parity Debt is granted (i) any rights or (ii) any event of default or remedy, that is not contained in this Agreement, such right, event of default or remedy shall be deemed to apply hereunder as if expressly set forth herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an "Event of Default:"

(a) payment of the principal of the Note or any other debt secured by the Increment Revenues shall not be made when the same shall become due and payable;

(b) payment of any installment of interest on the Note or any other debt secured by the Increment Revenues shall not be made when the same shall become due and payable; or

(c) the Agency shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for 30 days after written notice shall have been given to the Agency

by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the Agency shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of 30 days, then such period shall be increased to such extent as shall be necessary to enable the Agency to diligently complete such curative action but not to exceed an additional 60 days; or

(d) any proceedings are instituted with the consent or acquiescence of the Agency, for the purpose of effecting a compromise between the Agency and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(e) the Agency admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(f) the Agency is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the Agency, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Agency, a receiver or trustee of the Agency or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Agency or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control; or

(h) a material breach by the Agency of any of the representations or warranties set forth herein.

(i) the occurrence of an Event of Default under the Interlocal Agreement.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Upon the occurrence and during the continuance of an Event of Default, a Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights provided that acceleration of the payments due on the Note shall not be a remedy hereunder. In addition the Noteholder may recover from the Agency

the reasonable fees and expenses of attorneys and other reasonable expenses incurred by it in the collection of payments due or the enforcement of performance of any other obligations of the agency hereunder upon an Event of Default, at all levels of the proceedings whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder 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 any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of Agency, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full except for those obligations under Section 3.03 hereof which survive payment of the Note.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Agency and 100% of the Noteholders.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Agency or the Bank,

shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the Agency:

Community Redevelopment Agency
For The U.S. Highway 441 & 27 Area
501 West Meadow Street
Leesburg, FL 34748
Attention:

(b) As to Bank:

CenterState Bank
175 Cypress Point Parkway
Palm Coast, FL 32164
Attention: Garry Lubi

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Any party may, by notice sent to the others, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Agency and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Agency and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Agency to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Non Business Days. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall not be a Business Day, then payment of such interest or principal shall be made on the next

succeeding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Agency in connection herewith, no present or future Commissioner of the Agency or any officer, employee or agent of the Agency shall be liable in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Agency or any successor to the Agency, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Waiver of Jury Trial. THE BANK AND THE AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE RESOLUTION, THIS AGREEMENT, THE NOTE OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibits hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

U.S. HIGHWAY 441 & 27 AREA COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chairperson

ATTEST:

_____
Secretary

Approved As To Form and Correctness:

_____
Agency Attorney

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____
Print Name: Garry Lubi
Title: Senior Vice President

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED.

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

Principal	Maturity Date	Note Rate	Dated Date
$	May 1, 2036	2.59%	December 8, 2016

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA (the "Agency" or the "Issuer"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of CENTERSTATE BANK OF FLORIDA, N.A., a national banking association (the "Bank"), or its successors or assigns (the "Holder") at 175 Cypress Point Parkway, Palm Coast, Florida 32164, at or at such place as the Holder may from time to time designate in writing the Principal Sum stated above on the Maturity Date stated above, except to the extent principal has been paid prior to the Maturity Date by redemption or otherwise, together with any accrued and unpaid interest, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2017, until payment of said principal sum has been made or provided for, at the Note Rate. Payments of principal on this Note are due on each May 1 as set forth on Exhibit A hereto. Payments due hereunder 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, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the Agency or otherwise as the Agency and the Holder may agree.

Any payment on this Note not paid within 10 days of the due date shall be subject to a late charge of five percent (5.0%) of the delinquent amount until paid.

The Note Rate may be adjusted in accordance with Sections 3.03 of that certain Loan Agreement by and between the Bank and the Agency, dated as of December 8, 2016 (the "Agreement").

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Following the occurrence and during the continuance of any Event of Default, as defined in the Agreement, this Note shall bear interest at the Default Rate, as defined in the Agreement. All interest on this Note shall be computed on the basis of a 360 day year of 12, 30-day months.

This Note is a limited, special obligation of the Agency, secured solely by a lien upon and pledge of the Pledged Revenues, as defined and described and in the manner provided in the Agreement.

Pursuant to the Interlocal Agreement the City of Leesburg, Florida has agreed to make payments to the Agency as provided in the Interlocal Agreement to the extent Pledged Revenues are insufficient to make payments on this Note when due.

This Note may be prepaid by the Agency iu whole or in part, on any date as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed without any prepayment penalty or fee, plus accrued interest to the prepayment date upon ten (10) days prior notice to the Holder.

Notice having been given as provided above, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender and exchange (if prepayment is part) of this Note to the office of the Registrar. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the laws of the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Agency greater than the amount contracted for herein. In the event this Note is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or Resolution.

THIS NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE AGENCY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES AND AS OTHERWISE PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR TAXATION IN ANY FORM TO PAY THIS NOTE OR THE INTEREST HEREON.

Upon the occurrence of an Event of Default the Holder of the Note shall also have such remedies as described in the Agreement.

The Agency hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has caused this Note to be signed by its Chairman, either manually or with facsimile signature, and attested by its Secretary, either manually or with facsimile signature, and this Note to be dated the Dated Date set forth above.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

ATTEST:

By:_____
Chairperson

_____
Secretary

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This 2016 Note is being delivered pursuant to the within mentioned Agreement.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA, as Authenticating Agent

By: _____
Secretary

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within 2016 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within 2016 Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Holder: _____

By: _____

EXHIBIT A

NOTE - PRINCIPAL REPAYMENT SCHEDULE

Date	Amount
2017	$60,000
2018	70,000
2019	80,000
2020	195,000
2021	210,000
2022	607,000
2023	622,000
2024	638,000
2025	655,000
2026	672,000
2027	689,000
2028	707,000
2029	725,000
2030	744,000
2031	764,000
2032	783,000
2033	804,000
2034	824,000
2035	846,000
2036	868,000

PURCHASER'S CERTIFICATE

Community Redevelopment Agency for the
U.S. Highway 441 & 27 Area (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") dated December 8, 2016, consisting of one typewritten 2016 Note, hereby certifies that we have been provided (a) a copy of Agency's Resolution No. 30, adopted by the Agency on November 28, 2016, authorizing the issuance of the 2016 Note (the "Resolution"), (b) the Loan Agreement dated as of December 8, 2016, between the Agency and us as assignee (the "Agreement"), (c) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) the Agency and the City and, (d) that Interlocal Agreement dated December 8, 2016 between the Agency and the City of Leesburg, Florida (the "City") and the 2016 Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of said 2016 Note.

We hereby make the following representations, which representations may be relied upon by the City:

A. We are aware:

(i) that investment in the 2016 Note involves various risks;

(ii) that the 2016 Note is not a general obligation of the Agency; and

(iii) that the principal or premium, if any, and interest on the 2016 Note is payable solely from the Pledged Revenues and other sources as provided in the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document was prepared or is being used in connection with the offering or sale of the 2016 Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the 2016 Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with the sale of the 2016 Note. We do not require any further information or data incident to our purchase of the 2016 Note.

C. In purchasing the 2016 Note, we have relied solely upon our own investigation, examination, and evaluation of the Agency, the Pledged Revenues and other relevant matters.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the 2016 Note and have determined that we can bear the economic risk of our investment in the 2016 Note.

E. We acknowledge the understanding that the 2016 Note is not registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not qualified under the Trust Indenture Act of 1939, as amended, and that the Agency has no obligation to effect any such registration or qualification.

F. We are not acting as a bond house, broker or other intermediary, in our purchase of the 2016 Note. Although we retain the right to transfer the 2016 Note in the future, we understand that the 2016 Note may not be readily tradable.

G. We have received all documents requested by us incident to our purchase of the 2016 Note.

H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

Signed as of the _____ day of _____, _____.

[ ]

By: _____
Authorized Officer

INSTRUMENT#: 2016125952 OR BK 4872 PG 1124 PAGES: 12 12/7/2016 12:57:33 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $103.50

ORIGINAL

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael D. Williams
Akerman LLP
420 South Orange Avenue
P.O. Box 231
Orlando, FL 32801

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**CITY OF LEESBURG, FLORIDA/
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
INTERLOCAL AGREEMENT**

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016**

December 8, 2016

APPROVED BY:

City of Leesburg
City Commission
November 28, 2016

Community Redevelopment Agency for
the U.S. Highway 441 & 27 Area
November 28, 2016

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Michael D. Williams
Akerman LLP
420 South Orange Avenue
P.O. Box 231
Orlando, FL 32801

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

Electronically Recorded
County Lake
Ref 2016125952
Date 12/7/2016
By Joan Scrager
Akerman LLP

**CITY OF LEESBURG, FLORIDA/
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
INTERLOCAL AGREEMENT**

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016**

December 8, 2016

APPROVED BY:

City of Leesburg
City Commission
November 28, 2016

Community Redevelopment Agency for
the U.S. Highway 441 & 27 Area
November 28, 2016

CITY OF LEESBURG, FLORIDA/
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
INTERLOCAL AGREEMENT

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016
(the "2016 Note")

December 8, 2016

This Interlocal Agreement (the "Interlocal Agreement") is made and entered into this 8th day of December, 2016, by and among the **City of Leesburg, Florida**, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and **Community Redevelopment Agency for the U.S. Highway 441 & 27 Area**, a political body corporate and politic created, existing and operating under Part III of Chapter 163 of Florida Statutes (the "Ageney").

RECITALS

WHEREAS, the City and the Agency have determined that it is in the best interests of the City, particularly that area of the City consisting of the Redevelopment Area of the Agency, to refund all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 (the "Refunded Bonds"); and

WHEREAS, it is the purpose and the intent of the parties hereto to enter into this Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969 to permit the City and the Agency to make efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the resources provided herein for the refunding of the Refunded Bonds; and

WHEREAS, the City has by Ordinance No. 06-45 of the City created the redevelopment trust fund of the Agency and has provided for the funding of such trust fund until the time set forth in the eommunity redevelopment plan; and

WHEREAS, the Agency, subject among other matters to the City entering into this Interlocal Agreement, has agreed to issue its Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") for the purpose of refunding the Refunded Bonds; and

WHEREAS, the City has approved the execution and delivery of this Interlocal Agreement by the City pursuant to City Resolution No. 9922 adopted on November 28, 2016 (the "City Resolution") and the Agency has approved the execution and delivery of this Interlocal Agreement by the Agency pursuant to its Resolution No. 30 adopted on November 28, 2016 (the "Agency Resolution").

ARTICLE I

AUTHORITY AND CAPITALIZED TERMS

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and laws of the State of Florida, including expressly but not limited to, the authority of Section 163.01, Florida Statutes. Capitalized terms not defined herein have the meaning ascribed to them in the Agency Resolution, the City Resolution or that Loan Agreement dated as of the date hereof between the Agency and CenterState Bank of Florida, N.A. entered into in connection with the issuance of the 2016 Note.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

Section 2.1 REPRESENTATIONS AND WARRANTIES. The City makes the following representations and warranties for the benefit of the Agency and the holders of the Bonds:

(a) PENDING LITIGATION. There are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City in any court or before any governmental authority or arbitration board or tribunal (i) with respect to any of the transactions contemplated hereby or (ii) that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the City in a manner that will materially adversely affect the ability of the City to make the payments under this Interlocal Agreement when and as the same become due and payable or would materially and adversely affect the existence or powers or ability of the City to enter into and perform its obligations under this Interlocal Agreement.

(b) BORROWING LEGAL AND AUTHORIZED. The execution and delivery of this Interlocal Agreement and the consummation of the transactions provided for in this Interlocal Agreement and compliance by the City with the provisions of this Interlocal Agreement:

(1) are within the powers of the City and have been duly and effectively authorized by all necessary action on the part of the City; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, or other agreement or instrument, or restriction to which the City is a party or by which the City, its properties or operations may be bound or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge,

or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Interlocal Agreement or the City's ability to perform fully its obligations under this Interlocal Agreement; or any laws, ordinances, governmental rules or regulations or court orders to which the City, its properties or operations are or may be bound.

(c) NO DEFAULTS. No event has occurred and no condition exists that constitutes an event of default under any indenture or other agreement or instrument to which the City is a party, or which, upon the execution and delivery of this Interlocal Agreement and/or the passage of time or giving of notice or both, would constitute an event of default under any indenture or other agreement or instrument to which the City is a party. The City is not in violation in any material respect, and has not received notice of any claimed violation which will have any material adverse effect on the ability of the City to perform its obligations hereunder or under the terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound.

(d) COMPLIANCE WITH LAW. The City is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to the execution of this Interlocal Agreement and the performance by the City of its obligations hereunder.

(e) ENFORCEABILITY. This Interlocal Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting enforceability of creditors' rights generally and to the application of equitable principles if equitable remedies are sought.

(f) TAX COVENANTS. Each of the City and the Agency agrees that it will not take any action or omit to take any action, which action will adversely affect the exclusion from gross income of interest on the 2016 Note or amounts paid under this Interlocal Agreement for federal income tax purposes and in the event any such action or omission is discovered by such party or shall be brought to its attention, the non-complying party shall, at its sole expense and promptly upon discovering such action or having any such action brought to its attention, take such reasonable actions as may rescind or otherwise negate or cure such action or omission.

(g) OTHER OBLIGATIONS. Other than as set forth in that Interlocal Agreement executed by the City in connection with the issuance by the Greater Leesburg Community Redevelopment Agency of its Redevelopment Revenue Note, Series 2015, except as provided in that Loan Agreement dated as of October 2, 2009 between the City and Branch Banking and Trust Company entered into in connection with the issuance by the City of its Capital Improvement Revenue Refunding Note, Series 2009 and except as provided in that Loan Agreement dated as of November 3, 2009 between the City and Bank of America, N.A. entered into in connection with the issuance by the City of its Capital Improvement Promissory Note (Magnolia Townhomes) the City has not previously agreed to budget and appropriate any or all of its Non-Ad Valorem Revenues (as defined in Section 2.3 hereof) to secure any indebtedness.

Section 2.2 COVENANTS OF THE AGENCY.

(a) The Agency hereby covenants that by March 1 of each year it shall deliver to the City and the Holders of the 2016 Note a certificate executed by an officer of the Agency stating whether Increment Revenues and available amounts in the Restricted Surplus Account shall be sufficient to make all payments due on May 1 and November 1 of such year. If such amounts shall not be sufficient for such purpose, the certificate shall indicate the amount of such insufficiency.

(b) The Agency hereby agrees to reimburse the City the amount of any payment made by the City pursuant to Section 2.3(a) below from the first legally available money of the Agency but only after the Agency has provided for all payments and deposits required in such year due on the 2016 Note.

Section 2.3 COVENANTS OF THE CITY. The City makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the term of this Interlocal Agreement:

(a) COVENANT TO BUDGET AND APPROPRIATE. Should the certificate of the Agency referenced in 2.2 above certify that a Deficiency will exist, the City covenants and agrees no later than March 20 immediately following notice of the Deficiency to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, an amount equal to the Deficiency. For purposes of this Agreement, "Non-Ad Valorem Revenues" means all non-ad valorem revenues of the City that are legally available to make the payments required herein, except for (i) revenues of any enterprise fund of the City, unless and until such revenues are transferred from such enterprise fund to the City's general fund, and (ii) Non-Ad Valorem Revenues required to pay or make provision for the payment of the Costs of Essential Services(as defined below). Such covenant and agreement on the part of the City to budget and appropriate the amount of any Deficiency shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid to the Agency. No lien upon or pledge of such Non-Ad Valorem Revenues shall be created by this Interlocal Agreement until such moneys are budgeted and appropriated and paid to the Agency. The City shall pay to the Agency from Non-Ad Valorem Revenues so budgeted and appropriated the amount of the Deficiency and the Agency hereby agrees to apply such amount to the most immediate payments due on the 2016 Note. The City further acknowledges and agrees that the obligations of the City to include the amount of any Deficiency in payments in each of its annual budgets and to pay such amounts from legally available Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

A failure of the Agency to deliver to the City by March 1 a certificate indicating a "Deficiency" shall not relieve the City of its covenant provided above to appropriate Non-Ad Valorem Revenues in an amount equal to the Deficiency; however, the City shall not be required to budget and appropriate Non-Ad valorem Revenues until 20 days after the Deficiency Notice is received.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the 2016 Note or the Agency a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes and other debt instruments). Anything in this Interlocal Agreement to the contrary notwithstanding, it is understood and agreed that the obligations of the City under this section shall be payable from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and 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 City and no holder of the 2016 Note or the Agency nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Interlocal Agreement to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. This Interlocal Agreement shall not be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but the City's obligations hereunder shall be payable solely as provided herein and is subject in all respects to the provisions of Florida law which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues, and is subject, further, to the payment of services and programs which are for Costs of Essential Services (as defined below).

"Costs of Essential Services" shall mean the cost of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

(b) FURTHER ASSURANCE. The City shall execute and deliver to the Agency, all such documents and instruments and do all such other acts and things as may be reasonably necessary or required by the Agency to enable it to exercise and enforce its rights under this Interlocal Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by any of them to validate, preserve and protect its position under this Interlocal Agreement.

(c) SPECIAL COVENANTS AND FINANCIAL RATIOS. As a condition precedent to the issuance of any debt or the incurrence of any other obligations for borrowed money which are secured by and/or payable solely from the City's covenant to budget and appropriate Non Ad-Valorem Revenues as described in (a) above, the City agrees to deliver to the Owner of the 2016 Note a certificate executed by the City Manager and City Finance Director setting forth the calculations of the financial ratios provided below and certifying that it is in compliance with the following:

(i) the average of the Available Non-Ad Valorem Revenues for the two most recent Fiscal Years for which audited financial statements of the City are available is equal to or greater than 2.00x the projected maximum annual debt service (not reduced

by any payments made or expected to be made from sources other than Available Non-Ad Valorem Revenues) on the proposed debt or obligations and the other debt and obligations secured by and/or payable from all or a portion of Available Non-Ad Valorem Revenues to be outstanding following the issuance of the proposed debt or obligations; and

(ii) (A) the Available Non-Ad Valorem Revenues for the most recent Fiscal Year for which audited financial statements of the City are available, less (B) the product of (I) the quotient of such Available Non-Ad Valorem Revenues divided by the Non-Enterprise Fund Revenues for such Fiscal Year, multiplied by (II) the Costs of Essential Services for such Fiscal Year, and less (C) the maximum annual debt service on debt and obligations secured by an express lien on all or a portion of the Available Non-Ad Valorem Revenues to be outstanding following the issuance of the proposed debt or obligations is equal to or greater than 1.25x the Maximum Annual Covenant Debt Service with respect to debt and obligations to be outstanding following the issuance of the proposed debt or obligations. [Available Non-Ad Valorem Revenues – ((Available Non-Ad Valorem Revenues ÷ Non-Enterprise Fund Revenues) x (Costs of Essential Services)) – maximum annual debt service secured by lien on Available Non-Ad Valorem Revenues is equal to no greater than 1.25x Maximum Annual Covenant Debt Service].

For purposes of this section, the following definitions apply:

"Available Non-Ad Valorem Revenues" shall mean all legally available non-ad valorem revenues inclusive of any non-ad valorem revenues pledged to pay debt service on any debt or obligations of the City except for revenues of any enterprise fund of the City but inclusive of any enterprise fund revenues transferred to the City's general fund which are legally available to make the payments required herein.

"Non-Enterprise Fund Revenues" shall mean all available revenues and receipts of the City (excluding revenues of any enterprise fund of the City, but including any enterprise fund revenues transferred to the City's general fund), which are legally available for the payment of Costs of Essential Services.

"Costs of Essential Services" shall mean the cost of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

"Maximum Annual Covenant Debt Service" shall mean the maximum annual debt service on debt and obligations secured by a covenant to budget and appropriate Available Non-Ad Valorem Revenues for the payment thereof, or that are unsecured and expected by the City to be paid from Available Non-Ad Valorem Revenues. For such purposes and for purposes of clause (i) above, maximum annual debt service shall not be reduced by any payments thereof made or expected to be made from sources other than Available Non-Ad Valorem Revenues.

(d) For the purpose of calculating maximum annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the

greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30 Year Index or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the City. Notwithstanding anything herein to the contrary, the provisions of this Section 2.3(c) may be amended, supplemented, or waived from time to time only with the prior written consent of the owner of the 2016 Note.

ARTICLE III

LOAN TERM AND TERMINATION

Section 3.1 COMMENCEMENT OF TERM. The City's obligations under this Interlocal Agreement shall commence on the date hereof unless otherwise provided in this Interlocal Agreement.

Section 3.2 TERMINATION. This Interlocal Agreement shall terminate upon payment in full of the 2016 Note or the defeasance thereof in accordance with the provisions thereof and the performance of all other obligations hereunder.

ARTICLE IV

NATURE OF CITY OBLIGATIONS

Section 4.1 PAYMENT CURRENCY. The City shall pay to the Agency payments due hereunder in lawful money of the United States of America.

Section 4.2 OBLIGATIONS. The obligation of the City to make the payments due hereunder and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as otherwise expressly provided in this Interlocal Agreement and applicable provisions of law. Notwithstanding any dispute between the Agency and the City but subject to the foregoing, the City shall make all payments due hereunder when due and shall not withhold any such payments or any other amounts pending final resolution of such dispute nor shall the City assert any right of setoff or counterclaim against its obligation to make such payments required under this Interlocal Agreement.

ARTICLE V

ASSIGNMENT

Section 5.1 ASSIGNMENT BY CITY. This Interlocal Agreement may not be assigned by the City for any reason without the express prior written consent of the Agency and Holders of the 2016 Note.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Interlocal Agreement and the terms "Event of Default" and "Default" shall

mean (except where the context clearly indicates otherwise), whenever they are used in this Interlocal Agreement, any one or more of the following events:

(a) Failure by the City to timely pay any payment to be paid hereunder on the date on which it is due and payable;

(b) Any provision of this Interlocal Agreement material to the performance of the obligations of the City hereunder shall be contested by the City or the City shall deny that it has any or further liability or obligation hereunder; and

(c) Any act of bankruptcy is filed against the City and is not dismissed, vacated, or stayed on appeal within 90 days of such filing.

Section 6.2 NOTICE OF DEFAULT. The City agrees to give the Agency prompt written notice if any petition, assignment, appointment or possession referred to in Section 6.1(b) and 6.1(c) is filed by or against the City or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

Section 6.3 REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the Agency and Holders of the 2016 Note have the right, at its option without any further demand or notice, to take whatever other action at law or in equity, by mandamus or otherwise, may appear necessary or desirable to collect amounts then due hereunder or to enforce any other of its or their rights hereunder provided that nothing hereunder shall constitute a general obligation as a pledge of the taxing power of the City.

Section 6.4 ATTORNEYS' FEES AND OTHER EXPENSES. The City shall, on demand, pay to the Agency and Holders of the 2016 Note the reasonable fees and expenses of attorneys and other reasonable expenses incurred by it in the collection of payments due or the enforcement of performance of any other obligations of the City hereunder upon an Event of Default, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise. The provisions of this Section 6.4 shall survive the termination of this Interlocal Agreement and the payment in full of the City's obligations hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by first-class mail, registered or certified mail, postage prepaid, to the parties at the following address:

The City:

City of Leesburg, Florida
501 W Meadow Street
Leesburg, FL 34748
Attention: City Manager and
Finance Director
Telephone: (352)728-9714

The Agency:

Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area
501 W Meadow Street
Leesburg, FL 34748
Attention: Chairman and Secretary

Telephone: (352)728-9714

Section 7.2 BINDING EFFECT. This Interlocal Agreement shall inure to the benefit of and shall be binding upon the City and the Agency and their respective successors and assigns. In consideration of the purchase and acceptance of any or all of the 2016 Note by those who shall hold the same from time to time, the provisions of this Interlocal Agreement shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the 2016 Note. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Holders of any and all of the 2016 Note.

Section 7.3 SEVERABILITY. In the event any provision of the Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Interlocal Agreement shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto and the Holders of the 2016 Note.

Section 7.5 EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the law of the State of Florida.

Section 7.7 CONSENTS AND APPROVALS. Whenever written consent or approval shall be required under the provisions of this Interlocal Agreement, such consent or approval may be given by an authorized officer of the City and/or Agency.

Section 7.8 IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF CITY AND AGENCY. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Interlocal Agreement against any past, present or future officer, member, employee, director or agent of the City or the Agency as such, either directly or through the City or the Agency, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such

liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Interlocal Agreement.

Section 7.9 CAPTIONS. The captions or headings in this Interlocal Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Interlocal Agreement.

Section 7.10 NO PECUNIARY LIABILITY OF CITY OR AGENCY. No provision, covenant or agreement contained in this Interlocal Agreement, or any obligation herein imposed upon the City or the Agency, or the breach thereof, shall constitute an indebtedness or liability of the State of Florida or any political subdivision of the State of Florida or any public corporation or governmental agency existing under the laws thereof other than the City.

Section 7.11 PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Interlocal Agreement, shall be other than on a Business Day such payments shall be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Interlocal Agreement.

Section 7.12 PUBLIC AGENCIES. At all times prior to and during the term of this Interlocal Agreement, the City and Agency shall constitute "public agencies" as that term is defined in section 163.01(3)(b), Florida Statutes, and each of the City and this Agency have in common the power and authority to separately issue obligations like the 2016 Note in order to provide financing of the Project.

[SIGNATURES ON FOLLOWING PAGE]

Section 7.13 FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Lake County, Florida, all in accordance with Chapter 163, Part I, Florida Statutes.

IN WITNESS WHEREOF, Community Redevelopment Agency for the U.S. Highway 441 & 27 Area has caused this Interlocal Agreement to be executed in its corporate name and attested by its duly authorized officers and City of Leesburg, Florida has caused this Interlocal Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers as of the date first above written.

ATTEST:

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

By: _____
Secretary

By: _____
Chairman

Approved as to Form and Correctness

_____
Agency Counsel

CITY OF LEESBURG

ATTEST:

By: _____
Title: Mayor

By: _____
City Clerk

Approved as to Form and Correctness

_____
City Attorney

No. 5

INCUMBENCY CERTIFICATE

The undersigned, Andi Purvis, the duly appointed, qualified and acting City Clerk of the City of Leesburg, Florida (the "City") and Secretary of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area, Leesburg, Florida (the "Agency") and the keeper of the records of the City and the Agency, HEREBY CERTIFIES that:

The following are now the duly appointed or elected, qualified and acting indicated officers of the City and the Agency:

Jay Hurley, Mayor of the City and Chairman of the Agency
Al Minner, City Manager
Fred Morrison of Mclin & Burnsed P.A., City and Agency Attorney
Bill Spinelli, CPA, City Finance Director and Agency Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of December, 2016.

Julie Purvis

City Clerk, City of Leesburg, Florida and Secretary of the Agency

I, Bill Spinelli, Finance Director for the City of Leesburg, Florida and Treasurer of the Agency, do hereby certify that Andi Purvis is a duly qualified City Clerk of the City of Leesburg, Florida and Secretary of the Agency.

Finance Director for the City of Leesburg, Florida and Treasurer of the Agency

No. 6

CERTIFICATE AS TO SPECIMEN NOTE

The undersigned, duly appointed, qualified and acting Secretary of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Agency") HEREBY CERTIFY that attached hereto as an exhibit is a specimen of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 dated December 8, 2016 (the "Note"), in fully registered form, which specimen is identical in all respects, except as to execution and authentication, to the Note this day delivered for the account of CenterState Bank of Florida, N.A.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of December, 2016.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

Julie Rivin

Secretary

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

Principal	Maturity Date	Note Rate	Dated Date
$11,563,000	May 1, 2036	2.59%	December 8, 2016

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA (the "Agency" or the "Issuer"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of CENTERSTATE BANK OF FLORIDA, N.A., a national banking association (the "Bank"), or its successors or assigns (the "Holder") at 175 Cypress Point Parkway, Palm Coast, Florida 32164, at or at such place as the Holder may from time to time designate in writing the Principal Sum stated above on the Maturity Date stated above, except to the extent principal has been paid prior to the Maturity Date by redemption or otherwise, together with any accrued and unpaid interest, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2017, until payment of said principal sum has been made or provided for, at the Note Rate. Payments of principal on this Note are due on each May 1 as set forth on Exhibit A hereto. Payments due hereunder 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, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the Agency or otherwise as the Agency and the Holder may agree.

Any payment on this Note not paid within 10 days of the due date shall be subject to a late charge of five percent (5.0%) of the delinquent amount until paid.

The Note Rate may be adjusted in accordance with Sections 3.03 of that certain Loan Agreement by and between the Bank and the Agency, dated as of December 8, 2016 (the "Agreement").

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Following the occurrence and during the continuance of any Event of Default, as defined in the Agreement, this Note shall bear interest at the Default Rate, as defined in the Agreement. All interest on this Note shall be computed on the basis of a 360 day year of 12, 30-day months.

This Note is a limited, special obligation of the Agency, secured solely by a lien upon and pledge of the Pledged Revenues, as defined and described and in the manner provided in the Agreement.

SPECIMEN

Pursuant to the Interlocal Agreement the City of Leesburg, Florida has agreed to make payments to the Agency as provided in the Interlocal Agreement to the extent Pledged Revenues are insufficient to make payments on this Note when due.

This Note may be prepaid by the Agency in whole or in part, on any date as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed without any prepayment penalty or fee, plus accrued interest to the prepayment date upon ten (10) days prior notice to the Holder.

Notice having been given as provided above, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount, and the amount of principal and interest then due and payable shall be paid upon presentation and surrender and exchange (if prepayment is part) of this Note to the office of the Registrar. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the laws of the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Agency greater than the amount contracted for herein. In the event this Note is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws, and excess interest, if any, shall be cancelled automatically as of the date of such prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or Resolution.

THIS NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE AGENCY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES AND AS OTHERWISE PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR TAXATION IN ANY FORM TO PAY THIS NOTE OR THE INTEREST HEREON.

Upon the occurrence of an Event of Default the Holder of the Note shall also have such remedies as described in the Agreement.

SPECIMEN

The Agency hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

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SPECIMEN

IN WITNESS WHEREOF, the Agency has caused this Note to be signed by its Chairman, either manually or with facsimile signature, and attested by its Secretary, either manually or with facsimile signature, and this Note to be dated the Dated Date set forth above.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

ATTEST:

By:_____
Chairperson

_____
Secretary

SPECIMEN

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This 2016 Note is being delivered pursuant to the within mentioned Agreement.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA, as Authenticating Agent

By: _____
Secretary

SPECIMEN

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within 2016 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within 2016 Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Holder: _____

By: _____

SPECIMEN

EXHIBIT A

NOTE - PRINCIPAL REPAYMENT SCHEDULE

Date	Amount
2017	$60,000
2018	70,000
2019	80,000
2020	195,000
2021	210,000
2022	607,000
2023	622,000
2024	638,000
2025	655,000
2026	672,000
2027	689,000
2028	707,000
2029	725,000
2030	744,000
2031	764,000
2032	783,000
2033	804,000
2034	824,000
2035	846,000
2036	868,000

SPECIMEN

PURCHASER'S CERTIFICATE

Community Redevelopment Agency for the
U.S. Highway 441 & 27 Area (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") dated December 8, 2016, consisting of one typewritten 2016 Note, hereby certifies that we have been provided (a) a copy of Agency's Resolution No. 30, adopted by the Agency on November 28, 2016, authorizing the issuance of the 2016 Note (the "Resolution"), (b) the Loan Agreement dated as of December 8, 2016, between the Agency and us as assignee (the "Agreement"), (c) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) the Agency and the City and, (d) that Interlocal Agreement dated December 8, 2016 between the Agency and the City of Leesburg, Florida (the "City") and the 2016 Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of said 2016 Note.

We hereby make the following representations, which representations may be relied upon by the City:

A. We are aware:

(i) that investment in the 2016 Note involves various risks;

(ii) that the 2016 Note is not a general obligation of the Agency; and

(iii) that the principal or premium, if any, and interest on the 2016 Note is payable solely from the Pledged Revenues and other sources as provided in the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document was prepared or is being used in connection with the offering or sale of the 2016 Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the 2016 Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with the sale of the 2016 Note. We do not require any further information or data incident to our purchase of the 2016 Note.

SPECIMEN

C. In purchasing the 2016 Note, we have relied solely upon our own investigation, examination, and evaluation of the Agency, the Pledged Revenues and other relevant matters.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the 2016 Note and have determined that we can bear the economic risk of our investment in the 2016 Note.

E. We acknowledge the understanding that the 2016 Note is not registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not qualified under the Trust Indenture Act of 1939, as amended, and that the Agency has no obligation to effect any such registration or qualification.

F. We are not acting as a bond house, broker or other intermediary, in our purchase of the 2016 Note. Although we retain the right to transfer the 2016 Note in the future, we understand that the 2016 Note may not be readily tradable.

G. We have received all documents requested by us incident to our purchase of the 2016 Note.

H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

Signed as of the _____ day of _____, _____.

[ ]

By: _____
Authorized Officer

SPECIMEN

CLOSING CERTIFICATE OF THE AGENCY

The undersigned Chairman and Secretary of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency") do hereby certify in connection with the issuance by the Agency on the date hereof of the Agency's Tax Increment Revenue Refunding Note, Series 2016 (the "Note"), to the best of our knowledge, as follows:

1. There is no litigation of which we have notice, and to the best of our knowledge, no litigation is pending or threatened (a) to restrain or enjoin the issuance or delivery of the Note, (b) in any way contesting or affecting the validity of the Agreement, the Interlocal Agreement or the Resolution; (c) in any way contesting the existence or powers of the Agency; (d) to restrain or enjoin the ability of the Agency to perform under the Resolution, the Interlocal Agreement, or the Agreement; or (e) which may result in any material adverse change in the business, property, assets, or financial condition of the Agency or materially impair the ability of the Agency to perform its obligations under the Resolution, the Interlocal Agreement or the Agreement.

2. The Agency is not now and has not been in default as to principal or interest on any debt obligation issued or guaranteed by the Agency since December 31, 1975, to which Agency revenues are pledged.

3. All representations of the Agency in the Agreement are true and correct in all material respects as of the date hereof.

4. The Agency is presently in compliance with all agreements and has satisfied all conditions on its part to be observed or satisfied under the Resolution, the Interlocal Agreement and the Agreement at or prior to the date hereof.

5. The projects financed with proceeds of the Refunded Bonds are in the "community redevelopment area" of the Agency and within the limits of the City.

6. The Agency has been duly created and was established on February 23, 2006 and is duly existing as a community redevelopment agency.

7. The "community redevelopment plan" for the community redevelopment area has been duly adopted.

8. The expiration date of the community redevelopment plan is September 30, 2036.

9. Pursuant to Ordinance No. 06-45 of the City, the City provided for the funding of the redevelopment trust fund for the duration of the community redevelopment plan. Such ordinance was adopted after the City approved the community redevelopment plan.

10. In accordance with Florida Statutes Section 163.346, public notice of the adoption of the Resolution was given at least ten (10) days prior to its adoption, and at least fifteen (15) days notice of the proposed issuance of the Note was given by registered mail to each taxing authority which levies taxes on taxable real property within the boundaries of the redevelopment area other than the Lake County School District.

11. Any written information, reports and other papers and data prepared by the Agency and furnished to the Bank in regard to the Note were, at the time the same were so furnished, complete and correct in all material respects to the extent necessary to give the Bank a true and accurate knowledge of the subject matter thereof. There is no fact, circumstance or condition that has not been disclosed to the Bank in writing by the Agency which materially and adversely affects or, as far as the Agency can now foresee, will materially and adversely affect (i) the Increment Revenues or (ii) the validity or enforceability of, or the authority or ability of the Agency to perform its obligations under, the Resolution or the Note or the Agreement.

12. The Note was signed with the manual signatures of the Chairman and the Secretary who are authorized to execute debt obligations on behalf of the Agency.

13. The information provided to Akerman LLP, Bond Counsel to the Agency, for preparation of Internal Revenue Service Form 8038-G is correct and Bond Counsel is hereby requested to prepare and submit said Form 8038-G.

14. None of the proceeds of the Refunded Bonds were expended to

a. construct or expand administrative buildings for public bodies or police and fire buildings;

b. to install, construct, reconstruct, repair, or alter any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the Agency's community redevelopment plan by the City pursuant to a previously approved public capital improvement or project schedule or plan of the City; or

c. General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.

15. Tax Increment Revenues were first deposited in the Agency's redevelopment trust fund in the fiscal year ended September 30, 2006.

Any terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement dated as of the date hereof between the Agency and the CenterState Bank of Florida, N.A. (the "Agreement").

IN WITNESS WHEREOF, we have hereunto set our hands as of this 8th day of December, 2016.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

Chairman

Secretary

ACCEPTANCE OF DUTIES OF
REGISTRAR AND PAYING AGENT

The undersigned, J. Andi Purvis, Secretary of Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Agency"), hereby accepts on behalf of the Agency the duties of the registrar and paying agent, in connection with the Agency's Tax Increment Revenue Refunding Note, Series 2016 dated the date hereof.

Dated: December 8, 2016

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA

Julie Purvis
Secretary

No. 9

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT, dated as of December 8, 2016, by and between **COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA**, a political body corporate and politic created, existing and operating under Chapter 163, Part III, Florida Statutes (the "Agency"), and **U.S. BANK NATIONAL ASSOCIATION** (the "Escrow Agent"), a national banking association organized and existing under the laws of the United States of America, as Escrow Agent hereunder.

WHEREAS, the Agency issued on November 12, 2009 its Tax Increment Revenue Bonds, Series 2009 (the "2009 Bonds") pursuant to Agency Resolution No. 10 (the "Refunded Bonds Resolution"); and

WHEREAS, the Refunded Bonds Resolution provides in Section 13.01 thereof that the 2009 Bonds shall be deemed to have been paid within the meaning and with the effect expressed in such resolution upon compliance by the Agency with the provisions of said Section 13.01, which provisions the Agency hereby represents have not been amended or supplemented; and

WHEREAS, the Agency has determined to issue, pursuant to Agency Resolution No. 30 as approved by City of Leesburg Resolution No. 9922, both adopted by the applicable entity on November 28, 2016 (collectively, the "Resolutions") its $11,563,000 aggregate principal amount of Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") for the principal purpose of defeasing all of the 2009 Bonds (the "Refunded Bonds"); and

WHEREAS, a portion of the proceeds of the 2016 Note will be used to buy Refunding Securities (as defined in the Refunded Bonds Resolution) in order to provide, together with the uninvested amounts in the Escrow Fund, payment for the Refunded Bonds as provided herein and to discharge and satisfy the covenants, agreements and other obligations of the Agency under the Refunded Bonds Resolution in regard to such Refunded Bonds; and

WHEREAS, the issuance of the 2016 Note, the purchase by the Escrow Agent of the hereinafter defined Escrow Securities, the deposit of such Escrow Securities and cash into the Escrow Fund to be held by the Escrow Agent and the discharge and satisfaction of the covenants, agreements and other obligations of the Agency under the Refunded Bonds Resolution in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

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

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

1. The recitals stated above are true and correct and incorporated herein.

2. Receipt of true and correct copies of the above-mentioned Refunded Bonds Resolution is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Refunded Bonds Resolution, in particular Section 13.01 thereof, are

incorporated herein by reference. The Escrow Agent also acknowledges receipt of the verification report of Samuel Klein and Company Certified Public Accountants dated December 8, 2016 (the "Verification Report"). Reference herein to or citation herein of any provisions of the Refunded Bonds Resolution or the Verification Report shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

3. In accordance with the Refunded Bonds Resolution, the Agency by this agreement exercises the option to have the covenants, agreements and other obligations of the Agency to the holders of the Refunded Bonds discharged and satisfied.

4. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Community Redevelopment Agency for the U.S. Highway 441 & 27 Area 2009 Escrow Deposit Fund" (the "Escrow Fund"), which Escrow Fund is to be held in the custody of the Escrow Agent as a fund solely for the benefit of the holders of the Refunded Bonds as provided more specifically below, separate and apart from other funds of the Agency and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit therein of the sum of $15,492,890.58 in immediately available funds received by the Agency from the sale and delivery of the 2016 Note and certain other legally available Agency moneys, which amounts the Agency directs the Escrow Agent to apply as provided herein (the "Escrow Proceeds").

5. The Escrow Agent represents and acknowledges that, concurrently with the deposit of the Escrow Proceeds, it has used $15,492,889.00 of such Escrow Proceeds to purchase on behalf of and for the account of the Agency, the Refunding Securities in the aggregate principal or par amount described in **Schedule "A"** hereto (the "Escrow Securities"), and the Escrow Agent will deposit such obligations to the Escrow Fund. The Escrow Agent has retained $1.58 of the Escrow Proceeds as uninvested cash to be applied to pay the difference between the principal amount and interest on maturing Escrow Securities and the debt service on the Refunded Bonds as reflected on **Schedule "B"**.

6. In reliance upon the Verification Report, the Agency represents and warrants that the principal amounts of the Escrow Securities together with the interest earnings thereon (without consideration of any reinvestment of such maturing principal and interest), are sufficient together with the uninvested cash available to the Escrow Agent in the Escrow Fund to pay the amounts of principal of, and interest due and to become due on the Refunded Bonds as described in **Schedule "B"** attached hereto. If the Escrow Securities shall be insufficient to make such payments, the Agency shall timely deposit in the Escrow Fund, solely from legally available funds of the Agency, such additional amounts as may be required to pay the Refunded Bonds as described in **Schedule "B"** hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Agency as promptly as possible, but the Escrow Agent shall in no manner be responsible for the Agency's failure to make such deposits.

7. The deposit of the Escrow Securities and cash in the Escrow Fund shall constitute an irrevocable deposit of Refunding Securities (as defined in the Refunded Bonds Resolution) and cash in irrevocable trust with the Escrow Agent solely for the payment of the principal and interest on the Refunded Bonds at such time and in such amount as set forth in **Schedule "B"**

hereto, and subject to the provisions of Section 9 hereof, the principal of and interest earnings on such Escrow Securities shall be used solely for such purposes.

8. The Agency hereby directs, and the Escrow Agent hereby agrees, that it will undertake the timely transfer of money to the Paying Agent for the Refunded Bonds or any successors or assigns thereto (collectively, the "Refunded Bonds Paying Agent") in accordance with **Schedule "B"** attached hereto, in order to effectuate this Agreement and to pay the Refunded Bonds in the amount and at the time provided in said **Schedule "B."** The liability of the Escrow Agent to make such transfer for the payment of the principal of and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Escrow Securities and the interest earnings thereon and uninvested cash for such purposes.

9. Money deposited in the Escrow Fund shall be invested only in the Escrow Securities listed in **Schedule "A"** hereto, and, except as provided in this section, neither the Agency nor the Escrow Agent shall otherwise invest or reinvest any money in the Escrow Fund.

The Escrow Agent may not sell or otherwise dispose of any or all of the Escrow Securities in the Escrow Fund and reinvest the proceeds thereof in other securities nor may it substitute securities for any of the Escrow Securities, except upon written direction of the Agency (which direction may be in the form of an Agency Resolution or written instructions from an authorized officer of the Agency) and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the Agency the following:

(a) a written opinion by an independent certified public accountant or firm of independent certified public accountants, of recognized standing, or other entity acceptable to the Agency and the Escrow Agent, to the effect that after such reinvestment or substitution the principal amount of Escrow Securities, together with the interest thereon together with any uninvested cash, will be sufficient to pay the Refunded Bonds as described in **Schedule "B"** hereto; and

(b) a written opinion of nationally recognized bond counsel to the effect that (i) such investment will not cause the Refunded Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Bonds to be subject to federal income tax, and (ii) such investment does not violate the Bond Resolution or the Refunded Bonds Resolution or the provisions hereof.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Fund, such surplus moneys shall be promptly released to the Agency. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Refunded Bonds Paying Agent in an amount sufficient to pay the Refunded Bonds as described in **Schedule "B"** hereto. Upon final payment of the Refunded Bonds, the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund, and shall remit to the Agency the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

10. The Agency hereby irrevocably instructs the Escrow Agent to direct the Refunded Bonds Paying Agent as the registrar for the Refunded Bonds to give, at the appropriate times, the notice or notices required by the Refunded Bonds Resolution in connection with the redemption of the Refunded Bonds. All of the then outstanding Refunded Bonds shall be redeemed on May 1, 2020 at 100% of the principal amount thereof plus accrued interest to such redemption date. Attached hereto as **Schedule "C"** is a Notice of Defeasance of the Refunded Bonds. The Agency hereby instructs the Escrow Agent to direct the Refunded Bonds Paying Agent as the registrar for the Refunded Bonds to give the Notice of Defeasance of the Refunded Bonds to the owners of the Refunded Bonds as soon as practical after the date of execution of this Agreement, and in any event within two (2) business days of such execution.

11. Concurrently with the deposit of the Escrow Securities and cash set forth in Section 5 hereof, the Refunded Bonds are hereby deemed to have been paid within the meaning and with the effect expressed in the Refunded Bonds Resolution.

12. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all Escrow Securities and the interest earnings thereon and cash deposited in the Escrow Fund pursuant to the terms hereof until paid out, used and applied in accordance with this Agreement. Neither the Agency nor the Escrow Agent shall cause or permit any other lien or interest to be imposed upon the amounts in the Escrow Fund.

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

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

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

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

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

14. In consideration of the services rendered by the Escrow Agent under this Agreement, the Agency is simultaneously paying to the Escrow Agent a previously agreed upon fee for performing under this Agreement as its fee and expenses provided, that such amount shall not include any expenses associated with the performance by the Escrow Agent at the request of the Agency of any extraordinary services hereunder, which are payable by the Agency upon

presentation of an invoice therefor from the Escrow Agent. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Securities or cash in the Escrow Fund for the payment of such proper fees and expenses.

15. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for any loss or damage directly caused by its own negligence or willful misconduct. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the principal amount of the Escrow Securities and the earnings thereon and uninvested cash to pay the Refunded Bonds. So long as the Escrow Agent applies amounts on deposit in the Escrow Fund to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement and no implied warranties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with nationally recognized bond counsel with respect to any matter as to which it has reasonable doubt as to its responsibilities under this Agreement, and be entitled to receive from the Agency reimbursement of the reasonable fees and expenses of such counsel. The Escrow Agent shall not be liable for any action it takes or omits to take in good faith reliance on such advice of counsel. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Agency and the Escrow Agent may in good faith conclusively rely upon such certificate.

The Escrow Agent and any agents and attorneys therefor may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Agency further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct. Such indemnification shall survive the termination of this Agreement and/or the sooner resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

16. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than twenty (20) days written notice to the Agency and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Agency as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Agency and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

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

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Agency pursuant to the foregoing provisions of this Section 16 within ten (10) days after written notice of resignation of the Escrow Agent has been given to the Agency, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be banking association with trust powers organized under the banking laws of the United States or any state thereof, and shall have at the time of appointment capital and surplus of not less than $75,000,000.

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

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

17. This Agreement, except for Sections 14 and 15 hereof, shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all amounts remaining in the Escrow Fund shall be released to the Agency.

18. This Agreement shall be governed by the applicable laws of the State of Florida without regard to conflict of law principles.

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

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

21. The Issuer will not accelerate the maturity of any Refunded Bonds or exercise any option to redeem any Refunded Obligations except as set forth in Section 10 hereof.

22. The Agency acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Agency the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Agency specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Agency periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

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

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area 501 West Meadow Street Leesburg, Florida 34748 Attention: Treasurer	U.S. Bank National Association 225 East Robinson Street, Suite 250 Orlando, FL 32801 Attention: James Audette

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

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

(SEAL)

By: _____
Chairman

ATTEST:

_____
Secretary

Approved as to
Form and Correctness:

_____
Agency Counsel

(Signature page of Escrow Deposit Agreement dated December 8, 2016 re: Community Redevelopment Agency for the U.S. Highway 441 & 27 Area)

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Vice President

SCHEDULE A

Escrow Securities

Type	Par Amount	Maturity Date	Interest Rate
SLGS	$485,725.00	05/01/2017	0.52%
SLGS	$219,380.00	11/01/2017	0.72%
SLGS	$470,799.00	05/01/2018	0.90%
SLGS	$217,918.00	11/01/2018	1.06%
SLGS	$479,073.00	05/1/2019	1.21%
SLGS	$216,771.00	11/01/2019	1.34%
SLGS	$13,403,223.00	05/01/2020	1.45%

SCHEDULE B

Refunded Bonds

Payment Date	Interest	Principal	Principal Redeemed	Total
May 1, 2017	$330,096.42	$240,000	------	$570,096.88
November 1, 2017	325,596.88	-----	-----	325,596.88
May 1, 2018	325,596.88	250,000		575,596.88
November 1, 2018	320,596.88	-----	------	320,596.88
May 1, 2019	320,596.88	260,000	------	580,596.88
November 1, 2019	315,396.88	-----	------	315,396.88
May 1, 2020	315,396.88	375,000	$12,810,000	$13,500,396.88

SCHEDULE C

NOTICE OF DEFEASANCE

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE BONDS, SERIES 2009
MATURING MAY 1, 2017 AND THEREAFTER

NOTICE IS HEREBY GIVEN to the holders of the outstanding Tax Increment Revenue Bonds, Series 2009, of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Bonds") that there have been deposited with U.S. Bank National Association, as escrow agent, moneys consisting of refunding bond proceeds and other available moneys of the Agency which have been invested in obligations consisting of securities which are direct obligations of the United States of America which, together with certain amounts held uninvested will be sufficient to pay the principal of and interest on such Bonds to the redemption date of May 1, 2020.

The Bonds are deemed to have been paid within the meaning of Section 13.01 of the resolution under which the Bonds were issued and secured. **This notice does not constitute a notice of redemption and no Bonds should be delivered to the Agency or its paying agents as a result of this publication.**

Dated this ____ day of _____, 2016.

U.S. BANK NATIONAL ASSOCIATION,
Escrow Agent

No. 10

SIGNATURE CERTIFICATE

We, the undersigned, DO HEREBY CERTIFY as follows:

1. That we did heretofore cause to be officially executed the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Agency") Tax Increment Revenue Refunding Note, Series 2016 (the "Note").

2. That Jay Hurley, Chairman, has executed the Note by his manual signature, and that said Chairman was on the date he executed the Note, and is now, the duly elected, qualified and acting Chairman.

3. That J. Andi Purvis, the Agency Secretary, has executed the Note by her manual signature, and that said J. Andi Purvis was on the date she signed the Note, and is now, the duly qualified and acting Secretary.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 8th day of December, 2016.

Signature	Title of Office
	Chairman
	Secretary

Akerman

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904
Tel: 407.423.4000
Fax: 407.843.6610

No. 11

December 8, 2016

Board Members,
Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area

CenterState Bank of Florida, N.A.
Palm Coast, Florida

$11,563,000
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

Dear Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency") of its Tax Increment Revenue Refunding Note, Series 2016 (the "Note"), pursuant to the provisions of Chapter 163, Part III, Florida Statutes, the Florida Constitution, Agency Resolution No. 30 and City of Leesburg, Florida (the "City") Resolution No. 9922, (collectively, the "Resolution") and other applicable provisions of law (collectively, the "Act"), and a Loan Agreement dated as of December 8, 2016, by and between the Agency and CenterState Bank of Florida, N.A. (the "Agreement"). Any capitalized undefined term used herein shall have the same meaning as such term has under the Agreement.

As to questions of fact material to our opinion, we have relied upon representations of the Agency and City contained in the Resolution, of the Agency contained in the Agreement and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Reference is made to the opinion of even date herewith of McLin & Burnsed, P.A., Counsel to the Agency and the City, on which we have solely relied, as to the due creation and valid existence of the Agency and the City, the due execution and delivery by the Agency of the

Note and the Agreement and compliance by the Agency with all conditions precedent to the issuance of the Note.

In addition to the foregoing, we have examined and relied upon such other agreements, certificates, documents, representations and opinions submitted to us, including certifications and representations of public officials and other officers and representatives of the various parties participating in this transaction, as we have deemed relevant and necessary in connection with the opinions expressed below. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in such agreements, certificates, documents, representations and opinions submitted to us and have relied solely on the facts, estimates and circumstances described and set forth therein.

In our examination of the foregoing, we have assumed the genuineness of the signatures on all documents and instruments, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies and the legal capacity of all natural persons.

The scope of our engagement in relation to the issuance of the Note has been limited solely to the examination of facts and laws incident to rendering the opinions expressed herein.

This opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Note. In addition, we have not been engaged to and, therefore, do not express any opinion as to compliance by the Agency with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Note.

Neither the Note nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the Agency or the City within the meaning of the Constitution and laws of Florida. The Note and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the Agency or a lien upon any property of the Agency other than the Pledged Revenues and amounts on deposit in the Restricted Surplus Account as provided in the Agreement. The Note is also payable from amounts provided by the City under the Interlocal Agreement. No owner of the Note or any other person shall ever have the right, directly or indirectly, to require or compel the exercise of any ad valorem taxing power of the Agency or any other public authority or governmental body to pay the principal of or interest and premium, if any, on the Note or to pay any other amounts required to be paid pursuant to the Note.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based upon the foregoing, we are of the opinion that:

1. The Agreement has been duly authorized, executed and delivered by the Agency and constitutes a valid and binding obligation of the Agency enforceable in accordance with its terms.

2. The Note has been duly authorized, executed and delivered by the Agency and is a valid and binding special obligation of the Agency, payable solely from the sources provided therefor in the Agreement and the Resolution.

3. Under existing statutes, regulations and rulings, the interest on the Note is under Section 103 of the Code, as defined below, excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the immediately preceding sentence are subject to the condition that the Agency and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "Code"), that must be met or satisfied in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Agency has covenanted in the Agreement and the City has covenanted in the Interlocal Agreement to comply with each such requirement. Failure of the Agency or the City to comply with any of such requirements may cause the inclusion of interest on the Note in gross income for federal income tax purposes retroactive to the date of issuance of the Note. Other provisions of the Code may give rise to adverse federal income tax consequences to particular holders of the Note. The scope of this opinion is limited to the matters addressed above and we express no opinion regarding other federal tax consequences arising with respect to the Note.

4. Based on our examination, we are of the opinion, as of the date hereof and under existing law that, assuming the proper execution and delivery of the Escrow Deposit Agreement by the Agency and the Escrow Agent, and in reliance upon the arithmetical accuracy of certain computations prepared by PFM Financial Advisors, LLC and verified by Samuel Klien and Company, Certified Public Accountants, the pledge of the Pledged Revenues (as provided in Agency Resolution No. 10) and all covenants, agreements and other obligations of the Agency to the Refunded Bondholders has ceased, terminated and become void and is discharged and satisfied within the meaning of Section 13.01 of Agency Resolution No. 10.

We call your attention to the fact that our engagement as Bond Counsel was on the assumption that the Note would be marketed as a private placement with institutional investors, i.e., CenterState Bank of Florida, N.A. In accordance with our understanding with the parties participating in the closing on the date hereof, we have not passed upon and consequently

express no opinion as to the accuracy, adequacy or completeness of any offering literature that may have been used in connection with the offering or placement of the Note. We have not passed upon any matters relating to the condition (financial or otherwise) of the Agency and no inference should be drawn that we have expressed any opinion on matters relating to the financial ability of the Agency of the City to perform their obligations under the Resolution, Agreement or of the Agency to perform under the Note or the Agreement or of the City to perform under the Interlocal Agreement.

It is to be understood that the rights of the owners of the Note and the enforceability of the Agreement, the Note, the Interlocal Agreement and the Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and laws and equitable principles that may affect remedies or injunctive or other equitable relief, and to the exercise of judicial discretion in appropriate cases.

Our opinions expressed herein are predicated upon present law, (and interpretations thereof) facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof.

Very truly yours,

Akerman LLP

AKERMAN LLP

McLin Burnsed

Walter S. McLin, III (1935 - 2007)
R. Dewey Burnsed (1939 - 2007)

REPLY TO: Fred A. Morrison

December 5, 2016

Centerstate Bank of Florida, N.A.
Palm Coast, Florida

Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area

The City of Leesburg, Florida
Leesburg, Florida

Akerman LLP
Orlando, Florida

RE: Tax Increment Revenue Refunding Note, Series 2016, in the face amount of $11,563,000.00, issued by the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area

Ladies and Gentlemen:

We have acted as counsel to The Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency"), a political subdivision of the City of Leesburg, Florida (the "City"), in connection with the issuance by the Agency of its Tax Increment Revenue Refunding Note, Series 2016, in the face amount of $11,563,000.00, dated as of December 5, 2016 (the "Note"), payable to Centerstate Bank of Florida, N.A. (the "Purchaser"). All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed to them by the Loan Agreement between the Agency and the Purchaser, dated as of December 5, 2016 (the "Loan Agreement").

In rendering the opinions expressed below we have examined originals or certified copies of the following documents, along with such other documents, contracts and records as we deemed necessary to render the opinions herein:

A. Resolution No. 9922, adopted by the Leesburg City Commission on November 28, 2016, authorizing and approving the issuance of the Note by the Agency (the "City Resolution"), and Resolution No. 30, adopted by the governing body of the Agency on November 28, 2016 (the "Agency Resolution"), authorizing execution and delivery of the Note for the purpose of refunding and providing for the retirement of all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 (the "Refunded Bonds");

B. The Charter and Code of Ordinances of the City;

C. The Code of Ordinances of the City, and in particular Ordinance 06-13 which formed the Agency, Ordinance 16-27 which reset the base year for computation of the tax increment the Agency receives; and the Florida Statutes governing the formation, existence, and powers of the Agency;

D. The Note;

E. The Loan Agreement;

Attorneys At Law
LEESBURG 1000 West Main Street | PO Box 491357 | Leesburg, FL 34749-1357
P 352-787-1241 | F 352-326-2608 | www.mclinburnsed.com

F. The Escrow Deposit Agreement;

G. The Interlocal Agreement between the Agency and the City, dated as of December 5, 2016, pertaining to the issuance of the Note (the "Interlocal Agreement").

Based on such review, we are of the opinion that:

1. The City Resolution and the Agency Resolution were duly adopted, and remain in full force and effect.

2. The Loan Agreement, the Interlocal Agreement, and the Note, each have been duly authorized, executed and delivered by the Agency, and constitute valid, binding, and enforceable agreements of the Agency in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles;

3. The Interlocal Agreement has been duly authorized, executed and delivered by the City, and constitutes a valid, binding, and enforceable agreement of the City in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles;

4. The execution, delivery, and performance of the Loan Agreement, and the Interlocal Agreement, are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected;

5. The execution, issuance, and delivery of the Note, and performance by the Agency of its obligations under the Note, have been duly and validly authorized by the Agency, and the Note constitutes a valid and binding special obligation of the Agency enforceable in accordance with its terms;

6. The Agency (A) is a community redevelopment agency duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Agency Resolution, to execute and deliver the Loan Agreement, the Interlocal Agreement, and the Escrow Deposit Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments;

7. The execution, delivery and performance of the Note, the Loan Agreement, the Interlocal Agreement and the Escrow Deposit Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the Agency a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Agency or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the Agency or its properties are subject;

8. There is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or affecting the validity or enforceability of any provision of the Loan Agreement, the Escrow Deposit Agreement, the Interlocal Agreement, the Note, the Agency Resolution, or the City Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the Agency or the right of any of its officers to their respective offices;

9. The Agency has the legal power to refund the Refunded Bonds and to pay associated costs of issuance, to impose and collect the Increment Revenues and to grant a lien on the Pledged Revenues as described herein and in the Agency Resolution;

10. All conditions contained in the ordinances and resolutions of the Agency and the City precedent to the issuance of the Note have been complied with and;

11. The Interlocal Agreement has been duly authorized, executed and delivered by the City and constitutes a valid, binding and enforceable agreement of the City in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles.

We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in the documents so examined, nor as to any representations and opinions submitted to us and have relied solely on the facts, estimates and circumstances described and set forth therein.

The scope of our engagement in relation to the issuance of the Note has been limited solely to the examination of the facts and law incident to rendering the opinions express herein. We have not been engaged to confirm or verify and therefore express no opinion as to the accuracy, completeness, fairness or sufficiency of the financial information provided by the Agency or the City relative to the Note.

Further, we are giving no opinion concerning the compliance of the interest rate on the Note with any interest rate limitation or similar requirement of the State of Florida or federal law.

In addition, no opinion is rendered concerning any aspect of federal or state tax laws, rules or regulations, including but not limited to the tax exempt status of the Note.

This Opinion should not be construed as offering material or an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Note. In addition, we have not been engaged to and, therefore, do not express any opinion as to compliance by the Issuer with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Note. Furthermore, we have not investigated, and offer no opinion

concerning, any matters related to the financial condition of the City or the Agency, nor the financial ability of the Agency or the City to perform their respective obligations under the Note, the Interlocal Agreement, or the Loan Agreement.

This Opinion is rendered in connection with the issuance of the Note, for the benefit and reliance of only the following persons and entities: the addressees named above, and any other persons or entities who may at any time acquire any legal or beneficial interest in the Note. This Opinion may not be relied on for any purpose not related to the issuance of the Note, nor may it be relied on by any person or entity not listed in this paragraph, nor may it be referred to in any financial statement or other document not listed above as having been reviewed in connection with the issuance of this Opinion, without the prior, written consent of the undersigned.

In rendering the opinions set forth above, we have assumed the due authorization, execution and delivery of the Note, the Interlocal Agreement, the Escrow Deposit Agreement, and the Loan Agreement, by any parties thereto other than the City and the Agency; the legal capacity of all natural persons; the authenticity of any documents submitted as originals; and the conformity to originals of documents submitted as copies.

Yours truly,

FRED A. MORRISON
MCLIN BURNSED P.A.

BANK'S CERTIFICATE

December 8, 2016

Akerman LLP
Orlando, Florida

McLin & Burnsed P.A.
Leesburg, Florida

Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area (the "Agency")
Leesburg, Florida

Ladies and Gentlemen:

The undersigned, as the purchaser of the $11,563,000 Community Redevelopment Agency for the U.S. Highway 441 & 27 Area, Tax Increment Revenue Refunding Note, Series 2016 (the "Note") dated December 8, 2016, consisting of one typewritten Note, hereby certifies that we have been provided (a) a copy of Agency Resolution No. 30, adopted by the Agency on November 28, 2016, authorizing the issuance of the Note (the "Resolution"), (b) a copy of City of Leesburg, Florida (the "City") Resolution No. 9922 adopted on November 28, 2016 authorizing and approving the issuance of the Note by the Agency (the "City Resolution"), (c) the Loan Agreement dated as of December 8, 2016 between the Agency and CenterState Bank of Florida, N.A. (the "Agreement"), (d) the legal opinions of Akerman LLP ("Bond Counsel") and McLin & Burnsed P.A. ("Agency and City Attorney") of even date, and (e) such financial and general information respecting the Agency and the City and the revenues pledged to or available to make payments due on the Note (collectively the "Pledged Revenues") as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of said Note and no inference should be drawn that we are relying on Bond Counsel or the Agency and City Attorney as to any such matters other than their respective legal opinions.

We hereby make the following representations, which representations may be relied upon by the Agency, the Agency and City Attorney, and by Bond Counsel:

A. We are aware:

(i) that investment in the Note involves various risks;

(ii) that the Note is not a general obligation of the Agency or the City; and

(iii) that the principal or premium, if any, and interest on the Note is payable solely from the sources specified in the Resolution, the City Resolution and in the Agreement.

B. We understand that no official statement, offering memorandum or other form of offering document has been prepared or is being used in connection with our purchase of the Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the Note and have had sufficient opportunity to discuss the business of the Agency and the City with the appropriate employees and others. We have not requested any Disclosure Documents in connection with our decision to make the loan evidenced as the Note. We do not require any further information or data incident to the Note.

C. In making the loan evidenced by the Note, we have relied solely upon our own investigation, examination, and evaluation of the Agency, the City, the Increment Revenues, the Interlocal Agreement and other relevant matters.

D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of making the loan evidenced by in the Note and have determined that we can bear the economic risk of our investment in the Note.

E. We acknowledge the understanding that the Note is not being registered under the Securities Act of 1933, as amended or Chapter 517, Florida Statutes, and that the Resolution, City Resolution and Agreement are not being qualified under the Trust Indenture Act of 1939, as amended, and that the Agency shall have no obligation to effect any such registration or qualification. We also acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

F. We are not acting as a bond house, broker or other intermediary, and are making the loan evidenced by the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. Although we retain the right to transfer the Note in the future, we understand that the Note may not be readily tradable.

G. The terms of the Note, as forth in the Note and the Agreement accurately reflect the terms of the Note we have agreed to purchase.

H. We acknowledge that Bond Counsel and the Agency and City Attorney have not represented us on this transaction and that we are relying on them solely for the matters stated in their respective legal opinions of even date.

I. We have received all documents requested by us incident to our purchase of the Note.

J. We have not asked that the Note bear a CUSIP and we do not intend to seek a CUSIP for the Note.

K. We are funding the purchase of the Note from our own capital for our own account and not with a present view to a resale or other distribution to the public.

L. We understand that the Note may not be sold or assigned except in compliance with the transfer restrictions set forth therein.

Signed as of the 8th day of December, 2016.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____
Authorized Officer
GARRY R. LUBI

Akerman

Indra Rivas

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904
Tel: 407.423.4000
Fax: 407.843.8610

Certified Article Number
9414 7266 9904 2043 7152 12
SENDERS RECORD

December 19, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Department of Treasury
Internal Revenue Service Center
Ogden, UT 84201

RE: $11,563,000 COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

Ladies and Gentlemen:

On behalf of Community Redevelopment Agency for The U.S. Highway 441 & 27 Area, enclosed herewith for filing is Form 8038-G and an Acknowledgement Copy of the same with respect to the above-referenced matter. A self-addressed, stamped envelope has also been enclosed for your convenience in return of the Acknowledgment Copy.

Sincerely,

Indra Rivas
Public Finance Coordinator

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I **Reporting Authority** — If Amended Return, check here ▶ ☐

1 Issuer's name Community Redevelopment Agency For the U.S. Highway 441 & 27 Area	2 Issuer's employer identification number (EIN) 26-3880733
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite 501 W. Meadow Street	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Leesburg, Florida 34749	7 Date of issue 12-08-2016
8 Name of issue Tax Increment Revenue Refunding Note, Series 2016	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) William Spinelli, Treasurer	10b Telephone number of officer or other employee shown on 10a 352-728-9714

Part II **Type of Issue (enter the issue price).** See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17	11,563,000	00
18	Other. Describe ▶ Various Public Improvements	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

Part III **Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05-01-2036	$ 11,563,000	$ 11,563,000	12.3533 years	2.5901 %

Part IV **Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest			22	0	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	11,563,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	79,835 50			
25	Proceeds used for credit enhancement	25	0			
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0			
27	Proceeds used to currently refund prior issues	27	0			
28	Proceeds used to advance refund prior issues	28	11,483,164 50			
29	Total (add lines 24 through 28)			29	11,563,000	00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30		0

Part V **Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	12.2749 years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	5-01-2020
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	11-12-2009

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☑

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☑

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative — Date: 12-08-2016

▶ William Spinelli, Treasurer — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Michael Williams		11-30-2016		P01317243

Firm's name ▶ Akerman LLP — Firm's EIN ▶ 59-3112860

Firm's address ▶ 420 S. ORANGE AVE SUITE 1200, ORLANDO FL. 32801 — Phone no. 407-423-4000

CERTIFICATE OF COMPLIANCE WITH CHAPTER 215.84, FLORIDA STATUTES

The undersigned, Chairman of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Agency"), hereby certifies in connection with the issuance, sale and delivery by the Agency of its $11,563,000 Tax Increment Revenue Refunding Note, Series 2016 (the "Note") as follows:

1. The Agency approved on November 28, 2016, a commitment letter pursuant to which CenterState Bank of Florida, N.A. agreed to purchase the Note from the Agency.

2. In accordance with the provisions of Section 215.84(6), Florida Statutes, the undersigned hereby represents that the net interest cost rate of the Note of 2.5900% is less than 300 basis points above The Bond Buyer "20 Bond Index" published immediately preceding November 1, 2016.

IN WITNESS WHEREOF, this Certificate has been executed as of this 8th day of December, 2016.

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA

By: _____
Chairman

No. 16

TRUTH-IN-BONDING STATEMENT

Board of Commissioner
Community Redevelopment Agency
For the U.S. Highway 441 & 27 Area

Community Redevelopment Agency For The U.S. Highway 441 & 27 Area (the "Agency") is proposing to issue its $11,563,000 Tax Increment Revenue Refunding Note, Series 2016 (the "Note") to finance certain community redevelopment as described in more detail in the closing transcript for the Note. The Note is expected to be paid over a period of approximately 19.4 years. At a fixed interest rate of 2.59% total interest paid over the life of the Note (assuming no prepayments) will be $3,699,583.99. The source of repayment for the Note is the Agency's "increment revenues." Authorizing this Note will result in a maximum of $890,625.10 of such increment revenues not being able to finance other services of the Agency each year for 19.4 years.

CENTERSTATE BANK OF FLORIDA, N.A.

By:_____
Authorized Officer BARRY R LUBIS

FLORIDA STATUTES, SECTION 218.385(6)
DISCLOSURE STATEMENT

RE: $11,563,000
Community Redevelopment Agency For the U.S. Highway 441 & 27 Area
Tax Increment Refunding Revenue Refunding Note, Series 2016

Dear Commissioners,

CenterState Bank of Florida, N.A. (the "Purchaser") is on the date hereof purchasing for its own account all of the $11,563,000 initial aggregate principal amount of Community Redevelopment Agency For the U.S. Highway 441 & 27 Area (the "Issuer") Tax Increment Revenue Refunding Note, Series 2016 (the "Note"). The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, certain information in connection with our purchase of the Note as follows:

(a) The Purchaser is not incurring any expenses in connection with its purchase of the Note.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

(c) The Note is being purchased by us for $11,538,000 its face amount less our purchaser's fee of $21,000 and less our counsel fee of $4,000.

(d) We will not receive any management fee in connection with our purchase of the Note.

(e) Our counsel, Upchurch Bailey and Upchurch is being paid a fee of $4,000 by the Issuer.

We understand that you do not require any further disclosure from the Purchaser, pursuant to Section 218.385(6), Florida Statutes.

December 8, 2016

CENTERSTATE BANK OF FLORIDA, N.A.
175 Cypress Point Parkway
Palm Coast, Florida 32164

By: _____
Garry Lubi
Senior Vice President

No. 18

$11,563,000 COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

FEDERAL TAX CERTIFICATE

I, William Spinelli, Treasurer of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Issuer" or the "Agency"), HEREBY CERTIFY with respect to the Issuer's $11,563,000 Tax Increment Revenue Refunding Note, Series 2016 (the "Note") which is being issued and delivered on the date of this certificate, as follows:

1. The Note is being issued under and pursuant to Chapter 163, Part III of the *Florida Statutes*, and other applicable provisions of law (the "Act"), Issuer Resolution No. 30 (the "Resolution") and City of Leesburg, Florida (the "City") Resolution No. 9922 and a Loan Agreement dated as of the date hereof between the Issuer and CenterState Bank of Florida, N.A. (the "Agreement"). Unless defined herein, capitalized terms have the meanings given them in the Agreement or the Resolution.

2. I am one of the officers of the Issuer charged with the responsibility for issuing the Note.

3. This certificate is made for the purpose of establishing the reasonable expectations of the Issuer as to the amount and use of the proceeds of the Note. It is intended and may be relied upon for purposes of Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the "Code") as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Federal Tax Certificate is being executed and delivered as part of the record of proceedings in connection with the issuance of the Note.

4. This certificate sets forth the facts, estimates and circumstances now in existence which are the basis for the Issuer's expectation that the proceeds of the Note will not be used in a manner that would cause the Note to be arbitrage bonds under Section 148 of the Code or otherwise cause the interest on the Note to become includable in gross income for federal income tax purposes. The undersigned has investigated such facts, estimates and circumstances. To the best of my knowledge and belief, the certifications set forth below are reasonable and there are no further facts, estimates or circumstances that would materially change such certifications.

5. The Note is being issued for the purpose of providing funds to advance refund the Issuer's outstanding Tax Increment Revenue Bonds, Series 2009 (the "Refunded Bonds"), and pay costs associated with the issuance of the Note. The Refunded Bonds were issued for the purpose of providing funds to finance and refinance various improvements to the City owned and operated electrical distribution system (the "Refunded Project"), to fund a portion of a reasonably required reserve account and to pay costs of issuing the Refunded Bonds including the premiums for a financed guaranty insurance policy and Reserve Policy. All unspent proceeds of the Refunded Bonds, which consists of $3,342,247.83 in the Construction Account and $599,625.00 in the Series 2009 Subaccount of the Reserve Account are being deposited in the Escrow Fund created pursuant to the Escrow Deposit Agreement and are being applied to make payments due on the Refunded Bonds prior to application of proceeds of the Note for such purpose. Such unspent proceeds of the Refunded Bonds were not invested at a yield in excess of the yield on the Refunded Bonds. This is the first advance refunding of the Refunded Bonds. The Refunded Bonds are being redeemed on the earliest date on which they may be redeemed. Any amounts in "debt service funds" for the Refunded Bonds will be applied to make the first debt service payment on the Note and will not be invested at a yield in excess of the Note until so

expended. The refunding of the Refunded Bonds is being undertaken to achieve present value debt service savings. The Note and the Refunded Bonds will and were secured by generally applicable taxes as defined in treasury regulation 1.141-4(e)(2). No proceeds of the Refunded Bonds were used to finance or refinance privately owned projects or projects used in the trade or business of a nongovernmental person.

6. The Note, which is dated the date hereof, is being issued in the principal amount of $11,563,000, and will mature on the date, bear interest at the rate, and be subject to redemption, all as set forth in the Agreement.

7. The sale proceeds ("Sale Proceeds") of the Note of $11,563,000 (par amount of Note) will be applied as follows:

A. $11,483,164.50 will be deposited, together with all of the unexpended proceeds described in 5 above and $67,853.25 held in the Bond Fund for the Refunded Bonds, in the Escrow Fund created pursuant to the Escrow Deposit Agreement to retire all of the Refunded Bonds as provided in the Escrow Deposit Agreement.

B. $79,835.50 of Note proceeds will be applied to costs of issuance relating to the Note.

8. The proceeds of the Note, together with available earnings from the investment of such proceeds will not exceed the amount necessary for the purposes for the Note.

9. Proceeds of the Note representing costs of issuance will be paid as billed and are expected to be applied within ninety (90) days of the date hereof to pay such costs of issuance. Such amounts may be invested prior to such expenditure without restriction as to yield.

10. Pursuant to the Agreement, the Agency covenants that in each Fiscal Year it will promptly upon receipt deposit all Increment Revenues into the Redevelopment Trust Fund and

pay from the first available Increment Revenues the principal of and interest on the Note coming due in such Fiscal Year. The amount deposited to the Redevelopment Trust Fund to pay debt service on the Note is designed to achieve a proper matching of revenues and principal and interest payments within each Fiscal Year and is expected to be depleted at least once each Fiscal Year except for a reasonable carryover amount that will not exceed the greater of (a) the earnings on such deposit for the immediately preceding Fiscal Year, or (b) one-twelfth of the annual debt service on the Note for the immediately preceding Fiscal Year. The expenditure of moneys to pay debt service shall be accounted for on the basis of the first-in, first-out method. Such portion of the Redevelopment Trust Fund constitutes a "bone fide debt service fund," as defined in Treas. Reg. §1.148-1(b). The Agency is on the date hereof depositing from legally available money of the Agency $600,000.00 to the Restricted Surplus Account. Pursuant to the Agreement, amounts in the Restricted Surplus Account shall be used only to pay debt service on the Note prior to seeking payments from the City pursuant to the Interlocal Agreement. Pursuant to the Interlocal Agreement, the City has agreed to the extent Investment Revenues and amounts on deposit in the Restricted Surplus Account are not sufficient to pay due debt service on the Note to transfer to the Agency as provided in the Interlocal Agreement the amount of the deficiency for the current Bond Year.

Other than such deposits to the Redevelopment Trust Fund and Surplus Reserve Fund and payments made to the Agency pursuant to the Interlocal Agreement, there are no funds or accounts of the Agency which are reasonably expected to be used to pay debt service on the Note or for which there is a reasonable assurance on the part of the Noteholders that amounts therein will be available to pay debt service on the Note if the Agency encounters financial difficulties. No reasonably required reserve fund has been established for the Note.

11. The yield on the Note has been determined under the rules set forth in Treas. Reg. §1.148-4. The yield on the Note has been calculated by the use of semiannual compounding using the thirty (30) days per month/360 days per year convention. For purposes of calculating the yield on the Note, the purchase price of the Note is the par amount of Note. The yield on the Note, computed as of the Delivery Date, is at least 2.5901%. It should be noted, however, that such yield may, under certain circumstances set forth in the Treasury Regulations, be subject to recalculation.

The yield on any Nonpurpose Investment shall be determined under the rules set forth in Treas. Reg. §1.148-5(b), which provides in general that the yield on a Nonpurpose Investment is that discount rate, which when used in computing the present value of all payments received and to be received on the Nonpurpose Investment, produces an amount equal to the present value of all unconditionally payable payments for such Nonpurpose Investment. In this Certificate, yields are expressed in terms of semiannual compounding using the thirty (30) days per month/360 days per year convention. As reflected in the report of Samuel Klien and Company, Certified Public Accountants, included in the closing transcript for the Note all amounts deposited in the escrow fund which are being invested are being invested at a yield significantly less than the yield on the Note.

12. None of the proceeds of the Note will be used as a substitute for other funds (i) which were otherwise to be used to pay the costs of refunding the Refunded Bonds; (ii) which will not be so used and (iii) which have been or will be used, directly or indirectly, to acquire investment property producing a yield in excess of the yield on the Note.

13. The Issuer does not presently expect to enter into any "hedging transaction" (i.e., transactions involving interest rate swaps, interest rate caps or collars or similar mechanisms to shift the interest rate risk of payment) in respect of the Note.

14. Not greater than 50% of the proceeds of the Note will be invested in investments having a yield to the Issuer that is substantially guaranteed for four years or more.

15. The weighted average maturity of the Note of 12.3533 years does not exceed 120% of the weighted average reasonably expected economic life of the Refunded Project as of the date hereof.

16. The payment of principal and interest on the Note is not directly or indirectly guaranteed by the United States (or an agency or instrumentality thereof). No portion of the proceeds of the Note will be invested, directly or indirectly, in federally insured deposits or accounts other than investments of amounts on deposit in a bona fide debt service fund.

17. The Issuer has covenanted in the Agreement that it will remit to the United States the Rebate Requirement at the times and in the amounts required by the Code and in furtherance of such covenant agrees to comply with the provisions of **Exhibit A** hereto.

18. As of the date of issuance of each series of the Refunded Bonds, the City reasonably expected that at least 85 percent of the spendable proceeds of such Refunded Bonds would be expended within 3 years of the date of issuance of such issuance. In addition, not more than 50 percent of the proceeds of each series of the Refunded Bonds were invested in obligations having a substantially guaranteed yield for a period of 4 years or more.

19. The Issuer further agrees to (a) impose such limitations on the investment or use of moneys or investments related to the Note, (b) enter into such agreements, and (c) perform such other acts as may be necessary under the Code to preserve the exclusion from gross income

for purposes of federal income taxation of interest on the Note and in furtherance thereof agrees to comply with the provisions of **Exhibit B** hereto.

20. The Issuer agrees to file all information statements as may be required by the Code.

21. No action that overburdens the tax-exempt market (within the meaning of Treas. Reg. §1.148-10(a)) has been or is expected to be taken in connection with the Note. In particular, no portion of the Note has been issued earlier, allowed to remain outstanding longer, than is otherwise reasonably necessary to accomplish the governmental purposes of the Note. Furthermore, each action taken or expected to be taken in connection with the Note would reasonably be taken if the interest on the Note were not excluded from gross income for federal income tax purposes (assuming that the hypothetical taxable interest rates would be the same as the actual tax-exempt interest rates).

22. The Issuer shall retain all records with respect to the calculations and investments of the proceeds of the Note and the funds and accounts described herein for at least 6 years after the date on which the last of the principal of and interest on the Note has been paid, whether upon maturity, redemption or acceleration thereof.

23. The Agency has neither received notice that its certificate may not be relied upon with respect to its issues, nor has it been advised that any adverse action by the Commissioner of the Internal Revenue Service is contemplated.

24. Notwithstanding any other provision herein, the conclusions, directions, and covenants contained herein may be and shall be deemed modified to the extent the Issuer secures an opinion of Bond Counsel that any action required hereunder is no longer required or that some further action is required in order to maintain or assure the exclusion of interest on the Note from

gross income for purposes of federal income taxation. Bond Counsel is not expected or obligated to provide continuing advice or opinions with respect to this Certificate, except to the extent it may agree in writing to do so.

To the best of my knowledge and belief there are no facts, estimates or circumstances other than those expressed herein that materially affect the expectations herein expressed, and, to the best of my knowledge and belief, the Issuer's expectations are reasonable. I further represent that the Issuer has had the opportunity to discuss the certifications set forth above with Bond Counsel, and the Issuer expects and intends to be able to comply with the provisions and procedures set forth herein, including Section 148 of the Code.

The Issuer acknowledges that the opinion of Bond Counsel regarding the exclusion of interest on the Note from gross income under Section 103(a) and Sections 141-150 of the Code is rendered in reliance upon the representations and statements of fact and expectations contained herein and assumes the Issuer's continued compliance with the provisions of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of December, 2016.

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA

By: _____
Treasurer

EXHIBIT A

December 8, 2016

Members
Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area

Re: $11,563,000 Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016

Ladies and Gentlemen:

This letter instructs you as to certain requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the above-referenced Note (the "Note"). Capitalized terms used in this letter, not otherwise defined herein, shall have the same meanings as set forth in the Agency's Federal Tax Certificate (the "Tax Certificate") executed on the date hereof.

This letter is intended to provide you with general guidance regarding compliance with Section 148(f) of the Code. Because the requirements of the Code are subject to amplification and clarification, you should seek supplements to this letter from time to time to reflect any additional or different requirements of the Code. In particular, you should be aware that regulations implementing the rebate requirements of Section 148(f) (the "Regulations") have been issued by the United States Treasury Department. These regulations will, by necessity, be subject to continuing interpretation and clarification through future rulings or other announcements of the United States Treasury Department. You should seek further advice of Bond Counsel as to the effect of any such future interpretations before the computation and payment of any arbitrage rebate.

For the purposes of this Letter, (i) any instructions relating to a fund or account shall be deemed to apply only to the portion of such fund or account allocable to the Note and (ii) any reference to "the date hereof" shall be deemed to mean December 8, 2016.

SECTION 1. TAX COVENANTS. Pursuant to the Loan Agreement entered into by the Agency in connection with the issuance of the Note, the Agency has made certain covenants designed to assure that interest with respect to the Note is and shall remain excluded from gross income for federal income tax purposes. The Agency has agreed, and by this Letter does hereby covenant, that it will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds or take or omit to take any action that would cause the Note to be "arbitrage bonds" within the meaning of Section 148 of the Code or that would otherwise cause interest on the Note to be included in gross income for federal income tax purposes under the provisions of the Code. You have further agreed by this letter to comply with all other requirements as shall be determined by Bond Counsel (as hereinafter defined) to be necessary or appropriate to assure that interest on the Note will be excluded from gross income for federal income tax purposes. To that end, the Agency will comply with all requirements of Section 148 of the Code to the extent

applicable to the Note. In particular, the Agency agrees to cause the proceeds of the Note and any other Gross Proceeds as defined hereon to be invested in a manner that is consistent with the expectations set forth in such Certificate. In the event that at any time the Agency is of the opinion that for purposes of this Section 1 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Agency, the Agency shall take such action as may be necessary.

SECTION 2. DEFINITIONS. Unless the context otherwise requires, in addition to the use of the terms defined in the Tax Certificate, the following capitalized terms have the following meanings:

"Bond Counsel" shall mean Akerman LLP or other nationally recognized bond counsel.

"Bond Year" shall mean the Fiscal Year of the Agency.

"Note Yield" shall mean that discount rate that, when used in computing the present value on the Delivery Date of all unconditionally payable payments of principal, interest, retirement price, and any Qualified Guarantee payments paid and to be paid on the Note, produces an amount equal to the present value on the Delivery Date, using the same discount rate, of the aggregate Issue Price of the Note. Yield is computed under the Economic Accrual Method using any consistently applied compounding interval of not more than one year. Short first and last compounding intervals may be used. Other reasonable, standard financial conventions, such as the 30 days per month/360 days per year convention, may be used in computing yield but must be consistently applied. The yield on the Note, computed in this manner, is 2.5901%.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations promulgated thereunder.

"Computation Date" shall mean any date selected by the Agency as a computation date pursuant to Section 1.148-3(e) of the Regulations, and the Final Computation Date.

"Computation Credit Amount" means an amount, as of each Computation Credit Date, equal to the amount allowed pursuant to Section 1.148-3(d)(iv) of the Regulations.

"Computation Credit Date" means the last day of each Bond Year during which there are amounts allocated to Gross Proceeds of the Note that are subject to the rebate requirement of Section 148(f) of the Code, and the Final Computation Date.

"Delivery Date" shall mean December 8, 2016.

"Economic Accrual Method" shall mean the method of computing yield that is based on the compounding of interest at the end of each compounding period (also known as the constant interest method or the actuarial method).

"Final Computation Date" shall mean the date that the last bond that is part of the Note is discharged.

"Gross Proceeds" shall mean with respect to the Note, any proceeds of the Note and any funds (other than the proceeds of the Note) that are a part of a reserve or replacement fund for the issue, which amounts include amounts which are (A) actually or constructively received by the Agency from the sale of the Note; (C) treated as Replacement Proceeds under Section 1.148-1(c) of the Regulations; (D) invested in a reasonably required reserve or replacement fund (as defined in Section 1.148-2(f) of the Regulations); (E) pledged by the Agency as security for payment of debt service on the Note; (F) received with respect to obligations acquired with proceeds of the Note; (G) used to pay debt service on the Note; and (H) otherwise received as a result of investing any proceeds of the Note. The determination of whether an amount is included within this definition shall be made without regard to whether the amount is credited to any fund or account established under the Indenture or whether the amount is subject to the pledge of such instrument.

"Guaranteed Investment Contract" means any Nonpurpose Investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, and also includes any agreement to supply investments on two or more future dates (e.g., a forward supply contract).

"Installment Payment Date" shall mean a Computation Date that is not later than 5 years after the Delivery Date and subsequent Computation Dates which occur no later than 5 years after the immediately preceding Installment Payment Date.

"Investment Property" shall mean any security or obligation, any annuity contract or other investment-type property within the meaning of Section 148(b)(2) of the Code. The term Investment Property shall not include any obligation the interest on which is excluded from gross income (other than a Specified Private Activity Bond within the meaning of Section 57(a)(5)(C) of the Code) and shall not include an obligation that is a one-day certificate of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series Program described in 31 CFR, part 344.

"Issue Price" shall mean, with respect to each bond comprising the Note, the issue price based on the representations contained in a letter from the Underwriters of the Note included as part of the closing transcript of the Note.

"Issue Yield" shall mean the Note Yield unless the Note is described in Section 1.148-4(b)(3) or (4) of the Regulations, in which case, the Issue Yield shall be the Note Yield as recomputed in accordance with such provisions of the Regulations.

"Nonpurpose Investment" shall mean any Investment Property in which Gross Proceeds are invested, other than any Purpose Investment as defined in Section 1.148-1(b) of the Regulations. For purposes of this Letter, Investment Property acquired with revenues deposited in the Revenue Account to be used to pay debt service on the Note within 13 months of the date of deposit therein shall be disregarded.

"Nonpurpose Payment" shall, with respect to a Nonpurpose Investment allocated to the Note, include the following: (1) the amount actually or constructively paid to acquire the Nonpurpose Investment; (2) the Value of an investment not acquired with Gross Proceeds on the

date such investment is allocated to the Note, and (3) any payment of Rebatable Arbitrage to the United States Government not later than the date such amount was required to be paid. In addition, the Computation Credit Amount shall be treated as a Nonpurpose Payment with respect to the Note on each Computation Credit Date.

"Nonpurpose Receipt" shall mean any receipt or payment with respect to a Nonpurpose Investment allocated to the Note. For this purpose the term "receipt" means any amount actually or constructively received with respect to the investment. In the event a Nonpurpose Investment ceases to be allocated to the Note other than by reason of a sale or retirement, such Nonpurpose Investment shall be treated as if sold on the date of such cessation for its Value. In addition, the Value of each Nonpurpose Investment at the close of business on each Computation Date shall he taken into account as a Nonpurpose Receipt as of such date, and each refund of Rebatable Arbitrage pursuant to Section 1.148-3(i) of the Regulations shall be treated as a Nonpurpose Receipt.

"Rebatable Arbitrage" shall mean as of any Computation Date the excess of the future value of all Nonpurpose Receipts with respect to the Note over the future value of all Nonpurpose Payments with respect to the Note. The future value of a Nonpurpose Payment or a Nonpurpose Receipt as of any Computation Date is determined using the Economic Accrual Method and equals the value of that payment or receipt when it is paid or received (or treated as paid or received), plus interest assumed to be earned and compounded over the period at a rate equal to the Issue Yield, using the same compounding interval and financial conventions used in computing that yield.

"Retirement Price" shall mean, with respect to a bond, the amount paid in connection with the retirement or redemption of the bond.

"Value" means value as determined under Section 1.148-5(d) of the Regulations for investments.

SECTION 3. <u>REBATE REQUIREMENT</u>.

(a) The Agency specifically covenants that it will pay or cause to be paid to the United States Government the following amounts:

(1) No later than 60 days after each Installment Payment Date, an amount which, when added to the future value of all previous rebate payments made with respect to the Note, equals at least 90 percent of the Rebatable Arbitrage calculated as of each such Installment Payment Date; and

(2) No later than 60 days after the Final Computation Date, an amount which, when added to the future value of all previous rebate payments made with respect to the Note, equals 100 percent of the Rebatable Arbitrage as of the Final Computation Date.

(b) Any payment of Rebatable Arbitrage made within the 60-day period described in Section 3(a)(1) and (2) above may be treated as paid on the Installment Payment Date or Final computation date to which it relates.

(c) On or before 60 days following the Installment Payment Date or Final Computation Date, pay the amount described in Section 3(a) of this Letter to the United States Government at the Internal Revenue Service Center, Ogden, Utah 84201. Payment shall be accompanied by Form 8038-T. A rebate payment is paid on the date when it is mailed to the Internal Revenue Service at the above location.

(d) The Agency shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the money related to the Note, including money derived from, pledged to, or to be used to make payments on the Note. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Agency is to be allocated and shall set forth, in the case of each investment security, (a) its purchase price; (b) nominal rate of interest; (c) the amount of accrued interest purchased (included in the purchase price); (d) the par or face amount; (e) maturity date; (f) the amount of original issue discount or premium (if any); (g) the type of Investment Property; (h) the frequency of periodic payments; (i) the period of compounding; (j) the yield to maturity; (k) date of disposition; (l) amount realized on disposition (including accrued interest); and (m) market price data sufficient to establish the fair market value of any Nonpurpose investment as of any Computation Date, and as of the date such Nonpurpose Investment becomes alloeable to, or ceases to be allocable to, Gross Proceeds of the Note.

SECTION 4. <u>PROHIBITED INVESTMENTS AND DISPOSITIONS</u>.

(a) No Investment Property shall be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment Property. No Investment Property shall be sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment Property.

(b) For purposes of subsection 4(a), the fair market value of any Investment Property for which there is an established market shall be determined as provided in subsection 4(c). Except as otherwise provided in subsections 4(e) and (f), any market especially established to provide Investment Property to an issuer of governmental obligations shall not be treated as an established market.

(c) The fair market value of any Investment Property for which there is an established market is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value is generally determined on the date on which a contract to purchase or sell the Investment Property becomes binding (i.e., the trade date rather than the settlement date). If a United States Treasury obligation is acquired directly from or disposed of directly to the United States Treasury, such acquisition or disposition shall be treated as establishing a market for the obligation and as establishing the fair market value of the obligation.

(d) Except to the extent provided in subsections (e) and (f), any Investment Property for which there is not an established market shall be rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value.

(e) In the case of a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, the purchase price of such a certificate of deposit is treated as its fair market value on its purchase date if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(f) The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if the Agency complies with the competitive bidding procedures and other requirements set forth in Section 1.148-5(d)(6)(iii) of the Regulations.

SECTION 5. <u>ADMINISTRATIVE COSTS OF INVESTMENTS</u>.

(a) Except as otherwise provided in this Section, an allocation of Gross Proceeds of the Note to a payment or receipt on a Nonpurpose Investment is not adjusted to take into account any costs or expenses paid, directly or indirectly, to purchase, carry, sell or retire the Nonpurpose Investment (administrative costs). Thus, administrative costs generally do not increase the payments for, or reduce the receipts from, Nonpurpose Investments.

(b) In determining payments and receipts on Nonpurpose Investments, Qualified Administrative Costs are taken into account by increasing payments for, or reducing the receipts from, the Nonpurpose Investments. Qualified Administrative Costs are reasonable, direct administrative costs, other than carrying costs, such as separately stated brokerage or selling commissions, but not legal and accounting fees, recordkeeping, custody, and similar costs. General overhead costs and similar indirect costs of the Agency such as employee salaries and office expenses and costs associated with computing Rebatable Arbitrage are not Qualified Administrative Costs

(c) Qualified Administrative Costs include all reasonable administrative costs, without regard to the limitation on indirect costs stated in subsection (b) above, incurred by:

(i) A publicly offered regulated investment company (as defined in Section 67(c)(2)(B) of the Code); and

(ii) A commingled fund in which the Agency and any related parties do not own more than 10 percent of the beneficial interest in the fund.

(d) For a Guaranteed Investment Contract, a broker's commission paid on behalf of either the Agency or the provider is not a Qualified Administrative Cost to the extent that the commission exceeds the safe harbor amount specified in Section 1.148-5(e)(2)(iii)(B) of the Regulations.

SECTION 6. <u>RECORDS; BOND COUNSEL OPINION</u>.

(a) The Agency shall retain all records with respect to the calculations and instructions required by this Letter for at least 6 years after the date on which the last of the principal of and interest on the Note has been paid, whether upon maturity, redemption or acceleration thereof.

(b) Notwithstanding any provisions of this Letter, if the Agency shall be provided an opinion of Bond Counsel that any specified action required under this Letter is no longer required or that some further or different action is required to maintain or assure the exclusion from federal gross income of interest with respect to the Note, the Agency may conclusively rely on such opinion in complying with the requirements of this Letter.

SECTION 7. SURVIVAL OF DEFEASANCE. Notwithstanding anything in this Letter to the contrary, the obligation of the Agency to remit the Rebate Requirement to the United States Department of the Treasury and to comply with all other requirements contained in this Letter must survive the defeasance or payment of the Note.

Very truly yours,

AKERMAN LLP

Received and acknowledged:

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA

By: _____
Treasurer

EXHIBIT "B "

POLICIES AND PROCEDURES FOR MONITORING POST-ISSUANCE COMPLIANCE WITH THE REQUIREMENTS OF THE INTERNAL REVENUE CODE

In connection with the issuance of tax-exempt obligations (including, without limitation, bonds, notes, loans, leases and certificates) (together, "tax-exempt debt") that are subject to certain requirements under the Internal Revenue Code of 1986, as amended (the "Code"), the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency") hereby adopts the following policies and procedures which are intended to constitute written procedures for ongoing compliance with the Federal tax requirements applicable to the tax-exempt debt and for the timely identification and remediation of violations of such requirements as follows.

1. In connection with the issuance of tax-exempt debt, an authorized representative of the Agency will sign a tax certificate prepared by Bond Counsel which sets forth (i) the Agency's reasonable expectations as to the use of the proceeds of the tax-exempt debt; and (ii) instructions for post-issuance compliance with the federal tax laws relating to the tax-exempt debt.

2. The governing body of the Agency (the "Commission") shall identify persons responsible for monitoring ongoing compliance with the tax requirements of the Code applicable to the expenditure of proceeds of the tax-exempt debt and the private use of bond-financed projects. The Chair of the Agency or such other responsible persons, shall annually review compliance with these procedures and the terms of the applicable tax certificates in order to determine whether any violations have occurred so that such violations can be timely remediated through the "remedial action" provisions of the United States Treasury Regulations or through the Voluntary Closing Agreement Program administered by the Internal Revenue Service (the "IRS").

3. The Chair of the Agency or such other responsible persons will work with Bond Counsel, a financial advisor or underwriter, if applicable, to obtain a written certification as to the offering price of Note so as to establish the issue price of Note for arbitrage purposes.

4. The Chair of the Agency or such other responsible persons will work with Bond Counsel to ensure that the IRS Form 8038-G is filed in a timely manner in connection with the issuance of Note.

5. The Chair of the Agency or other designated responsible persons will periodically check the financial records and expenditures of the Chair of the Agency to ensure that: (i) clear and consistent accounting procedures are being used to track the investment and expenditure of bond proceeds, (ii) bond proceeds are timely expended in accordance with the applicable temporary period rules of the arbitrage regulations, and (iii) bond proceeds are expended in accordance with the expectations contained in the tax certificate. The Chair of the Agency or such other responsible persons will ensure that a final allocation of bond proceeds (including

investment earnings) to qualifying expenditures is made with respect to its tax-exempt bond proceeds.

6. The Chair of the Agency or other designated responsible persons will review arrangements for the use of bond-financed facilities with non-governmental persons or organizations or the federal government (collectively referred to as "private persons") in order to ensure that applicable private activity bond limitations are not exceeded. Such review shall include the review of contracts or arrangements with private persons with respect to bond-financed facilities which could result in private business use of the facilities, including the sale of facilities, leases, management or service contracts, research contracts or other contracts involving "special legal entitlements" to bond-financed facilities. If it appears that applicable private activity bond limitations are exceeded, the Board or such other responsible persons shall immediately contact Bond Counsel.

7. The Chair of the Agency or other designated responsible persons shall comply with the arbitrage rebate covenants contained in the tax certificate. The Chair of the Agency or other designated responsible persons shall hire a rebate analyst or otherwise ensure that the rebate calculations are conducted in a timely manner in order to determine compliance with arbitrage yield restrictions and rebate requirements with respect to its Note.

8. The Chair of the Agency or other designated responsible persons shall ensure that for each issue of Note, the transcript and all records and documents described in these procedures or in the tax certificate will be maintained while any of the tax-exempt debt is outstanding and during the three-year period following the final maturity or redemption of such debt, or if such debt is refunded (or re-refunded), while any of the refunding debt is outstanding and during the three-year period following the final maturity or redemption of the refunding debt.

9. The Chair of the Agency or other designated responsible persons will follow the above-described procedures to comply with all tax-exempt bond requirements. If any violations of the above or other applicable provisions of the federal tax laws relating to tax-exempt debt is discovered, the Chair of the Agency or other designated responsible persons shall immediately contact Bond Counsel to determine the appropriate course of action to remedy such violation, including contacting the IRS, if necessary.

Accepted: December 8, 2015

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA

Treasurer

CERTIFICATE

The undersigned, J. Andi Purvis, the City Clerk of the City of Leesburg, Florida (the "City") hereby certifies that the attached copy of Ordinance No. 06-13 was adopted at a meeting of the City Commission of the City duly called and held on February 13, 2016 with an effective date of February 23, 2016, at which meeting a quorum was present and acting throughout, and that said Ordinance is a true, complete and correct copy thereof, and said Ordinance had been duly enacted and has not been revoked or repealed and has been amended only as provided in the other attachment hereto and as so amended is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of Leesburg, Florida as of this 8th day of December, 2016.

CITY OF LEESBURG, FLORIDA

By: Julie Purvis
City Clerk

[SEAL]

ORDINANCE NO. 06-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, CREATING THE COMMUNITY REDEVELOPMENT AGENCY FOR THE US HIGHWAY 441 & 27 AREA; APPOINTING THE MEMBERS OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE US HIGHWAY 441 & 27 AREA; SPECIFYING TERMS OF OFFICE FOR EACH APPOINTEE; APPOINTING A CHAIR AND VICE CHAIR FOR THE GOVERNING BODY OF THE COMMUNITY REDEVELOPMENT AGENCY; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Leesburg, Florida has hereto adopted a finding of necessity under Florida Statutes 163.340(2005), for the creation of a Community Redevelopment Agency for the US Highway 441 & 27 Area of Leesburg; and

WHEREAS, the City Commission has adopted a resolution finding that there is a need for Community Redevelopment Agency to function in the City of Leesburg to carry out the purpose of Chapter 163, Part III, Florida Statutes in the portion of the City known as US Highway 441 & 27 Area; and

WHEREAS, the City Commission has by previous enactments established the boundaries of the area to be served by the Community Redevelopment Agency for the US Highway 441 & 27 Area; and

WHEREAS, it is appropriate at this time to create the Community Redevelopment Agency for the US Highway 441 & 27 Area, and to appoint persons to serve on the governing body of that agency;

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

SECTION I.

There is hereby created, under the authority of Chapter 163, Part III, Florida Statutes, the Community Redevelopment Agency for the US Highway 441 & 27 Area (referred to hereafter in this Ordinance as the "Agency").

SECTION II.

There shall be five members of the governing body of the Agency. The members shall be the City Commissioners of the City of Leesburg lawfully serving in that capacity at any time while the Agency remains an active entity. The initial members of the governing body of the Agency and the expiration dates of their initial terms are listed below:

NAME OF MEMBER
John Christian
Sanna Henderson
David Knowles
Bob Lovell
Lewis Puckett

The individual listed shall remain a member of the governing body of the Agency for only so long as he continues to serve as a City Commissioner, and shall be succeeded as a member of the governing body of the Agency for the remainder of the term shown by any person elected or appointed to fill his position as a City Commissioner, with such successor to serve the balance of the term of the listed person on the governing body of the Agency. The Chair of the governing body of the Agency shall be the Mayor of the City of Leesburg, and the Vice Chair shall be the Mayor Pro-Tem.

SECTION III.

If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION IV.

All ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

SECTION V.

This ordinance shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 13th day of February 2006.

Mayor

ATTEST:

City Clerk

No. 20

$11,563,000
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE,
SERIES 2016 (the "Note")

CERTIFICATE OF ESCROW AGENT

The undersigned officer of U.S. Bank National Association, a national banking association (the "Bank"), as escrow agent under that certain Escrow Deposit Agreement dated as of December 8, 2016 between the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Issuer") and the Bank (the "Escrow Agreement") with respect to the Issuer's issuance of the above-captioned Note, **DOES HEREBY CERTIFY** as follows:

1. I am a duly elected or appointed officer of the Bank and am authorized to execute this certificate on behalf of the Bank.

2. The Escrow Agreement was executed by an authorized signatory of the Bank who was and is duly authorized by the Bank to execute such Escrow Agreement on behalf of the Bank.

3. The Bank is a national banking association with trust powers, duly organized, validly existing and in good standing under the laws of the United States of America and is authorized to do business and exercise powers in the State of Florida as contemplated by the Escrow Agreement and has all requisite authority, power, license, permits and franchises and has full corporate power and legal authority to execute and perform its functions under the Escrow Agreement.

4. The execution, delivery and performance by the Bank of the Escrow Agreement was authorized by the Bank and does not and will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required in order for the Bank to perform its functions under the Escrow Agreement.

5. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Bank of its duties and obligations under the Escrow Agreement have been obtained and are in full force and effect.

6. The Escrow Agreement has been duly entered into and delivered by the Bank and constitutes the legal, valid and binding obligation of the Bank, enforceable against the Bank in accordance with its terms, except as the enforceability thereof may be

limited by applicable bankruptcy or other similar laws affecting the enforcement of creditors' rights generally. Such enforcement may also be subject to equitable principles of general applicability (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7. No litigation, action, suit, proceeding or investigation at law or in equity before any court, public board or body is pending or, to the knowledge of the undersigned officer, threatened in any way contesting or affecting the existence or powers (including trust powers) of the Bank or Bank's ability to fulfill its duties and obligations under the Escrow Agreement.

8. The attached is a true and correct copy of corporate authorization of the Bank evidencing the authority of the persons referred to in paragraphs 1 and 2 hereof to execute and deliver the Escrow Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hands as of the 8th day of December, 2016.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Title: Authorized Officer

U.S. BANK NATIONAL ASSOCIATION

AUTHORIZED SIGNERS

I hereby certify that the following is a true and exact extract of Article VI of the Bylaws presently in effect for U.S. Bank National Association, an association organized and existing under the laws of the United States:

ARTICLE VI.
CONVEYANCES, CONTRACTS, ETC.

All transfers and conveyances of real estate, mortgages, and transfers, endorsements or assignments of stock, bonds, notes, debentures or other negotiable instruments, securities or personal property shall be signed by any elected or appointed officer.

All checks, drafts, certificates of deposit and all funds of the Association held in its own or in a fiduciary capacity may be paid out by an order, draft or check bearing the manual or facsimile signature of any elected or appointed officer of the Association.

All mortgage satisfactions, releases, all types of loan agreements, all routine transactional documents of the Association, and all other instruments not specifically provided for, whether to be executed in a fiduciary capacity or otherwise, may be signed on behalf of the Association by any elected or appointed officer thereof.

The Secretary or any Assistant Secretary of the Association or other proper officer may execute and certify that required action or authority has been given or has taken place by resolution of the Board under this Bylaw without the necessity of further action by the Board.

I further certify that the officers listed below of U.S. Bank National Association, have been duly elected and that the signature of such officer is authentic:

James Audette Vice President _____

IN WITNESS WHEREOF, I have hereunto set my hand to be affixed hereto this 8th day of December, 2016.

U. S. Bank National Association

By: _____
Leanne Duffy
Vice President

Rivas, Indra (Orl)

From:	Rivas, Indra (Orl)
Sent:	Thursday, December 22, 2016 4:27 PM
To:	'Williams_Sharon'
Cc:	Williams, Michael (Ptnr-Orl)
Subject:	$11,563,000 Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016
Attachments:	IRS Certified Letter - CRA 441 & 27 Area.PDF; Bond Debt Notice - CRA 441 & 27 Area.PDF; Maturity - CRA 441 & 27 Area.PDF; Optional Redemption - CRA 441 & 27 Area.PDF

Dear Sharon,

The Bond Information Form for the $11,563,000 Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 was filed online. Please find attached the executed copy of the 8038-G with proof of filing with the IRS, Debt Service Requirements, Maturity Schedule and Optional Redemption. Please note that no offering document was included in this transaction.

Happy Holidays!!

Thank you,

Indra Rivas
Public Finance Coordinator
Akerman LLP | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801-4904
Dir: 407.419.8577 | Main: 407.423.4000 | Fax: 407.843.6610
indra.rivas@akerman.com

STATE OF FLORIDA
DIVISION OF BOND FINANCE
LOCAL BOND MONITORING SECTION

This form represents an update and compilation of the BF2003, BF2004-A and BF2004-B forms.

* Bond Information forms (BF2003) are required to be completed by local governments pursuant to Chapter 19A-1.003, Florida Administrative Code (F.A.C.).
* Bond Disclosure forms BF2004-A (Competitive Sale) or BF2004-B (Negotiated Sale) are required to be filed with the Division within 120 days of the delivery of the issue pursuant to Sections 218.38(1)(b)1 and 218.38(1)(c)1, Florida Statutes (F.S.), respectively.
* Final Official Statements, if prepared, are required to be submitted pursuant to Section 218.38(1), F.S..
* Please complete all items applicable to the issuer as provided by the Florida Statutes.
* PURSUANT TO SECTION 218.369, F.S., ISSUERS OF BOND ANTICIPATION NOTES ARE **EXEMPT** FROM THESE FILING REQUIREMENTS.

BF2003
BOND INFORMATION FORM

PART I. ISSUER INFORMATION

1. NAME OF GOVERNMENTAL UNIT: Community Redevelopment Agency For the U.S. Highway 441 & 27 Area

2. MAILING ADDRESS OF GOVERNMENTAL UNIT OR ITS MANAGER: 501 West Meadow Street, Leesburg, FL 34748

3. COUNTY(IES) IN WHICH GOVERNMENTAL UNIT HAS JURISDICTION: Lake

4. TYPE OF ISSUER: ___ COUNTY ___ CITY ___ AUTHORITY ___ INDEPENDENT SPECIAL DISTRICT
   ✓ DEPENDENT SPECIAL DISTRICT ___ OTHER (SPECIFY) ___

PART II. BOND ISSUE INFORMATION

1. NAME OF BOND ISSUE: Tax Increment Revenue Refunding Note, Series 2016

2. AMOUNT ISSUED: $ 11,563,000 3. AMOUNT AUTHORIZED: $ 11,563,000

4. DATED DATE: 12-8-2016 5. SALE DATE: 11-28-2016 6. DELIVERY DATE: 12-8-2016

7. LEGAL AUTHORITY FOR ISSUANCE: FLORIDA STATUTES Ch. 163, Part III, F.S.
   SPECIAL ACTS ___
   OTHER ___

8. TYPE OF ISSUE: ___ GENERAL OBLIGATION ___ SPECIAL ASSESSMENT ___ SPECIAL OBLIGATION
   ___ REVENUE ___ COP (CERTIFICATE OF PARTICIPATION) ___ LEASE-PURCHASE
   ✓ BANK LOAN/LINE OF CREDIT

9. A. IS THIS A PRIVATE ACTIVITY BOND (PAB)? ___ YES ✓ NO
   B. (1) IF YES, DID THIS ISSUE RECEIVE A PAB ALLOCATION? ___ YES ___ NO
   (2) IF YES, AMOUNT OF ALLOCATION: $ ___

10. SPECIFIC REVENUE(S) PLEDGED:
    (1) PRIMARY Tax Increment Revenues
    (2) SECONDARY City Covenant to Budget and Appropriate Non-Ad Valorem Revenues
    (3) OTHER(S) ___

(20745465.PDF)

11 A. PURPOSE(S) OF THE ISSUE:

(1) PRIMARY Refunding Debt

(2) SECONDARY To Pay Costs of Issuance

(3) OTHER(S) _____

B. IF PURPOSE IS REFUNDING, COMPLETE THE FOLLOWING:

(1) FOR EACH ISSUE REFUNDED LIST: NAME OF ISSUE, DATED DATE, ORIGINAL PAR VALUE (PRINCIPAL AMOUNT) OF ISSUE, AND AMOUNT OF PAR VALUE (PRINCIPAL AMOUNT) REFUNDED.

Community Redevelopment Agency For the U.S. Highway 441 & 27 Area

Tax Increment Revenue Bonds, Series 2009; November 12, 2009;

$14,605,000; $13,935,000

(2) REFUNDED DEBT HAS BEEN: ____ RETIRED **OR** ✓ DEFEASED

(3) A. DID THE REFUNDING ISSUE CONTAIN NEW MONEY? ____ YES ✓ NO

B. IF YES, APPROXIMATELY WHAT PERCENTAGE OF PROCEEDS IS NEW MONEY? _____%

12. TYPE OF SALE: ____ COMPETITIVE BID ____ NEGOTIATED ✓ NEGOTIATED PRIVATE PLACEMENT

13. BASIS OF INTEREST RATE CALCULATION, I.E., INTEREST RATE USED TO STRUCTURE THE BOND ISSUE:

NET INTEREST COST RATE (NIC) _____% TRUE INTEREST COST RATE (TIC) _____%

CANADIAN INTEREST COST RATE (CIC) _____% ARBITRAGE YIELD (ARBI) 2.5901 %

SPECIFY OTHER: _____

14. INSURANCE/ENHANCEMENTS: ____ AGIC ____ AMBAC ____ CGIC ____ CLIC ____ FGIC ____ FSA

____ HUD ____ MBIA ____ NGM ____ LOC(LETTER OF CREDIT) ____ OTHER (SPECIFY) _____

✓ **NOT INSURED**

15. RATING(S): ____ MOODY'S ____ S & P ____ FITCH ____ DUFF&PHELPS ____ OTHER (SPECIFY) _____

✓ **NOT RATED**

16. DEBT SERVICE SCHEDULE: ATTACH **COMPLETE** COPY OF SCHEDULE PROVIDING THE FOLLOWING INFORMATION:

MATURITY DATES (MO/DAY/YR) SEE ATTACHED

COUPON/INTEREST RATES

ANNUAL INTEREST PAYMENTS

PRINCIPAL (PAR VALUE) PAYMENTS -

MANDATORY TERM AMORTIZATION -

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016

Principal	Maturity Date	Note Rate	Dated Date
$11,563,000	May 1, 2036	2.59%	December 8, 2016

BOND DEBT SERVICE

Leesburg, FL - Greater Leesburg CRA
Tax Increment Refunding Revenue Note, Series 2016
US Highway 441 & 27 Area CRA

Final Numbers
Provider: CenterState Bank

Period Ending	Principal	Interest	Debt Service
05/01/2017	60,000	118,960.79	178,960.79
05/01/2018	70,000	297,927.70	367,927.70
05/01/2019	80,000	296,114.70	376,114.70
05/01/2020	195,000	294,042.70	489,042.70
05/01/2021	210,000	288,992.20	498,992.20
05/01/2022	607,000	283,553.20	890,553.20
05/01/2023	622,000	267,831.90	889,831.90
05/01/2024	638,000	251,722.10	889,722.10
05/01/2025	655,000	235,197.90	890,197.90
05/01/2026	672,000	218,233.40	890,233.40
05/01/2027	689,000	200,828.60	889,828.60
05/01/2028	707,000	182,983.50	889,983.50
05/01/2029	725,000	164,672.20	889,672.20
05/01/2030	744,000	145,894.70	889,894.70
05/01/2031	764,000	126,625.10	890,625.10
05/01/2032	783,000	106,837.50	889,837.50
05/01/2033	804,000	86,557.80	890,557.80
05/01/2034	824,000	65,734.20	889,734.20
05/01/2035	846,000	44,392.60	890,392.60
05/01/2036	868,000	22,481.20	890,481.20
	11,563,000	3,699,583.99	15,262,583.99

17. LIST OR ATTACH OPTIONAL REDEMPTION PROVISIONS: See attached.

18. PROVIDE THE NAME AND ADDRESS OF THE SENIOR MANAGING UNDERWRITER **OR** SOLE PURCHASER.
CenterState Bank of Florida,N.A.

175 Cypress Point Parkway

Palm Coast, Florida 32164

19. PROVIDE THE NAME(S) AND ADDRESS(ES) OF ANY ATTORNEY OR FINANCIAL CONSULTANT WHO ADVISED THE UNIT OF LOCAL GOVERNMENT WITH RESPECT TO THE BOND ISSUE.

___ **NO BOND COUNSEL** ___ **NO FINANCIAL ADVISOR** ___ **NO OTHER PROFESSIONALS**

BOND COUNSEL(S):
Akerman LLP

420 S. Orange Avenue, Suite 1200

Orlando, FL 32801

FINANCIAL ADVISOR(S)/CONSULTANT(S):
PFM Financial Advisors, LLC

300 S. Orange Avenue, Suite 1170

Orlando, FL 32801

OTHER PROFESSIONALS:
McLin & Burnsed P.A. - Issuer Counsel

20. PAYING AGENT Issuer ___ **NO PAYING AGENT**

21. REGISTRAR Issuer ___ **NO REGISTRAR**

22. COMMENTS: _____

PART III. RESPONDENT INFORMATION

FOR ADDITIONAL INFORMATION, THE DIVISION SHOULD CONTACT:

Name and Title Michael D. Williams, Bond Counsel Phone 407-423-4000

Company Akerman LLP

INFORMATION RELATING TO PARTY COMPLETING THIS FORM **(If different from above):**

Name and Title _____ Phone _____

Company _____

Date Report Submitted _____

Optional Redemption

This Note may be prepaid by the Agency in whole or in part, on any date as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed without any prepayment penalty or fee, plus accrued interest to the prepayment date upon ten (10) days prior notice to the Holder.

BF2004-A and BF2004-B

NOTE: The following items are required to be completed in full for all bond issues ***except*** those sold pursuant to Section 154 Part III; Sections 159 Parts II, III or V; or Section 243 Part II, Florida Statutes.

23. ANY FEE, BONUS, OR GRATUITY **PAID BY ANY UNDERWRITER OR FINANCIAL CONSULTANT**, IN CONNECTION WITH THE BOND ISSUE, TO ANY PERSON NOT REGULARLY EMPLOYED OR ENGAGED BY SUCH UNDERWRITER OR CONSULTANT:

__X__ **NO FEE, BONUS OR GRATUITY PAID BY UNDERWRITER OR FINANCIAL CONSULTANT**

(1) COMPANY NAME_____

FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED:_____

(2) COMPANY NAME_____

FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED:_____

(3) COMPANY NAME_____

FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED:_____

(4) COMPANY NAME_____

FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED:_____

24. ANY OTHER FEES **PAID BY THE UNIT OF LOCAL GOVERNMENT** WITH RESPECT TO THE BOND ISSUE, INCLUDING ANY FEE PAID TO ATTORNEYS OR FINANCIAL CONSULTANTS:

_____ **NO FEES PAID BY ISSUER**

(1) COMPANY NAME Akerman LLP

FEE PAID: $ 19,000 SERVICE PROVIDED or FUNCTION SERVED: Bond Counsel

(2) COMPANY NAME PFM Financial Advisors, LLC

FEE PAID: $ 15,000 SERVICE PROVIDED or FUNCTION SERVED: Financial Advisor

(3) COMPANY NAME UpChurch, Bailey and Upchurch

FEE PAID: $ 4,000 SERVICE PROVIDED or FUNCTION SERVED: Purchaser's Counsel

(4) COMPANY NAME McLin & Burnsed P.A.

FEE PAID: $ 11,500 SERVICE PROVIDED or FUNCTION SERVED: Issuer Counsel

(5) COMPANY NAME CenterState Bank of Florida,N.A.

FEE PAID: $ 21,000 SERVICE PROVIDED or FUNCTION SERVED: Purchaser

(UNLESS YOU ARE EXEMPT FROM FILING A BF2004),PLEASE PROVIDE THE SIGNATURE OF EITHER THE CHIEF EXECUTIVE OFFICER OF THE GOVERNING BODY OF THE UNIT OF LOCAL GOVERNMENT OR THE GOVERNMENTAL OFFICER PRIMARILY RESPONSIBLE FOR COORDINATING THE ISSUANCE OF THE BONDS:

NAME (Typed/Printed): Bill Spinelli SIGNATURE:

TITLE: Treasurer DATE: 12-8-2016

Continued from previous page

(5) COMPANY NAME PFM Asset Management LLC
FEE PAID: $ 2,500 SERVICE PROVIDED or FUNCTION SERVED: Escrow Restructuring

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

( ) COMPANY NAME _____
FEE PAID: $_____ SERVICE PROVIDED or FUNCTION SERVED: _____

BF2004-B

ITEMS 25 AND 26 MUST BE COMPLETED FOR ALL BONDS SOLD BY NEGOTIATED SALE

25. MANAGEMENT FEE CHARGED BY UNDERWRITER: $_____ PER THOUSAND PAR VALUE.
    OR
    PRIVATE PLACEMENT FEE: $_____
    ____ **NO MANAGEMENT FEE OR PRIVATE PLACEMENT FEE**

26. UNDERWRITER'S EXPECTED GROSS SPREAD: $_____ PER THOUSAND PAR VALUE.
    ____ **NO GROSS SPREAD**

PART IV. CONTINUING DISCLOSURE INFORMATION

In order to better serve local governments, the Division of Bond Finance will remind issuers as their deadlines approach for filing continuing disclosure information required by SEC Rule 15c2-12, based on the following information:

27. Is the issuer required to provide continuing disclosure information in accordance with SEC Rule 15c2-12?

    _____ Yes ✓ No

28. If yes, on what date is the continuing disclosure information required to be filed?

    _____

29. Provide the following information regarding the person(s) responsible for filing continuing disclosure information required by SEC Rule 15c2-12 and the continuing disclosure agreement (including other obligated parties, if appropriate).

    Name: _____

    Title: _____

    Mailing Address: _____

    _____

    Telephone Number: _____

    FAX Number: _____

    E-mail address (if e-mail notification is requested): _____

PART V. RETURN THIS FORM AND THE FINAL OFFICIAL STATEMENT, IF ONE WAS PREPARED,

TO:

Courier Deliveries: Division of Bond Finance
State Board of Administration
1801 Hermitage Blvd., Suite 200
Tallahassee, FL 32308

Mailing Address: Division of Bond Finance
State Board of Administration
P. O. Drawer 13300
Tallahassee, FL 32317-3300

Phone: 850/413-1304 or 413-1305
FAX: 850/413-1315

REVISED Dec. 9, 2002 / bfcombo

CERTIFICATE OF COMPLIANCE
WITH FLORIDA STATUTE 189.4085

The undersigned, a duly authorized officer of CenterState Bank of Florida, N.A., hereby certifies in connection with the issuance, sale and delivery of the $11,563,000 principal amount of Community Redevelopment Agency For the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 (the "Note") that CenterState Bank of Florida, N.A. is an accredited investor within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services.

IN WITNESS WHEREOF, this Certificate has been executed as of this 8th day of December, 2016.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____
Senior Vice President GARRY R. LUBI

Notice Of Sale

Printed On: 11/21/2016 11:47:57AM

Bond issue name: COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA (LEESBURG, FLORIDA) TAX INCREMENT REFUNDING REVENUE NOTE, SERIES 2016

Sale date: 11/28/2016

Closing date: 12/08/2016

Submitted by: indra.rivas@akerman.com

Submission date: 11/21/2016

No. 24

CROSS RECEIPT

December 8, 2016

Community Redevelopment Agency For the
U.S. Highway 441 & 27 Area
Leesburg, Florida

We have deposited for your account the amount of $11,538,000 for payment of your $11,563,000 Tax Increment Revenue Refunding Note, Series 2016 dated December 8, 2016 received today from you by the undersigned.

CENTERSTATE BANK OF FLORIDA, N.A.

By: _____
Senior Vice President BARRY R. LUBI

Please acknowledge receipt of
the foregoing deposit by signing
and returning a copy of this letter.

COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA

_____
Treasurer

{40127132;2}