

**UMATILLA CITY COUNCIL MEETING**  
**JUNE 15, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

***Masks are highly recommended and a limited supply will be available. Social distancing will be observed. Overflow seating in room behind Chambers.***

***Pledge of Allegiance and Prayer***

***Please silence your electronic devices***

**Call to Order**

**Roll Call**

**AGENDA REVIEW**

**MINUTES REVIEW**

1 Minutes, City Council meeting June 1, 2021

**PUBLIC COMMENT**

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided on the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Board in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

2 Resolution 2021-13 Lakeview Terrace Municipal Bond Refinance

**NEW BUSINESS**

3 RFP 2021-A Auditing Services

4 RFQ 2021-B Engineering Services

**PRESENTATION**

5 WCA-GFL Sanitation Update

**GENERAL DISCUSSION**

6 Glendale II Cemetery Survey

**REPORTS**

Finance- Budget Calendar 2021-2022

City Attorney

Mayor

Council Members

**Staff**

Police Activity Report – Police Chief Adam Bolton

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.

**UMATILLA CITY COUNCIL MEETING**  
**June 1, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

The Pledge of Allegiance was led and Invocation given by Mayor Adcock.

The meeting was called to order at 6:00 p.m.

**Roll Call**

*IN ATTENDANCE:* Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members: Katherine Adams, Brian Butler, John Nichols; Police Chief Adam Bolton; City Attorney Kevin Stone; City Manager Scott Blankenship; Compliance Officer Misti Lambert; Acting City Clerk Gwen Johns

**AGENDA REVIEW**

City Manager Blankenship introduced Gwen Johns, Acting City Clerk.

**MOTION by Kaye Adams to approve agenda;**  
**SECOND by Laura Wright;**  
**Motion APPROVED by unanimous vote.**

**MINUTES REVIEW**

Minutes, City Council meeting May 18, 2021

**MOTION by Kaye Adams to approve minutes;**  
**SECOND by John Nichols;**  
**Motion APPROVED by unanimous vote.**

**MAYOR'S MESSAGE**

**PUBLIC COMMENT**

There were no public comments.

**PRESENTATION**

Mayor Adcock to present UHS Scholarship Award to Christian Buenavides-Diaz

Christian Buenavides-Diaz was present to receive the Umatilla High School Scholarship.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

**Resolution 2021-10 – Purchase of 410 N Kentucky Avenue**

Prior to this regular meeting of City Council, the CRA Board approved a Resolution for the purchase of this property.

**Attorney Stone** read Resolution No. 2021-10 by title only.

**RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA,  
LAKE COUNTY, FLORIDA, AUTHORIZING PURCHASE OF REAL  
PROPERTY LOCATED AT 410 N. KENTUCKY AVENUE, UMATILLA,  
FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

**Motion to approve Resolution No. 2021-10**  
**MOTION by John Nichols;**  
**SECOND by Kaye Adams;**  
**Motion APPROVED by unanimous vote.**

**Resolution 2021-11 – SJRWMD Gratitude**

Attorney Stone read Resolution No. 2011-11 by title only.

**RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, EXPRESSING APPRECIATION TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT FOR GRANTING FUNDS TO THE CITY FOR WASTEWATER MANAGEMENT PROJECTS AND EXPRESSING THE CITY'S GRATITUDE FOR THE SAME.**

**Motion to approve Resolution No. 2021-11**

**MOTION by John Nichols;**

**SECOND by Brian Butler;**

**Motion APPROVED by unanimous vote.**

**Resolution 2021-12 – LCWA Gratitude**

Attorney Stone read Resolution No. 2021-12 by title only.

**RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, EXPRESSING APPRECIATION TO THE LAKE COUNTY WATER AUTHORITY FOR GRANTING FUNDS TO THE CITY FOR STORMWATER PROJECTS TO CONTROL, CONSERVE AND IMPROVE THE FRESHWATER RESOURCES OF THE COUNTY.**

Ron Hart, Lake County Water Authority, was present and thanked the City Council for giving consideration to the water quality in local lakes. Having a City Manager and Public Works Director who are willing to collaborate with the LCWA on water quality is an advantage. He thanked the City and recognized the very excellence and professional staff of the City.

**Motion to approve Resolution No. 2021-12**

**MOTION by Laura Wright;**

**SECOND by John Nichols;**

**Motion APPROVED by unanimous vote.**

**GENERAL DISCUSSION**

**Force Majeure Pricing Increase – Southern Underground**

Mr. Blankenship deferred to Attorney Stone. Mr. Stone stated Southern Underground received the bid award for interconnection with the City of Eustis. The cost of that project, according to bids submitted and opened, was estimated at a certain amount. Since the bids were opened the first week of March, significant changes have occurred in the price of materials. Producers have proclaimed force majeure meaning they are unable to fulfill the orders for the price as quoted. As a result, Southern Underground personnel have notified city staff about the material cost increase. Attorney Stone informed the City Council of the possibility this project will have up to a 5% increase in cost as compared to how the project was bid and quoted. A change to the agreement that may be brought back to City Council to authorize the price increase may be necessary, if this is the desire of City Council. The risk of moving forward without some kind of accommodation may cause significant delay on a time sensitive project.

Mr. Blankenship said there has been no indication of delay in getting necessary supplies. Additionally, a portion of the \$288,000 will be paid by the City of Eustis since they are upsizing pipes from the City ISBA lines.

Mr. Adcock asked if the contractors have a legal obligation to perform even with the increase in materials. Mr. Stone said this contract was written so the contractor bears risk associated with material cost increases.

Staff is looking to receive direction to negotiate change order allowing for increased cost not to exceed \$289,000.

**Motion to receive authorization from City Council for staff to negotiate a change order allowing for increased costs not to exceed \$289,000.**

**MOTION by John Nichols;**

**SECOND by Brian Butler;**

**Motion APPROVED by unanimous vote.**

## ***Reopening of Cadwell Community Building for rentals***

City Manager Blankenship stated with the impacts of COVID-19, a variety of safety protocols are currently in place. With the majority of the State of Florida reopening for normal business while continuing to follow CDC guidelines, staff is requesting consideration to reopen the Cadwell Community Building for rentals.

**The City Council, by UNANIMOUS CONSENSUS, authorized reopening the Cadwell Community Building for rentals.**

### **REPORTS**

City Attorney

Attorney Stone advised there will be a bond financing item on the June 15, 2021 City Council agenda. Like previously, Lakeview Terrace is requesting permission to take advantage of the City's ability to borrow tax exempt municipal bonds. While the City is the issuer of those bonds, the City would have no obligation to repay same and would not be held liable in the event Lakeview Terrace fails repay the bonds.

Mr. Nichols asked if this could be controversial in the future and Mr. Stone said he does not think so.

Mayor – Nothing to report.

Council Members

Nichols – Nothing to report.

Adams – Council Member Adams stated the Umatilla Historical Museum will open and anyone who is interested may call and make plans to visit.

Butler – Nothing to report.

Wright – Vice Mayor Wright stated this past Thursday at the middle school, she judged 4-H students on their projects for scholarships. There were two winners awarded scholarships. She said the creativity of these middle school children is incredible.

Vice Mayor Wright stated this coming Thursday is the 8<sup>th</sup> grade Middle School Graduation.

Vice Mayor Wright said Umatilla High School Graduation was held last Friday.

Vice Mayor Wright commented the Memorial Day Service was wonderful.

Adcock – Mayor Adcock noted the Chamber of Commerce is willing to assist the City in hosting a community input event (charette) for the trails initiative. Mr. Blankenship said it was discussed at the last Chamber Board meeting and is already a work in progress.

Vice Mayor Wright thanked everyone who has been working hard to handle the work load while City Clerk Karen Campbell is out of the office.

### **Staff**

Police Activity Report – Police Chief had nothing additional to report.

Attorney Stone advised designation of Ms. Johns as Acting City Clerk.

### **Motion to appoint Gwen Johns as Acting City Clerk**

**MOTION by John Nichols;**

**SECOND by Brian Butler;**

**Motion APPROVED by unanimous vote.**

### **ADJOURNMENT**

There being no further business on the agenda, the meeting adjourned at 6:40 pm.

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Kent Adcock  
Mayor

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Gwen Johns, MMC  
Acting City Clerk

RESOLUTION 2021-13

A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$10,000,000 CITY OF UMATILLA, FLORIDA REFUNDING REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND CERTAIN OUTSTANDING BONDS; APPROVING A LOAN OF SUCH PROCEEDS TO COMMUNITY SUPPORTS, INC.; AUTHORIZING THE EXECUTION OF A BOND TRUST INDENTURE, A LOAN AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE PLACEMENT OF THE BONDS WITH TD BANK, N.A.; PROVIDING FOR THE PAYMENT OF THE BONDS; MAKING CERTAIN COVENANTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE ISSUANCE OF THE BONDS AFTER A PUBLIC HEARING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City of Umatilla, Florida (the "City") is authorized under home rule powers under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop health care within the boundaries of the City and the State of Florida (the "State"), to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the City, the State and the inhabitants thereof; and

**WHEREAS**, the City desires to promote such purposes by assisting in refinancing of facilities for the residence or care of the aged in order to provide modern and efficient care and services to the inhabitants of the City and care and safe housing of the aged in accordance with the Act; and

**WHEREAS**, in order to further the purposes of the Act, the City has determined to issue its refunding revenue bonds as follows: the City of Umatilla, Florida Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A (the "Bonds"); and

**WHEREAS**, the Bonds will be issued in a total principal amount of not to exceed \$10,000,000; and

**WHEREAS**, the City plans to use the proceeds of the Bonds to make a loan to Community Supports, Inc., a not-for-profit corporation (the "Borrower") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community, under the terms of the Loan Agreement, between the City and the Borrower to refund a portion of the City's Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (Fixed Rate Bonds) and Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (Adjustable Rate Bonds) (collectively, the "Refunded Bonds"), to pay the cost of issuing the Bonds, and pay the redemption premium on the Refunded Bonds; and

**WHEREAS**, the Refunded Bonds were used to finance and refinance the following facilities at Lakeview Terrace (a) completing the exterior renovations of existing garden homes, apartments and carports, (b) constructing a new main entrance west of State Route 19 and north of Keene Road, (c) constructing seven 4-unit independent living villas, (d) constructing a 5-story independent living tower, (e) replacing the wastewater treatment facility and (f) refinancing existing debt used for renovations to the Lakeview Terrace facilities (the "2012 Project").

**BE IT RESOLVED BY THE CITY OF UMATILLA, FLORIDA AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Constitution of the State, Chapter 166, Florida Statutes, as amended, Chapter 159, Part II, Florida Statutes, as amended, the home rule powers of the City and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** Unless the context otherwise requires, when used in this Resolution the terms defined in this section shall have the meanings specified in this section. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Authorized Officers" shall mean the Mayor and either the Clerk or the Acting City Clerk of the City.

"Bond Counsel" shall mean Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys reasonably acceptable to the City, the Bond Trustee and the Borrower of nationally recognized standing in matters pertaining to the validity of and the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Indenture" shall mean the Bond Trust Indenture to be entered into by and between the City and the Bond Trustee in substantially the form attached hereto as Exhibit A, as amended or supplemented from time to time.

"Bond Trustee" shall mean U.S. Bank National Association, as bond trustee under the Bond Indenture.

"Bondholder" shall mean TD Bank, N.A., as purchaser and initial bondholder of the Bonds.

"City" shall mean the City of Umatilla, Florida, a municipality and a political subdivision of the State.

"Clerk" shall mean the City Clerk, any acting City Clerk or any interim City Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Facility" shall mean Lakeview Terrace Retirement Community, located at 331 Raintree Drive, Altoona, Florida, which the Borrower owns and operates as a continuing care retirement community and associated health care and safe housing center that provides assisted living and long-term skilled nursing care.

"Fifth Supplemental Indenture" shall mean Supplemental Indenture for obligations securing the Bonds and obligations due and owing the Bondholder, by and among the Borrower, the other Obligated Group Members (as defined therein) and the Master Trustee, supplementing the Master Indenture.

"Indemnification Agreement" shall mean the Indemnification and Hold Harmless Agreement from the Borrower to the City.

"Loan Agreement" shall mean the Loan Agreement to be entered into by and between the City and the Borrower in substantially the form attached hereto as Exhibit B, as amended from time to time.

"2021 Obligations" shall mean obligations issued under the Fifth Supplemental Indenture.

"Master Indenture" shall mean the Master Trust Indenture dated as of December 1, 2012 among the Borrower, certain other Members of the Obligated Group (as defined therein), and the Master Trustee, including any amendments or supplements thereto.

"Master Trustee" shall mean U.S. Bank National Association, as successor master trustee under the Master Indenture.

**SECTION 3. FINDINGS.** It is hereby ascertained, determined and declared as follows:

A. The City is authorized by the Act to issue refunding revenue bonds for the refunding of the Refunded Bonds by making a loan to the Borrower and to pledge or assign as security for the payment of the principal of and interest on such refunding revenue bonds any money or other revenues to be derived or received by the City under the Loan Agreement.

B. The issuance of the Bonds will promote the public health and general welfare of the City and its residents and will improve the health and living conditions of such residents by assisting in refinancing the Refunded Bonds the proceeds of which were used to provide safe housing and care for seniors in a continuing care retirement community and related health facilities within the City.

C. Adequate provision is made under the terms of the Loan Agreement for the payment of the principal of and premium, if any, and interest on the Bonds. Taking into consideration the Borrower's ratio of current assets to current liabilities, net worth, earning trends, coverage of all fixed charges, the security for the Bonds and other factors determinative of the capability of the Borrower, financially or otherwise, the City hereby finds in accordance with the provisions of the Act that the Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Loan Agreement, including the obligations to make payments in the amounts and at the times required and to operate, repair and maintain at its own expense the Borrower's facilities, including the Lakeview Terrace Retirement Community which includes the 2012 Project. The 2012 Project is a "Project" within the meaning of the Act.

D. The Loan Agreement and the Bond Indenture, as herein described, provide for the payment of the principal of and premium, if any, and interest on the Bonds. The City will be able to continue to cope satisfactorily with the impact of the 2012 Project and will continue to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the facilities included in the 2012 Project and on account of any increases in population or other circumstances resulting therefrom.

E. To evidence and secure its payment obligations under the Loan Agreement, the Borrower will execute and deliver to the Bond Trustee the corresponding obligation issued under and pursuant to the Master Trust Indenture, as supplemented by the Fifth Supplemental Indenture.

F. The principal of, premium, if any, and interest on the Bonds and all payments to be made on behalf of the City required under and pursuant to the Loan Agreement and the Bond Indenture shall be payable solely from the proceeds to be derived by the City under and pursuant to the Loan Agreement, and the City shall never be required to pay the same from any funds of the City other than those derived by the City under the Loan Agreement. Neither the faith and credit nor the taxing power of the State, Lake County or the City or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate Lake County, the City, the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.



G. The City has been advised by Bond Counsel that, assuming compliance with certain tax covenants, the interest on certain series of the Bonds will be excluded from gross income of the holders thereof for purposes of federal income taxation under existing laws of the United States.

H. Section 147(f) of the Code requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit having jurisdiction over the area in which the 2012 Project is located.

I. The Borrower has requested the City, pursuant to Section 147(f) of the Code, approve the issuance of the Bonds.

J. The City Council of the City (the "Council") on June 1, 2021, caused to be posted a notice of a public hearing on the City's website, to be held on June 15, 2021, at 6:00 p.m., or as soon thereafter as the same may be heard, in the City Hall in the Council Chambers, 1 South Central Avenue, Umatilla, Florida 32784, to consider the issuance of the Bonds and the nature of the 2012 Project to be refinanced with the proceeds of the Bonds.

K. The public hearing so noticed, was duly held on the date hereof.

**SECTION 4. AUTHORIZATION OF BONDS.** The Bonds are hereby authorized to be issued in an aggregate principal amount not to exceed \$10,000,000, in the form and manner to be described in the Bond Indenture. The Bonds will be dated the date of delivery of the Bonds to the Bondholder, and interest thereon shall be payable as is provided in the Bond Indenture. The redemption of the Refunded Bonds as directed by the Borrower is authorized.

**SECTION 5. TEFRA APPROVAL.** The issuance of the Bonds by the City in the aggregate principal amount not to exceed \$10,000,000 for the benefit of the Borrower is hereby approved as required by Section 147(f) of the Code. The 2012 Project which consists of the prior facilities financed with the proceeds of the Refunded Bonds are located in the City and are owned and operated by the Borrower.

**SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE BOND INDENTURE.** As security for the payment of the principal of and premium, if any, and interest on the Bonds, the Bond Indenture, in substantially the form thereof attached hereto as Exhibit A, with such changes, alterations and corrections as may be approved by the Authorized Officers, such approval to be presumed by their execution thereof, is hereby approved by the City, and the City hereby authorizes the Authorized Officers to execute and to attest the Bond Indenture under the corporate seal of the City and to deliver the Bond Indenture to the Bond Trustee all of the provisions of which, when executed and delivered by the City as authorized herein and by the Bond Trustee duly authorized, shall be deemed to be a part of this Resolution as fully and to the

same extent as if incorporated verbatim herein. By incorporation of the Bond Indenture herein, the City provides the terms, conditions, covenants, rights, obligations, duties and agreement to and for the benefit of the holders of the Bonds, the City, the Borrower and the Bond Trustee.

**SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF LOAN AGREEMENT.** The Loan Agreement, in substantially the form thereof attached hereto as Exhibit B, with such changes, alterations and corrections as may be approved by the Authorized Officers, such approval to be presumed by their execution thereof, is hereby approved by the City, and the City hereby authorizes the Authorized Officers to execute and to attest the Loan Agreement under the corporate seal of the City and to deliver the Loan Agreement to the Borrower all of the provisions of which, when executed and delivered by the City as authorized herein and by the Borrower duly authorized, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 8. AUTHORIZATION OF EXECUTION AND DELIVERY OF AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Indemnification Agreement, in substantially the form thereof attached hereto as Exhibit C, with such changes, alterations and corrections as may be approved by the Authorized Officers, such approval to be presumed by their execution thereof, is hereby approved by the City, and the City hereby authorizes the Authorized Officers to execute and to attest the Indemnification Agreement under the corporate seal of the City and to accept the deliver the Indemnification Agreement from the Borrower all of the provisions of which, when executed and delivered by the City as authorized herein and by the Borrower duly authorized, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 9. NO PERSONAL LIABILITY.** No covenant, stipulation, obligation or agreement herein contained or contained in the Loan Agreement or the Bond Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, attorney, agent or employee of the City or its governing body in his individual capacity, and neither the City nor any official executing the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 10. NO THIRD PARTY BENEFICIARIES.** Except as herein or in the Loan Agreement or in the Bond Indenture otherwise expressly provided, nothing in this Resolution or in the Loan Agreement or in the Bond Indenture, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Borrower, the Bondholder, the holders of the Bonds, the Bondholder Representative (as defined in the Bond Indenture) and the Bond Trustee any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision thereof or of the Loan Agreement or of the Bond Indenture or; this Resolution, the Loan Agreement and the Bond Indenture and all provisions thereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, the Bondholder, the holders from time to time of the Bonds, the Bondholder Representative and the Bond Trustee.

**SECTION 11. PREREQUISITES PERFORMED.** All acts, conditions and things relating to the passage of this Resolution, to the issuance of the Bonds and the refunding and redemption of the Refunded Bonds, and to the execution of the Loan Agreement and the Bond Indenture required by the Constitution or laws of the State to happen, exist and be performed precedent to and in the passage hereof, and precedent to the issuance of the Bonds, and precedent to the execution and delivery of the Loan Agreement, and the Bond Indenture have happened, exist and have been performed as so required.

**SECTION 12. ASSENTS, ACCEPTANCES AND APPROVALS.** The Authorized Officers of the City are authorized to execute such tax documents, acceptances, waivers, notices, approvals, certifications, redemption documents for the Refunded Bonds, and other documents, as the City and Bond Counsel may deem necessary for the City to deliver the Bonds in the manner contemplated by the Loan Agreement and the Bond Indenture.

**SECTION 13. TAX COVENANTS.** The City covenants that it will not make and will not direct the Bond Trustee to make any investments or acquiesce in the making of any investments by the Bond Trustee pursuant to or under the Loan Agreement or the Bond Indenture which could cause the Bonds issued as tax-exempt obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations issued thereunder.

The City shall at all times do and perform all acts and things permitted by law and this Resolution which are necessary or desirable in order to assure that interest paid on the Bonds will be excluded from gross income of the holders thereof for purposes of federal income taxation and shall take no action that would result in such interest not being excluded therefrom. In furtherance thereof the Authorized Officers of the City are hereby authorized to execute and deliver a Tax Regulatory Agreement in connection with the issuance and sale of the Bonds in such form and substance as shall be approved by the Authorized Officers of the City executing the same.

**SECTION 14. BOND INDENTURE TO CONSTITUTE CONTRACT.** In consideration of the acceptance of the Bonds authorized to be issued under the Bond Indenture by the Bondholder, the Bond Indenture shall be deemed to be and shall constitute a contract between the City and the Bondholder. The covenants and agreements herein and in the Loan Agreement and Bond Indenture to be performed by the City shall be for the equal benefit, protection and security of the Bondholder secured respectively thereby, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any others thereof, except as expressly provided therein.

**SECTION 15. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions contained in this Resolution, either Loan Agreement or either Bond Indenture shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any

reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

**SECTION 16. REPEALING CLAUSE.** All resolutions, or parts thereof, of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 17. LIMITATION OF APPROVAL.** The approval contained in this Resolution shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the 2012 Project or creating any vested rights with respect to any land use regulations, and the City and City Council shall not be construed by virtue of adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval in this Resolution shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the refunding of the Refunded Bonds. In addition, approval given herein shall not be construed as (a) an endorsement of the creditworthiness of the Borrower or the financial viability of the 2012 Project, (b) a recommendation to the Bondholder, or any prospective purchaser to purchase the Bonds, or (c) an evaluation of the likelihood of the repayment of the debt service on the Bonds.

**SECTION 18. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

This Resolution was passed and approved this 15th day of June, 2021.

CITY OF UMATILLA, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Kent Adcock, Mayor

ATTEST:

By: \_\_\_\_\_  
Gwen Johns, Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A TO THE AUTHORIZING RESOLUTION**

**FORM BOND INDENTURE**

**EXHIBIT B TO THE AUTHORIZING RESOLUTION**

**FORM LOAN AGREEMENT**

**EXHIBIT C TO THE AUTHORIZING RESOLUTION**  
**INDEMNIFICATION AGREEMENT**



**BOND TRUST INDENTURE**

**between**

**CITY OF UMATILLA, FLORIDA**

**and**

**U.S. BANK NATIONAL ASSOCIATION**

**Trustee**

**July 1, 2021**

**Relating to**

**\$\_\_\_\_\_**

**City of Umatilla, Florida  
Refunding Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2021A**

## TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION.....	3
Section 101. Definitions.....	3
Section 102. Rules of Construction.....	10
ARTICLE II. AUTHORIZATION, EXECUTION, AUTHENTICATION, REGISTRATION AND DELIVERY OF BONDS.....	11
Section 201. Authorization of Series 2021 Bonds.....	11
Section 202. [Reserved].....	11
Section 203. Details of Series 2021 Bonds.....	11
Section 204. [Reserved.].....	13
Section 205. Adjustments to Interest Rates.....	13
Section 206. Execution of Series 2021 Bonds.....	13
Section 207. Authentication of Bonds.....	14
Section 208. Form of Series 2021 Bonds.....	14
Section 209. Delivery of Series 2021 Bonds; Application of Bond Proceeds.....	14
Section 210. [Reserved].....	15
Section 211. Exchange of Bonds; Persons Treated as Owners.....	15
Section 212. Charges for Exchange of Bonds.....	16
Section 213. [Reserved.].....	16
Section 214. Mutilated, Lost or Destroyed Series 2021 Bonds.....	16
Section 215. Cancellation and Disposition of Series 2021 Bonds.....	16
ARTICLE III. REDEMPTION AND PURCHASE OF SERIES 2021 BONDS.....	17
Section 301. Redemption Dates and Prices.....	17
Section 302. Notice of Redemption.....	19
Section 303. Selection of Bonds.....	20
ARTICLE IV. GENERAL COVENANTS AND PROVISIONS.....	20
Section 401. Payment of Series 2021 Bonds.....	20
Section 402. Covenants and Representations of Issuer.....	21
Section 403. Instruments of Further Assurance.....	22
Section 404. Records and Books of Issuer.....	22
Section 405. Rights under the Loan Agreement and the 2021A Obligation.....	22
Section 406. Prohibited Activities, Arbitrage Covenant, Tax Covenant.....	22
Section 407. Reports by Bond Trustee.....	23
Section 407. Refunded Bonds.....	23
ARTICLE V. CUSTODY AND APPLICATION OF BOND PROCEEDS; COSTS OF ISSUANCE FUND.....	23
Section 501. Establishment of Cost of Issuance Fund.....	23
Section 502. [Reserved].....	23
Section 503. [Reserved].....	23
Section 504. [Reserved].....	23
Section 505. [Reserved].....	23

Section 506. Costs of Issuance Fund.....	23
ARTICLE VI. REVENUES AND FUNDS .....	25
Section 601. Establishment of Funds and Accounts.....	25
Section 602. Funds Received.....	25
Section 603. [Reserved.].....	26
Section 604. [Reserved.].....	26
Section 605. Bond Fund.....	26
Section 606. Procedure When Funds Are Sufficient to Pay All Bonds.....	27
ARTICLE VII. INVESTMENTS .....	28
Section 701. Investment of Funds.....	28
Section 702. Investments through Bond Trustee's Bond Department.....	32
ARTICLE VIII. DISCHARGE OF BOND INDENTURE.....	32
Section 801. Discharge of Bond Indenture.....	32
ARTICLE IX. DEFAULT PROVISIONS AND REMEDIES OF BOND TRUSTEE AND BONDHOLDERS .....	34
Section 901. Events of Default; Default Rate.....	34
Section 902. Acceleration.....	34
Section 903. Other Remedies; Rights of Bondholders.....	35
Section 904. Right of the Bondholder Representative or Bondholders To Direct Proceeding.....	35
Section 905. [Reserved.].....	36
Section 906. Application of Moneys.....	36
Section 907. Remedies Vested in Bond Trustee.....	37
Section 908. Limitation on Suits.....	37
Section 909. Unconditional Right to Receive Principal, Premium and Interest.....	38
Section 910. Termination of Proceedings.....	38
Section 911. Waiver of Events of Default.....	39
Section 912. Notice of Defaults; Opportunity of the Corporation to Cure Defaults.....	39
ARTICLE X. THE BOND TRUSTEE.....	39
Section 1001. Acceptance of Trusts and Obligations.....	39
Section 1002. Fees, Charges and Expenses of Bond Trustee.....	43
Section 1003. Notice Required of Bond Trustee.....	44
Section 1004. Intervention by Bond Trustee.....	44
Section 1005. Merger or Consolidation of Bond Trustee.....	44
Section 1006. Resignation by Bond Trustee.....	44
Section 1007. Removal of Bond Trustee.....	45
Section 1008. Appointment of Successor Bond Trustee; Temporary Bond Trustee.....	45
Section 1009. Concerning any Successor Bond Trustee.....	45
Section 1010. Right of Bond Trustee or the Bondholder Representative To Pay Taxes and Other Charges.....	46
Section 1011. Bond Trustee Protected in Relying on Resolutions, etc.....	46
Section 1012. Successor Bond Trustee as Bond Registrar, Custodian of Funds and Paying Agent.....	47

Section 1013. Removal and Resignation Not to Affect Fees.....	47
Section 1014. Bond Trustee Article Controlling.....	47
Section 1015. No Recourse Against Officers or Employees of Trustee.....	47
ARTICLE XI. SUPPLEMENTAL INDENTURES.....	47
Section 1101. Supplemental Indentures Not Requiring Consent of Bondholders.....	47
Section 1102. Supplemental Indentures Requiring Consent of Bondholders.....	48
Section 1103. Consent of the Corporation Required. ....	49
Section 1104. Amendment by Written Consent.....	49
Section 1105. Amendment without Consent of Issuer.....	49
Section 1106. Opinion of Counsel Required.....	50
Section 1107. Bond Trustee's Obligation Regarding Supplemental Indentures and Amendments of the Master Indenture, the 2021A Obligation, the Loan Agreement and the Mortgage.....	50
ARTICLE XII. AMENDMENTS OF LOAN AGREEMENT, MASTER INDENTURE, mortgage and 2021A Obligation.....	50
Section 1201. Amendments of the Loan Agreement, Master Indenture, Mortgage and 2021A Obligation Not Requiring Consent of Bondholders.....	50
Section 1202. Amendments of the Loan Agreement, Master Indenture, Mortgage, and 2021A Obligation Requiring Consent of Bondholders.....	51
Section 1203. Limitation on Amendments.....	51
Section 1204. Amendment by Written Consent.....	51
Section 1205. Opinion of Counsel Required.....	52
Section 1206. Partial Consent to Amendment of Master Indenture.....	52
ARTICLE XIII. MISCELLANEOUS.....	52
Section 1301. Consents of Bondholders. ....	52
Section 1302. Limitation of Rights. ....	53
Section 1303. Limitation of Liability of Officers, etc. of Issuer. ....	53
Section 1304. Notices. ....	53
Section 1305. Payments/Actions Due on Holidays, Etc. ....	54
Section 1306. Successors and Assigns. ....	54
Section 1307. Severability.....	55
Section 1308. Applicable Law; Venue. ....	55
Section 1309. Counterparts. ....	55
Section 1310. Bondholders Right to Enforce Continuing Disclosure.....	55
Section 1311. Bondholder Representative Deemed Owner. ....	55

EXHIBIT A - Forms of Series 2021 Bonds

## **BOND TRUST INDENTURE**

This **BOND TRUST INDENTURE** dated as of July 1, 2021, between the **CITY OF UMATILLA, FLORIDA** (the "Issuer"), a duly constituted municipality under the laws of the State of Florida (the "State") and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association chartered under the laws of the United States of America and duly authorized and empowered to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as trustee (the "Bond Trustee");

**WHEREAS**, the Issuer is authorized under its home rule powers under the Constitution of the State, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to the issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop public health care within the boundaries of the Issuer and the State, to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the Issuer, the State and the inhabitants thereof; and

**WHEREAS**, the Issuer desires to promote such purposes by assisting in the refinancing of facilities for the residence or care of the aged in order to provide modern and efficient care and services to the inhabitants of the Issuer and care and safe housing of the aged in accordance with the Act; and

**WHEREAS**, the Issuer also desires to assist in the refinancing of facilities for the residence and care of the aged owned and operated by organizations which are exempt from taxation pursuant to §501(c)(3) of the Code in order to reduce the costs to residents of the Issuer of utilizing such facilities and in order to provide such facilities; and

**WHEREAS**, in order to further the purposes of the Act, the Issuer has determined to issue its Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (the "Series 2021 Bonds" or the "Bonds"), in a principal amount of \$\_\_\_\_\_ and use the proceeds thereof to make a loan to Community Supports, Inc., a not-for-profit corporation (the "Corporation") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community (herein referred to as "Lakeview Terrace" or the "Facility"), under the terms of a Loan Agreement dated as of the date hereof (the "Loan Agreement"), between the Issuer and the Corporation;

**WHEREAS**, the proceeds of the loan together with other funds will be used to refund \$\_\_\_\_\_ in outstanding par amount of the Issuer's Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A (Fixed Rate Bonds) and to refund \$\_\_\_\_\_ in outstanding par amount of the Issuer's Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (Adjustable Rate Bonds) (collectively, the "Refunded Bonds") to pay the cost of issuing the Series 2021 Bonds, and pay the redemption premium for the Refunded Bonds; and

**WHEREAS**, the Refunded Bonds were used to finance and refinance the following facilities at Lakeview Terrace (a) completing the exterior renovations of existing garden homes, apartments and carports, (b) constructing a new main entrance west of State Route 19 and north of Keene Road, (c) constructing seven 4-unit independent living villas, (d) constructing a 5-story independent living tower, (e) replacing the wastewater treatment facility and (f) refinancing existing debt used for renovations to the Lakeview Terrace facilities (the "2012 Project").

**WHEREAS**, simultaneously with the issuance of the Series 2021 Bonds, the Corporation will execute and deliver to the Issuer the 2021A Obligation (as defined herein) in the aggregate principal amount of the Series 2021 Bonds constituting an Obligation as defined in and issued under the Master Indenture (as defined herein), secured by the Master Indenture; and

**WHEREAS**, the Issuer is entering into this Bond Indenture for the purpose of authorizing the Series 2021 Bonds and securing the payment thereof by assigning its rights as registered owner of the 2021A Obligation and certain of its rights under the Loan Agreement to the Bond Trustee; and

**WHEREAS**, the Series 2021 Bonds and the Bond Trustee's certificate of authentication thereon are to be in substantially the form attached hereto as Exhibit A, with appropriate variations, omissions and insertions as permitted or required by this Bond Indenture; and

**WHEREAS**, all things necessary to make the Series 2021 Bonds, when authenticated by the Bond Trustee and issued as provided in this Bond Indenture, valid, binding and legal limited obligations of the Issuer and to constitute this Bond Indenture a valid and binding agreement securing the payment of the principal of and premium, if any, and interest on the Series 2021 Bonds issued and to be issued hereunder have been done and performed, and the execution and delivery of this Bond Indenture and the execution and issuance of the Series 2021 Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE, THIS BOND INDENTURE FURTHER WITNESSETH:**

That, as security for payment of the principal of, premium, if any, and interest on the Series 2021 Bonds when due, and for the funds which may be advanced by the Bond Trustee pursuant hereto, the Issuer does hereby pledge and assign to, and grant a security interest to the Bond Trustee in, the following described property:

A. The 2021A Obligation, and all rights, title and interest of the Issuer under, in and to the Loan Agreement, the 2021A Obligation, the Master Indenture, and all revenues and receipts receivable by the Issuer therefrom and the security therefor (except the Issuer's Unassigned Rights, as hereinafter defined), but excluding the payments made directly to the Issuer pursuant to Sections 4.1(b)(ii) and 5.3 of the Loan Agreement.

B. The other funds, including moneys, investment income and investments therein, held by the Bond Trustee pursuant to the terms of this Bond Indenture.

C. All other property of any kind mortgaged, pledged or hypothecated at any time as and for additional security hereunder by the Issuer or by anyone properly authorized on its behalf or with its written consent in favor of the Bond Trustee, which is hereby authorized to receive all such property at any time and to hold and apply it subject to the terms hereof.

**TO HAVE AND TO HOLD** all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Bond Trustee and its assigns forever.

**IN TRUST**, however, for the equal and proportionate benefit and security of the holders from time to time of the Series 2021 Bonds issued under and secured by this Bond Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the Series 2021 Bonds over any of the others, except in the case of funds held hereunder for the benefit of particular owners of Series 2021 Bonds.

The Issuer hereby covenants and agrees with the Bond Trustee and with the respective registered owners, from time to time, of the Series 2021 Bonds as follows:

## **ARTICLE I. DEFINITIONS AND RULES OF CONSTRUCTION**

### **Section 101. Definitions.**

Unless otherwise required by the context, all words and terms defined in the Loan Agreement and the Master Indenture shall have the same meaning in this Bond Indenture. In addition, the following words and terms shall have the following meanings in this Bond Indenture unless the context otherwise requires:

"2021A Obligation" shall mean Obligation No. 11.

"Act" shall be as defined in the WHEREAS clauses hereto.

"Authorized Denomination" shall mean \$250,000 or any integral multiple of \$5,000 in addition to such \$250,000 denomination amount.

"Authorized Representative of the Corporation" shall mean any person or persons designated to act on behalf of the Corporation by certificate signed by the Chief Executive Officer or Chief Financial Officer of the Corporation and filed with the Issuer, the Bond Trustee and the Bondholder Representative.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or other attorney or firm of attorneys nationally recognized on the subject of municipal bonds and reasonably acceptable to the Bond Trustee, the Issuer and the Bondholder Representative.

"Bond Financed Property" shall have the meaning set forth in Section 301(a).

"Bond Fund" shall mean the Bond Fund established by Section 601.

"Bondholder," "bondholder" or "Holder" shall mean initially TD Bank, N.A. and thereafter the registered owner of any Series 2021 Bond.

"Bondholder Put Date" means, July 1, 2031, and thereafter any Bondholder Put Date set pursuant to Section 203(d) hereof unless, in any case, such date is modified as provided in the definition of "Mandatory Purchase Date."

"Bondholder Representative" shall mean (i) TD Bank, N.A., so long as a majority in aggregate principal amount of the Outstanding Series 2021 Bonds are beneficially owned by TD Bank, N.A.; and (ii) at any other time, the designee, if any, of the holders of a majority in aggregate principal amount of the Outstanding Series 2021 Bonds in accordance with the terms of the Continuing Covenant Agreement (if so provided therein) or otherwise. If there shall be no designee (and the foregoing clause (i) is not applicable), the term Bondholder Representative shall be disregarded and all notices and consents shall be given to and by, respectively, the other parties referenced in the Loan Agreement, this Bond Indenture and the Fifth Supplemental Indenture. TD Bank, N.A. will provide immediate written notice to the Bond Trustee, the Master Trustee, the Group Representative and the Issuer when clause (i) above is no longer applicable.

"Bond Indenture" or "Indenture" shall mean this Bond Trust Indenture, including any amendments or supplements hereto made in accordance with the terms hereof.

"Bond Trustee" shall mean the bond trustee at the time serving as such under this Bond Indenture, whether the original or successor trustee.

"Bond Year" shall have the meaning as assigned in the Tax Certificate and Agreement.

"Business Day" shall mean any day, other than (i) a Saturday or a Sunday, (ii) a day on which banks located in the cities in which the corporate trust office of the Bond Trustee or the Bondholder Representative are located are required or authorized to remain closed and (iii) a day on which the New York Stock Exchange is closed.

"Code" shall mean the Internal Revenue Code of 1986, as amended, including applicable amendments thereto and rulings and regulations thereunder.

"Continuing Covenant Agreement" means, initially, the Continuing Covenant Agreement dated as of July 1, 2021, between the Members of the Obligated Group and the Bondholder Representative, as the same may be amended, supplemented, restated or otherwise modified from time to time, and any other agreement between any Member of the Obligated Group and the Bondholder Representative which may be designated as the Continuing Covenant Agreement.



"Corporation" shall mean Community Supports, Inc., a not-for-profit corporation, its successors and assigns.

"Costs of Issuance" shall have the meaning given in the Tax Certificate and Agreement.

"Costs of Issuance Fund" shall mean the Costs of Issuance Fund so designated and established by Section 501.

"Default Rate" shall mean the per annum rate of interest equal to the sum of the then current interest rate that would otherwise be in effect on the Series 2021 Bonds plus 4.00%.

"Determination of Taxability" means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when any Member files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;

(ii) on the date when a Bondholder or any former Bondholder notifies the Issuer and the Corporation that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Corporation of such notification from such Bondholder or such former Bondholder, as applicable, the Corporation shall deliver to such Bondholder or such former Bondholder, as applicable, a ruling or determination letter issued to or on behalf of the Issuer or any Member by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Issuer or the Corporation or any other Member shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Corporation or any other Member, or upon any review or audit of the Corporation or any other Member or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on the date when the Corporation or any other Member shall receive notice from a Bondholder, the Bondholder Representative or any former Bondholder that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income

of such Bondholder or such former Bondholder the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Corporation has been afforded the reasonable opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from a Bondholder, the Bondholder Representative or former Bondholder, the Corporation shall promptly reimburse, but solely from payments made by the Corporation, such Bondholder or former Bondholder for any payments, including any taxes, interest, penalties or other charges, such Bondholder (or former Bondholder) shall be obligated to make as a result of the Determination of Taxability.

"Electronic Means" shall mean telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

"Event of Default" shall mean any of the events enumerated in Section 901.

"Event of Taxability" means a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by any Member, or the failure to take any action by any Member, or the making by any Member of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Series 2021 Bonds) which has the effect of causing interest paid or payable on the Series 2021 Bonds to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Series 2021 Bonds to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Series 2021 Bonds.

"Fitch" shall mean Fitch Ratings, Inc. or its successors in the business of providing investment rating services, provided that if neither Fitch nor any successor is then in such business, the references to Fitch and ratings thereof shall be of no further force and effect.

"GAAP" shall mean those accounting principles generally accepted in the United States applicable in the preparation of financial statements, as promulgated from time to time by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

"Highest Lawful Rate" shall mean the maximum interest rate allowed by applicable law relating to usury as is in effect on the issue date of the Series 2021 Bonds or, to the extent allowed by applicable law, such higher interest rate as may thereafter be allowed.

"Indemnification Agreement" means the Indemnification and Hold Harmless Agreement dated as of July 1, 2021 from the Corporation to the Issuer.

"Interest Account" shall mean the account in the Bond Fund so designated and established by Section 601.

"Interest Payment Date" shall mean the first Business Day of each calendar month, commencing August 2, 2021.

"Issue Date" shall mean July 9, 2021.

"Issuer" shall mean the City of Umatilla, Florida.

"Loan Agreement" shall mean the Loan Agreement relating to the Series 2021 Bonds dated as of the date hereof between the Corporation and the Issuer, including any amendments or supplements thereto.

"Loan Payment" shall mean the repayment of principal and payments of interest and other payments required to be made under the Loan Agreement by the Corporation to the Bond Trustee or to others pursuant to Section 4.1 of the Loan Agreement or any payments of debt service transferred to the Bond Trustee pursuant to the Master Indenture.

"Mandatory Purchase Date" means each Bondholder Put Date, unless the Corporation shall have received written notice from the Bondholder not less than 120 days (or such shorter period of time as shall have been agreed to by the Corporation in writing) prior to the applicable Bondholder Put Date that such Bondholder has elected not to tender such Series 2021 Bond for purchase on such Bondholder Put Date whereupon such due date shall not be a Mandatory Purchase Date; and in the event the Bondholder elects not to tender such Series 2021 Bond for purchase upon any Bondholder Put Date as described above, the Bondholder may also deliver written notice to the Corporation and the Bond Trustee establishing or modifying the date of the next succeeding Bondholder Put Date or Dates, and, from and after such notice, the succeeding Bondholder Put Date(s) shall be the date(s) specified in such notice unless and until modified by subsequent notice pursuant to the terms hereof; provided, however, that any modification or establishment of a Bondholder Put Date shall only occur if the Bond Trustee and the Bondholder shall receive an Opinion of Bond Counsel to the effect that, on date such Bondholder Put Date is established or modified, the interest on the Series 2021 Bonds is excludable from the gross income of the Bondholder thereof for federal income tax purposes or that such action will not, in and of itself, adversely affect the exclusion of interest on the Series 2021 Bonds from the gross income of the holder thereof for federal income tax purposes.

"Margin Rate Factor" shall mean the product of (A) Tax-Exempt Factor and (B) 1.22699, rounded upward to the second decimal place. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

"Market Agent" shall mean a third-party financial advisory firm, investment banking firm, commercial bank or any other financial institution with experience in pricing information for tax-exempt municipal securities, as selected by the Corporation (and consented to by the Bondholder Representative) to serve as market agent in connection with setting the interest rate on the Series 2021 Bonds as provided for in Section 203 herein.

"Master Indenture" shall mean the Master Trust Indenture dated as of December 1, 2012 between the Corporation and the Master Trustee, including any amendments or supplements thereto.

"Master Trustee" shall mean U.S. Bank National Association, as successor to Wells Fargo Bank, National Association, as Master Trustee under the Master Indenture, and successors thereto.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bondholder Representative, the maximum statutory rate of federal income taxation which could apply to the Bondholder Representative).

"Member" has the meaning set forth in the Master Indenture.

"Moody's" shall mean Moody's Investors Service, Inc. or its successors in the business of providing investment rating services, provided that if neither Moody's nor any successor is then in such business the reference to Moody's and ratings thereof shall be of no further force and effect.

"Obligation No. 11" or "2021A Obligation" shall mean the Corporation's Promissory Note constituting Obligation No. 11 dated the Issue Date, issued pursuant to the Fifth Supplemental Indenture.

"Opinion of Bond Counsel" shall mean an opinion in writing signed by Bond Counsel.

"Outstanding" or "Bonds Outstanding" or "outstanding" means all Bonds that have been authenticated and delivered by the Bond Trustee under this Bond Indenture, except the following:

(a) Bonds canceled or purchased by or delivered to the Bond Trustee for cancellation pursuant to the provisions of this Bond Indenture;

(b) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which sufficient moneys are held by the Bond Trustee;

(c) Bonds deemed paid pursuant to Section 801;

(d) Bonds owned by, or on behalf of, any Member of the Obligated Group or any Affiliate thereof; and

(e) Bonds that have been authenticated under Section 211 (relating to registration and exchange of Bonds) or Section 214 (relating to mutilated, lost, stolen, destroyed or undelivered Bonds) in lieu of other Bonds.

"Permitted Investments" shall mean those investments listed in Section 701.

"Principal Account" shall mean the account in the Bond Fund so designated and established by Section 601.

"Record Date" shall mean the close of business on the Business Date immediately preceding such Interest Payment Date.

"Reset Date" shall mean with respect to the Series 2021 Bonds, initially, the Series 2021 Bonds Initial Reset Date and, thereafter, the day immediately succeeding the last day of any subsequent Reset Period established pursuant to Section 203(d) hereof, which, in any case, is the date on which the interest rate for the Series 2021 Bonds may be reset in accordance with the terms hereof.

"Reset Period" shall mean with respect to the Series 2021 Bonds, each period from and including a Reset Date to but excluding the immediately succeeding Mandatory Purchase Date applicable to the Series 2021 Bonds as determined pursuant to Section 203(d) hereof

"Responsible Officer" when used with respect to the Bond Trustee, shall mean the authorized person in the corporate trust department of the Bond Trustee having direct responsibility for administration of this Bond Indenture.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Series 2021 Bonds" shall mean the Issuer's Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A.

"Series 2021 Bonds Initial Reset Date" shall mean July \_\_\_, 2031.

"Standard & Poor's" or "S&P" shall mean S&P Global Ratings, a business of Standard & Poor's Financial Services LLC, or its successors in the business of providing investment rating services, provided that if neither Standard & Poor's nor any successor is then in such business the references to Standard & Poor's and ratings thereof shall be of no further force and effect.

"Stated Maturity," when used with respect to any Series 2021 Bond or any installment of interest thereon, shall mean the date specified in such Series 2021 Bond as the fixed date on which the principal of such Series 2021 Bond or such installment of interest is due and payable.

"Taxable Date" shall mean the date on which interest on any of the Series 2021 Bonds is first includable in gross income of a Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such date is established pursuant to a Determination of Taxability.

"Taxable Rate" shall mean the product of (i) the interest rate otherwise in effect with respect to the Bonds during any applicable period and (ii) the Taxable Rate Factor.

"Taxable Rate Factor" shall mean, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

"Tax Certificate and Agreement" shall mean the Tax Certificate and Agreement of the Issuer and the Corporation, dated as of the Issue Date.

"Tax-Exempt Factor" shall mean the sum of (i) one minus the Maximum Federal Corporate Tax Rate and (ii) the Adjustment Spread. For the purposes of this defined term, "Adjustment Spread" shall mean (i) three percent (3.0%), if the Maximum Federal Corporate Tax Rate is equal to or less than thirty percent (30%), and (ii) four and one half percent (4.5%) if the Maximum Federal Corporate Tax Rate is greater than thirty percent (30%).

"Trust Estate" shall mean all of the moneys, properties and rights described in the granting clause of this Bond Indenture.

"Unassigned Rights" shall mean the rights of the Issuer under the Loan Agreement to payment of fees and expenses, indemnification and receipt of notices.

#### **Section 102. Rules of Construction.**

The following rules shall apply to the construction of this Bond Indenture unless the context otherwise requires:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of Series 2021 Bonds shall not be deemed to refer to or connote the payment of Series 2021 Bonds at their stated maturity.

(c) All references herein to particular articles or sections are references to articles or sections of this Bond Indenture unless otherwise stated.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Bond Indenture nor shall they affect its meaning, construction or effect.

(e) All references herein to the payment of Series 2021 Bonds are references to payment of principal of and interest on Series 2021 Bonds.

(f) All accounting terms used herein which are not otherwise expressly defined in this Bond Indenture shall have the meanings respectively given to them in accordance with GAAP. Except as otherwise expressly provided herein, all financial computations made pursuant to this Bond Indenture shall be made in accordance with GAAP and all balance sheets and other financial statements shall be prepared in accordance with GAAP.

(g) Unless otherwise specified, all references to time shall mean New York City time.

**ARTICLE II.**  
**AUTHORIZATION, EXECUTION,**  
**AUTHENTICATION, REGISTRATION AND DELIVERY OF BONDS**

**Section 201. Authorization of Series 2021 Bonds.**

The Issuer hereby authorizes the issuance of its Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A, in a principal amount of \$\_\_\_\_\_.

**Section 202. [Reserved].**

**Section 203. Details of Series 2021 Bonds.**

(a) The Series 2021 Bonds shall be issuable initially as one Series 2021 Bond certificate in the par amount of the Series 2021 Bonds and as a registered bond registered to TD Bank N.A. The Series 2021 Bonds shall remain in Authorized Denominations, shall be numbered appropriately, shall bear interest payable monthly commencing on August 1, 2021, and on the first Business Day of each month thereafter at rate described below and shall mature on \_\_\_\_\_, 20\_\_\_\_. The Series 2021 Bond shall be dated the date of delivery. The Series 2021 Bonds shall bear interest computed on the basis of actual days elapsed on a 360-day year.

(b) The initial interest rate on the Series 2021 Bonds is rate which is fixed through the Series 2021 Bonds Initial Reset Date, subject to the provisions in Sections 205 and 901. The initial interest rate for the Series 2021 Bonds is \_\_\_\_%. The Series 2021 Bonds are subject to purchase by the Corporation at a purchase price equal to the outstanding principal amount thereof, plus accrued and unpaid interest to the Mandatory Purchase Date upon a mandatory tender by the Holder on any Mandatory Purchase Date, subject to the agreement of the Bondholder Representative to continue to hold the Series 2021 Bonds for a new Reset Period established pursuant to Section 203(d) hereof. From and after any Reset Date, the interest rate

on the Series 2021 Bonds will be such per annum rate of interest as determined pursuant to Section 203(d) hereof, unless adjusted pursuant to Section 205 or 901 hereof.

(c) Principal of, premium, if any, and interest on the Series 2021 Bonds shall be payable in lawful money of the United States of America, but only from the revenues and receipts derived from the Corporation and the security therefor and pledged to the payment thereof as hereinafter provided. Principal of and premium, if any, on the Series 2021 Bonds shall be payable without presentation (except at maturity or payment in full of the Series 2021 Bonds where presentation shall be required) as such amounts become due through the designated trust operations office of the Bond Trustee. Interest on Series 2021 Bonds shall be payable to the registered owners by check or draft mailed to such owners at their addresses as they appear on registration books kept by the Bond Trustee as Bond Registrar as of the Record Date. TD Bank, N.A. and any Holder of at least \$1,000,000 in aggregate principal amount of Series 2021 Bonds may elect, by written request to the Bond Trustee delivered prior to the applicable Record Date with respect to interest and principal, to have payment of interest and principal made by federal funds, wire transfer or any other customary banking arrangement acceptable to the Bond Trustee to a bank located within the continental United States for deposit to an account designated in writing by such Holder.

Notwithstanding anything to the contrary set forth herein, if any principal of or premium, if any, or interest on any Series 2021 Bond is not paid when due (whether at maturity, upon acceleration or call for redemption or otherwise), then the overdue installments of principal and, to the extent permitted by law, interest shall bear interest until paid at the Default Rate.

(d) The Corporation, by written direction to the Bond Trustee and the Bondholder Representative, may elect that the Series 2021 Bonds shall be converted to bear interest for a new Reset Period applicable thereto, which shall begin on the immediately succeeding Reset Date. In addition, such direction shall be accompanied by a letter of Bond Counsel that it expects to be able to give an Opinion of Bond Counsel to the effect that, on the date of such new Reset Period, the interest on the Series 2021 Bonds is excludable from the gross income of the Bondholder thereof for federal income tax purposes or that the establishment of the interest rate for the Reset Period will not, in and of itself, adversely affect the exclusion of interest on the Series 2021 Bonds from the gross income of the holder thereof for federal income tax purposes on the Reset Date. In addition, the Corporation's direction shall confirm the appointment of a Market Agent. Such direction of the Corporation shall also state the Mandatory Purchase Date and the Market Agent shall provide the new interest rate applicable to the Series 2021 Bonds. The new interest rate applicable to the Series 2021 Bonds shall be determined by the Market Agent such that the applicable interest rate shall be the interest rate per annum (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 2021 Bonds and known to the Market Agent to have been priced or traded under then prevailing market conditions) to be the minimum interest rate at which a prospective purchaser of the Series 2021 Bonds will agree to purchase the Series 2021 Bonds on the Reset Date at a price (without regard to accrued interest) equal to the principal amount thereof. During each Reset Period



commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Reset Period, the interest rate borne by the Series 2021 Bonds shall be the interest rate per annum established pursuant to this Section 203(d), subject to any adjustments set forth here. On each Reset Date the Bond Trustee shall receive an Opinion of Bond Counsel to the effect that, on the date of such new Reset Period, the interest on the Series 2021 Bonds is excludable from the gross income of the Bondholder thereof for federal income tax purposes or that the establishment of the interest rate for the Reset Period will not, in and of itself, adversely affect the exclusion of interest on the Series 2021 Bonds from the gross income of the holder thereof for federal income tax purposes.

(e) The outstanding principal balance of the Series 2021 Bonds on the Issue Date shall be \$\_\_\_\_\_, and shall decrease in connection with any prepayment or redemption of the principal amount of the Series 2021 Bonds.

**Section 204. [Reserved.]**

**Section 205. Adjustments to Interest Rates.**

- (1) Margin Rate Factor. The interest rate applicable to the Series 2021 Bonds shall, at all times, be multiplied by the Margin Rate Factor from time to time in effect.
- (2) Taxable Rate. From and after any Taxable Date, the interest rate on Series 2021 Bonds shall be established at a rate at all times equal to the Taxable Rate.
- (3) Default Rate. Notwithstanding the foregoing provisions of this Section 205, upon the occurrence and during the continuation of an Event of Default, the interest rate for Series 2021 Bonds shall be established at a rate at all times equal to the Default Rate.

**Section 206. Execution of Series 2021 Bonds.**

The Series 2021 Bonds shall be signed by the manual or facsimile signature of the Mayor or the Vice Mayor of the Issuer, and a manual or facsimile of its seal shall be printed thereon and attested by the manual or facsimile signature of the Acting City Clerk of the Issuer. In case any officer whose signature or a facsimile of whose signature shall appear on any Series 2021 Bond shall cease to be such officer before the delivery of the Series 2021 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes as if he had remained in office until such delivery. Any Series 2021 Bond may bear the facsimile signature of such persons as at the actual time of the execution thereof shall be the proper officers to sign such Series 2021 Bond although at the date of delivery of such Series 2021 Bond such persons may not have been such officers. In order for the signature on any Series 2021 Bonds to be a facsimile, the facsimile shall be on file in accordance with the laws of the State of Florida.

**Section 207. Authentication of Bonds.**

The Series 2021 Bonds shall bear a certificate of authentication, substantially in the forms set forth collectively in Exhibit A, duly executed by the Bond Trustee. The Bond Trustee shall authenticate each Series 2021 Bond with the signature of an authorized signatory of the Bond Trustee, but it shall not be necessary for the same authorized signatory to authenticate all of the Series 2021 Bonds. Only such authenticated Series 2021 Bonds shall be entitled to any right or benefit under this Bond Indenture, and such certificate on any Series 2021 Bond issued hereunder shall be conclusive evidence that the Series 2021 Bond has been duly issued and is secured by the provisions hereof.

**Section 208. Form of Series 2021 Bonds.**

The Series 2021 Bonds shall be substantially in the forms set forth in Exhibit A, with such appropriate variations, omissions and insertions as permitted or required by this Bond Indenture.

**Section 209. Delivery of Series 2021 Bonds; Application of Bond Proceeds.**

(a) Issuance of the Series 2021 Bonds. The Bond Trustee shall authenticate and deliver the Series 2021 Bonds when there have been filed with it the following:

(i) A certified copy of a resolution or resolutions of the Issuer authorizing (A) the execution and delivery of the Loan Agreement and this Bond Indenture, and (B) the issuance, sale, execution and delivery of the Series 2021 Bonds;

(ii) An original executed counterpart of this Bond Indenture;

(iii) An original executed counterpart copy of the Loan Agreement;

(iv) The original executed 2021A Obligation assigned by the Issuer, without recourse, to the Bond Trustee;

(v) An original executed counterpart of the Master Indenture;

(vi) A mortgagee title insurance policy or an endorsement thereto on the Mortgaged Premises (as defined in the Master Indenture) in an amount no less than the maximum aggregate principal amount of the Obligations under the Master Indenture, and designating the Master Trustee as the insured named in Schedule A thereto;

(vii) An Opinion of Counsel to the Corporation, to the effect that the Corporation is (A) a "501(c)(3) organization" within the meaning of Section 145 of the Code, and (B) not a private foundation within the meaning of Section 509(a) of the Code and that the Loan Agreement, the Series 2021A Obligation, the Master Indenture and the Mortgage have been

duly authorized, executed and delivered by the Corporation and are enforceable against the Corporation, subject to bankruptcy and equitable principles;

(viii) Internal Revenue Service form 8038 executed by the Issuer with respect to the Series 2021 Bonds, together with a certificate of the Corporation with respect to the information contained therein;

(ix) An opinion of Bryant Miller Olive, P.A., Bond Counsel, that the interest on the Series 2021 Bonds is not includable in gross income for federal income tax purposes under existing law and also to the effect that the issuance of the Series 2021 Bonds has been duly authorized; and

(x) A request and authorization of the Issuer, signed by its Mayor or Vice Mayor, to the Bond Trustee to authenticate and deliver the Series 2021 Bonds to TD Bank, N.A. upon payment to the Bond Trustee for the account of the Issuer of a specified sum plus accrued interest to the date of delivery.

(b) Use of Proceeds and Transferred Funds. Simultaneously with the delivery of the Series 2021 Bonds, the Bond Trustee shall apply, or arrange for the application of, or transfer the proceeds of the Series 2021 Bonds of \$ \_\_\_\_\_ as follows:

(i) \$ \_\_\_\_\_ will be deposited in the Costs of Issuance Fund to pay Costs of Issuance of the Series 2021 Bonds; and

(ii) \$ \_\_\_\_\_ of the proceeds of the Series 2021 Bonds shall be deposited with the Bond Trustee as the Bond Trustee for the Refunded Bonds in order, together with \$ \_\_\_\_\_ which are other available funds, to refund on the Issue Date \$ \_\_\_\_\_ in a par amount of the Refunded Bonds.

Upon the delivery of the Series 2021 Bonds, \$ \_\_\_\_\_ of the excess funds held in Reserve Fund No. 1 under the Master Indenture will be transferred to the Bond Trustee for use under subsection (ii) above.

**Section 210. [Reserved].**

**Section 211. Exchange of Bonds; Persons Treated as Owners.**

The Bond Trustee shall maintain registration books for the registration of exchange of Series 2021 Bonds. Upon surrender of any Series 2021 Bond at the designated corporate trust office of the Bond Trustee, together with an assignment duly executed by the registered owner or his duly authorized attorney or legal representative in such form as shall be satisfactory to the Bond Trustee, such Series 2021 Bond may be exchanged for an equal aggregate principal amount of Series 2021 Bonds of Authorized Denominations, of the same series and subseries, form and maturity, bearing interest at the same rate or rates as the Series 2021 Bonds surrendered and registered in the name or names requested by the then registered owner. The

Issuer shall execute and the Bond Trustee shall authenticate any Series 2021 Bonds necessary to provide for exchange of Series 2021 Bonds pursuant to this section.

Prior to due presentment for registration of transfer of any Series 2021 Bond, the Bond Trustee shall treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person registered on the most recent Record Date as owner on the registration books maintained by the Bond Trustee.

**Section 212. Charges for Exchange of Bonds.**

Any exchange of Series 2021 Bonds shall be at the expense of the Corporation, except that the Bond Trustee as Series 2021 Bond Registrar shall make a charge to any Bondholder requesting such exchange in the amount of any tax or other governmental charge required to be paid with respect thereto.

**Section 213. [Reserved.]**

**Section 214. Mutilated, Lost or Destroyed Series 2021 Bonds.**

If any Series 2021 Bond has been mutilated, lost or destroyed, the Issuer shall execute, and the Bond Trustee shall authenticate and deliver, a new Series 2021 Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Series 2021 Bond or in lieu of and in substitution for such lost or destroyed Series 2021 Bond; provided, however, that the Issuer and the Bond Trustee shall so execute, authenticate and deliver such new Series 2021 Bond only if the holder has paid the reasonable expenses and charges of the Issuer and the Bond Trustee in connection therewith and, in the case of a lost or destroyed Series 2021 Bond, (a) has filed with the Issuer and the Bond Trustee evidence satisfactory to them that such Series 2021 Bond was lost or destroyed and that the holder was the owner thereof and (b) has furnished to the Issuer and the Bond Trustee indemnity satisfactory to them. If any such Series 2021 Bond has matured, instead of issuing a new Series 2021 Bond the Bond Trustee may pay the same without surrender thereof.

**Section 215. Cancellation and Disposition of Series 2021 Bonds.**

All Series 2021 Bonds that have been paid (whether at maturity, upon acceleration or call for redemption or otherwise) or delivered to the Bond Trustee by the Corporation for cancellation shall not be reissued, and the Bond Trustee shall, unless otherwise directed by the Issuer, cremate, shred or otherwise dispose of such Series 2021 Bonds in accordance with the standard procedures of the Bond Trustee. The Bond Trustee shall, upon request, deliver to the Issuer a certificate of any such cremation, shredding or other disposition.

**ARTICLE III.**  
**REDEMPTION AND PURCHASE OF SERIES 2021 BONDS**

**Section 301. Redemption Dates and Prices.**

The Series 2021 Bonds may not be called for redemption by the Issuer, at the direction of the Corporation, except as provided below:

(a) Extraordinary Optional Redemption. The Series 2021 Bonds are subject to redemption, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus the Break Funding Payment (as defined below), plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the Corporation, to the extent the Corporation makes a prepayment on the 2021A Obligation under the circumstances permitted by Section 7.1 of the Loan Agreement and Section 3.05 of the Master Indenture. In the circumstance contemplated by Section 7.1(b) of the Loan Agreement, the Series 2021 Bonds shall be subject to extraordinary optional redemption in an amount that bears the same pro rata relationship to the aggregate principal amount of the Series 2021 Bonds then Outstanding as that portion of the Mortgaged Premises refinanced with the proceeds of the Series 2021 Bonds (the "Bond Financed Property") with respect to which the Net Proceeds have been received bears to all Bond Financed Property. In the event of a partial extraordinary optional redemption, the Series 2021 Bonds shall be redeemed in the order specified in Section 303.

(b) Optional Redemption.

The Series 2021 Bonds may be redeemed in whole or in part, on any Business Day, at the option of the Issuer, as directed by the Corporation, at a price of par plus accrued interest plus the Break Funding Payment (as defined below) (if any) calculated pursuant to the provisions below. The Bondholder Representative shall calculate any Break Funding Payment which calculation shall, in absence of manifest error, be conclusive and binding on the Corporation, and shall provide such Break Funding Payment amount to the Corporation and to the Bond Trustee. The application of the Break Funding Payment is not intended to, and shall not be deemed to be, an increase in the interest rate payable on the Series 2021 Bonds. The Corporation agrees that the Break Funding Payment is payable as liquidated damages for the loss of bargain, and its payment shall not in any way reduce, affect, or impair any other obligation of the Issuer or the Corporation, under this Bond Indenture, the Loan Agreement or the Series 2021 Bonds.

The Break Funding Payment shall be calculated as follows: The "Current Rate" (as hereinafter defined), shall be subtracted from the "Original Rate" (as hereinafter defined). If the result is zero or a negative number, there shall be no Break Funding Payment due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the product of (x) the amount being prepaid times (y) a fraction, the numerator of which is equal to the number of days in the "Remaining Term" (as hereinafter defined) and the denominator of

which is 360. The resulting amount is the Break Funding Payment due to the Bondholder upon prepayment or conversion of the principal of the Series 2021 Bonds plus any accrued interest due as of the prepayment or conversion date and is expressed in the following calculation:

"Break Funding Payment" = Amount Being Prepaid or Converted × (Original Rate – Current Rate) × Days in the Remaining Term/360 days + any accrued interest due.

"Remaining Term" as used herein means the shorter of (i) the remaining term of the Series 2021 Bonds and (ii) the Mandatory Purchase Date.

"Current Rate" means the Treasury Constant Maturities Rate effective on the date of calculation.

"Federal Reserve Banking Day" means any day other than a Saturday or Sunday that is neither a legal holiday nor a day on which Federal Reserve is authorized or required by law, regulation or executive order to close.

"Original Rate" means the Treasury Constant Maturities Rate effective on the date the fixed rate is locked.

"Treasury Constant Maturities Rate" as used herein shall mean the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity closest to the Remaining Term as published on the Federal Reserve Board website (currently [federalreserve.gov/releases/h15/](http://federalreserve.gov/releases/h15/)) or another recognized electronic source, two (2) Federal Reserve Banking Days prior to the determination date.

To exercise the optional redemption and prepayment granted in this Section 301(b), Corporation shall give written notice to the Bond Trustee and the Bondholders which shall specify therein (i) the date of the intended optional prepayment of the Series 2021 Bonds, which shall not be less than thirty (30) days from the date the notice is mailed and (ii) the principal amount of the Series 2021 Bond to be prepaid.

Any partial optional redemption of the Series 2021 Bonds shall be applied by the Bond Trustee to unpaid installments of principal in inverse order or otherwise as consented to by the Bondholders. The Corporation shall state such election in its prepayment notice to the Bondholders and the Bond Trustee.

The Series 2021 Bonds shall also be redeemed on the dates, in the amounts and in the manner set forth in the Continuing Covenant Agreement at a price of par plus accrued interest plus the Break Funding Payment (if any).

(c) Mandatory Redemption upon Determination of Taxability. The Series 2021 Bonds are subject to mandatory redemption in whole at a redemption price equal to 105% of the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date on any Business Day within forty-five (45) days after the

occurrence of a Determination of Taxability; provided, however, if mandatory redemption on account of a Determination of Taxability of less than all of the Series 2021 Bonds would result, in the Opinion of Bond Counsel delivered to the Bond Trustee, in the interest on the Series 2021 Bonds Outstanding following such mandatory redemption not being includable in the gross income of the Holders of such Series 2021 Bonds Outstanding, then the Series 2021 Bonds are subject to mandatory redemption upon the occurrence of a Determination of Taxability in the principal amount specified in such opinion; provided that such redemption must be in an Authorized Denomination.

(d) Mandatory Sinking Fund Redemption of Series 2021 Bonds. The Bond Trustee shall redeem the Series 2021 Bonds on July 1 in the years and in principal amounts and at a price of 100% of the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year	Amount
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\*Final Maturity

**Section 302. Notice of Redemption.**

During any period during which TD Bank, N.A. is the sole Holder of the Series 2021 Bonds, no notice of redemption of the sinking fund redemptions under Section 301(d) shall be required and the provisions of Section 301 shall govern notices given in conjunction with any optional redemption thereunder. During any other period, the Bond Trustee shall cause notice of the call for any such redemption identifying the Series 2021 Bonds to be redeemed to be sent by first class mail not less than 30 nor more than 60 days prior to the redemption date to the owner of each Series 2021 Bond to be redeemed at his address as it appears on the registration books. Failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2021 Bond with respect to which no such failure or defect has occurred.

Any notice of redemption mailed as specified in this section shall be deemed to have been duly given when mailed by the Bond Trustee. Any such notice shall be given in the Issuer's name, identify the Series 2021 Bonds to be redeemed by name, series, certificate number, interest rate, maturity date and any other descriptive information determined by the Bond Trustee to be needed to identify the Series 2021 Bonds. All such notices shall also state that on the redemption date the Series 2021 Bonds called for redemption will be payable at the Bond Trustee's designated corporate trust office and that from that date interest will cease to accrue.

A notice of optional redemption shall describe whether the conditions under which the call for redemption may be revoked. The revocation of any redemption in accordance with any condition described in the related notice of redemption shall not constitute an Event of Default hereunder.

On or before the date fixed for redemption, the Corporation shall deposit funds with the Bond Trustee to pay the principal of, premium, if any, and interest accrued thereon to the redemption date on the Series 2021 Bonds called for redemption. Upon the happening of the above conditions, the Series 2021 Bonds or portions thereof thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be entitled to the benefits provided by this Bond Indenture and shall not be deemed to be Outstanding under the provisions of this Bond Indenture.

### **Section 303. Selection of Bonds.**

During any period which the Series 2021 Bonds are held by Holders other than TD Bank, N.A., if less than all of the Series 2021 Bonds are called for redemption, the Series 2021 Bonds to be redeemed shall be selected by the Bond Trustee by lot, each \$100,000 principal amount being counted as one Series 2021 Bond for this purpose. If a Series 2021 Bond having a principal amount of more than the amount called for redemption is called for redemption, a new registered Series 2021 Bond in principal amount equal to the unredeemed portion will be issued to the registered owner upon the surrender of the Series 2021 Bond.

## **ARTICLE IV. GENERAL COVENANTS AND PROVISIONS**

### **Section 401. Payment of Series 2021 Bonds.**

The Issuer shall promptly pay when due the principal of (whether at maturity, upon acceleration or call for redemption or otherwise) and premium, if any, and interest on the Series 2021 Bonds at the places, on the dates and in the manner provided herein and in the Series 2021 Bonds; provided, however, that such obligations are not general obligations of the Issuer but are limited obligations payable solely from the revenues and receipts derived from payments from the Corporation under the Loan Agreement, the Master Indenture and the 2021A Obligation, which revenues and receipts are hereby specifically pledged to such purposes in the manner



and to the extent provided herein. Neither the council members of the Issuer nor any persons executing the Series 2021 Bonds shall be liable personally on the Series 2021 Bonds by reason of the issuance thereof. The Series 2021 Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the Issuer, the State or any political subdivision thereof. Neither the Issuer nor any political subdivision thereof including the Issuer, shall be liable for the Series 2021 Bonds or obligated to pay the principal, premium, if any, or the interest thereon or other costs incident thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the Issuer or any political subdivision thereof, is pledged to the payment of the principal of or the premium, if any, or the interest on the Series 2021 Bonds or other costs incident thereto.

Notwithstanding anything to the contrary contained herein, the Series 2021 Bonds, together with interest thereon and redemption premiums with respect thereto, are special, limited obligations of the Issuer secured by the 2021A Obligation, the Loan Agreement and the Master Indenture and shall always be payable solely from the revenues and income of the Corporation derived from the 2021A Obligation, the Loan Agreement and the Master Indenture (except to the extent paid out of moneys attributable to proceeds of the Series 2021 Bonds or the income from the temporary investment thereof) and shall always be a valid claim of the owner thereof only against the revenues and income derived from the 2021A Obligation, the Loan Agreement and the Master Indenture, which revenues and income shall be used for no other purposes than to pay the principal installments of, redemption premium, if any, and interest on, or purchase price of, the Series 2021 Bonds, except as may be expressly authorized otherwise in this Bond Indenture, the Loan Agreement and the Master Indenture. The Series 2021 Bonds and the obligation to pay interest thereon and any redemption premium and purchase price with respect thereto shall not be deemed to constitute a debt or pledge of the faith and credit of the Issuer or any political subdivision thereof, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the 2021A Obligation, the Loan Agreement and the Master Indenture. No owner of the Series 2021 Bonds shall have the right to compel the exercise of the taxing power, if any, of the Issuer or any political subdivision thereof, to pay any principal installment of, redemption premium, if any, or purchase price of, or interest on the Series 2021 Bonds.

#### **Section 402. Covenants and Representations of Issuer.**

The Issuer shall observe and perform all covenants, conditions and agreements on its part contained in this Bond Indenture, in every Series 2021 Bond executed, authenticated and delivered hereunder and in all its proceedings pertaining thereto; provided, however that the liability of the Issuer under any such covenant, condition or agreement for any breach or default by the Issuer thereof or thereunder shall be limited solely to the revenues and receipts derived from payments under the 2021A Obligation, the Loan Agreement, and the Master Indenture and the security therefor. The Issuer represents that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Series 2021 Bonds authorized hereby and to execute this Bond Indenture, to execute and assign the Loan Agreement, to assign the 2021A Obligation and to pledge the revenues,

receipts and funds in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2021 Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken; and that the Series 2021 Bonds in the hands of the holders thereof, when issued and the purchase price paid therefor, are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof except as limited by bankruptcy laws and usual equity principles.

**Section 403. Instruments of Further Assurance.**

The Issuer shall at the expense of the Corporation reasonably cooperate with the Corporation, the Bond Trustee, the Bondholder Representative and the Bondholders in protecting the rights and security of the Bondholders.

**Section 404. Records and Books of Issuer.**

All books and documents in the Issuer's possession relating to the Loan Agreement and the 2021A Obligation and the revenues derived therefrom shall be open for inspection during normal business hours for the records custodians of the Issuer, by such agents of the Bond Trustee, the Bondholder Representative or the holders of 25% in aggregate principal amount of Series 2021 Bonds then Outstanding as may from time to time be designated.

**Section 405. Rights under the Loan Agreement and the 2021A Obligation.**

The Bond Trustee, in its own name or in the name of the Issuer, or the Bondholder Representative may enforce all rights of the Issuer and all obligations of the Corporation under and pursuant to the Loan Agreement and the 2021A Obligation for and on behalf of the Holders, whether or not the Issuer is in default hereunder.

**Section 406. Prohibited Activities, Arbitrage Covenant, Tax Covenant.**

The Issuer shall not knowingly engage in any activities or take any action that might result in the income of the Issuer derived from the Corporation becoming taxable to it.

The Issuer and the Bond Trustee covenant for the benefit of the Holders of the Series 2021 Bonds that they will not knowingly, to the extent within their control, take any action to cause the proceeds of the Series 2021 Bonds, the earnings on those proceeds or any moneys on deposit in any fund or account maintained with respect to the Series 2021 Bonds (whether such moneys were derived from the proceeds of the sale of the Series 2021 Bonds or from other sources) to be used in a manner that will cause the Series 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code (including but not limited to ensuring compliance with the ongoing requirements of Section 148 of the Code concerning the rebate and non-purpose investment rules) all in accordance with the Tax Certificate and Agreement. This covenant shall survive the defeasance or payment in full of the Series 2021 Bonds, notwithstanding any other provision of this Bond Indenture until requirements for payment of any rebate amounts pursuant to Section 148(f) of the Code have been satisfied.

The Issuer and the Bond Trustee covenant for the benefit of the Holders of the Series 2021 Bonds that they will not knowingly, to the extent within their control, take any action to cause or permit any action to be taken that would cause the interest on the Series 2021 Bonds to be includable in gross income for federal income tax purposes. This covenant shall survive the defeasance or payment in full of the Series 2021 Bonds, notwithstanding any other provision of this Bond Indenture until the requirements for payment of any rebate amounts pursuant to Section 148(f) of the Code have been fully satisfied.

**Section 407. Reports by Bond Trustee.**

The Bond Trustee shall make monthly reports to the Corporation and the Bondholder Representative of all moneys received and expended by it under this Bond Indenture.

**Section 407. Refunded Bonds.**

Subject to the provisions of Section 401 and pursuant to the Loan Agreement, the Issuer shall at the request of the Corporation make a loan to the Corporation with the proceeds of the Series 2021 Bonds. The Issuer shall not knowingly create or suffer to be created any lien or security interest in the Mortgaged Premises or the 2012 Project except Permitted Liens, or any lien on the revenues with respect to the Loan to the Corporation, except the pledge made pursuant to this Bond Indenture.

**ARTICLE V.  
CUSTODY AND APPLICATION OF BOND PROCEEDS;  
COSTS OF ISSUANCE FUND**

**Section 501. Establishment of Cost of Issuance Fund.**

There is established under Section 601 as a trust fund under this Bond Indenture, to be held by the Bond Trustee, the "2021 City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project) Cost of Issuance Fund" to be used to pay Costs of Issuance.

**Section 502. [Reserved].**

**Section 503. [Reserved].**

**Section 504. [Reserved].**

**Section 505. [Reserved].**

**Section 506. Costs of Issuance Fund.**

(a) The Bond Trustee shall deposit \$\_\_\_\_\_ received from the Borrower and shall use such amounts in the Costs of Issuance Fund, at the written direction of the Corporation, for

payment of Costs of Issuance and, to the extent not needed for such costs, as provided in subsection (d) hereof.

(b) All investment earnings on amounts held in the Costs of Issuance Fund shall be transferred to the Bond Fund as received.

(c) Before any payment shall be made from the Costs of Issuance Fund there shall be filed with the Bond Trustee:

(1) A requisition signed by an Authorized Representative of the Corporation, and approved by the Bondholder Representative, stating:

(A) the name of the person, firm or corporation to whom the payment is due;

(B) the amount to be paid; and

(C) the purpose, in reasonable detail, for which the obligation is to be paid was incurred.

(2) A certificate attached to the requisition, signed by an Authorized Representative of the Corporation stating:

(A) that the obligation stated on the requisition constitutes a Cost of Issuance, and that such item is a proper charge against the Costs of Issuance Fund and has not been the basis for a prior requisition that has been paid;

(B) that as of the date of such certificate no event or condition has happened or existed or is happening or exists that constitutes, or that, with notice or lapse of time or both, would constitute, an Event of Default hereunder, under the Master Indenture or the Loan Agreement, or, if such an event or condition has happened or existed, or is happening or exists, the specific nature and date of the occurrence of such event or condition and describing the action the Corporation have taken, is taking or proposes to take with respect thereto; and

(C) that the payment will not result in more than 2% of the net proceeds of the referenced Series 2021 Bonds to be used to pay Costs of Issuance of the referenced Series of Series 2021 Bonds.

(3) An invoice or other appropriate evidence of the obligation described in the requisition required by subsection (c)(1) above.

(d) Upon receipt of each such requisition and accompanying certificate, the Bond Trustee shall within two Business Days, make payment from the Costs of Issuance Fund in accordance with such requisition; provided, however, that if such certificate states any Event of Default exists, the Bond Trustee shall not be required to make, but may make, such payment

with the consent of the Bondholder Representative; provided, further, however, if there is no Bondholder Representative then the Bond Trustee may make such payment if it determines that such payment is in the interest of the holders of the Series 2021 Bonds. All such payments shall be made by check or draft payable either (i) directly to the person, firm or corporation to be paid, (ii) to both the Corporation and such person, firm or corporation, or (iii) upon receipt of evidence that the Corporation have previously paid such amount, to the Corporation.

(e) Upon the earlier of ninety (90) days after the issuance of the Series 2021 Bonds or the receipt by the Bond Trustee of a certificate of the Corporation signed by an Authorized Representative of the Corporation and approved by the Bondholder Representative, stating that all Costs of Issuance have been paid, the balance of any moneys remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund and the Costs of Issuance Fund shall be closed.

## **ARTICLE VI. REVENUES AND FUNDS**

### **Section 601. Establishment of Funds and Accounts.**

The Bond Trustee shall establish, as necessary, the following funds and accounts, each of which shall be maintained by the Bond Trustee as a separate trust account hereunder:

- (a) Costs of Issuance Fund
- (b) Bond Fund, and the following accounts therein:
  - (i) Interest Account;
  - (ii) Principal Account; and
  - (iii) Redemption Account.

All moneys required to be deposited with or paid to the Bond Trustee for the credit of any fund or account under any provision of this Bond Indenture and all investments made therewith shall be held by the Bond Trustee in trust and applied only in accordance with the provisions of this Bond Indenture, and while held by the Bond Trustee shall constitute part of the Trust Estate and be subject to the lien hereof.

The Bond Trustee is hereby authorized to establish such additional funds, accounts and subaccounts as are necessary or advisable to carry out its duties hereunder.

### **Section 602. Funds Received.**

The Bond Trustee as received shall deposit all payments and receipts derived from the 2021A Obligation, the Loan Agreement, the Master Indenture or the security therefor to the Interest Account, the Principal Account and the Redemption Account in such amounts which,

when made in monthly installments, will be sufficient, with other available moneys in such Accounts, to enable the Bond Trustee to make the payments of principal of and interest on the Series 2021 Bonds when due in accordance with Section 605; provided that if the amount received by the Bond Trustee on any date is insufficient to pay in full amounts due and owing the amount available shall be applied first to the Interest Account and second to the Principal Account.

**Section 603. [Reserved.]**

**Section 604. [Reserved.]**

**Section 605. Bond Fund.**

The Bond Fund and the moneys and investments therein shall be held and used solely and exclusively to pay (i) debt service on the Bonds and (ii) the redemption price of Bonds being redeemed.

(a) Interest Account. There shall be deposited into the Interest Account Loan Payments received by the Bond Trustee from the Corporation, commencing on July 30, 2021 and on the last Business Day of each calendar month continuing thereafter, an amount equal to interest due on the Series 2021 Bonds on the next Interest Payment Date. The Bond Trustee shall pay when due interest on the Series 2021 Bonds from moneys in the Interest Account. The Bond Trustee shall also deposit into the Interest Account any amounts transferred to the Bond Trustee from the Master Trustee pursuant to the Master Indenture for purposes of paying interest becoming due on the Series 2021 Bonds.

In the event the balance in the Interest Account on the last Business Day of the month next preceding an Interest Payment Date or date upon which Bonds are to be redeemed is insufficient for the payment of interest becoming due on the Bonds on the next ensuing Interest Payment Date or date upon which Series 2021 Bonds are to be redeemed, the Bond Trustee shall notify the Corporation and the Bondholder Representative of the amount of the deficiency. Upon notification, the Corporation shall immediately deliver to the Bond Trustee an amount sufficient to cure the same. If the amount so delivered is not sufficient to cure the deficiency in the Interest Account, the Bond Trustee shall immediately deliver a written notice to the Master Trustee and the Bondholder Representative to the effect that the amount available to the Bond Trustee to pay interest on the Series 2021 Bonds is less than the amount of interest becoming due and specifying the amount of such deficiency.

(b) Principal Account. There shall be deposited in the Principal Account Loan Payments received by the Bond Trustee from the Corporation, commencing on July 30, 2022, and continuing on the last Business Day of June of each year thereafter, an amount equal to **the** principal that will become due on the Series 2021 Bonds on July 1 or such lesser amount that, together with moneys on deposit therein and earnings thereon, will be sufficient to pay principal becoming due on the Series 2021 Bonds on the next succeeding principal payment date. The Bond Trustee shall pay when due the principal becoming due by Stated Maturity or

by acceleration from moneys in the Principal Account. The Bond Trustee shall also deposit into the Principal Account any amounts transferred to the Bond Trustee from the Master Trustee pursuant to the Master Indenture for purposes of paying principal becoming due on the Series 2021 Bonds.

In the event that the balance in the Principal Account on any June 30 is insufficient for the payment of principal becoming due on the next ensuing July 1, the Bond Trustee shall notify the Corporation and the Bondholder Representative of the amount of the deficiency. Upon notification, the Corporation shall immediately deliver to the Bond Trustee an amount sufficient to cure the same. If the amount so delivered is not sufficient to cure the deficiency in the Principal Account, the Bond Trustee shall, not later than the Business Day next preceding such July 1, deliver a written notice to the Master Trustee and the Bondholder Representative to the effect that the amount available to the Bond Trustee to pay principal on the Series 2021 Bonds is less than the amount of principal becoming due and specifying the amount of such deficiency.

(c) Redemption Account. There shall be deposited into the Redemption Account moneys received from the Corporation or the Master Trustee as Loan Payments or from Net Proceeds to pay the redemption price of the Bonds under Section 301, which moneys shall be used for such purpose on the applicable redemption date.

**Section 606. Procedure When Funds Are Sufficient to Pay All Bonds.**

(a) If at any time the amounts held by the Bond Trustee in the Bond Fund are sufficient to pay the principal of and interest on all Series 2021 Bonds Outstanding to maturity or prior redemption, together with any amounts due the Issuer, the Bond Trustee and the Bondholder Representative under Article IV or V of the Loan Agreement, the Bond Trustee shall notify the Corporation to that effect and thereafter the Bond Trustee shall apply the amounts in the Bond Fund to the payment of such principal and interest and the Corporation shall not be required to pay over any further Loan Payments with respect to the Series 2021 Bonds to the Bond Trustee unless and until it shall appear there is a deficiency in such funds of moneys for such purposes.

(b) After all principal of and interest on the Bonds have been paid or defeased under Article VIII, all rebate payments have been made under Tax Certificate and Agreement, and all additional payments have been made to the Issuer, the Bond Trustee and the Bondholder Representative under the Loan Agreement, any remaining moneys held in the funds under this Bond Indenture shall be paid to the Corporation.

**ARTICLE VII.  
INVESTMENTS**

**Section 701. Investment of Funds.**

The Bond Trustee shall separately invest, divest and reinvest any moneys held in the funds at the written direction of an Authorized Representative of the Corporation in:

(a) Government Obligations;

(b) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies, instrumentalities or other entities, established by an Act of Congress or otherwise, including but not limited to the entities listed below provided such obligations are backed by the full faith and credit of the United States of America:

- (i) U.S. Export-Import Bank,
- (ii) Farmers Home Administration,
- (iii) Federal Financing Bank,
- (iv) Federal Housing Administration Debentures,
- (v) General Services Administration,
- (vi) Aid for International Development,
- (vii) Government National Mortgage Association,
- (viii) U.S. Maritime Administration,
- (ix) U.S. Department of Housing and Urban Development,
- (x) Resolution Funding Corporation, and
- (xi) Small Business Administration;

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies, instrumentalities, corporations or other entities, established by an Act of Congress or otherwise:

- (i) Federal Home Loan Bank System,
- (ii) Federal Home Loan Mortgage Corporation,
- (iii) Federal National Mortgage Association,



- (iv) Student Loan Marketing Association,
- (v) Financing Corporation,
- (vi) Federal Farm Credit Banks,
- (vii) Private Export Funding Corp, and
- (viii) Tennessee Valley Authority;

(d) money market funds registered under the federal Investment Company Act of 1940, whose shares are registered under the federal Securities Act of 1933, and having a rating by Standard & Poor's of AAAM-G, AAAM, or AAM and if rated by Moody's of Aaa, Aa1 or Aa2 (including money market funds of the Bond Trustee or its affiliates or for which the Bond Trustee or an affiliate serves as investment advisor or provides other services thereto and receives reasonable compensation therefor);

(e) certificates of deposit issued by commercial banks, savings and loan associations or mutual savings banks that are secured at all times by collateral described in (a) and/or (b) above, provided that the collateral is held by a third party and the Bond Trustee has a perfected first security interest in the collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by the FDIC, including the DIF (Deposit Insurance Fund);

(g) commercial paper rated, at the time of purchase, "Prime – 1" by Moody's and "A-1" or better by Standard & Poor's;

(h) direct general obligations of any state of the United States or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" or better by Moody's and "A-" or better by Standard & Poor's, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated, or Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in this section (h) and rated "AA-" or better by Standard & Poor's and "Aa3" or better by Moody's (any such securities are without regard to exemption of interest from federal taxation);

(i) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by Standard & Poor's;

(j) repurchase agreements that provide for the transfer of securities from a dealer or bank or financial institution (seller/borrower) to the Bond Trustee (buyer/lender), and the transfer of cash from the Bond Trustee, to the dealer, bank or financial institution with an agreement that the dealer or bank will repay the cash plus the yield to the Bond Trustee, in

exchange for the securities at a specified date provided that such repurchase agreements satisfy the following criteria:

(i) the repurchase agreement must be between the Bond Trustee, and a primary dealer listed on the Federal Reserve reporting dealer list that falls under the jurisdiction of the SIPC, a bank, or financial institution and that is rated "A" or better (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by at least one of Standard & Poor's, Moody's, or Fitch,

(ii) the repurchase agreement must be in writing and include the following (1) the securities that are acceptable for transfer are of the type listed in (a), (b) or (c) above, (2) the term of the repurchase agreement may not exceed the term of the Series 2021 Bonds, (3) the collateral must be delivered to the Bond Trustee (if the Bond Trustee is not supplying the collateral) or a third party acting as agent for the Bond Trustee (if the Bond Trustee is supplying the collateral) before/simultaneously with payment (perfection by possession of certificated securities), and (4) the securities must be valued no less than weekly, marked-to-market at current market price plus accrued interest, of the amount of cash transferred by the Bond Trustee, to the dealer, bank or financial institution under the repurchase agreement plus accrued interest. If the value of the collateral drops below the minimum defined percentage of the value of the cash transferred by the Bond Trustee, then additional cash and/or acceptable securities must be transferred to adjust the minimum requirement. The value of the collateral, in the case securities of the type described in section (a) above are pledged, must be equal to 102%, and in the case where securities of the type described in sections (b) and (c) above are pledged, collateral must be equal to 103%; and

(iii) a legal opinion must be delivered to the Bond Trustee and the Bondholder Representative stating that the repurchase agreement meets the guidelines under state law for legal investment of public funds or stating that such laws are not applicable;

(k) forward purchase agreements by a financial institution rated at the time of execution by any Rating Agency in one of three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise). Securities eligible for delivery under the agreement will include only those described in sections (a), (b) or (c) above. Any forward purchase agreement must be accompanied by a bankruptcy opinion that the securities delivered will not be considered part of the bankruptcy estate in the event of a declaration of bankruptcy or insolvency by the provider; and

(l) investment agreements with banks that at the time such agreements are executed are rated by any Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) or investment agreements with non-bank financial institutions or vehicles if all of the unsecured, direct long-term debt of either the non-banking financial institution, vehicle, or the related guarantor of such non-bank financial institution or vehicle is rated by any Rating

Agency at the time such agreements are executed in one of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (i) if such non-bank financial institutions, vehicles, or related guarantor have no outstanding long-term debt that is rated, all of the short-term debt of either the non-banking financial institution, vehicle, or the related guarantor of such non-bank financial institution is rated by any Rating Agency in the highest rating category (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by such Rating Agency or (ii) such non-bank financial institution, vehicle, or the related guarantor has a claims paying ability rated by any Rating Agency in one of the three highest rating categories assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numeral modifier or otherwise); provided that if at any time after purchase the provider of the investment agreement drops below the three highest rating categories assigned by such Rating Agency, the investment agreement must, within 30 days, either (1) be assigned to a provider rated in one of the three highest rating categories, or (2) be secured by the provider with collateral securities described in clause (a), (b) and (c) above, the fair market value of which, in relation to the amount of the investment agreement including principal and interest, is equal to at least 102%.

All such investments shall be held by or under the control of the Bond Trustee and while so held shall be deemed a part of the fund or account in which such moneys were originally held, except as otherwise provided herein. The interest accruing from such investment and any profit realized therefrom shall be credited to such funds or accounts and any loss resulting from such investments shall be charged to such funds or accounts. The Bond Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient for the purposes thereof. So long as all investment restrictions applicable to each fund or account created hereunder are complied with, the Bond Trustee may commingle the funds and accounts held by it hereunder for purposes of investing amounts held therein.

The Bond Trustee shall, to the extent consistent with other provisions of this section, make any investment requested by the Corporation. At the request of the Corporation, but no more than monthly, the Bond Trustee shall provide the Corporation with reports in reasonable detail regarding the investment of the funds held by the Bond Trustee.

With respect to any minimum rating required for an investment made under this section, the determination that such rating meets the requirements set forth hereunder shall be made at the time such investment is made, and the Bond Trustee shall not be responsible for and has no duty to monitor such rating following the date of such investment.

Moneys held in the Bond Fund shall be invested in securities and obligations maturing not later than the dates on which such moneys will be needed to pay principal of (whether at maturity or by mandatory sinking fund redemption) or interest on the Series 2021 Bonds.

For the purposes of this section investments shall be considered as maturing on the date on which they are redeemable without penalty at the option of the holder or the date on which the Bond Trustee may require their repurchase, pursuant to a repurchase agreement qualifying as described above.

For the purpose of determining the amount on deposit to the credit of any such fund or account, as reflected by annual accounting statements, obligations purchased as an investment of moneys therein shall be valued at least annually at the lower cost or the market price thereof, inclusive of accrued interest. The Bond Trustee shall not be required to calculate the value of investments more frequently than annually.

**Section 702. Investments through Bond Trustee's Bond Department.**

The Bond Trustee may make investments permitted by Section 701 through its own bond department. The Issuer acknowledges to that extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer or the Corporation the right to receive individual confirmations of security transactions at no additional costs, as they occur, upon the request of the Issuer or the Corporation, the Bond Trustee will furnish the Issuer or the Corporation, as applicable periodic cash transaction statements that include detail for all investment transactions made by the Bond Trustee hereunder.

**ARTICLE VIII.  
DISCHARGE OF BOND INDENTURE**

**Section 801. Discharge of Bond Indenture.**

Series 2021 Bonds shall be deemed paid for all purposes of this Bond Indenture when (a) payment of the principal of and the maximum amount of interest that may become due on such Series 2021 Bonds to the due date of such principal and interest (whether at maturity, upon redemption, acceleration or otherwise) either (i) has been made in accordance with the terms of Article III or (ii) has been provided for by depositing with the Bond Trustee (A) moneys sufficient to make such payment which otherwise meet the definition of Defeasance Obligations or (B) noncallable Defeasance Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment without regard to the reinvestment thereof; and (b) all compensation and expenses of the Issuer, the Bondholder Representative and the Bond Trustee (as well as the fees and expenses of their counsel) pertaining to each such Bond in respect of which such payment or deposit is made have been paid or provided for to their respective satisfaction. When a Bond is deemed paid, it shall no longer be secured by or entitled to the benefits of this Bond Indenture, except for payment from moneys or Defeasance Obligations under subsection (a) above and except that it may be transferred, exchanged, registered, discharged from registration or replaced as provided in Article II.

Notwithstanding the foregoing, no deposit under subsection (a) above made for the purpose of paying the redemption price of such Bond (as opposed to the final payment thereof upon maturity) will be deemed a payment of such Bond as aforesaid until (x) notice of redemption of such Bond is given in accordance with Article III or, if such Bond is not to be redeemed within the next 60 days, until the Corporation has given the Bond Trustee, in form satisfactory to the Bond Trustee, irrevocable written instructions to notify, as soon as practicable, the holder of such Bond, in accordance with Article III, that the deposit required by subsection (a) above has been made with the Bond Trustee and that such Bond is deemed to be paid under this Article and stating the redemption date upon which moneys are to be available for the payment of the principal of such Bond or (y) the maturity of such Bond. Additionally, and while the deposit under subsection (a) above made for the purpose of paying the final payment of a Bond upon its maturity shall be deemed a payment of such Bond as aforesaid, the Bond Trustee shall mail notice to the Owner of such Bond, as soon as practicable stating that the deposit required by subsection (a) above has been made with the Bond Trustee and that such Bond is deemed to be paid under this Article.

When Series 2021 Bonds are deemed paid under the foregoing provisions of this Section and other sums due hereunder and under the Loan Agreement are paid in full, the Bond Trustee shall, upon request, acknowledge the discharge of the Issuer's obligations under this Bond Indenture with respect to such Bonds, except for obligations under Article II in respect of the transfer, exchange, registration, discharge from registration and replacement of Series 2021 Bonds, and obligations under Section 1001 with respect to the Bond Trustee's compensation and indemnification. Series 2021 Bonds delivered to the Bond Trustee for payment shall be cancelled pursuant to Section 213.

An Authorized Representative of the Corporation shall direct the deposit, investment and use of the moneys and securities described in this Section such that no deposit will be made and no use made of any such deposit that would cause any Series 2021 Bonds (including Series 2021 Bonds deemed paid pursuant to this section) to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code. Before accepting or using any such deposit, the Bond Trustee may request an Opinion of Bond Counsel as to whether such use or acceptance would cause the Series 2021 Bonds (including Series 2021 Bonds deemed paid pursuant to this section) to be so treated and that all conditions hereunder have been satisfied, and the Bond Trustee may conclusively rely on such Opinion with regard thereto.

The Bond Trustee may request and shall be fully protected in relying upon a certificate of an independent certified public accountant to the effect that a deposit will be sufficient to defease such Bonds as provided in this Section 801.

**ARTICLE IX.**  
**DEFAULT PROVISIONS AND**  
**REMEDIES OF BOND TRUSTEE AND BONDHOLDERS**

**Section 901. Events of Default; Default Rate.**

Each of the following events shall be an Event of Default:

- (a) default in the due and punctual payment of any interest on any Series 2021 Bond;
- (b) default in the due and punctual payment of the principal of or premium on any Series 2021 Bond (whether at maturity, upon acceleration or call for redemption or otherwise);
- (c) an "Event of Default" under the Loan Agreement or the Master Indenture, and such "Event of Default" shall not have been remedied or waived;
- (d) subject to the provisions of Section 912, default in the observance or performance of any other covenant, condition or agreement on the part of the Issuer under this Bond Indenture or in the Series 2021 Bonds; or
- (e) the Bond Trustee shall receive a written notice from the Bondholder Representative that an event of default has occurred under the Continuing Covenant Agreement, which notice may in addition instruct the Bond Trustee to accelerate the Series 2021 Bonds.

Upon an Event of Default the Series 2021 Bonds shall bear interest at the Default Rate.

**Section 902. Acceleration.**

If an Event of Default occurs and is continuing, the Bond Trustee may, with the prior written consent of the Bondholder Representative, and if requested by the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding or by the Bondholder Representative shall, by notice to the Issuer, declare the entire unpaid principal of and interest on the Series 2021 Bonds due and payable and, thereupon, the entire unpaid principal of and interest on the Bonds shall forthwith become due and payable. Upon any such declaration the Issuer shall forthwith pay to the holders of the Series 2021 Bonds the entire unpaid principal of and accrued interest on the Series 2021 Bonds, but only from the revenues and receipts herein specifically pledged for such purpose. Upon the occurrence of an Event of Default and a declaration of acceleration hereunder the Bond Trustee as assignee of the Issuer shall immediately exercise its option under Section 6.2(b) of the Loan Agreement to declare all payments on the 2021A Obligation to be immediately due and payable.

### **Section 903. Other Remedies; Rights of Bondholders.**

Upon the occurrence of an Event of Default, the Bond Trustee may, with the prior written consent of the Bondholder Representative, proceed to protect and enforce its rights as the holder of the 2021A Obligation and the rights of the Bondholders by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement herein contained.

Upon the occurrence of an Event of Default, if requested to do so by the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding or the Bondholder Representative and if indemnified as provided in Section 1001(k), the Bond Trustee shall exercise such one or more of the rights and powers conferred by this Article as the Bond Trustee, upon being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy conferred by this Bond Indenture upon or reserved to the Bond Trustee, the Bondholder Representative or to the Bondholders is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee, the Bondholder Representative or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Bond Trustee pursuant to Section 911, the Bondholder Representative or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon. So long as there is a Bondholder Representative, the Bond Trustee shall not waive an Event of Default without the prior written approval of the Bondholder Representative.

If the Bond Trustee exercises any of its rights or remedies under this section, it shall give notice of such exercise to the Corporation (1) in writing in the manner provided in Section 1304 and (2) by telephone or Electronic Means; provided that failure to give such notice by telephone or Electronic Means shall not affect the validity of the exercise of any right or remedy under this section.

### **Section 904. Right of the Bondholder Representative or Bondholders To Direct Proceeding.**

Anything in this Bond Indenture to the contrary notwithstanding, the Bondholder Representative or the holders of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing

executed and delivered to the Bond Trustee and accompanied by indemnification as provided in Section 1001(k), to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture or any other proceedings hereunder; provided, however, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

**Section 905. [Reserved.]**

**Section 906. Application of Moneys.**

All moneys received by the Bond Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys, the expenses, liabilities and advances incurred or made by the Bond Trustee and the Bondholder Representative, the fees and reasonable legal expenses of the Bond Trustee and the Bondholder Representative and the fees and expenses of the Issuer in carrying out this Bond Indenture or the Loan Agreement, be deposited in the Bond Fund. All moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Series 2021 Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2021 Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Series 2021 Bonds; and

Second - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2021 Bonds which shall have become due (other than Series 2021 Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Series 2021 Bonds due on any particular date, then to the payment of such principal, ratably, according to the amount of such principal due on such date, to the persons entitled thereto, without any discrimination or preference; and

Third - To the payment of any amounts due and owing under the Continuing Covenant Agreement.

(b) If the principal of all the Series 2021 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied first, to interest on overdue installments of principal at the rate of interest borne by each Series 2021 Bond, without preference or priority of any Series 2021 Bond over any other Series 2021 Bond, to the persons



entitled thereto without any discrimination or privilege and second, to the payment of the principal then due and unpaid upon all of the Series 2021 Bonds and third, to the payment of any amounts due and owing under the Continuing Covenant Agreement.

(c) If the principal of all the Series 2021 Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of subsection (b) of this section in the event that the principal of all the Series 2021 Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Bond Trustee shall determine, in consultation with the Bondholder Representative, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) on which such application is to be made and on such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Series 2021 Bonds have been paid under the provisions of this Section and all expenses, reimbursement amounts, fees and charges due to the Issuer, the Bond Trustee and the Bondholder Representative have been paid, any balance remaining in the several funds created under this Bond Indenture shall be paid to the Corporation as provided in Section 606.

#### **Section 907. Remedies Vested in Bond Trustee.**

All rights of action (including the right to file proof of claims) under this Bond Indenture or under any of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Bond Trustee may be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any holders of the Series 2021 Bonds, and any recovery of judgment shall be for the equal benefit of the holders of the outstanding Series 2021 Bonds.

#### **Section 908. Limitation on Suits.**

Except to enforce the rights given under Sections 902 and 909, no holder of any Series 2021 Bond shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Bond Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (a) a default has occurred and is continuing of which a Responsible

Officer of the Bond Trustee has been notified as provided in Section 1001(h), or of which by such section it is deemed to have notice, (b) such default has become an Event of Default and the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding have, or the Bondholder Representative has, made written request to the Bond Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) they have offered to the Bond Trustee indemnity as provided in Section 1001(k), (d) the Bond Trustee has for 30 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names, (e) no direction inconsistent with such written request has been given to the Bond Trustee during such 30 day period by the Bondholder Representative or the holders of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding, and (f) notice of such action, suit or proceeding is given to the Bond Trustee and the Bondholder Representative; it being understood and intended that no one or more holders of the Series 2021 Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Bond Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted and maintained in the manner herein provided and for the equal benefit of the holders of all Series 2021 Bonds then Outstanding. The notification, request and offer of indemnity set forth above, at the option of the Bond Trustee, shall be conditions precedent to the execution of the powers and trusts of this Bond Indenture and to any action or cause of action for the enforcement of this Bond Indenture or for any other remedy hereunder.

**Section 909. Unconditional Right to Receive Principal, Premium and Interest.**

Nothing in this Bond Indenture shall, however, affect or impair the right of any bondholder to enforce, by action at law, payment of the principal of, premium, if any, or interest on any Series 2021 Bond at and after the maturity thereof, or on the date fixed for redemption or (subject to the provisions of Section 902) upon the same being declared due prior to maturity as herein provided, or the obligation of the Issuer to pay as provided herein, the principal of, premium, if any, and interest on each of the Series 2021 Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner expressed herein and in the Series 2021 Bonds.

**Section 910. Termination of Proceedings.**

In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Bond Trustee, then and in every such case the Issuer, the Corporation and the Bond Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

**Section 911. Waiver of Events of Default.**

The Bond Trustee may, with the prior written consent of the Bondholder Representative, waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Series 2021 Bonds, and shall, subject to Section 1001(k), do so on the written request of the Bondholder Representative or the holders of (a) a majority in aggregate principal amount of Series 2021 Bonds then Outstanding in respect of which default in the payment of principal and/or interest exists, or (b) a majority in aggregate principal amount of Series 2021 Bonds then Outstanding in the case of any other default; provided, however, that no declaration of acceleration under Section 902 made at the request of the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding shall be rescinded unless requested by the holders of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding or the Bondholder Representative. No such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 912. Notice of Defaults; Opportunity of the Corporation to Cure Defaults.**

Anything herein to the contrary notwithstanding, no default specified in Section 901(d) on the part of the Issuer shall constitute an Event of Default until (a) notice of such default shall be given (1) by the Bond Trustee to the Issuer, the Corporation and the Bondholder Representative or (2) by the Bondholder Representative or the holders of 25% in aggregate principal amount of Series 2021 Bonds then Outstanding to the Bond Trustee, the Issuer and the Corporation, and (b) the Issuer and the Corporation shall have had 30 days after such notice to correct such default or cause such default to be corrected, and shall not have corrected such default or caused such default to be corrected within such period; provided, however, that if any default specified in Section 901(d) shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Corporation within such period and diligently pursued until such default is corrected, as long as such default is corrected within 90 days.

With regard to any alleged default concerning which notice is given to the Corporation under this section, the Corporation may perform any covenant, condition or agreement the nonperformance of which is alleged in such notice to constitute a default, in the name and stead of the Issuer, with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

**ARTICLE X.  
THE BOND TRUSTEE**

**Section 1001. Acceptance of Trusts and Obligations.**

The Bond Trustee hereby accepts the trusts and obligations imposed upon it by this Bond Indenture and the Loan Agreement and agrees to perform such trusts and obligations, but

only upon and subject to the following express terms and conditions and no implied covenants or obligations shall be read into this Bond Indenture or the Loan Agreement against the Bond Trustee:

(a) The Bond Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Bond Trustee shall exercise such rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent man ordinarily would exercise and use under the circumstances in the conduct of his own affairs.

(b) The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to act or refrain from acting on the written direction of an Authorized Representative of the Corporation or on the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and shall be fully protected in acting upon such advice and may in all cases pay, and shall be reimbursed for, reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. As a condition to the taking, suffering or omission of any action hereunder, the Bond Trustee may demand and act on an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance on such written direction or Opinion of Counsel.

(c) The Bond Trustee shall not be responsible for any recital herein or in the Series 2021 Bonds (except in respect to the certificate of the Bond Trustee endorsed on the Series 2021 Bonds) or for insuring the Corporation's facilities or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Bond Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title to the Mortgaged Premises or otherwise as to the maintenance of the security hereof; except that in the event the Bond Trustee takes possession of any part of the Mortgaged Premises pursuant to any provision of this Bond Indenture or the Loan Agreement it shall use due diligence in preserving such part. The Bond Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Mortgaged Premises. The Bond Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Corporation under the Loan Agreement or the Mortgage, except as hereinafter set forth, but the Bond Trustee may reasonably require of the Issuer or the Corporation full information and advice as to the observance or performance of such covenants, conditions or agreements. The Bond Trustee shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with Section 701.

(d) The Bond Trustee shall not be accountable for the use of any Series 2021 Bonds authenticated or delivered hereunder. The bank with trust powers or the trust company acting as Bond Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in the Series 2021 Bonds and may join in any action which any bondholder may be entitled to take with like effect as if such bank or trust company were not the Bond Trustee. To the extent permitted by law, such bank or trust company may also receive tenders and purchase in good faith Series 2021 Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not the Bond Trustee.

(e) The Bond Trustee shall be entitled to rely and protected in acting, or refraining from acting, on any notice, request, requisition, consent, certificate, order, affidavit, letter, or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Bond Trustee pursuant to this Bond Indenture on the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Series 2021 Bond shall be conclusive and binding on all future owners of the same Bond and on Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Bond Trustee shall be entitled to rely on a certificate signed on behalf of the Issuer by its Mayor or Vice Mayor and attested by its **[Acting City]** Clerk under its seal, or such other person or persons as may be designated for such purposes by resolution of the Issuer, or a certificate signed by an Authorized Representative of the Corporation, as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Bond Trustee has been notified as provided in subsection (h) of this section, or of which by said subsection it is deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Bond Trustee may accept a certificate of the Clerk of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty, and the Bond Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except for (i) Events of Default specified in Section 901(a) or (b) hereof, (ii) the failure of the Master Trustee to make any payments due to the Bond Trustee under the Master Indenture, (iii) the failure of the Corporation to make any payments due to the Bond Trustee under the Loan Agreement, (iv) the failure of the Master Trustee or the Corporation to file any financial statements, certificates or documents specifically required to be filed with the Bond Trustee pursuant to the provisions of this Bond Indenture or any of the

other Financing Instruments, or (v) any other event of which a Responsible Officer of the Bond Trustee has actual knowledge and which, with the giving of notice or lapse of time or both would constitute an Event of Default under this Bond Indenture or any of the other Financing Instruments; unless specifically notified by written direction by the Master Trustee, the Corporation, the Bondholder Representative or owners of at least 25% in aggregate principal amount of the Series 2021 Bonds (and in the absence of such notice the Bond Trustee may conclusively assume no default exists).

(i) The Bond Trustee shall not be required to give any bond or surety with respect to the execution of its rights and obligations hereunder.

(j) Notwithstanding any other provision of this Bond Indenture, the Bond Trustee shall have the right, but shall not be required, to demand, as a condition of any action by the Bond Trustee in respect of the authentication of any Series 2021 Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Bond Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof.

(k) The Bond Trustee shall not be required to expend or risk its own funds or incur any financial liability in the performance of its duties hereunder, unless satisfactory indemnity is provided therefor. Further, before taking any action under this Bond Indenture or the Loan Agreement, the Bond Trustee may require that satisfactory indemnity be furnished to it from the Holders for the reimbursement of all expenses to which it may be put (including reasonable counsel fees) and to protect it against all liability by reason of any action so taken including reasonable costs incurred in defending itself against any and all charges, claims, complaints, allegations, assertions or demands of any nature whatsoever, except liability that is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding the foregoing, the Bond Trustee shall not be entitled to indemnification prior to taking such steps as shall be necessary to make payments on the Series 2021 Bonds, including redemption of the Series 2021 Bonds, when due from money available to it, or to accelerate the Series 2021 Bonds as required pursuant to Section 902.

(l) All moneys received by the Bond Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Bond Indenture or law. The Bond Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Bond Trustee shall cooperate with the Corporation in the contest, at the expense of the Corporation, of any condemnation proceeding or contest over title with respect to the Mortgaged Premises and shall, to the extent it may lawfully do so, permit the Corporation to litigate in any such proceeding or contest in the name and on behalf of the Bond Trustee. In no event shall the Bond Trustee voluntarily settle, or consent to the settlement of,

any condemnation proceeding or contest over title with respect to the Mortgaged Premises without the consent of the Corporation, which consent shall not be unreasonably withheld.

(n) The Bond Trustee shall not be responsible for the tax-exempt status of the Series 2021 Bonds; provided that the Bond Trustee shall not knowingly take any action that will cause (1) any Series 2021 Bond to become an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code or (2) the interest on any Series 2021 Bond otherwise to become taxable to the recipients thereof under the federal income tax laws, unless the Bond Trustee shall determine that such action is nevertheless expedient in the interests of the Holders of the Series 2021 Bonds then outstanding or that such action is required by other provisions of this Bond Indenture or by the Loan Agreement or by law.

(o) The Bond Trustee shall not be liable for any action it takes or omits to take which in good faith, absent negligence, it believes to be authorized or within its powers hereunder.

(p) The Bond Trustee shall file or record, or cause the Corporation to file and record any financing or continuation statement necessary to protect and preserve the Bond Trustee's or Master Trustee's, as applicable, security interests in the Trust Estate.

(q) Notwithstanding anything herein to the contrary, the Bond Trustee shall not be liable for any special, indirect, punitive or consequential losses or damages of any kind whatsoever (including without limitation lost profits), even if the Bond Trustee has been advised of the possibility of such loss or damage and regardless of the form of action.

#### **Section 1002. Fees, Charges and Expenses of Bond Trustee.**

Absent a specific agreement as to payment of the Bond Trustee's fees, charges and expenses, the Bond Trustee and any paying agents shall be entitled to payment and reimbursement from the Corporation for reasonable fees for services rendered hereunder and all advances, counsel fees and disbursements and other expenses reasonably made or incurred by the Bond Trustee in connection with such services; provided that the Trust Estate shall not be liable for costs or expenses of the Bond Trustee other than reasonable costs and expenses. Upon an Event of Default, but only upon an Event of Default, the Bond Trustee shall have a first lien with right of payment prior to payment on account of principal of, or premium, if any, and interest on any Series 2021 Bond upon the Trust Estate created hereby for the foregoing fees, charges and expenses incurred by the Bond Trustee. When the Bond Trustee incurs expenses or renders services after the occurrence of an Event of Default hereunder caused by the occurrence of an "Event of Default" specified in subsections 4.01(f) or 4.01(g) of the Master Indenture, the expenses and the compensation for the services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. The provisions of this section shall survive the termination of this Indenture or the resignation or removal of the Bond Trustee for any reason.

**Section 1003. Notice Required of Bond Trustee.**

If the Corporation fails to make any payment on the 2021A Obligation on the day such payment is due and payable, the Bond Trustee shall give notice thereof by Electronic Means capable of producing a written record to the Corporation and the Bondholder Representative on the next succeeding Business Day and shall confirm such notice in writing by first class mail. In the event of (a) the continuance of any such failure to make payment for 30 days after such payment was due, (b) failure of the Issuer to cause any of the payments to be made to the Bond Trustee as required by Article VI, or (c) notification to the Bond Trustee by the Issuer, the Bondholder Representative or by holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding of any default hereunder, the Bond Trustee shall give notice thereof to the registered owner of each Series 2021 Bond then outstanding, unless such registered owner is represented by the Bondholder Representative, in which case such notice shall be sent to the Bondholder Representative in lieu of the registered owner.

**Section 1004. Intervention by Bond Trustee.**

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Bond Trustee has a substantial bearing on the interests of the Bondholders, the Bond Trustee may, in addition to the remedies it may exercise pursuant to Article IX hereof, intervene on behalf of the bondholders with Bondholder Representative consent and, subject to Section 1001(k), shall do so if requested by the Bondholder Representative or the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then outstanding.

**Section 1005. Merger or Consolidation of Bond Trustee.**

Any corporation or association into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall be and become successor Bond Trustee hereunder and vested with all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, however notice shall be provided to the Issuer, the Bondholder Representative and the Corporation.

**Section 1006. Resignation by Bond Trustee.**

The Bond Trustee may at any time resign from the trusts hereby created by giving 30 days' notice to the Issuer, the Corporation, the Bondholder Representative and any registered owner of Series 2021 Bonds then Outstanding that are not Hamlin Investor Bonds. Such resignation shall take effect upon the appointment of a successor or temporary Bond Trustee by the Bondholder Representative, the Corporation or the Issuer. In the event that no successor or temporary Bond Trustee is appointed within 30 days of the Bond Trustee's giving of notice of its resignation, the Bond Trustee shall have the right to petition any court of competent jurisdiction



for such court's appointment of a temporary Bond Trustee; provided, however, that nothing in this sentence shall be deemed to authorize appointment of any Bond Trustee other than in accordance with the requirements of Section 1008 hereof.

**Section 1007. Removal of Bond Trustee.**

The Bond Trustee may be removed at any time upon 30 days prior notice (i) by an instrument or concurrent instruments in writing delivered to the Bond Trustee and the Issuer and signed by the Bondholder Representative or the owners of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding, or (ii) by any instrument signed by an Authorized Representative of the Corporation with the approval of the Bondholder Representative; provided no Event of Default has occurred and is continuing. The removal shall take effect upon the appointment of a temporary or successor Bond Trustee by the Bondholder Representative, the Bondholders, the Corporation or a court of competent jurisdiction.

**Section 1008. Appointment of Successor Bond Trustee; Temporary Bond Trustee.**

In case the Bond Trustee hereunder shall resign, be removed, be dissolved, be in course of dissolution or liquidation or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by (a) the Bondholder Representative or the owners of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners or (b) so long as no Event of Default has occurred and is continuing, the Corporation by an instrument signed by an Authorized Representative of the Corporation with the approval of the Bondholder Representative; provided, however, that in case of such vacancy the Issuer by an instrument signed by its Mayor or Vice Mayor may appoint a temporary Bond Trustee with the approval of the Bondholder Representative to fill such vacancy until a successor Bond Trustee shall be appointed by the Bondholder Representative or the Bondholders or the Corporation in the manner provided above; and any such temporary Bond Trustee so appointed shall immediately and without further act be superseded by the Bond Trustee so appointed by the Bondholder Representative or such Bondholders or the Corporation. Every such Bond Trustee appointed pursuant to this section shall be, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, a bank with trust powers or trust company, organized under the laws of the United States of America, any state thereof or the District of Columbia, in good standing and having a combined capital, surplus and undivided profits of not less than \$50,000,000.

**Section 1009. Concerning any Successor Bond Trustee.**

Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereafter such successor, without any further act, deed or

conveyance, shall become fully vested with all the properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer or its successor, execute and deliver an instrument transferring to such successor Bond Trustee all the properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Bond Trustee shall deliver all securities and moneys held by it as Bond Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Bond Trustee for more fully and certainly vesting in such successor the properties, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Bond Trustee and the instrument or instruments removing any Bond Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Bond Trustee in each recording office where this Bond Indenture may have been filed and/or recorded.

**Section 1010. Right of Bond Trustee or the Bondholder Representative To Pay Taxes and Other Charges.**

In case any tax, assessment or governmental or other charge on any part of the property conveyed pursuant to the Loan Agreement is not paid as required herein, the Bond Trustee or the Bondholder Representative may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Bond Trustee, the Bondholder Representative or the Bondholders hereunder arising in consequence of such failure. Any amount at any time so paid under this section, with interest thereon from the date of payment at the Prime Rate, as defined in the Loan Agreement, shall become additional indebtedness secured by this Bond Indenture, and such indebtedness shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of revenues and receipts collected from the property herein conveyed, if not otherwise caused to be paid; but the Bond Trustee and the Bondholder Representative shall be under no obligation to make any such payment unless, in the case of the Bond Trustee only, it shall have been requested to do so by the holders of at least 25% in aggregate principal amount of Series 2021 Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

**Section 1011. Bond Trustee Protected in Relying on Resolutions, etc.**

The resolutions, opinions, certificates and other instruments provided for in this Bond Indenture may be accepted by the Bond Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Bond Trustee for the release of property, the withdrawal of cash hereunder or the taking of any other action by the Bond Trustee as provided hereunder.

**Section 1012. Successor Bond Trustee as Bond Registrar, Custodian of Funds and Paying Agent.**

In the event of a change in the office of Bond Trustee the predecessor Bond Trustee which has resigned or been removed shall cease to be Bond Registrar, custodian of the several funds created under this Bond Indenture and paying agent for principal of and interest on the Bonds and the successor Bond Trustee shall become such Bond Registrar, custodian and paying agent.

**Section 1013. Removal and Resignation Not to Affect Fees.**

No resignation or removal of the Bond Trustee shall affect the obligation of the Corporation to pay the Bond Trustee its fees, expenses and any indemnity due hereunder that have accrued prior to the effective date of such resignation or removal and reasonable expenses of transferring funds, records and other necessary items and information to the successor trustee hereunder.

**Section 1014. Bond Trustee Article Controlling.**

Regardless of whether expressly so provided therein, every provision of this Bond Indenture relating to the conduct or affecting the liability of the Bond Trustee shall be subject to the provisions of this Article X.

**Section 1015. No Recourse Against Officers or Employees of Trustee.**

No recourse with respect to any claim related to any obligation, duty or agreement contained herein shall be had against any officer, shareholder, director or employee of the Bond Trustee.

**ARTICLE XI.  
SUPPLEMENTAL INDENTURES**

**Section 1101. Supplemental Indentures Not Requiring Consent of Bondholders.**

The Issuer and the Bond Trustee, at the expense of the Corporation, may, with the consent of the Bondholder Representative but without the consent of, or notice to, any of the Bondholders, enter into such indenture or indentures supplemental to this Bond Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) To grant to or confer on the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred on the Bondholders or the Bond Trustee or either of them;

(c) To subject to this Bond Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement this Bond Indenture in such manner as required to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or any state securities (Blue Sky) law, and, if they so determine, to add to this Bond Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute or state securities law;

(e) To modify, amend or supplement this Bond Indenture in such manner as required to prevent this Bond Indenture or any fund, account or deposit created, established or made pursuant hereto from being deemed an "investment company" as such term is defined in Section 3 of the Investment Company Act of 1940, as amended, or otherwise subject to registration under Section 8 of such Act; and

(f) To make any other change herein that, in the Opinion of Bond Counsel, shall not prejudice in any material respect the rights of the holders of the Series 2021 Bonds then Outstanding.

#### **Section 1102. Supplemental Indentures Requiring Consent of Bondholders.**

Exclusive of supplemental indentures covered by Section 1101 and subject to the terms and provisions contained in this Section, the Bondholder Representative or the Holders of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding shall have the right from time to time, notwithstanding any other provision of this Bond Indenture to consent to and approve the execution by the Issuer and the Bond Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary or desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture or in any supplemental indenture; provided, however, that nothing in this Bond Indenture shall permit, or be construed as permitting without the written consent of the holders of 66-2/3% of the Series 2021 Bonds then Outstanding or the Bondholder Representative, (a) an extension of the maturity of the principal of or the interest on any Series 2021 Bond, (b) a reduction in the principal amount of any Series 2021 Bond or the rate of interest thereon, or (c) an extension of time or a reduction in amount of any payment required by any sinking fund that may be applicable to any Series 2021 Bond.

If at any time the Issuer shall request the Bond Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be sent to the Bondholder Representative, with respect to any Series 2021 Bonds held by TD Bank as the registered owner thereof of and to each registered owner of Bonds then Outstanding that are not held by TD Bank as the registered owner to such registered owner, by registered or certified mail to the address of such bondholder as it appears on the registration books; provided, however, that failure to give such

notice by mailing, or any defect therein, shall not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Bond Trustee and available for inspection by the Bondholder Representative and the Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Bondholder Representative or the Holders of a majority or 66-2/3% as applicable, in aggregate principal amount of Series 2021 Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no Holder of any Series 2021 Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Issuer from executing such supplemental indenture or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

Series 2021 Bonds owned or held by or for the account of the Issuer or the Corporation or any person controlling, controlled by or under common control with either of them shall not be deemed Outstanding for the purpose of consent or any calculation of Outstanding Series 2021 Bonds provided for in this Article XI or in Article XII. At the time of any such calculation, the Corporation shall furnish the Bond Trustee a certificate of an Authorized Representative of the Corporation, upon which the Bond Trustee may rely, describing all Series 2021 Bonds so to be excluded.

**Section 1103. Consent of the Corporation Required.**

Notwithstanding any other provision of this Bond Indenture, a supplemental indenture under this Article that affects any rights of the Corporation shall not become effective until the Corporation shall have consented in writing to the execution and delivery of such supplemental indenture; provided, however, if the Corporation shall be in default under Section 901(a), (b) or (c), such consent will not be required to be obtained.

**Section 1104. Amendment by Written Consent.**

Notwithstanding any other provision in this Bond Indenture, the Issuer and the Bond Trustee may enter into any indenture supplemental to this Bond Indenture upon receipt of the written consent of the Bondholder Representative or the Holders of 66-2/3% of the Series 2021 Bonds then Outstanding, the Opinion of Counsel required by Section 1106 and, if required by Section 1103, the consent of the Corporation.

**Section 1105. Amendment without Consent of Issuer.**

In the event the Issuer is unwilling or unable to enter into any supplemental indenture permitted by this Article XI, the Bond Trustee may, without the consent of the Issuer, amend or supplement this Bond Indenture in any manner otherwise permitted by this Article XI so long as such amendment or supplement does not adversely affect the rights of the Issuer.

**Section 1106. Opinion of Counsel Required.**

Notwithstanding any other provision of this Bond Indenture, the Bond Trustee (a) shall not execute any supplemental indenture to this Bond Indenture unless there shall have been filed with the Bond Trustee and the Issuer an Opinion of Bond Counsel (unless the Bondholder Representative provides a written waiver of such opinion to the Bond Trustee and indemnifies the Bond Trustee to its reasonable satisfaction) stating (i) that such supplemental indenture is authorized or permitted by this Bond Indenture and complies with its terms and that upon execution it will be valid and binding on the Issuer in accordance with its terms, and (ii) that such supplemental indenture in and of itself will not have an adverse effect on the excludability of interest on the Series 2021 Bonds from gross income for federal income tax purposes, and (b) shall not, without the consent of the Corporation, execute any supplemental indenture to this Bond Indenture that will adversely affect any rights of the Corporation and shall in all events give the Corporation at least 15 days' prior notice (which may be waived) of any proposed supplemental indenture, unless the Corporation is in default under Section 901(a), (b) or (c).

**Section 1107. Bond Trustee's Obligation Regarding Supplemental Indentures and Amendments of the Master Indenture, the 2021A Obligation, the Loan Agreement and the Mortgage.**

The Bond Trustee shall not unreasonably (a) refuse to enter into any supplemental indenture permitted by this Article or (b) withhold its consent to any amendment, change or modification of the Loan Agreement, the Master Indenture, or the 2021A Obligation or the Mortgage permitted by Article XII; provided, however, that any such refusal or withholding shall not be unreasonable if the Bond Trustee reasonably believes that such supplemental indenture or amendment, change or modification affects adversely the rights and immunities of, or increases the duties of, the Bond Trustee.

**ARTICLE XII.  
AMENDMENTS OF LOAN AGREEMENT,  
MASTER INDENTURE, MORTGAGE AND 2021A OBLIGATION**

**Section 1201. Amendments of the Loan Agreement, Master Indenture, Mortgage and 2021A Obligation Not Requiring Consent of Bondholders.**

The Issuer and the Bond Trustee shall at the expense of the Corporation, with the prior written consent of the Bondholder Representative but without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Loan Agreement, Mortgage, Master Indenture or 2021A Obligation as may be required:

(a) by the provisions of the Loan Agreement, the Master Indenture, the Mortgage, the 2021A Obligation, or this Bond Indenture,

(b) for the purpose of curing any ambiguity or formal defect or omission therein,

(c) in connection with additional real estate, furnishings, machinery or equipment that is to become part of the 2012 Project pursuant to the Loan Agreement or the Mortgage so as to identify the same more precisely, or

(d) in connection with any other change therein that, in the Opinion of Bond Counsel will not prejudice in any material respect the rights of the Holders of the Series 2021 Bonds then outstanding.

The Issuer and the Bond Trustee shall, with the prior written consent of the Bondholder Representative but without the consent of or notice to the Bondholders, consent to any such amendment, change or modification made in connection with any modification or amendment of, or supplement to, this Bond Indenture pursuant to Section 1101(e).

**Section 1202. Amendments of the Loan Agreement, Master Indenture, Mortgage, and 2021A Obligation Requiring Consent of Bondholders.**

Except for amendments, changes or modifications as provided in Section 1201 and subject to Section 1206, neither the Issuer nor the Bond Trustee shall consent to any amendment, change or modification of the Loan Agreement, the Master Indenture, the Mortgage or the 2021A Obligation without the written approval or consent of the Bondholder Representative or the Holders of a majority in aggregate principal amount of Series 2021 Bonds then Outstanding given and procured as provided in Section 1102. If at any time the Issuer and the Corporation shall request the consent of the Bond Trustee to any such proposed amendment, change or modification so consented to, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1102 with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that a copy of the instrument embodying the same is on file at the designated corporate trust office of the Bond Trustee and available for inspection by the Bondholder Representative and the Bondholders.

**Section 1203. Limitation on Amendments.**

Without the consent of the holders of 66-2/3% of the Series 2021 Bonds then Outstanding or the Bondholder Representative, to the extent that at least 66-2/3rds of the Series 2021 Bonds Outstanding are held by TD Bank, N.A, no amendment, change or modification may decrease the obligation of the Corporation under the Loan Agreement, the Master Indenture, the Mortgage and the 2021A Obligation to pay amounts sufficient to pay principal of, premium, if any, and interest on the Series 2021 Bonds as the same become due.

**Section 1204. Amendment by Written Consent.**

Notwithstanding any other provision of this Bond Indenture, the Issuer and the Bond Trustee may consent to any amendment, change or modification of the Loan Agreement, the Master Indenture, the Mortgage or the 2021A Obligation, upon receipt of the written consent of

the Bondholder Representative or the Holders of a majority of the principal amount of the Series 2021 Bonds then Outstanding, as applicable.

**Section 1205. Opinion of Counsel Required.**

The Bond Trustee shall not consent to any amendment, change or modification of the Loan Agreement, the Master Indenture, the Mortgage or the 2021A Obligation unless there shall have been filed with the Bond Trustee and the Issuer an Opinion of Counsel (unless the Bondholder Representative provides a written waiver of such opinion to the Bond Trustee and indemnifies the Bond Trustee to its reasonable satisfaction) that such amendment, change or modification is authorized or permitted by this Bond Indenture and complies with its terms and that on execution it will be valid and binding on the party or parties executing it in accordance with its terms, and an Opinion of Bond Counsel stating that such amendment, change or modification will not have an adverse effect on the excludability of interest on the Series 2021 Bonds from gross income for federal income tax purposes.

**Section 1206. Partial Consent to Amendment of Master Indenture.**

Notwithstanding the provisions of Section 1202, if the Bond Trustee, as "Holder" of the 2021A Obligation under the Master Indenture, is requested to make or give any request, direction or consent with respect to the Master Indenture that the Bond Trustee cannot make or give pursuant to Section 1201 above and the approval or consent of the Bondholder Representative or the Holders of a majority in aggregate principal amount of Series 2021 Bonds then outstanding is not obtained, then at the Corporation's request the Bond Trustee shall inform the Master Trustee of the principal amount of Outstanding Series 2021 Bonds that are not held by TD Bank, N.A and that are willing to give such approval or consent so that the provisions of Section 8.01 of the Master Indenture may be given effect.

**ARTICLE XIII.  
MISCELLANEOUS**

**Section 1301. Consents of Bondholders.**

Any consent, request, direction, approval, objection or other instrument required by this Bond Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument, or of the writing appointing any such agent shall be sufficient for any of the purposes of this Bond Indenture, and shall be conclusive in favor of the Bond Trustee with regard to any action taken under such request or other instrument, if the fact and date of the execution by any person of any such writing is proved by the certification of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.



For all purposes of this Bond Indenture and of the proceedings for its enforcement, such person shall be deemed to continue to be the Holder of such Series 2021 Bond until the Bond Trustee shall have received notice in writing to the contrary.

**Section 1302. Limitation of Rights.**

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Series 2021 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Corporation, the Bondholder Representative and the Holders of the Series 2021 Bonds any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and agreements herein contained; this Bond Indenture and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Corporation, the Bondholder Representative and the Holders of the Bonds as herein provided.

**Section 1303. Limitation of Liability of Officers, etc. of Issuer.**

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, employee, attorney or agent of the Issuer in his individual capacity, and the officer of the Issuer executing the Series 2021 Bonds shall not be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee, attorney, agent or adviser of the Issuer shall incur any personal liability with respect to any other action taken by him pursuant to this Bond Indenture or the Act, provided such officer, employee, attorney, agent or adviser does not act in bad faith.

**Section 1304. Notices.**

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed

(a) if to the Corporation, at Community Supports, Inc., c/o DSI Management, LLC, 1890 State Road 436, Suite 300, Winter Park, Florida 32792 (Attention: Chief Executive Officer), phone number: (407) 645-3211, email: kschultz@dsimanagement.com;

(b) if to the Issuer, at 1 South Central Avenue, Umatilla, Florida 32784 (Attention: City Manager), phone number: (352) 669-8313, email: sblankenship@umatillafl.org;

(c) if to the Bond Trustee, at U.S. Bank National Association, 225 Water Street, Suite 700, Jacksonville, Florida, phone number: (904) 358-5363, email: sheryl.lear@usbank.com;

(d) if to the Bondholder Representative, at TD Bank, N.A., 1641 Worthington Drive, Suite 300, West Palm Beach, Florida, phone number: (561) 242-1972, email: [linda.l.walker@td.com](mailto:linda.l.walker@td.com) and [Antonio.suro@td.com](mailto:Antonio.suro@td.com); and

A duplicate copy of each demand, notice, approval, request, consent, opinion or other communication given hereunder by either the Issuer or the Bond Trustee to the other shall also be given to the Corporation, the Bondholder Representative and the Financial Advisor. The Issuer, the Corporation, the Bond Trustee, the Bondholder Representative and the Financial Advisor may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

No notices shall be sent to beneficial owners of Hamlin Investor Bonds without the consent of the Bondholder Representative, including without limitation, notices of failure to comply with covenants and Events of Default.

Any such communication also may be transmitted to the appropriate party by Electronic Means capable of producing a written record and shall be deemed given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing sent as specified above.

All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to the Bond Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign (or such other digital signature provider as specified in writing to the Bond Trustee by the Authorized Representative of the Corporation), in English. The Corporation agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications to the Bond Trustee, including without limitation the risk of the Bond Trustee's acting on unauthorized instructions, and the risk of interception and misuse by third parties.

#### **Section 1305. Payments/Actions Due on Holidays, Etc.**

If any date specified herein for the payment of the Series 2021 Bonds or the performance of any act shall not be a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date, and in case any payment of the principal or redemption price of or interest on the Series 2021 Bonds shall be due on a date that is not a Business Day, interest on such principal amount shall cease to accrue on the date on which such payment was due if such payment is made on the immediately succeeding Business Day.

#### **Section 1306. Successors and Assigns.**

This Bond Indenture shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**Section 1307. Severability.**

If any provision of this Bond Indenture shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**Section 1308. Applicable Law; Venue.**

This Bond Indenture shall be governed by the applicable laws of the State. The Issuer and the Bond Trustee consent and agree to the exclusive jurisdiction of the courts of the State sitting in Lake County, the courts of the United States of America for the Middle District of Florida and appellate courts from any thereof.

**Section 1309. Counterparts.**

This Bond Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

**Section 1310. Bondholders Right to Enforce Continuing Disclosure.**

The Bondholder Representative and the Holders of the Series 2021 Bonds shall be third party beneficiaries of the assigned rights under the Loan Agreement to enforce the continuing disclosure obligations of the Corporation pursuant to the Continuing Disclosure Agreement.

**Section 1311. Bondholder Representative Deemed Owner.**

For all purposes herein, so long as the Series 2021 Bonds are held by TD Bank, N.A., the Bondholder Representative shall be deemed to be the Owner of such Series 2021 Bonds and entitled to provide all consents and control all remedies with respect thereto to the exclusion of the Bondholders.

**IN WITNESS WHEREOF**, the Issuer and the Bond Trustee have caused this Bond Indenture to be executed in their respective corporate names as of the date first above written.

**CITY OF UMATILLA, FLORIDA**

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Acting City Clerk

**U.S. BANK NATIONAL ASSOCIATION**, as Bond Trustee

By: \_\_\_\_\_  
Vice President

[Signature Page of Bond Trust Indenture]

EXHIBIT A

FORM OF SERIES 2021 BONDS

NUMBER DOLLARS  
R-A-\_\_\_ \$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CITY OF UMATILLA, FLORIDA  
Refunding Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2021A

INITIAL INITIAL RESET  
INTEREST RATE MATURITY DATE DATE DATED DATE  
\_\_\_\_\_% \_\_\_\_\_, 20\_\_\_ \_\_\_\_\_, 20\_\_\_ July 9, 2021

REGISTERED OWNER: TD Bank, N.A.

PRINCIPAL AMOUNT: \_\_\_\_\_ MILLION AND NO/100 DOLLARS

The CITY OF UMATILLA, FLORIDA, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, upon presentation and surrender hereof at the designated trust operations office of U.S. Bank National Association, as bond trustee, or its successor in trust (the "Bond Trustee"), solely from the sources and as hereinafter provided, to the registered owner hereof, or registered assigns or legal representative, the principal sum set forth above on the maturity date set forth above, subject to prior payment, mandatory purchase, or redemption as described below, and to pay, solely from such sources, on the first (1<sup>st</sup> ) Business Day of each month with its initial interest rate as set forth above and thereafter at rates described below for any Reset Period, and shall bear interest from its date. Both principal, premium, if any, and interest are payable in lawful money of the United States of America.

This Bond shall accrue interest on the principal amount Outstanding at the interest rate computed on the basis of the actual days elapsed during the accrual period based upon a 360-day year.

This Bond, and the Series 2021 Bonds (as defined below) of which it is a part and the principal, the premium, if any, and the interest thereon are limited obligations of the Issuer and (except to the extent payment with respect to the Bonds shall be made from the proceeds from

the sale of the Bonds or the income, if any, derived from the investment thereof) are payable solely from the revenues and receipts derived from payments made by the Corporation and other Members of the Obligated Group, as defined in the hereinafter defined Master Indenture, pursuant to Obligation No. 11, hereinafter defined, and such Master Indenture, which revenues and receipts have been pledged and assigned to the Bond Trustee to secure payment of this Bond on parity with other outstanding obligations as set forth below.

THIS BOND, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE OF FLORIDA OR ANY SUBDIVISION THEREOF, INCLUDING THE ISSUER. NEITHER THE STATE OF FLORIDA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND MONIES PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO.

This Bond is one of an issue of the Issuer's Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A (the "Series 2021 Bonds"), of like tenor, except as to date, number, denomination, rate of interest and privilege of redemption, authorized and issued pursuant to its home rule powers under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended. The Series 2021 Bonds are issued under and are equally and ratably secured by a Bond Trust Indenture dated as of July 1, 2021 (the "Bond Indenture") between the Issuer and the Bond Trustee. Pursuant to the Loan Agreement dated as of July 1, 2021 (the "Loan Agreement"), between the Issuer and Community Supports, Inc., a Florida not-for-profit corporation (the "Corporation"), the Issuer will loan the proceeds of the Series 2021 Bonds to the Corporation in order to refund prior indebtedness.

The Series 2021 Bonds are issued under the Bond Indenture, which assigns to the Bond Trustee, as security for the Series 2021 Bonds, the promissory note of the Corporation constituting Obligation No. 11 in the principal amount of \$\_\_\_\_\_, dated the date of delivery ("Obligation No. 11"), and certain rights of the Issuer under the Loan Agreement. In the Loan Agreement, the Corporation agrees to pay amounts sufficient to pay the principal of and premium, if any, and interest on the Series 2021 Bonds as the same become due.

Obligation No. 11 is issued as the eleventh obligation of the Obligated Group under a Master Trust Indenture dated as of December 1, 2012, as supplemented and amended by a Supplemental Indenture for Obligation Nos. 11, dated as of July 1, 2021 (collectively, the "Master Indenture"), currently among the Corporation, Lakeview Terrace Home Health Services, LLC, and ECCI, LLC, (together with the Corporation, the "Members") and U.S. Bank National Association, a national banking association, as master trustee (the "Master Trustee"). Additional

Indebtedness (as defined in the Master Indenture) of the Corporation may be issued on the terms provided in the Master Indenture.

All Obligations of the Corporation and the Members, including Obligation No. 11, will be equally and ratably secured by the provisions of the Master Indenture. The Members have also entered into a Continuing Covenant Agreement dated as of July 1, 2021 with the Bondholder Representative and have caused to be issued Obligation No. 11 under the Master Indenture in order to evidence and secure certain payment obligations thereunder. All Obligations of the Corporation, including Obligation No. 11, other than those evidencing unsecured indebtedness, are equally and ratably secured by a Mortgage and Security Agreement, dated as of December 1, 2012, from the Members to the Master Trustee, as amended and supplemented, in particular as supplemented by a Mortgage Modification Agreement and Notice of Future Advance dated July \_\_, 2021 (collectively, the "Mortgage"), creating a lien on and a security interest in the Mortgaged Premises (as defined in the Master Indenture), which lien and security interest are more fully described in the Mortgage.

Reference is hereby made to the Bond Indenture, the Loan Agreement, the Master Indenture, and the Mortgage and to all amendments and supplements thereto, for a description of the provisions, among others, with respect to the terms on which the Series 2021 Bonds are issued, the interest rate provisions for a Reset Period, the nature and extent of the security for the Series 2021 Bonds, the provisions for any applicable Mandatory Purchase Date, the rights, duties and obligations of the Issuer, the Bond Trustee and the Master Trustee, the rights of the holders of the Series 2021 Bonds and the provisions for defeasance of such rights. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Indenture.

Principal of, premium, if any, and interest on the Series 2021 Bonds shall be payable in lawful money of the United States of America, but only from the revenues and receipts derived from the Corporation and the security therefor and pledged to the payment thereof as hereinafter provided. Principal of and premium, if any, on the Series 2021 Bonds shall be payable without presentation (except at maturity or payment in full of this Series 2021 Bond when presentation and surrender shall be required) of the Series 2021 Bonds as they become due at the designated trust operations office of the Bond Trustee. Interest on Series 2021 Bonds shall be payable to the registered owners by check or draft mailed to such owners at their addresses as they appear on registration books kept by the Bond Trustee as Bond Registrar as of the Record Date. Any Holder of at least \$1,000,000 in aggregate principal amount of Series 2021 Bonds may elect, by written request to the Bond Trustee delivered prior to the applicable Record Date with respect to interest, to have payment of interest made by federal funds, wire transfer or any other customary banking arrangement acceptable to the Bond Trustee to a bank located within the continental United States for deposit to an account designated in writing by such Holder.

The Series 2021 Bonds may be called for redemption by the Issuer, at the direction of the Corporation, only as provided in the Bond Indenture. The provisions of the Bond Indenture

provide for extraordinary optional redemption, optional redemption, mandatory redemption upon a Determination of Taxability, and mandatory sinking fund redemptions.

The owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein or to take any action with respect to any Event of Default under the Bond Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, or conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Series 2021 Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before their stated maturities, together with accrued interest thereon. Modifications or alterations of the Bond Indenture, the Loan Agreement or Obligation No. 11 or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Bond Indenture.

Under the Bond Indenture, so long as the Series 2021 Bonds are held by the Bondholder Representative, the Bondholder Representative shall be deemed to be the Owner of the Series 2021 Bonds and entitled to provide all consents, waivers, and directions, and control all remedies with respect thereto to the exclusion of the owner of this Bond.

The Series 2021 Bonds are issuable only as registered bonds without coupons in the initial denomination of \$250,000 or any integral multiple of \$5,000 in addition thereof and thereafter in Authorized Denominations. At the principal corporate trust office of the Bond Trustee, in the manner and subject to the limitations and conditions and upon payment of charges provided in the Bond Indenture, Series 2021 Bonds may be exchanged for an equal aggregate principal amount of Series 2021 Bonds of different Authorized Denominations as requested by the owner hereof or his duly authorized attorney or legal representative.

The transfer of this Bond may be registered by the registered owner thereof in person or by his duly authorized attorney or legal representative at the designated corporate trust office of the Bond Trustee, but only in the manner and subject to the Authorized Denominations and the limitations and conditions provided in the Bond Indenture and upon surrender and cancellation of the Bond. Upon any such registration of transfer the Issuer shall execute and the Bond Trustee shall authenticate and deliver in exchange for this Bond a new Bond, registered in the name of the transferee, of Authorized Denominations. The Bond Trustee, the Issuer and the Corporation shall, prior to due presentment for registration of transfer, treat the registered owner as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the owner, except that all payments of interest shall be made to the registered owner as of the fifteenth day of the month preceding each interest payment date.

Any exchange or registration of transfer shall be without charge except that the Bond Trustee shall make a charge to any bondholder requesting such exchange or registration in the amount of any tax or other governmental charge required to be paid with respect thereto.



All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

This Bond shall not become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture or be valid until the Bond Trustee shall have executed the Certificate of Authentication appearing hereon.

IN WITNESS WHEREOF, the City of Umatilla, Florida, has caused this Bond to be signed by the signature (or a facsimile signature affixed) of its Mayor, its seal to be printed hereon and attested by the signature (or a facsimile signature affixed) of its Acting City Clerk, and this Bond to be dated as of its dated date.

CITY OF UMATILLA, FLORIDA

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Acting City Clerk

(Form of Bond Trustee's Certificate of Authentication)

Date of Authentication: \_\_\_\_\_, 2021

BOND TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2021 Bonds described in the within-mentioned Bond Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Bond Trustee

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

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

---

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_, Attorney to transfer said Bond on the books kept for the registration thereof, with full power of substitution in the premises.

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

---

(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alternation or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/ Dealer, Credit Union or Savings Association, who is a member of a medallion program approved by the Securities Transfer Association, Inc.

**LOAN AGREEMENT**

**between**

**CITY OF UMATILLA, FLORIDA**

**and**

**COMMUNITY SUPPORTS, INC.**

**July 1, 2021**

**Relating to**

**and**

**\$ \_\_\_\_\_**

**City of Umatilla, Florida  
Refunding Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2021A**

## TABLE OF CONTENTS

	<b>Page No.</b>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION.....	2
Section 1.1    Definitions.....	2
Section 1.2    Rules of Construction.....	4
ARTICLE II REPRESENTATIONS .....	5
Section 2.1    Representations by Issuer.....	5
Section 2.2    Representations by the Corporation.....	7
ARTICLE III THE PROJECT.....	9
Section 3.1    Loan by the Issuer.....	9
Section 3.2    [Reserved].....	9
Section 3.3    Repayment of Loan.....	9
Section 3.4    [Reserved].....	9
Section 3.5    [Reserved].....	9
Section 3.6    Limitation of Issuer's Liability.....	9
Section 3.7    Recordation and Filing.....	10
Section 3.8    Mortgagee Title Policy.....	10
Section 3.9    Disclaimer of Warranties.....	10
ARTICLE IV PAYMENTS ON THE SERIES 2021 NOTE.....	10
Section 4.1    Amounts Payable.....	10
Section 4.2    Payments Assigned.....	11
Section 4.3    Default in Payments.....	11
Section 4.4    Obligations of Corporation Unconditional.....	11
Section 4.5    Advances by Issuer, Bond Trustee or Bondholder Representative.....	12
Section 4.6    Agreement of Issuer.....	12
Section 4.7    Rebate Requirement.....	12
ARTICLE V SPECIAL COVENANTS .....	13
Section 5.1    Examination of Books and Records; Information to the Issuer.....	13
Section 5.2    Corporation Books and Records; Reports; Communications.....	13
Section 5.3    Indemnification.....	13
Section 5.4    Maintenance of 501(c)(3) Status; Prohibited Activities.....	15
Section 5.5    Tax Covenants.....	15
Section 5.6    Consents and Operation of Facilities.....	15
Section 5.7    Investment and Use of Trust Funds.....	16
ARTICLE VI EVENTS OF DEFAULT AND REMEDIES .....	16
Section 6.1    Event of Default Defined.....	16
Section 6.2    Remedies on Default.....	17
Section 6.3    Application of Amounts Realized in Enforcement of Remedies.....	17

Section 6.4	No Remedy Exclusive.....	17
Section 6.5	Attorneys' Fees and Other Expenses.....	17
Section 6.6	No Additional Waiver Implied by One Waiver.....	17
Section 6.7	No Waiver of Event of Default Without Consent of Bondholder Representative.....	18
ARTICLE VII PREPAYMENT OF SERIES 2021 NOTE .....		18
Section 7.1	Option to Prepay Series 2021 Note.....	18
Section 7.2	Option to Prepay Series 2021 Note in Whole.....	19
Section 7.3	Option to Prepay Series 2021 Note in Part.....	19
Section 7.4	Mandatory Prepayment Upon a Determination of Taxability.....	19
Section 7.5	Amount Required for Prepayment.....	19
ARTICLE VIII [RESERVED].....		20
ARTICLE IX MISCELLANEOUS.....		20
Section 9.1	Term of Loan Agreement.....	20
Section 9.2	Notices.....	20
Section 9.3	Amendments to Loan Agreement and Note.....	20
Section 9.4	Successors and Assigns.....	21
Section 9.5	Severability.....	21
Section 9.6	Applicable Law; Entire Understanding.....	21
Section 9.7	Issuer's Obligations Limited; Immunity of Officers and Employees of Issuer.....	21
Section 9.8	Counterparts.....	22

**THIS LOAN AGREEMENT**, dated as of July 1, 2021 (the "Loan Agreement"), between the **CITY OF UMATILLA, FLORIDA** (the "Issuer"), a political subdivision (within the meaning of Chapter 1, Florida Statutes) of the State of Florida, and **COMMUNITY SUPPORTS, INC.** (the "Corporation"), a not-for-profit corporation.

**WITNESSETH:**

**WHEREAS**, the Issuer is authorized under home rule powers under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop health care within the boundaries of the Issuer and the State of Florida (the "State"), to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the Issuer, the State and the inhabitants thereof; and

**WHEREAS**, the Issuer desires to promote such purposes by assisting in refinancing of facilities for the residence or care of the aged in order to provide modern and efficient care and medical services to the inhabitants of the Issuer and care and safe housing of the aged in accordance with the Act; and

**WHEREAS**, in order to further the purposes of the Act, the Issuer has determined to issue its Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A (the "Series 2021 Bonds" or the "Bonds"), in a total principal of \$\_\_\_\_\_ and use the proceeds thereof to make a loan to the Corporation which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community (herein referred to as "Lakeview Terrace" or the "Facility"), under the terms of this Loan Agreement; and

**WHEREAS**, the proceeds of the loan will be used together with other funds to refund \$\_\_\_\_\_ in outstanding par amount of the Issuer's Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (Fixed Rate Bonds) and Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (Adjustable Rate Bonds) (collectively, the "Refunded Bonds"), to pay the cost of issuing the Series 2021 Bonds, and pay the redemption premium for the Refunded Bonds; and

**WHEREAS**, the Refunded Bonds were used to finance and refinance the following facilities at Lakeview Terrace (a) completing the exterior renovations of existing garden homes, apartments and carports, (b) constructing a new main entrance west of State Route 19 and north of Keene Road, (c) constructing seven 4-unit independent living villas, (d) constructing a 5-story independent living tower, (e) replacing the wastewater treatment facility and (f) refinancing existing debt used for renovations to the Lakeview Terrace facilities (the "2012 Project").

**WHEREAS**, the Issuer is also entering into a Bond Indenture (as hereinafter defined) for the purpose of authorizing the Series 2021 Bonds and securing the payment thereof by assigning



its rights as registered owner of the 2021A Obligation (as defined therein) and certain of its rights under this Loan Agreement; and

**WHEREAS**, the Issuer proposes to loan the proceeds of the issuance of the Series 2021 Bonds to the Corporation, and the Corporation agrees to repay such loan on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

## **ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.1 Definitions.** Except as set forth below or unless the context otherwise requires, all undefined capitalized terms shall have the meanings assigned to them in the Master Indenture or the Bond Indenture. The following words and terms shall have the following meanings unless the context otherwise requires:

"2012 Project" shall mean the renovation, expansion, and the construction, as described and defined in the fifth whereas clause hereof.

"Bondholder Put Date" has the same meaning as the term "Bondholder Put Date" as defined in the Bond Indenture.

"Bondholder Representative" shall mean (i) TD Bank, N.A., so long as a majority in aggregate principal amount of the Outstanding Series 2021 Bonds are beneficially owned by TD Bank, N.A.; and (ii) at any other time, the designee, if any, of the holders of a majority in aggregate principal amount of the Outstanding Series 2021 Bonds in accordance with the terms of the Continuing Covenant Agreement (if so provided therein) or otherwise. If there shall be no designee (and the foregoing clause (i) is not applicable), the term Bondholder Representative shall be disregarded and all notices and consents shall be given to and by, respectively, the other parties referenced in this Loan Agreement, the Bond Indenture and the Fifth Supplemental Indenture. TD Bank, N.A. will provide immediate written notice to the Bond Trustee, the Master Trustee, the Group Representative and the Issuer when clause (i) above is no longer applicable.

"Bond Indenture" or "Indenture" shall mean the Bond Trust Indenture dated as of July 1, 2021 between the Issuer and U.S. Bank National Association, as Bond Trustee relating to the Series 2021 Bonds, as amended or supplemented from time to time in accordance with its terms.

"Bond Trustee" shall mean the bond trustee at the time serving as such under the Bond Indenture, whether the original or a successor trustee.

"Consultant" shall have the same meaning as the term "Consultant" as defined in the Master Indenture.

"Continuing Covenant Agreement" means, initially, the Continuing Covenant Agreement dated as of July 1, 2021, between the Members of the Obligated Group and the Bondholder Representative, as the same may be amended, supplemented, restated or otherwise modified from time to time, and any other agreement between any Member of the Obligated Group and the Bondholder Representative which may be designated as the Continuing Covenant Agreement.

"Corporation Documents" shall mean the Financing Instruments that the Corporation is a party to.

"Default Rate" has the same meaning as the term Default Rate as defined in the Continuing Covenant Agreement.

"Facilities" shall mean the continuing care retirement community known as the Lakeview Terrace Retirement Community located on approximately 110 acres, which includes the 2012 Project and the other facilities located thereon.

"Financing Instruments" shall mean the Master Indenture, the Bond Indenture, this Loan Agreement, the Series 2021 Note, the Mortgage, the Tax Certificate and Agreement, the Continuing Covenant Agreement and the Indemnification Agreement.

"Fifth Supplemental Indenture" shall mean Supplemental Indenture for Obligation No. 11 and Obligation No. 12 dated as of July 1, 2021, by and among the Corporation, the other Obligated Group Members and the Master Trustee, supplementing the Master Indenture, as amended and supplemented from time to time.

"Interested Bondholder" shall mean TD Bank, N.A. and any Bondholder who shall have filed a written request with the Bond Trustee to receive copies of reports under the Bond Indenture and this Loan Agreement.

"Mandatory Purchase Date" has the same meaning as the term "Mandatory Purchase Date" as defined in the Bond Indenture.

"Master Indenture" shall mean the Master Trust Indenture dated as of December 1, 2012, among the Corporation, the other Obligated Group Members and the Master Trustee, as such may be amended and supplemented from time to time, including without limitation, by the Fifth Supplemental Indenture.

"Master Trustee" shall mean the master trustee at the time serving as such under the Master Indenture, whether the original or a successor trustee.

"Maximum Federal Corporation Tax Rate" has the same meaning as the term "Maximum Federal Corporate Tax Rate" as defined in the Bond Indenture.

"Mortgage" shall have the same meaning as the term "Mortgage" defined in the Master Indenture.

"Mortgage Modification" shall mean the Mortgage Modification Agreement and Notice of Future Advance dated July \_\_\_, 2021, granted by the Corporation to the Master Trustee, supplementing and amending the Mortgage.

"Net Proceeds" shall mean the gross proceeds from any insurance recovery or condemnation award remaining after payment of attorneys' fees, fees and expenses of the Bond Trustee and the Bondholder Representative and all other expenses incurred in the collection of such gross proceeds.

"Series 2021 Bonds" shall mean the Issuer's Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A, authorized to be issued pursuant to the Bond Indenture.

"Series 2021 Covenant Note" shall mean the promissory note of the Corporation dated the delivery date, issued as Obligation No. 12 under the Master Indenture, secured by the collateral under the Master Trust Indenture, the Mortgage and the Mortgage Modification and delivered to the Bondholder Representative to evidence the Corporation's payment obligations under the Continuing Covenant Agreement, and any amendments, supplements or substitutions thereto.

"Series 2021 Note" shall mean the promissory note of the Corporation in the maximum principal amount equal to the principal amount of the Series 2021 Bonds, dated the delivery date, issued as Obligation No. 11 under the Master Indenture, secured by the collateral under the Master Trust Indenture, and delivered to the Issuer to evidence the Corporation's obligations hereunder with respect to the Series 2021 Bonds, and any amendments, supplements or substitutions thereto.

"Taxable Rate" shall mean the product of (i) the interest rate otherwise in effect with respect to the Series 2021 Bonds during any applicable period and (ii) the Taxable Rate Factor.

"Taxable Rate Factor" shall mean, for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

**Section 1.2 Rules of Construction.** The following rules shall apply to the construction of this Loan Agreement unless the context otherwise requires:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of Series 2021 Bonds shall not be deemed to refer to or connote the payment of Series 2021 Bonds at their stated maturity.

(c) All references herein to particular articles or sections are references to articles or sections of this Loan Agreement unless otherwise indicated.

(d) The headings and table of contents herein are solely for convenience of reference and shall not constitute a part of this Loan Agreement nor shall they affect its meaning, construction or effect.

## ARTICLE II REPRESENTATIONS

**Section 2.1 Representations by Issuer.** The Issuer makes the following representations:

(a) The Issuer is duly organized under the Act and has the power to (1) enter into this Loan Agreement and the Bond Indenture, (2) assign the Series 2021 Note to the Bond Trustee, (3) issue the Series 2021 Bonds to refinance costs incurred and to be incurred in connection with the 2012 Project through the refunding of the Refunded Bonds and (4) carry out its other obligations in connection therewith pursuant to this Loan Agreement. The facilities to be refinanced with the proceeds of the Series 2021 Bonds constitute facilities authorized to be financed under the Act and in furtherance of the purposes designated under the Act.

(b) The Issuer has duly authorized (1) the execution and delivery of the Bond Indenture, this Loan Agreement and the assignment of the Series 2021 Note, (2) the performance of its obligations hereunder and thereunder (3) the refunding of the Refunded Bonds, and (4) the issuance of the Series 2021 Bonds and, simultaneously with the execution and delivery of this Loan Agreement, has duly executed and delivered the Bond Indenture and issued the Series 2021 Bonds.

(c) To the best of Issuer's knowledge, no event has occurred and no condition exists with respect to the Issuer which would constitute an "event of default" as defined in this Loan Agreement or the Bond Indenture or which, with the lapse of time or with the giving of notice or both, would become such an "event of default." The Issuer is not in default under the Act or under any charter instrument or other material agreement or instrument to which it is a party or by which it is bound which default would adversely affect the enforceability or taxability of the Series 2021 Bonds.

(d) The Issuer is not (1) in material violation of the Act or any other existing federal or Florida law, rule or regulation applicable to it or (2) to the best of its knowledge, in default under any indenture, mortgage, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which any of its assets are subject and which would affect the validity or enforceability of the Series 2021 Note, the Series 2021 Bonds, this Loan Agreement or the Bond Indenture. The execution and delivery by the Issuer of the Bond Indenture, this Loan Agreement and the Series and 2021 Bonds the assignment of the Series 2021 Note and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the above described documents or other restrictions.

(e) To the best of its knowledge, no further approval, consent or withholding of objection on the part of any regulatory body, federal, state or local, is required in connection with (1) the issuance and delivery of the Series 2021 Bonds by the Issuer, (2) the execution or delivery of or compliance by the Issuer with the terms and conditions of this Loan Agreement, the Bond Indenture or the Series 2021 Bonds or (3) the assignment and pledge by the Issuer pursuant to the Bond Indenture of its rights (except for the Unassigned Rights) under this Loan Agreement and the Series 2021 Note and the payments thereon by the Corporation, as security for payment of the principal of and premium, if any, and interest on the Series 2021 Bonds. The consummation by the Issuer of the transactions set forth in the manner and under the terms and conditions as provided herein will comply with all state, local or federal laws and to the best of its knowledge, any rules and regulations promulgated thereunder; provided, however, no representation is made as to compliance with any federal or state securities or "blue sky" law.

(f) Notwithstanding anything herein to the contrary, any obligation the Issuer may incur hereunder in connection with the issuance of the Series 2021 Bonds shall not be deemed to constitute a general obligation of the Issuer but shall be payable solely from the payments received hereunder and under the Series 2021 Note and the security therefor.

(g) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to its knowledge, threatened against the Issuer with respect to (1) the organization and existence of the Issuer, (2) its authority to execute or deliver this Loan Agreement, the Bond Indenture or the Series 2021 Bonds or the assignment of the Series 2021 Note, (3) the validity or enforceability of any of such instruments or the transactions contemplated hereby or thereby, (4) the title of any officer of the Issuer who executed such instruments, or (5) any authority or proceedings related to the execution and delivery of such instruments on behalf of the Issuer. No such authority or proceedings have been repealed, revoked, rescinded or amended and all are in full force and effect. The foregoing representation does not include any litigation that may have been filed but not served on the Issuer and of which the Issuer has no knowledge.

(h) The Issuer hereby finds that the refinancing of the 2012 Project and the refunding of the Refunded Bonds is in furtherance of the municipal purposes and will serve the purposes of the Act.

(i) The Issuer will issue the Series 2021 Bonds for the purpose of refinancing the 2012 Project through the refunding of the Refunded Bonds and for the other purposes provided for in the Bond Indenture.

(j) The Issuer has not made any independent investigation as to the feasibility or creditworthiness of the Corporation and shall have no liability whatsoever in connection with the same. Any bond purchaser, assignee of the Loan Agreement or any other party with any interest in this transaction shall make its own independent investigation and determination as to the creditworthiness and feasibility of the Corporation and the Facilities, independent of any representations of the Issuer.

(k) The issuance of the Series 2021 Bonds as requested by the Corporation will not constitute a debt or pledge of the faith and credit of the Issuer, Lake County, the State or any other political subdivision thereof and neither the faith and credit nor the taxing power of the Issuer, Lake County, the State or any other political subdivision thereof, will be pledged to the payment of the Series 2021 Bonds but such Series 2021 Bonds will be payable solely from the revenues derived from the Corporation and pledged to the payment thereof.

**Section 2.2 Representations by the Corporation.** The Corporation makes the following representations:

(a) The Corporation is a not-for-profit corporation duly organized, validly existing under the laws of the State, its status is active, and it has the power to enter into the Corporation Documents, and the transactions contemplated thereunder and, by proper corporate action, has duly authorized the execution and delivery of the Corporation Documents and the performance of its obligations thereunder.

(b) The Corporation has received a determination letter from the Internal Revenue Service classifying it as an organization (i) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to "unrelated business taxable income" within the meaning of Section 512(a) of the Code) and (ii) which is not a "private foundation" as defined in Section 509(a) of the Code. Such determination letter has not been modified, limited, revoked or suspended. The Corporation has not received any indication or notice, written or oral, from representatives of the Internal Revenue Service to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, and the Internal Revenue Service previously audited the Corporation and confirmed its exemption. The Corporation is in compliance with all of the terms, conditions and limitations, if any, contained in the determination letter. Except as subsequently approved by the Internal Revenue Service pursuant to an audit examination closing letter dated March 25, 2008, there has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued, the determination letter relating to the status of the Corporation as an organization described in Section 501(c)(3) of the Code and as an organization which is not a "private foundation" as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke or supersede such determination letter as it applies to the Corporation. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Corporation as an organization (1) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (2) which is not a "private foundation" as defined in Section 509 of the Code. The Corporation has received no notice or communication of any kind from the Internal Revenue Service directly or indirectly questioning its status described in the first sentence of this subsection, or indicating that the Corporation specifically is being or will be audited with respect to such status. The Corporation is an organization organized and operated exclusively for charitable purposes and not for pecuniary profit, within the meaning of the Securities Act of 1933, as amended, and no part of the net earnings of the Corporation inures to

the benefit of any person, private stockholder or individual, within the meaning of Section 3(a)(4) of the Securities Act of 1933, as amended.

(c) The Corporation is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(d) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Corporation pending or, to the knowledge of the Corporation, threatened in which any liability of the Corporation is not adequately covered by insurance or for which adequate reserves are not provided or for which any judgment or order would have a material adverse effect upon the business or assets of the Corporation or affect its existence or authority to do business, the operation of the Facilities, the validity of the Corporation Documents or the performance of the Corporation's obligations thereunder.

(e) The execution and delivery of the Corporation Documents, the performance by the Corporation of its obligations thereunder and the consummation of the transactions therein contemplated do not and will not conflict with, or constitute a breach or result in a violation of, articles of incorporation or bylaws of the Corporation, any agreement or other instrument to which the Corporation is a party or by which it is bound or any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Corporation or its property.

(f) The Corporation has obtained all consents, approvals, authorizations and orders of any governmental or regulatory authority ("Consents") that are required to be obtained by the Corporation as a condition precedent to the issuance of the Series 2021 Bonds, the execution and delivery of the Corporation Documents and the proceeds of the Series 2021 Bonds for the refinancing of the 2012 Project. The Corporation has obtained all Consents for the performance by the Corporation of its obligations under the Corporation Documents, the operation of the Facilities and the refinancing of the 2012 Project.

(g) Each of the Corporation Documents is, assuming due authorization, execution and delivery by the other parties to those Corporation Documents, a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or enactments in effect now or in the future affecting the enforceability of creditors' rights, (ii) the application of general principles of equity and (iii) considerations of public policy with respect to indemnity provisions.

(h) To the best of Corporation's knowledge, no event has occurred and no condition exists with respect to the Corporation which would constitute an "event of default" as defined in this Loan Agreement or any of the other Corporation Documents or which, with the lapse of time

or with the giving of notice or both, would become such an "event of default." The Corporation is not in default under its bylaws or other agreement or instrument to which it is a party or by which it is bound which default would adversely affect the enforceability or taxability of the Series 2021 Bonds.

### **ARTICLE III THE PROJECT**

**Section 3.1 Loan by the Issuer.** Simultaneously with the delivery of this Loan Agreement, the Issuer shall issue the Series 2021 Bonds to provide the Corporation with a loan. The Series 2021 Bonds shall be issued in accordance with the Bond Indenture. The approval of the terms of the Series 2021 Bonds and the Bond Indenture by the Corporation shall be conclusively established by its execution and delivery of this Loan Agreement.

Upon the terms and conditions of this Loan Agreement, the Issuer hereby makes a loan to the Corporation in the principal amount of \$\_\_\_\_\_ the par amount issued of the Series 2021 Bonds. The loan shall be deemed made when the proceeds of the issuance of the Series 2021 Bonds are delivered to the Bond Trustee.

**Section 3.2 [Reserved].**

**Section 3.3 Repayment of Loan.** Prior to or simultaneously with the issuance of the Series 2021 Bonds, to evidence its obligations to repay the loan hereunder, the Corporation shall deliver the Series 2021 Notes to the Issuer for assignment to the Bond Trustee as security for the payment of the Series 2021 Bonds.

**Section 3.4 [Reserved].**

**Section 3.5 [Reserved].**

**Section 3.6 Limitation of Issuer's Liability.** Notwithstanding anything herein to the contrary, any obligation the Issuer may incur hereunder in connection with the refinancing of the 2012 Project shall not be deemed to constitute a general obligation of the State, the Issuer or Lake County but shall be payable solely from the revenues and receipts derived by the Issuer from or in connection with this Loan Agreement, including payments received under the Series 2021 Note. No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, employee, attorney or agent of the Issuer in his individual capacity, and none of the foregoing shall be liable personally on the Series 2021 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee, agent, adviser or attorney of the Issuer shall incur any personal liability with respect to any other action taken by him pursuant to this Loan Agreement, the Bond



Indenture or the Act, provided such officer, employee, agent, adviser or attorney does not act in bad faith.

**Section 3.7 Recordation and Filing.** On the date of the issuance of the Series 2021 Bonds, the Corporation shall record or shall cause the recording of the financing statements with respect to the security interests granted under the Master Indenture and the Bond Indenture. The Corporation shall record, or cause to be recorded all required continuation statements in order to preserve the security interest granted thereby.

**Section 3.8 Mortgagee Title Policy.** Upon the incurrence of the loan hereunder, the Corporation shall deliver to the Master Trustee an endorsement to the mortgagee title insurance policy as required by the Master Indenture.

**Section 3.9 Disclaimer of Warranties.** NEITHER THE ISSUER NOR THE BOND TRUSTEE MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE 2012 PROJECT OR ITS SUITABILITY FOR THE PURPOSES OF THE CORPORATION. NEITHER THE ISSUER NOR THE BOND TRUSTEE MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE FEASIBILITY OR COMMERCIAL SUCCESS OF THE 2012 PROJECT.

#### ARTICLE IV PAYMENTS ON THE SERIES 2021 NOTE

**Section 4.1 Amounts Payable.**

(a) The Corporation shall make all payments required by the Series 2021 Note, this Loan Agreement and the Bond Indenture as and when they become due and shall promptly pay all other amounts necessary to enable the Bond Trustee to make the transfers required by Article VI of the Bond Indenture and all other payments required of the Issuer pursuant to the Bond Indenture. On the first day of each month, the Corporation shall transfer to the Bond Trustee for use pursuant to Section 602 of the Bond Indenture, the amount necessary to permit the Bond Trustee to provide in all funds held by the Bond Trustee the full amounts required by Section 602 of the Bond Indenture, including without limitation, any amounts necessary pursuant to the Bond Indenture to provide for payment of principal and interest and premium on the Series 2021 Bonds when due. The Corporation shall also pay in full the purchase price of the Series 2021 Bonds upon any Bondholder Put Date as required pursuant to the Bond Indenture.

(b) The Corporation shall also pay, as and when the same become due:

(i) An amount equal to (a) an initial fee of 0.30% of the total available par amount of the Series 2021 Bonds, which is \$\_\_\_\_\_ to be paid to TD Bank, N.A. on or before the date the initial Series 2021 Bonds is issued, (b) the reasonable fees and costs of TD Bank, N.A.'s

counsel, not to exceed \$40,000. The Corporation shall cause the Bond Trustee to pay the additional Costs of Issuance from the Costs of Issuance Fund as set forth in the Bond Indenture.

(ii) An amount equal to (a) the fees and charges of the Bond Trustee incurred in connection with the rendering of its ordinary and extraordinary services as Bond Trustee under the Bond Indenture, as and when the same become due, including the fees and expenses of its counsel, and (b) the out-of-pocket expenses of the Issuer, if any. The Corporation may, without constituting grounds for an Event of Default hereunder, withhold payment of any such fees and charges of the Bond Trustee, and contest in good faith the necessity for any extraordinary services of the Bond Trustee and the reasonableness of any extraordinary expenses of the Bond Trustee (provided that any amounts in this Section required to be paid by the Corporation shall not equal or exceed an amount that would cause the "yield" on the Series 2021 Notes or any other "acquired purpose obligation" to be "materially higher" than the "yield" on the Series 2021 Bonds, as such terms are defined under Section 148 of the Code).

(iii) Amounts described in Section 4.7 hereof.

(iv) Amounts due upon any Mandatory Purchase Date.

(v) All other amounts that the Corporation agrees to pay under the terms of this Loan Agreement, the Series 2021 Note, the Series 2021 Covenant Note, and the Bond Indenture.

**Section 4.2 Payments Assigned.** The Corporation consents to the assignment made by the Bond Indenture of the Series 2021 Note and of rights of the Issuer under this Loan Agreement to the Bond Trustee. The Corporation shall pay to the Bond Trustee all amounts payable by the Corporation pursuant to the Series 2021 Note and this Loan Agreement, except for payments of out of pocket costs of the Issuer pursuant to Sections 4.1(b)(ii) or 4.5 hereof, and any indemnification payments in favor of the Issuer under Section 5.3.

**Section 4.3 Default in Payments.** If the Corporation fails to make any payments required by the Series 2021 Note or this Loan Agreement when due or upon the occurrence of an Event of Default hereunder or an "event of default" under the Continuing Covenant Agreement, the Corporation shall pay to the Bond Trustee interest thereon until paid at the Default Rate.

**Section 4.4 Obligations of Corporation Unconditional.** The obligation of the Corporation to make the payments on the Series 2021 Note and to observe and perform all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Bond Trustee, the Bondholder Representative, or any other holder of any of the Series 2021 Bonds. Subject to the prepayment of the Series 2021 Note as provided therein, the Corporation shall not suspend or discontinue any payment on the Series 2021 Note or hereunder or under the Master Indenture or fail to observe and perform any of its other covenants, conditions or agreements hereunder or under the Master Indenture for any cause, including without limitation, any acts or circumstances that may constitute an eviction or constructive

eviction, failure of consideration, failure of title to any part or all of the Facilities or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Facilities, or any change in the tax or other laws of the United States of America, the State or any political subdivision of either, or any failure of the Issuer or the Bond Trustee to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with the Bond Indenture or this Loan Agreement. The Corporation may, after giving to the Issuer, the Bond Trustee and the Bondholder Representative ten days' notice of its intention to do so, at its own expense and in its own name, or in the name of the Issuer if procedurally required, prosecute or defend any action or proceeding or take any other action involving third persons that the Corporation reasonably deems necessary to secure or protect any of its rights hereunder. In the event the Corporation takes any such action, the Issuer shall, solely at the Corporation's expense (including payment of the Issuer's reasonable attorney's fees), reasonably cooperate with the Corporation and take necessary action to substitute the Corporation for the Issuer in such action or proceeding if the Corporation shall reasonably request.

**Section 4.5 Advances by Issuer, Bond Trustee or Bondholder Representative.** If the Corporation fails to make any payment or perform any act required of it hereunder, the Issuer, the Bond Trustee or the Bondholder Representative, without prior notice or demand on the Corporation and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Issuer, the Bond Trustee or the Bondholder Representative and all costs, fees and expenses so incurred shall be payable by the Corporation on demand as an additional obligation under the Series 2021 Note, together with interest thereon at the Default Rate until paid.

**Section 4.6 Agreement of Issuer.** At the direction of the Corporation, the Issuer shall (a) at any time moneys held pursuant to the Bond Indenture are sufficient to effect redemption of the Bonds and if the same are then redeemable under the Bond Indenture, take all steps that may be necessary to effect redemption thereunder and (b) take any other action required by the Bond Indenture or as directed by the Corporation pursuant to the provisions of the Bond Indenture or this Loan Agreement. The Corporation shall pay all the Issuer's reasonable expenses, including attorney's fees, incurred in complying with the section.

**Section 4.7 Rebate Requirement.** Except with respect to earnings on funds covered by the exceptions provided by Section 148(f)(4)(B) of the Code, at its sole expense on behalf of the Issuer, the Corporation shall determine and pay to the United States the Rebate Amount, as defined in the Tax Certificate and Agreement, as and when due in accordance with the "rebate requirement" described in Section 148(f) of the Code and Treasury Regulations thereunder, including without limitation, Treasury Regulations Section 1.148. The Corporation shall retain records of all such determinations until six years after repayment of the Bond. The Issuer shall not be liable to the Corporation by way of contribution, indemnification, counterclaim, set-off or

otherwise for any payment made or expense incurred by the Corporation pursuant to this section or the Bond Indenture.

## ARTICLE V SPECIAL COVENANTS

**Section 5.1 Examination of Books and Records; Information to the Issuer.** The Bond Trustee, the Issuer and the Bondholder Representative shall be permitted, during normal business hours and upon reasonable notice, to examine the books and records (other than confidential resident records) of the Corporation with respect to the Corporation's financial standing or its compliance with its obligations hereunder.

**Section 5.2 Corporation Books and Records; Reports; Communications.** The Corporation covenants to keep accurate records and books of account in accordance with accounting principles generally accepted in the United States consistently applied and to have its financial statements examined annually by an independent certified public accountant. For so long as any Series 2021 Bonds are Outstanding, to the extent not included in the information required in Section 3.11 of the Master Indenture, the Corporation will provide the Bond Trustee, the Bondholder Representative, any Interested Bondholder and the Issuer with:

(a) commencing with the Fiscal Quarter ending December 31, 2021 and on each Fiscal Quarter thereafter, within 30 days after the close of each Fiscal Quarter, an Officer's Certificate shall be provided stating, to the best of the knowledge of the signer of such Officer's Certificate, whether the Corporation is not in compliance with any covenant contained in the Master Indenture, the Bond Indenture or this Loan Agreement and, if the Corporation is not in compliance, specifying each failure to comply of which the signer may have knowledge and the steps that are being taken to cure such non-compliance; and

(b) no later than 30 days prior to the beginning of each Fiscal Year, a copy of the Corporation's annual budget for its operations for such upcoming Fiscal Year, and any amendments to the annual budgets within 30 days after such amendment has received approval by the Corporation's board of directors.

**Section 5.3 Indemnification.**(a) The Corporation shall at all times protect, indemnify, defend and save harmless the Issuer and the Bond Trustee (together, the "Indemnitees"), and each of them, from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (hereinafter referred to as "Damages"), including without limitation (1) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of the Corporation, (2) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Corporation, the 2012 Project or the Indemnitees, or any of them, (3) any judgments, penalties,

finances, damages, assessments, indemnities or contributions, and (4) the reasonable fees of attorneys, auditors, and consultants, provided that the Damages arise out of:

(i) failure by the Corporation or its officers, employees or agents, to comply with the terms of the Financing Instruments, and any agreements, covenants, obligations, or prohibitions set forth therein;

(ii) any action, suit, claim or demand contesting or affecting the title of the Facilities;

(iii) any breach of any representation or warranty set forth in the Financing Instruments or the Bond Indenture or any certificate delivered pursuant thereto, and any claim that any representation or warranty of the Corporation contains or contained any untrue or misleading statement of fact or omits or omitted to state any material facts necessary to make the statements made therein not misleading in light of the circumstances under which they were made;

(iv) any action, suit, claim, proceeding or investigation of a judicial, legislative, administrative or regulatory nature arising from or in connection with the construction, acquisition, ownership, operation, occupation or use of the Facilities; or

(v) any suit, action, administrative proceeding, enforcement action, or governmental or private action of any kind whatsoever commenced against the Corporation, the Facilities or the Indemnites that might adversely affect the validity, enforceability or tax-exempt status of the Series 2021 Bonds or the Financing Instruments, or the performance by the Corporation or any Indemnitee of any of their respective obligations thereunder;

provided that such indemnity shall be effective only to the extent of any loss that may be sustained by the Indemnites in excess of the proceeds net of any expenses of collection, received by them or from any insurance carried with respect to such loss, however in no event shall the Issuer be required to make a filing or a claim with respect to any insurance; and provided further that the benefits of this section shall not inure to any person other than the Indemnites.

(b) If any action, suit or proceeding is brought against the Indemnites for any Damages for which the Corporation is required to provide indemnification under this section, the Corporation, upon request, shall at its expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by the Corporation and approved by the Indemnites, which approval shall not be unreasonably withheld, provided that such approval shall not be required in the case of defense by counsel designated by any insurance company undertaking such defense pursuant to any applicable policy of insurance. The obligations of the Corporation under this section shall survive any termination of this Loan Agreement or the Indenture, including payment of the Series 2021 Note or the resignation or removal of the Bond Trustee for any reason.

(c) Nothing contained herein shall require the Corporation to indemnify the Issuer for any claim or liability resulting from their willful, wrongful acts or the Bond Trustee for any claim or liability resulting from its negligence or willful misconduct (under the standard of care set forth in Article X of the Bond Indenture).

(d) All references in this section to the Issuer or the Bond Trustee including references to Indemnitees, shall include their directors, commissioners, officers, employees, representatives, counsel and agents.

(e) The indemnifications provided under this Section to the Indemnitees shall also apply to any actions taken with respect to the Series 2021 Bonds under any of the Financing Instruments, including the Indemnity Agreement with the Issuer.

**Section 5.4 Maintenance of 501(c)(3) Status; Prohibited Activities.** The Corporation shall file all required reports and documents with the Internal Revenue Service so as to maintain its status as an organization described in Section 501(c)(3) of the Code, and shall not operate the Facilities in any manner and shall not engage in any activities or take any action that might reasonably be expected to result in the Corporation ceasing to be a "501(c)(3) organization" within the meaning of Section 145 of the Code. The Corporation shall promptly notify the Bond Trustee, the Issuer and the Bondholder Representative of any loss of its status as a "501(c)(3) organization" or of any investigation, proceeding or ruling that might result in such loss of status.

**Section 5.5 Tax Covenants.** The Corporation agrees that it will not directly or indirectly use or permit the use of any of the proceeds of the Series 2021 Bonds or any other of its funds, or direct the Bond Trustee to invest any funds held by the Bond Trustee under the Bond Indenture or this Loan Agreement, in such manner as would, or enter into, or allow any other Person to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause any such Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The Corporation acknowledges having read the Bond Indenture and agrees to perform all duties imposed upon it by the Bond Indenture and by the Tax Certificate and Agreement. Insofar as the Bond Indenture and the Tax Certificate and Agreement impose duties and responsibilities on the Corporation, they are specifically incorporated by reference into this Loan Agreement.

**Section 5.6 Consents and Operation of Facilities.**

(a) The Corporation will obtain when needed all other Consents required for the performance of its obligations under the Financing Instruments and the operation of the Facilities and has no reason to believe that any such Consents cannot be promptly obtained when needed.

(b) The Corporation will operate the Facilities, or cause them to be operated, as a facility for the residence and care of the aged until payment of the Series 2021 Note in full.

**Section 5.7 Investment and Use of Trust Funds.** An Authorized Representative of the Corporation shall provide written instructions for the investment, in accordance with Article VII of the Bond Indenture, of all funds held by the Bond Trustee under the Bond Indenture.

## ARTICLE VI EVENTS OF DEFAULT AND REMEDIES

**Section 6.1 Event of Default Defined.** Each of the following events shall be an Event of Default:

(a) Failure of the Corporation to make any payment on the Series 2021 Note within two (2) days when the same becomes due and payable, whether at maturity, redemption, acceleration or otherwise pursuant to the terms thereof or this Loan Agreement.

(b) Failure of the Corporation to observe or perform its covenants under Sections 3.03, 3.04, 3.07, 3.08, 3.09, 3.12, 3.13 or 3.16 of the Master Indenture.

(c) Failure of the Corporation to observe or perform any of its other covenants, conditions or agreements hereunder or under the Tax Certificate and Agreement for a period of 30 days after notice in writing (unless the Corporation and the Bond Trustee shall agree in writing, with the consent of the Bondholder Representative, to an extension of such time prior to its expiration), specifying such failure and requesting that it be remedied, given by the Issuer, the Bond Trustee or the Bondholder Representative to the Corporation, or in the case of any default which cannot with due diligence be cured within such 30 day period, failure by the Corporation to proceed promptly to pursue the curing of the same with due diligence and to cure such within 90 days, or such longer cure period as may be provided in the financing document under which the Event of Default has occurred.

(d) An Event of Default under the Master Indenture, the Mortgage, the Bond Indenture or the Continuing Covenant Agreement.

(e) The Master Trustee shall have declared any Obligation issued under the Master Indenture and all interest due thereon immediately due and payable in accordance with Section 4.02(a) of the Master Indenture.

(f) Failure of the Corporation to observe or perform its covenants under Section 9 of the Fifth Supplemental Indenture for a period of 30 days after the date on which written notice of such failure, requiring the same be remedied, shall have been given to the Corporation by the Master Trustee, the Bondholder Representative or by the Holders of at least 25% in aggregate principal amount of the Series 2021 Bonds then Outstanding.

**Section 6.2 Remedies on Default.** Whenever an Event of Default shall have happened and be continuing, the Bond Trustee as the assignee of the Issuer may and, if directed by the Bondholder Representative, shall:

(a) At the request of the Bondholder Representative or a majority of the Bondholders of the Series 2021 Bonds Outstanding, require that the Corporation retain a new Manager for the Facilities;

(b) Declare all amounts due under this Loan Agreement and the Series 2021 Note to be immediately due and payable in accordance with the Master Indenture, whereupon all such payments shall become and shall be immediately due and payable; and

(c) Take any action at law or in equity necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition or agreement of the Corporation under the Series 2021 Note or this Loan Agreement.

**Section 6.3 Application of Amounts Realized in Enforcement of Remedies.** Any amounts collected pursuant to action taken under Section 6.2 hereof shall be applied in accordance with the provisions of the Bond Indenture or, if payment of the Bonds shall have been made, shall be applied according to the provisions of Section 606 of the Bond Indenture.

**Section 6.4 No Remedy Exclusive.** No remedy herein conferred on or reserved to the Issuer, the Bond Trustee, the Bondholder Representative or the holder of the Series 2021 Note is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy herein or now or hereafter existing at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

**Section 6.5 Attorneys' Fees and Other Expenses.** Upon an Event of Default, the Corporation shall on demand pay to the Issuer, the Bond Trustee and the Bondholder Representative the fees and expenses of attorneys and other expenses incurred by them in the collection of payments due on the Series 2021 Note or the enforcement of performance of any other obligations of the Corporation.

**Section 6.6 No Additional Waiver Implied by One Waiver.** If either party or its assignee waives a default by the other party under any covenant, condition or agreement herein,



such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other default hereunder.

**Section 6.7 No Waiver of Event of Default Without Consent of Bondholder Representative.** Neither the Issuer nor the Bond Trustee may waive any Event of Default under this Loan Agreement without the prior written consent of the Bondholder Representative.

## ARTICLE VII PREPAYMENT OF SERIES 2021 NOTE

### **Section 7.1 Option to Prepay Series 2021 Note.**

(a) The Corporation shall have the option to prepay the Series 2021 Note, with the applicable premium, in full and terminate this Loan Agreement if one of the following has occurred:

(i) Damage or destruction of the Mortgaged Premises by fire or other casualty, or loss of title to or use of substantially all of the Mortgaged Premises as a result of the exercise of the power of eminent domain, or failure of title to the extent provided in Section 3.05 of the Master Indenture.

(ii) A change in the Constitution of the State or of the United States of America or a legislative or administrative action (whether local, state or federal) or a final decree, judgment or order of any court or administrative body (whether local, state or federal) contested by the Corporation in good faith which causes this Loan Agreement or any of the Series 2021 Note to become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed herein or unreasonable burdens or excessive liabilities to be imposed on the Issuer or the Corporation.

(b) The Corporation shall have the option to prepay the Series 2021 Note in part, with the applicable premium, following loss of title to or use of a portion of the Mortgaged Premises as a result of the exercise of the power of eminent domain or failure of title, or damage to or destruction of the Mortgaged Premises as described in (a)(i) above.

The principal amount of the Series 2021 Note that may be prepaid in part may not exceed the principal amount of the Bonds permitted to be redeemed as determined in accordance with Section 301(a) of the Bond Indenture.

(c) To exercise any of the above options, the Corporation shall within 120 days after the event permitting their exercise file the required resolutions and opinions with the Issuer, the Bond Trustee and the Bondholder Representative and specify a date not more than 60 days thereafter for making such prepayment. In such case the Issuer hereby directs the Bond Trustee to redeem the Bonds as provided in Section 301(a) of the Bond Indenture.

**Section 7.2 Option to Prepay Series 2021 Note in Whole.** The Corporation shall have the option to prepay the Series 2021 Note in whole, with any applicable premium, and terminate this Loan Agreement before payment of the Bonds; provided, however, that the covenants in Sections 4.1(b), 4.7, 5.3, 5.4 and 5.6 shall continue until the final maturity date of all Bonds or the earlier date on which provision for payment for all Bonds has been made and the covenant in Section 4.7 shall continue for six years thereafter. In such case the Bond Trustee will redeem the Bonds as provided in Section 301 of the Bond Indenture.

**Section 7.3 Option to Prepay Series 2021 Note in Part.** The Corporation shall have the option to prepay the Series 2021 Note in part, with any applicable premium. The amount so prepaid shall, so long as all payments then due under the Note have been made (a) if Bonds are then redeemable as provided in Section 301 of the Bond Indenture, be used to redeem Bonds to the extent possible under such section, and (b) if Bonds are not then redeemable, be transferred to the Bond Fund.

**Section 7.4 Mandatory Prepayment Upon a Determination of Taxability.** In the event of a Determination of Taxability, the Corporation shall forthwith, and in any event within 45 days of any such Determination of Taxability, pay the entire unpaid principal balance hereunder and under the Series 2021 Note plus premium and accrued interest thereon to the date of payment, provided, that, if the Corporation delivers to the Bond Trustee and the Bondholder Representative the opinion of Bond Counsel described in Section 3.01(d) of the Bond Indenture, which opinion states that interest on the Series 2021 Bonds will not be includable in the gross income of the owners thereof if less than all of the Series 2021 Bonds are redeemed, then the Corporation shall prepay the unpaid balance hereunder and under the applicable Note in the amount necessary to redeem the amount of the Series 2021 Bonds stated in such opinion. The Corporation hereby agrees to give prompt written notice to the Issuer, the Bond Trustee and the Bondholder Representative of (a) the occurrence of an event that gives or may give rise to a Determination of Taxability or (b) its receipt of any oral or written advice from the Internal Revenue Service that an event giving rise to a Determination of Taxability shall have occurred.

In the event Outstanding Series 2021 Bonds which are subject to the mandatory prepayment due to a Determination of Taxability are held by TD Bank, N.A., then with the prior written consent of by TD Bank, N.A., the mandatory prepayment may be waived and such Outstanding Series 2021 Bonds shall remain outstanding at an interest rate equal to the Taxable Rate.

**Section 7.5 Amount Required for Prepayment.** To prepay the Series 2021 Note in whole or in part under Sections 7.1, 7.2, 7.3 or 7.4, the Corporation shall pay to the Bond Trustee, for deposit in the Bond Fund under the Bond Indenture, an amount of cash and Defeasance Obligations that will be sufficient (1) in the case of prepayment in whole, to discharge the lien of the Bond Indenture pursuant to Section 801 thereof, and (2) in the case of prepayment in part, to cause any Bonds that will be paid with the prepayment to be no longer Outstanding under the Bond Indenture. If the Corporation has prepaid any Note, as provided above, the Corporation shall not direct the expenditure of any funds from such prepayment in the Bond Fund for any

purpose other than the payment of principal of or premium, if any, or interest on the Bonds to be paid. The Corporation shall instruct the Bond Trustee to give the notice of redemption required by Section 302 of the Bond Indenture if any of the Bonds are to be paid other than at maturity.

**ARTICLE VIII  
[RESERVED]**

**ARTICLE IX  
MISCELLANEOUS**

**Section 9.1 Term of Loan Agreement.** This Loan Agreement shall be effective upon its execution and delivery and, subject to earlier termination upon prepayment in full of the Series 2021 Note and other amounts described in Articles IV, VI and VII, shall expire on the first date upon which the Series 2021 Bonds are no longer Outstanding; provided, however, that the covenants in Sections 4.1(b), 5.3, 5.4 and 5.6 shall continue until the final maturity date of all Bonds or the earlier redemption date on which provision for payment for all Series 2021 Bonds has been made, any covenants relating to a tax-exempt status of the Series 2021 Bonds shall continue until any applicable statute of limitations has expired, and the covenant in Section 4.7 shall continue for six years thereafter.

**Section 9.2 Notices.** Unless otherwise provided herein all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as described in Section 1304 of the Bond Indenture.

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given hereunder by either the Issuer or the Corporation to the other shall also be given to the Bond Trustee, and the Bondholder Representative. The Corporation, the Bond Trustee, the Issuer, the Bondholder Representative may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention they shall be directed.

Any such communication also may be transmitted to the appropriate party by telephone or Electronic Means and shall be deemed given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing sent as specified above.

**Section 9.3 Amendments to Loan Agreement and Note.** Neither this Loan Agreement nor the Series 2021 Note shall be amended or supplemented and no substitution shall be made for any of the Series 2021 Note before payment of the Bonds without the consent of the Bond

Trustee, the Issuer and the Bondholder Representative, given in accordance with and subject to Article XII of the Bond Indenture.

**Section 9.4 Successors and Assigns.** This Loan Agreement shall be binding on, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**Section 9.5 Severability.** If any provision of this Loan Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**Section 9.6 Applicable Law; Entire Understanding.** This Loan Agreement and the Series 2021 Note shall be governed by the applicable laws of the State. This Loan Agreement and the Series 2021 Note (including the applicable provisions of the Bond Indenture, the Master Indenture and the Tax Certificate and Agreement) express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

**Section 9.7 Issuer's Obligations Limited; Immunity of Officers and Employees of Issuer.** Except as otherwise expressly herein provided, no recourse under or upon any obligation or agreement contained in this Loan Agreement or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of the Bond Indenture, shall be had against the Issuer.

Notwithstanding anything in this Loan Agreement to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Bond Trustee or the Corporation as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer, (b) the Issuer shall not be under any obligation hereunder to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed either by the Bond Trustee or the Corporation, and (c) none of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred thereby.

Furthermore, notwithstanding anything herein contained to the contrary, any obligation which the Issuer may incur under this Loan Agreement or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Issuer but shall be a limited obligation payable solely from the revenues and receipts under this Loan Agreement, the Series 2021 Note and the Bond Indenture.

No recourse shall be had for the enforcement of any obligation, promise or agreement of the Issuer contained in the Bond Indenture, this Loan Agreement or in any Bond issued under the Bond Indenture for any claim based thereon or otherwise in respect thereof, against any officer, employee, counsel or agent, as such, in his individual capacity, past, present or future, of

the Issuer or of any successor corporation, either directly or through the Issuer or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assignment or penalty or otherwise; it being expressly agreed and understood that the Bonds, the Bond Indenture and this Loan Agreement are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer, employee, counsel or agent, as such, past, present or future, of the Issuer or of its successor, either directly or through the Issuer or any successor, under or by reason of any of the obligations, promises or agreements entered into between the Issuer and the Corporation whether contained in this Loan Agreement or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such officer, employee, counsel or agent is, by the execution of this Loan Agreement and the Bond Indenture, and as a condition of, and as part of the consideration for, the execution of this Loan Agreement and the Bond Indenture, expressly waived and released.

**Section 9.8 Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, except that to the extent, if any, that this Loan Agreement shall constitute personal property under the Uniform Commercial Code of Florida, no security interest in this Loan Agreement may be created or perfected through the transfer or possession of any counterpart of this Loan Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer and the Corporation have caused this Loan Agreement to be executed in their respective corporate names.

**CITY OF UMATILLA, FLORIDA**

ATTESTED:

By: \_\_\_\_\_  
Acting City Clerk

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

[SEAL]

**COMMUNITY SUPPORTS, INC.**

By: \_\_\_\_\_  
Name: Kenneth H. Schultz  
Title: President and Chief Executive Officer

[Signature Page of the Loan Agreement]

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") dated as of this 1st day of July, 2021, between COMMUNITY SUPPORTS, INC., a not-for-profit corporation (the "Corporation") and CITY OF UMATILLA, FLORIDA (the "Issuer").

WHEREAS, the Issuer has been requested by the Corporation to approve the issuance of its Refunding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2021A in the total principal of \$\_\_\_\_\_ (collectively, the "Bonds") and to loan the proceeds thereof to the Corporation to refinance various capital projects of the Corporation at its senior living facility known as Lakeview Terrace Senior Living (the "2012 Project") pursuant to the terms of a Bond Trust Indenture, dated July 1, 2021 (the "Indenture") to be entered into among the Issuer and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, as a condition to its approval to issue the Bonds and its execution of the Bonds, the Issuer is requiring that the Corporation enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture or the Loan Agreement, both of which are being executed and delivered on the date hereof.

SECTION 2. Indemnity. The Corporation will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and their officers, agents, employees and any person who controls the Issuer within the meaning of the Securities Act of 1933 (the "Indemnified Persons"), harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Indemnified Persons), causes of action, suits, claims, demands, audits, investigations and judgments of any nature arising from the transactions contemplated by this Agreement, the Indenture, the Bonds and the other Financing Instruments including but not limited to:

(a) any injury to or death of any person or damage to property in or upon the 2012 Project or its premises or growing out of or connected with the use, non-use, condition or occupancy of the premises or any other location of the 2012 Project or any part thereof. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Corporation, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(b) violation of any agreement, provision or condition of the Indenture or any of the other Financing Instruments, except by the Issuer;

(c) violation of any contract, agreement or restriction applicable to the Corporation which shall have existed at the commencement of the term of the Indenture or shall have been approved by the Corporation;

(d) violation of any law, ordinance, court order or regulation affecting the 2012 Project, or a part thereof or the ownership, occupancy or use thereof;

(e) any audit or action by the Internal Revenue Service with respect to the tax-exempt status of the Bonds or any other related tax matters; and

(f) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the Tax Certificate and Agreement or similar document furnished by the Corporation which, at the time made, is misleading, untrue or incorrect in any material respect.

Promptly after receipt by an Indemnified Party of notice of any claims or action in respect of which indemnity may be sought against the Corporation pursuant hereto, such party will notify the Corporation in writing (at the notice address provided for by the Indenture) of such action and, subject to the terms hereof, the Corporation shall assume the defense of such claim or action (including the employment of such counsel who shall be satisfactory to the Indemnified Party and the payment of the fees and expense related thereto). The Indemnified Party shall have the right to employ separate counsel in any such claim or action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Corporation unless the Indemnified Party reasonably determines that the employment of such separate counsel is necessary to protect its interests or to raise defenses not available to the Corporation. The Corporation shall not be liable to indemnify any person for any settlement of any such action effected without its consent. The Corporation shall not be required to indemnify the Issuer for any damages, losses, causes of action, lawsuits, or claims which are caused directly and solely by the gross negligence, willful misconduct, or fraudulent acts of the Issuer.

The failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Corporation under this Section 2, if (i) the party seeking indemnification shall not have had knowledge or notice of such claim or action, or (ii) the Corporation's ability to defend such claim or action shall not thereby be materially impaired. In the event, however, that (x) the party seeking indemnification shall not have notified the Corporation promptly of any such claim or action after such party's receipt of notice thereof, and (y) the Corporation's ability to defend or participate in such claim or action is materially impaired by reason of not having received timely notice thereof from the party seeking indemnity, then the Corporation's obligation to so defend and indemnify shall be qualified to the extent (and only to the extent) of such material impairment.

### SECTION 3. Reserved.

SECTION 4. Fees, Costs and Survival of Obligation. The Corporation agrees to indemnify the Indemnified Party for any costs, expenses, and reasonable attorneys' and paralegals' fees and expenses incurred in enforcing this Agreement against the Corporation.



The obligation of the Corporation to indemnify and defend the Issuer hereunder shall be enforceable notwithstanding the invalidity or unenforceability of the Bonds, the Indenture or any documents related thereto. Notwithstanding anything to the contrary contained in this Agreement, the Indenture or the other Financing Instruments (collectively, the "Loan Documents"), Corporation shall not be liable to indemnify Issuer following the payment of all obligations under the Loan Documents in full.

SECTION 5. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Florida.

(b) The Corporation hereby irrevocably and unconditionally submits itself to the exclusive jurisdiction of the United States District Court for the Middle District of Florida and of the Circuit Court of the Fifth Judicial Circuit located in Lake County, Florida, and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court, or Circuit Court or, to the extent permitted by applicable law, such appellate court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Issuer may otherwise have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

(c) The Corporation irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in subsection (b) of this Section and brought in any court referred to in subsection (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 6. Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

SECTION 8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 9. Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank | Signature Page Follows.]

Dated as of the date first written above.

**COMMUNITY SUPPORTS, INC.**

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

Name: Kenneth H. Schultz

Title: President and Chief Executive Officer

[Signature Page to Indemnification and Hold Harmless]

**CITY OF UMATILLA, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Name: Kent Adcock  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Gwen Johns  
Title: Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Kevin Stone  
Title: City Attorney

[Signature Page to Indemnification and Hold Harmless]

## CONDITIONAL NOTICE OF PARTIAL REDEMPTION

### CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2012A AND SERIES 2012B

NOTICE IS HEREBY GIVEN, on behalf of the City of Umatilla, Florida (the "Issuer") at the direction of the Community Supports, Inc., that \$5,525,000 of the Issuer's outstanding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (the "Series 2012A Bonds") and \$5,375,000 of the Issuer's outstanding Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (the "Series 2012B Bonds"), both dated December 6, 2012 (collectively, the "Series 2012 Bonds") have been conditionally called for redemption pursuant to Section 3.01(b)(ii) of the Bond Trust Indenture as set forth below to occur on July 9, 2021 (the "Redemption Date"), conditioned upon the deposit of funds therefor, at the principal amount thereof, with a redemption premium of 1% thereon, plus accrued interest. The CUSIP numbers and principal amounts of the Series 2012 Bonds so called for redemption are set forth below:

#### Series 2012A Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Current Interest Rate</u>	<u>CUSIP Number</u>
July 1, 2022	\$ 85,000.00	5.575%	904179AA6
July 1, 2022	20,000.00	5.590	904179AF5
July 1, 2022	15,000.00	6.590	904179AK4
July 1, 2022	35,000.00	6.400	904179AP3
July 1, 2032	940,000.00	6.655	904179AB4
July 1, 2032	255,000.00	6.780	904179AG3
July 1, 2032	205,000.00	7.960	904179AL2
July 1, 2032	400,000.00	7.580	904179AQ1
July 1, 2042	1,885,000.00	7.585	904179AC2
July 1, 2042	495,000.00	7.800	904179AH1
July 1, 2042	400,000.00	9.040	904179AM0
July 1, 2042	790,000.00	8.560	904179AR9

#### Series 2012B Bonds

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Current Interest Rate</u>	<u>CUSIP Number</u>
July 1, 2042	\$2,835,000.00	5.825%	904179AD0
July 1, 2042	750,000.00	5.840	904179AJ7
July 1, 2042	605,000.00	6.840	904179AN8
July 1, 2042	1,185,000.00	6.650	904179AS7

Payment of the principal amount of the above listed Series 2012 Bonds, and accrued interest, and the 1% premium, will be made (conditioned upon the receipt of funds therefor) on the Redemption Date, through U.S. Bank National Association, as successor to Wells Fargo Bank, National Association, trustee for the Series 2012 Bonds, as follows:

Delivery Instructions:

U.S. Bank  
Corporate Trust  
111 East Fillmore Avenue  
St. Paul, MN 55107  
Phone: (800) 934-6802

Interest on the redeemed Series 2012 Bonds will cease to accrue from and after the Redemption Date.

This Conditional Notice of Partial Redemption may be revoked if sufficient funds are not on deposit with the Trustee on the Redemption Date.

CUSIP numbers are assigned by CUSIP Global Services and are included solely for the convenience of owner of the Series 2012 Bonds. Neither the Issuer nor the Trustee shall have any responsibility with respect to the selection or use of any CUSIP number, nor is any representation made as to the correctness of any CUSIP number, either as printed on any Series 2012 Bond or in this Conditional Notice of Partial Redemption.

**IMPORTANT NOTICE**

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 31% will be withheld if tax identification number is not properly certified.

DATED this 9th day of June, 2021.

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** June 7, 2021

**MEETING DATE:** June 15, 2021

**SUBJECT:** Auditor Selection Committee Recommendation

**ISSUE:** RFP 2021-A Auditing Services

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**BACKGROUND SUMMARY:** A bid opening for RFP 2021-A Auditing Services was held on March 25<sup>th</sup> and 5 responses were received. The auditor selection committee comprised of Mayor Kent Adcock, former Mayor Eric Olson and Michael Stephens of USB met on May 10<sup>th</sup> and again on June 7<sup>th</sup>. The results of their individual reviews were combined and a final recommendation was agreed upon.

The committee recommends the City enter into negotiations to contract for auditing services with the following firms, in rank order:

1. McDirmit Davis LLC
2. James Moore & Co
3. Mauldin & Jenkins

Should negotiations fail with McDirmit Davis LLC, the City would move to the number 2 ranked firm James Moore & Co.

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**STAFF RECOMMENDATIONS:** Accept Auditor Selection Committee Recommendations and proceed with auditor contract negotiations with McDirmit Davis LLC.

**FISCAL IMPACTS:** to be determined (included in budget)

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** June 7, 2021

**MEETING DATE:** June 15, 2021

**SUBJECT:** Engineering Continuing Services Contracts

**ISSUE:** Award Contracts

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**BACKGROUND SUMMARY:** The City of Umatilla currently has continuing services contracts for a variety of engineering services. The current contracts have expired and the staff advertised a Request for Qualifications. City staff held a bid opening on March 25<sup>th</sup> and received 21 respondents. The RFQ committee reviewed the submittal and have recommended the top three engineering firms along with one surveying services firm.

1. GAI Consultants
2. BESH-Halff Engineering
3. Mittauer Engineering
4. Southeastern Surveying (specific service firm)

Specific services will be assigned on an as-need basis for a variety of services that include, but not limited to, civil engineering design, construction management and inspection, subdivision and site plan review, surveying and other related services.

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**STAFF RECOMMENDATIONS:**

**FISCAL IMPACTS:**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A



**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** June 7, 2021

**MEETING DATE:** June 15, 2021

**SUBJECT:** WCA-GFL Sanitation Update

**ISSUE:** WCA was recently purchased by GFL

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**BACKGROUND SUMMARY:** The City of Umatilla currently is contracted with WCA to collect all household waste, yard waste and recycling, in addition to commercial dumpster service.

Skip McCall with GFL will present an update to the merger of the two companies and discuss what that means to our residents and commercial accounts.

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**STAFF RECOMMENDATIONS:**

**FISCAL IMPACTS:**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**CITY OF UMATILLA  
BUDGET CALENDAR  
FISCAL YEAR 2021-2022**

DATE	TASKS
06/01/21	Preliminary estimate of property tax value due from Property Appraiser
06/01/21	Departments begin budget preparation
06/10/21	Finance reviews budgets with departments
06/21/21	City Manager reviews budgets
06/28/21	Certification of Taxable Value by Property Appraiser
07/06/21	Budget workshop with City Council
07/06/21	Budget workshop with CRA Board
07/20/21	City Council sets Proposed Millage Rate and Fire Assessment
08/02/21	Deadline to submit Fire Assessment Roll to Property Appraiser for inclusion on TRIM notice
08/02/21	Statutory deadline to notify Property Appraiser of proposed millage rate and the date, time and place of the first public budget hearing
08/03/21	Budget workshop with City Council
08/16/21	Deadline for Property Appraiser to mail TRIM notices
09/07/21	Public Hearing to adopt tentative budget and millage rates, set final public hearing date, time and place.
09/07/21	Adopt Final Fire Assessment Resolution
09/15/21	Certify Fire Assessment Roll to Tax Collector
09/21/21	CRA Meeting to adopt CRA budget (held prior to Final Public Hearing)
09/21/21	Final Public Hearing to adopt FY 2021 millage rates and budget
09/24/21	Deadline to send adopted Millage Resolution to Property Appraiser, Tax Collector and the Florida Department of Revenue (3 days after final hearing)



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF May 11, 2021 – May 17, 2021

## ARRESTS

5/16/2021	2:23 am	Marcelo Padron Arvizu Umatilla	Driving under the influence.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

5/11/2021	5:13 pm	Officers took a report in which a juvenile was thrown to the ground by a group of other juveniles and repeatedly kicked.
5/11/2021	6:47 pm	Officers took a report of a runaway juvenile who was later recovered by the juveniles parents.
5/12/2021		An investigation into the destruction of the bathrooms at Cadwell Park is ongoing.
5/12/2021	12:22 pm	Officers took a report of the theft of two statues from a residence on North Kentucky Avenue.
5/16/2021	4:14 am	Officers were dispatched to a residence where a disturbance had occurred earlier. The other person involved had left prior to officer's arrival.

## ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	83
TRAFFIC STOPS	12
TRAFFIC CITATIONS ISSUED	1



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF May 18, 2021 – May 24, 2021

## ARRESTS

5/22/2021	10:20 pm	Misael Carlos Antonio Hernandez Tennessee	Driving without a driver's license.
5/23/2021	1:04 pm	Neil Reinhard homeless	Warrant for resisting an officer without violence and possession of narcotic equipment.

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

5/18/2021	9:04 am	Officers responded to the Circle K at CR42 and SR19 in reference to a civil complaint.
5/18/2021	12:56 pm	Officers responded to a call of a person performing sexual acts in the windows of the apartments above 80 N Central Avenue. This is an ongoing investigation.
5/18/2021	8:48 pm	Officers were flagged down and took a report of a lost/stolen cell phone from the Circle K on North Central Avenue.
5/19/2021	9:22 am	Officers took a report of broken windows at the Jerusalem Worship Center on Orange Lane.
5/19/2021	3:51 pm	Officers responded to a theft report at the Dollar General on SR19. The suspect had left the premises prior to officer's arrival.
5/20/2021	5:52 pm	Officers responded to a theft call at Food Mart.
5/21/2021	8:00 pm	Officers took a report of harassing phone calls and texts from a residence on Cayman Circle.
5/22/2021	3:24 pm	Officers assisted Lake County Sheriff's Department with a DUI.
5/23/2021	1:04 pm	Officers issued two trespass warnings from the Dollar General Store on SR19 on the south end of the city.



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF May 18, 2021 – May 24, 2021

## ARRESTS

5/24/2021	3:58 pm	Officers took a report when a juvenile deliberately flooded the restrooms at Cadwell Park. Charges will be filed with the State Attorney's Office.
5/24/2021	4:34 pm	Officers are investigating the theft of ear buds and money from a juveniles backpack outside the library.
5/24/2021	7:50 Pm	Officers took a report of burglary and theft from First Baptist Church.

## ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	105
TRAFFIC STOPS	6
TRAFFIC CITATIONS ISSUED	0



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF May 25, 2021 – May 31, 2021

## ARRESTS

5/30/2021	6:57 pm	Jesus Miranda Padilla Umatilla	Booked into LCSO on charges of Aggravated battery on a pregnant person Possession of methamphetamine Possession of drug paraphernalia

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

5/31/2021	8:57 pm	Andrea Zamora Umatilla	Driving on a suspended driver's license knowingly.
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## REPORTS FILED

5/25/2021	6:33 pm	Officers responded to a disturbance on Lakeside Avenue. Parties agreed to separate for the evening.	
5/25/2021	7:08 pm	Officers took a report of a scam which involved the victim purchasing Goggle Play cards and sharing the card numbers. The victim lost approximately \$400.00.	
5/26/2021	3:47 pm	Officers took a report from the Dollar General in Altoona of theft of a wallet.	
5/27/2021	4:00 am	Officers located a person pushing a shopping cart down the street. They were instructed to return the shopping cart to the store and their information was taken for prosecution of theft of the cart.	
5/7/2021	12:46 pm	Officers responded to the First Baptist Church in reference to a person in the parking lot threatening an employee.	
5/27/2021	2:53 Pm	Officers transported a person to Lifestreams Behavior Center under a Baker Act.	
5/28/2021	8:13 pm	Officers took a report of destruction and criminal mischief to the restrooms at Cadwell Park.	

## ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	101
TRAFFIC STOPS	13
TRAFFIC CITATIONS ISSUED	1



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF June 1, 2021 – June 7, 2021

## ARRESTS

<b>6/3/2021</b>	<b>1:46 am</b>	<b>Kendall Mabry Altoona</b>	Booked into Lake County Jail on a charge of disorderly intoxication.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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## REPORTS FILED

<b>6/1/2021</b>	<b>12:46 pm</b>	<b>Officers responded to a domestic disturbance on Ogden Avenue. One party left the residence to deescalate the situation.</b>	
<b>6/4/2021</b>	<b>2:47 pm</b>	<b>Officers filed an information report in reference to a person refusing to return a dog.</b>	
<b>6/5/2021</b>	<b>4:42 pm</b>	<b>Officers assisted DCF with an investigation.</b>	
<b>6/5/2021</b>	<b>11:23 pm</b>	<b>Officers trespassed two people from the Umatilla Laundromat.</b>	
<b>6/6/2021</b>	<b>5:00 pm</b>	<b>Officers took a report of a stolen vehicle from a residence on Wafford Street.</b>	
<b>6/6/2021</b>	<b>8:41 pm</b>	<b>Officers responded to a domestic disturbance on Ivy Street. One person willingly left the residence. Officers returned to the residence at 10:29 pm to another disturbance and the same person left the residence for the night.</b>	
<b>6/7/2021</b>	<b>8:19 pm</b>	<b>Officers took a person to Lifestreams Behavioral Center under the Baker Act.</b>	

## ACTIVITY BREAKDOWN

<b>ARRESTS</b>	<b>1</b>
<b>DISPATCHED CALLS</b>	<b>79</b>
<b>TRAFFIC STOPS</b>	<b>17</b>
<b>TRAFFIC CITATIONS ISSUED</b>	<b>1</b>

*Umatilla Fire Department Activity Report*



*Figure 1 Fire Department Logo*

# CITY OF UMATILLA FIRE DEPARTMENT

*“Nature’s Hometown”*

**Report for:** 05/10/2021 to 6/09/2021

Medical Calls: **56**

Total Calls: **93**

<b>Fire/Accident/Other</b>		<b>County</b>	
Fire	6	Automatic Aid Given	23
MVA	5	Automatic Aid Received	2
Public Assistance	3		
Automatic Fire Alarm	3		
Mutual Aid	0		
Fly Outs	1		
Technical Rescue	0		
Average Response Time	6 minutes		

## **Meetings and Activities**

Plans review/ site inspections completed

Training

**A Note from the Fire Chief:**

All is well within the department.

**Shane Lanoue**

**Fire Chief**



**CODE ENFORCEMENT REPORT  
THROUGH MARCH 9, 2021**

Column1	Column2	Column3	Column4	Column5	Column6	Column7
CASE	ALT KEY	ADDRESS	PROPERTY OWNER	DATE	VIOLATION	STATUS
16-00015	1501482	410 N ORANGE AVE	THOMPSON PATRICIA T TRUSTEE *		IN COMPLIANCE WITH ORDER AS OF 5/27/2018 FINE DUE \$10,992.90	Fine Certified on 6/21/2017; COF \$ 25/day starting 3/17/17
17-00007	1500168	546 GUERRANT ST	VAZQUEZ, STEVEN	*	property was abated, fine stopped on August 1, 2018 TOTAL FINE DUE \$20,508.33 (375 DAYS @ \$50/DAY + ABATEMENT AND ADMIN FEES)	Fine certified on 8/16/2017 COF \$50/day starting 7/22/17
18-00015	1499429	128 CASSADY ST	KLUGERMAN		1/23/2018 Trash, fence, grass, junk	
17-00139	1130662	195 BULLDOG LN	BETTY J ATKINSON	*	8/9/2017 Went to Cert. of Fine. Still accruing daily fine of \$50.00 per day. Fine as of July 24, 2019 fine is \$24,557.34	
18-00048	1499429	128 CASSADY ST	KEVIN KLUGERMAN		3/7/2018 SPECIAL MASTER GRANTED 90 DAYS FOR COMPLIANCE (REINSPECTION 1 MAY, 2019) \$50/DAY IF NOT IN COMPLIANCE	
18-00219	2925779	208 LORI COURT	BETTY J ATKINSON	*	11/13/2018 SPECIAL MASTER GRANTED 30 DAYS FOR COMPLIANCE (REINSPECTION MARCH 4, 2019) \$50/DAY IF NOT IN COMPLIANCE (10,500 as of 9/30/2019)	
19-00044	1806470	41 N OAK AVE	TRUDY/THERESSA FOSTER		4/2/2019 ABANDONED VEHICLES - RV AND SUV	
20-00050	1130662	195 BULLDOG LN	JOSE A OLIVENCIA/BETTY J ATKINSON		5/19/2020 additional violations regarding continued deterioration of the property.	
20-00076	1130867	235 N CENTRAL AVE	DOERFLER MANUFACTURING INC		6/19/2020 WASHOUT OF SAND FROM PROPERTY INTO STORM DRAIN SYSTEM. Partial compliance, grave filled the washed out areas. Drains	
20-00120	1130964	55 N CENTRAL AVE	MARTIN AND SUGE STUCK		9/23/2020 BOLLARDS INSTALLED VIOLATE ELECTRICAL CODE FOR CLEAR WORKSPACE	
20-00122	1185394	685 GUERRANT ST	WAYNE HIRST		10/7/2020 COMPLAINT REFERENCE ABANDONED APPEARANCE	
21-00018	1499615	751 S CENTRAL AVE	K9 TRAINING		4/5/2021 ILLEGAL BUSINESS-KENNEL- NOT APPROVED BY CITY COUNCIL. DOES NOT MEET MINIMUM SITE REGULATIONS FOR A KENNEL. USING LARKIN PARK TO TRAIN DOGS.	
21-00019	1131006	40 S CENTRAL	MONAGHAN		4/15/2021 ELECTRICIAN DID AN EMERGENCY PANEL REPLACEMENT. HE TOLD THE PROPERTY OWNER A PERMIT MUST BE PULLED. OWNER REFUSED.	
21-00020	1122422	911 N CENTRAL AVE	NATIONWIDE UMATILLA PLAZA LLC		4/15/2021 UNSAFE CONDITIONS, LARGE HOLES WHERE BOLLARDS USED TO BE	
21-00023	3257731	29 BONAIRE	ALLEN THEISEN		4/29/2021 OUTDOOR STORAGE- PILES OF PAINT CANS, ALSO YARD TRASH	
21-00024	3452925	12BONAIRE	LYNDA OR CLYDE BERRY		4/29/2021 6 UNLICENSED OR INOPERABLE VEHICLES ON PROPERTY IN PUBLIC VIEW	
21-00025	3242785	14 BONAIRE	JENNIFER CONKLIN		4/29/2021 GRASS OVERGROWN	
21-00026	3257421	8 BONAIRE	JOHN D BARKER LIFE ESTATE		4/29/2021 TRASH, DEBRIS AND PERSONAL PROPERTY STREWN ABOUT FRONT YARD AND CARPORT, DISABLED VEHICLE ON JACKS WITHIN PUBLIC VIEW	
21-00028	3269454	39 CAYMAN	SHANNON RICHTER		4/29/2021 UNLICENSED VEHICLE ON PROPERTY	
21-00029	3551044	43 CAYMAN CIR	TANYA FAIRBURN		4/29/2021 5 UNLICENSED OR INOPERABLE VEHICLES ON PROPERTY IN PUBLIC VIEW	
21-00030	2947039	40 BONAIRE	DAISY CHURCH		4/29/2021 RIGHT OF WAY OVERGROWN. SPOKE TO HER ON PHONE. SHE WAS LETTING WILDFLOWERS SEED. SHE IS OUT OF STATE BUT WILL HAVE IT TAKEN CARE OF.	
21-00031	3622014	453 PEARL ST	MISTY ADKINS		4/29/2021 CHICKEN COOP NOT PERMITTED - SPOKE TO HER ON PHONE AND EMAILED ORDINANCE AND APPLICATION	
21-00032	2704578	90 WINTHROP AVE	LOVEDAY REVOCABLE TRUST		5/4/2021 COMPLAINT - PROPERTY UNMAINTAINED. UNLICENSED VEHICLE ON PROPERTY, TENANT BELIEVED TO HAVE BEEN EVICTED, LEAVING PROPERTY A MESS.	
21-00033	1406994	555 GOLDEN GEM DRIVE	DENNIS & CLAUDIA ALMAND		5/10/2021 NEW FENCE AND SHED WITHOUT PERMIT - SPOKE WITH OWNER, HE WILL HAVE IT PERMITTED RIGHT AWAY, HE WAS UNAWARE PERMIT WAS NEEDED.	
21-00034	1406765	245 EAST LAKE ST	ANTONIO & JOSEFINA PADILLA		5/10/2021 DISABLED VEHICLES AND JUNK ON PROPERTY WITHIN PUBLIC VIEW.	
21-00035	1770068	740 DAPHNE AVE	MARIE WILLIS ESTATE		REFERRED TO LAKE AND SUMTER EMERGENCY RECOVERY INC DUE TO HER INABILITY TO PAY FOR THE TREE TO COME DOWN, DAMAGED IN TORNADO 2017	
21-00036	1128820	610 N CENTRAL AVE	DELA EDEN PROPERTIES LLC		6/9/2021 GRASS OVERGROWN, UNSAFE CONDITIONS-SIDING COMPONENTS HANGING OFF SOUTH SIDE OF BUILDING	

COMPLETE - FINE DUE  
 CURRENTLY ACCRUING DAILY FINES  
 COMPLETED - CASE CLOSED  
 CERTIFICATION OF FINE PENDING  
 WENT TO SPECIAL MASTER 5.14.2021  
 PARTIAL COMPLIANCE - MONITOR FOR FOLLOW THROUGH  
 REFERRING TO BUILDING OFFICIAL