



AGENDA
US 441&27 COMMUNITY REDEVELOPMENT AGENCY
COMMISSION CHAMBERS, CITY HALL
MONDAY, NOVEMBER 28, 2016 5:15 PM

1. CALL TO ORDER

Invocation

Pledge of Allegiance to the Flag of the United States of America

2. APPROVE MINUTES:

A. Regular meeting held September 12, 2016

3. RESOLUTIONS:

A. Resolution of the Community Redevelopment Agency For the U.S. Highway 441 & 27 Area, Accepting the Proposal of CenterState Bank of Florida, 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 the Agency's Outstanding Tax Increment Revenue Bonds, Series 2009.

4. ROLL CALL:

5. ADJOURN:

**MINUTES OF THE US HIGHWAY 441 / 27 COMMUNITY
REDEVELOPMENT AGENCY MEETING
MONDAY, SEPTEMBER 12, 2016**

The US Highway 441/27 Community Redevelopment Agency held a regular meeting Monday, September 12, 2016. Chairperson Hurley called the meeting to order at 5:43 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Chairperson Jay Hurley

Commissioner Dan Robuck was absent. Others present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Conner gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

APPROVED MINUTES OF US HIGHWAY 441 / 27 CRA MEETINGS

Commissioner Christian moved to approve the minutes of the meetings held December 7, 2015 and September 14, 2015 and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Chairperson Hurley	Yes

Four yeas, no nays, the Commission approved both sets of minutes.

**ADOPTED RESOLUTION 28 APPROVING THE AMENDED FISCAL YEAR
2015-16 BUDGET**

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE US HIGHWAY 441/27 COMMUNITY
REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA,
APPROVING THE AMENDED FISCAL YEAR 2015-16 BUDGET;
APPROPRIATING CERTAIN FUNDS TO SPECIFIC
REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE
DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Chairperson Hurley requested comments from the Commission and the audience.

MINUTES OF THE US HIGHWAY 441 / 27 CRA MEETING, SEPTEMBER 12, 2016

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Chairperson Hurley	

Four yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 29 APPROVING THE FISCAL YEAR 2016-17 BUDGET

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE US HIGHWAY 441/27 COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG, FLORIDA, APPROVING THE FISCAL YEAR 2016-17 BUDGET; APPROPRIATING CERTAIN FUNDS TO SPECIFIC REDEVELOPMENT PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commission Christian seconded the motion.

Chairperson Hurley requested comments from the Commission and the audience.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Christian	Yes
Chairperson Hurley	

Four yeas, no nays, the Commission adopted the resolution.

ROLL CALL:

The Commissioners had nothing further to discuss this evening.

ADJOURN:

The meeting adjourned at 5:45 p.m.

Chairperson

ATTEST:

J. Andi Purvis
Secretary / City Clerk / Recorder



AGENDA MEMORANDUM

Item No: 3A

Meeting Date: November 28, 2016

From: William Spinelli, CPA, Finance Director

Subject: Resolution of the Community Redevelopment Agency for the US Highway 441 & 27 Area, accepting the proposal of CenterState Bank of Florida, to Purchase the Agency's not exceeding \$13,000,000 principal amount Tax Increment Revenue Refunding Note, Series 2016

Staff Recommendation:

Approve the Resolution of the Community Redevelopment Agency for the US Highway 441 & 27 Area, accepting the proposal of CenterState Bank of Florida, 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 the Agency's Outstanding Tax Increment Revenue Bonds, Series 2009.

Analysis:

In 2009 the City borrowed \$14,605,000 to fund the undergrounding of the Electric Utility Lines in the 441/27 CRA. Due to the rapid decline in property values the City had to complete the Electric Utility lines project above ground. The City froze approximately \$4,000,000 of the bond proceeds in order to use the bond proceeds to make interest payments on the outstanding debt. As of 2014 the 441/27 CRA was 25 million below the tax increment financing revenue (TIF), which meant the General Fund was obligated to make the debt service payments.

In 2014, the City became only the second City in the State of Florida, to Rebase a CRA Base Year from 2009 to 2015. For FY 17, the City budgeted \$110,000 in TIF, which was due to the City's ability to Rebase the year to 2015. At only a 1% increase per year the City will receive approximately \$8.6 million dollars in TIF revenue over the life of the CRA.

The next step was to refinance the outstanding Tax Increment Revenue Bonds, Series 2009. With the assistance of Public Financial Management (PFM), the City's Financial Advisors, the City was able to obtain a 20-year 2.59% fix rate loan from CenterState Bank. There are no other banks that are willing and able to give the City a 20-year standard bank loan at this time, so the City does request the Commission to approve this Resolution without the City issuing a Request for Proposal to bid. The City also did an analysis of going out to the Bond Market in order to refinance the

Series 2009 debt, and determined it would be more than 80 basis points more in interest payments if the City would issue the Revenue Refunding Bonds, Series 2016.

Options:

1. Approve Resolution
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

TOTAL CHANGE IN CASH REQUIREMENTS WITH REBASE 2015 YEAR AND REFINANCING						
Year	Orginal Debt	Revised Debt	Difference	Required	*Revised	Difference
	Service Payment	Service Payment		Cash From	Required	
				General Fund	Cash From	
				General Fund	General Fund	
2017	895,694	187,773	(707,921)	-	90,647	90,647
2018	896,194	375,102	(521,092)	-	119,904	119,904
2019	895,994	383,289	(512,705)	-	96,584	96,584
2020	998,294	496,217	(502,077)	75,920	177,972	102,052
2021	997,750	506,166	(491,584)	390,000	159,002	(230,998)
2022	1,099,187	910,728	(188,459)	663,191	531,198	(131,993)
2023	1,097,406	914,670	(182,737)	1,097,406	614,713	(482,694)
2024	1,099,003	913,094	(185,910)	1,099,003	578,139	(520,865)
2025	1,195,712	911,129	(284,583)	1,195,712	540,826	(654,886)
2026	1,197,581	913,776	(283,805)	1,197,581	507,771	(689,810)
2027	1,197,788	910,905	(286,883)	1,197,788	468,841	(728,947)
2028	1,196,331	912,646	(283,686)	1,196,331	434,163	(762,169)
2029	1,198,094	913,868	(284,226)	1,198,094	398,602	(799,492)
2030	1,196,875	914,573	(282,303)	1,196,875	362,155	(834,721)
2031	1,197,500	909,759	(287,741)	1,197,500	319,818	(877,682)
2032	1,195,875	914,557	(281,318)	1,195,875	286,718	(909,157)
2033	1,196,875	913,708	(283,168)	1,196,875	247,592	(949,284)
2034	1,195,375	912,340	(283,035)	1,195,375	207,565	(987,810)
2035	1,196,250	910,455	(285,796)	1,196,250	166,633	(1,029,618)
2036	1,199,250	913,051	(286,199)	1,199,250	129,792	(1,069,458)
Total	22,343,028	15,637,803	(6,705,225)	17,689,026	6,438,632	(11,250,394)
* Due to the City's ability to rebase the CRA Base Year to "2015", the City is generating TIF revenue, which offsets funding from the General Fund. The City used a one percent increase in property value each year.						

Submission Date and Time: 11/23/2016 11:24 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

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:

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

By _____
Secretary

By: _____
Chairman

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

Agency Counsel

EXHIBIT A

FORM OF LOAN AGREEMENT



November 14, 2016

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida)
Attention: Mr. William Spinelli, Chief Financial Officer – City of Leesburg, Florida and
Mr. Jeremy Niedfeldt, Financial Advisor – PFM Financial Advisors, LLC
501 West Meadow Street
Leesburg, FL 34748

Dear Mr. Spinelli and Mr. Niedfeldt:

It is our pleasure to advise you that CenterState Bank of Florida, N.A (hereinafter referred to as “Bank”) has approved your loan request on behalf of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida), subject to the following terms and conditions.

It is the Borrower(s) responsibility to read this Commitment carefully and retain a copy for purposes of diligently meeting all conditions outlined herein on or before the expiration date(s) specified herein. All provisions and conditions of this Commitment must be met to the Bank’s and/or its Counsel’s approval and satisfaction in their sole discretion. Please review this Commitment and any attachments hereto, which further govern the conditions of the Commitment.

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

LOAN AMOUNT & TYPE: Not to exceed \$12,000,000.00 (Twelve Million Dollars). This loan shall be structured as a non-bank qualified tax exempt loan. Closing is projected on or before December 15, 2016.

MATURITY DATE: May 1, 2036

COLLATERAL: Amounts due under the Loan will be secured by a pledge of lien upon tax increment revenues from the CRA to include revenues from a half cent sales tax, public service tax, and entitlement revenues; along with the inter-local agreement and the related pledge from the City of Leesburg to covenant to budget and appropriate from legally available non-ad valorem revenues.

FACILITY/PURPOSE: The Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the “Agency”) plans to 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"), whose original purpose was to provide electric utility infrastructure and other related improvements in the CRA area for the borrower, for debt service savings.

INTEREST RATE: Non-Bank Qualified Tax Exempt Fixed interest rate of 2.59% for the term of the loan.

REPAYMENT TERMS: Interest shall be payable semi-annually, with principal payments due annually based on an amortization to be determined by the financial advisor and bond counsel prior to closing, and acceptable to the bank, with any remaining principal balance and un-paid interest due at maturity. The preliminary projected amortization is below:

05/01/2017: \$60,000
05/01/2018: \$70,000
05/01/2019: \$80,000
05/01/2020: \$195,000
05/01/2021: \$210,000
05/01/2022: \$620,000
05/01/2023: \$640,000
05/01/2024: \$655,000
05/01/2025: \$670,000
05/01/2026: \$690,000
05/01/2027: \$705,000
05/01/2028: \$725,000
05/01/2029: \$745,000
05/01/2030: \$765,000
05/01/2031: \$780,000
05/01/2032: \$805,000
05/01/2033: \$825,000
05/01/2034: \$845,000
05/01/2035: \$865,000
05/01/2036: \$890,000

TOTAL: \$11,840,000

PREPAYMENT PENALTY: The borrower may prepay the loan at any time without any prepayment penalty.

COMMITMENT/CLOSING

EXPIRATION DATE: December 15, 2016.

**LOAN AGREEMENT
CONVENANTS:**

1) The City of Leesburg, Florida will provide a copy of its comprehensive annual financial report (CAFR) within 180 days of FY end and the City's Budget within 60 days of adoption.

2) Bond documents to be reviewed and approved by Bank attorney. Review to include written confirmation that should sufficient funds not be available to pay debt service from the tax increment revenues from the CRA that a pledge from the City of Leesburg to covenant to budget and appropriate from legally available non ad valorem revenues via an Inter-local Agreement with the CRA will cure any deficiency.

3) The City of Leesburg shall also provide annually a covenant compliance certificate that the City delivers to the bank (Bond Issuer) which is executed by the City Manager and City Finance Director. This shall include 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 Bonds 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 Bonds; 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 Bonds 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 divided by Non-Enterprise Fund Revenue) x (Costs of Essential Services) - maximum annual debt service secured by lien on Available Non-Ad Valorem Revenues greater than or equal to 1.25X Maximum Annual Covenant Debt Service. It is further understood that the definition of each of these terms will be further defined within the documentation for this loan, and will be consistent with the existing 2009 bond documents.

4) Borrower and the City of Leesburg, Florida shall provide such other financial information from time to time as is reasonably requested by the Bank.

5) Late Fees: Bank may at its sole option collect from the borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.

6) Event of Default: Upon an event of default as described in the bond resolution, the holder may recover from the borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

7) Default Rate: 5.59% which is 3.00% above the interest rate noted above of 2.59% (see "Interest Rate").

DEFAULTS: Usual and customary defaults for a transaction of this type.

REPRESENTATIONS: Usual and customary representations for a transaction of this type.

GOVERNING LAW: State of Florida

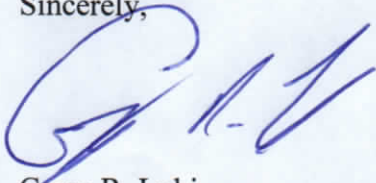
BOND COUNSEL: The Borrower shall engage Bond Counsel (Ackerman, LLP) that will prepare all financing documents. Bond Counsel will deliver a standard bond counsel opinion to the Bank as to the tax-exempt status of the bond, the non-bank qualified status of the bond, the exemption of the bond from registration under applicable securities laws and other matters customarily provided in a transaction of this type.

BANK & ATTORNEYS FEE: Bank's legal counsel will review all documentation prepared by Bond Counsel. Fee will be \$25,000 in total, inclusive of that review and bank origination fee.

OTHER CONDITIONS/REQUIREMENTS: See the attachments of this document for other conditions/requirements, items 1 to 8.

We sincerely appreciate this opportunity to meet the financial needs of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida), and the City of Leesburg, Florida, and look forward to a mutually beneficial relationship. We trust this Commitment is in keeping with your understanding of our conversations. If so, please have an authorized representative of the borrower sign where shown and return this Commitment to us together with all fees and documentation required by the Commitment Expiration Date shown above.

Sincerely,



Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

Name

By: _____

Date: _____

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

OTHER CONDITIONS/REQUIREMENTS:

1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower hereby warrants to Bank that they have full authorization and capacity to pledge valid lien on same, or Borrower will secure such authorization/documentation at or before closing to the satisfaction of Bank's Counsel. Such verifications shall not relieve Borrower of liability as to misinformation or fraud. Borrower agrees to provide Bank with true and exact copies of all certificates, or other such evidence as applicable to all security, to the satisfaction of the Bank or Bank's Counsel, upon acceptance of this Commitment. Borrower understands that Bank relies on one hundred percent of all value of collateral pledged rather than just a partial percentage thereof. Any "equity" value which might exist in assets pledged shall also serve as collateral for this loan. Borrower shall execute such documentation as deemed necessary by Bank and/or Bank's Counsel in their sole discretion to grant Bank a secured position in the collateral.
2. **INTEREST:** This loan shall bear interest which shall accrue, under the simple interest (30/360 day) method, on the funded and outstanding principal balance from time to time.

3. **CLOSING COSTS:** Borrower agrees to pay any and all expenses of this transaction, whether incurred directly or indirectly, including, but not limited to, such costs as attorney fees, recording fees, taxes, and any legal fees or court costs which might arise from any disputes or litigation surrounding this Commitment, whether or not this loan actually closes. Said costs are due and payable by Borrowers in addition to and separate from any Commitment fees.
4. **NON-ASSIGNABILITY:** Neither this Commitment nor the proceeds of the loan contemplated herein shall be assignable by Borrower without prior written consent of the Bank. This loan is not assumable.
5. **CLOSING:** Unless otherwise specified in writing, this Commitment, the loan transaction contemplated hereby, and all loan documents executed pursuant hereto shall be construed according to all applicable State and Federal governmental regulations and Bank policies. All provisions of this Commitment shall survive the closing of the loan transaction contemplated herein.
6. **BORROWER'S REPRESENTATIONS:** This Commitment has been issued to Borrower on the basis of all information provided by Borrower and all representations, exhibits, data, and other materials submitted with or in support of Borrower's loan application. Any misinformation or withholding of material information incident thereto shall, at the option of Bank, void all of the Bank's obligations hereunder, and shall give Bank full rights of recourse under applicable law. In addition, should economic conditions decline in general for the Borrower, or should other factors change which were considered important by the Bank in issuing this Commitment, the Bank, in its sole discretion, may withdraw the Commitment without penalty or retribution from the Borrower; and hold the Bank harmless now and in the future as to any claims of lender liability and agrees the Bank has acted properly and in good faith in all respects throughout this transaction.
7. **BORROWING AUTHORITY:** Prior to closing, Borrower shall provide Bank with true and exact copies of all Articles, By-Laws, Opinion of Borrower Counsel, Incumbency Statements, Agreements, Current Certificates of Good Standing, and appropriate Minutes for any non-person entity involved in the transaction contemplated herein, as to the exact legal status and capacity of each such entity to execute their respective agreements outlined herein. At closing, Borrower shall execute appropriate Resolutions and Agreements, all to the Bank or Bank's Counsel's satisfaction.
8. **INCLUSIVENESS/SEVERABILITY:** Borrower understands that this Commitment attempts to outline most of the key, general terms and conditions of the proposed loan and is not, nor does it attempt to be, all-encompassing. Any omissions herein or conflicts with loan closing documents shall not construe liability to Bank; further requirements by the Bank or Bank's counsel and/or loan closing documents shall supersede and have precedence over this Commitment. Any release, waiver, or changes allowed by Bank in any part of this Commitment shall not invalidate or change any remaining requirements or clauses. Where applicable in this Commitment, the plural tense shall suffice for the singular, and vice-versa, as to referencing all parties hereto. All parties as recipients hereof, regardless of type of involvement, shall be responsible for meeting all provisions of this Commitment.

CenterState Bank of Florida, N.A.

By: _____
Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

**Community Redevelopment Agency For The U.S. Highway 441 & 27 Area
(Leesburg, Florida)**

By: _____

Date: _____

Authorized Signatory: _____
(Print Name)

COMPARISON INFORMATION

[REDLINE: 40021593;1 v. 40021593;2]

11/18/2016 @ 1:24 PM

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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(The Table of Contents for this Loan Agreement is for convenience of reference only and is not intended to define, limit or describe the scope or intent of any provisions of this Loan Agreement.)

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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. 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. on November 28, 2016, authorizing and approving the issuance by the Agency of its \$ 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.

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“Authorized Denomination” shall mean, with respect to each of the 2015A 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. _____ 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 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.

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“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.

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“Resolution” shall mean Resolution No. _____, 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 singular 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.

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(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 in 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 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.](#)

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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 \$_____. 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 \$_____.

(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.

(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.

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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 \$_____ 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

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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 \$_____ million 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

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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 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 transfer 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.

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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 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.

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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.

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.

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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

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

(b) As to Bank:

CenterState Bank
181 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 preceding 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

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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]

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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**

ATTEST:

By: _____
Chairperson

Secretary

Approved As To Form and Correctness:

Agency Attorney

**CENTERSTATE BANK OF
FLORIDA, N.A.**

By: _____
Print Name: _____
Title: Authorized Officer

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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 REFUNDING REVENUE NOTE, SERIES 2016**

<u>Principal</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Dated Date</u>
\$	May 1, 2036	2.59%	December — , <u>8</u> , 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 _____, 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 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.

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.

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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.

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

This Note may be prepaid by the City 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.

Notice having been given as provided in the Agreement, 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, the Agreement or the Resolution, 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.

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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.

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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

COMPARISON INFORMATION		
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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

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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 ~~2015~~2016 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within ~~2015~~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

<u>Date</u>	<u>Amount</u>
May 1, 2017	\$
May 1, 2018	
May 1, 2019	
May 1, 2020	
May 1, 2021	
May 1, 2022	
May 1, 2023	
May 1, 2024	
May 1, 2025	
May 1, 2026	
May 1, 2027	
May 1, 2028	
May 1, 2029	
May 1, 2030	
May 1, 2031	
May 1, 2031	
May 1, 2032	
May 1, 2033	
May 1, 2034	
May 1, 2035	
May 1, 2036	

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~~8, 2016, consisting of one typewritten 2016 Note, hereby certifies that we have been provided (a) a copy of Agency's Resolution No. _____, 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~~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~~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.

COMPARISON INFORMATION

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- 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

RESOLUTION NO. - _____

A 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 AUTHORIZING 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:

SECTION 1. 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.

SECTION 2. FINDINGS. It is hereby ascertained determined and declared:

(A) 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.

(B) 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.

SECTION 3. 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").

SECTION 4. 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.

SECTION 5. 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

SECTION 6. 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.

SECTION 7. 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

EXHIBIT A

ISSUER RESOLUTION

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. ___ 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. ___ on November 28, 2016, authorizing and approving the issuance by the Agency of its \$_____ 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 each of the 2015A 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. _____ 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. _____, 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 singular 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 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 in 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 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 \$_____. 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 \$_____.

(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.

(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 \$_____ 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 \$_____ million 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 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 transfer 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 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.

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.

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
181 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 preceding 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**

ATTEST:

By: _____
Chairperson

Secretary

Approved As To Form and Correctness:

Agency Attorney

**CENTERSTATE BANK OF
FLORIDA, N.A.**

By: _____
Print Name: _____
Title: Authorized Officer

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 REFUNDING REVENUE NOTE, SERIES 2016**

<u>Principal</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Dated Date</u>
\$	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 _____, 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 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.

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.

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

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.

Notice having been given as provided in the Agreement, 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, the Agreement or the Resolution, 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

<u>Date</u>	<u>Amount</u>
May 1, 2017	\$
May 1, 2018	
May 1, 2019	
May 1, 2020	
May 1, 2021	
May 1, 2022	
May 1, 2023	
May 1, 2024	
May 1, 2025	
May 1, 2026	
May 1, 2027	
May 1, 2028	
May 1, 2029	
May 1, 2030	
May 1, 2031	
May 1, 2031	
May 1, 2032	
May 1, 2033	
May 1, 2034	
May 1, 2035	
May 1, 2036	

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. _____, 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