



Manatee County, Florida

March 5, 2018

Bank of America 
Merrill Lynch

Summary of Terms and Conditions

Submission date: February 26, 2018 (updated March 5, 2018)

Parties to the Transaction

Borrower: Manatee County, Florida (the "Borrower" or the "Issuer")

Lender: **Bank of America, N.A.** or any other subsidiary of Bank of America Corporation ("BANA" or the "Bank").

The Facility

Facility: Renewal of \$36,000,000 Revenue Improvement Note Series 2016.

Facility Amount: \$36,000,000

Security: To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Use of Proceeds: To remain as provided for under the existing documentation for the \$36,000,000 Revenue Improvement Note Series 2016.

Draws: To remain as provided for under the existing documentation for the \$36,000,000 Revenue Improvement Note Series 2016.

Optional Prepayments and Commitment Reductions:

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Interest Rates:

Interest Rate: Each advance under the Facility will bear interest at a rate equal to 79% of the 30 day LIBOR plus the Applicable Margin. In no event shall the LIBOR rate be less than 0. The definition of Libor will remain as provided for under the current documentation.

The Applicable Margin shall be 38 basis points. The Applicable Margin assumes a minimum amount of \$23,400,000 is funded under the line of credit within 120 days of the renewal date and such amount shall remain outstanding until the credit facility is paid in full or the commitment terminated. In the event the minimum draw is not met and outstanding thru expiration of the credit facility, the Bank shall charge an unused fee equal to 25 basis points which shall be applied to the average unfunded commitment on a quarterly basis.

The above interest rate assumes that this is a non-bank qualified tax exempt obligation and is subject to a legal opinion acceptable to the Bank and its

counsel.

**Repayment Terms/
Maturity Date:**

Interest shall be payable monthly with all outstanding principal and accrued interest due at closing. The line of credit shall mature on October 13, 2019. Interest shall be calculated on a actual/360 day count basis.

**Determination of
Taxability:**

Upon a Determination of Taxability with respect to the Facility, the Facility will bear interest from the date that taxability commences at a rate equal to the product of the tax-exempt rate of interest otherwise in effect and the Taxable Rate Factor (currently 1.265).

Determination of Taxability will only include circumstances resulting from the action or inaction of the Issuer (e.g., will not include changes to the Internal Revenue Code).

The Taxable Rate Factor is the amount by which the tax-exempt rate must be multiplied to achieve the equivalent taxable rate given the highest marginal federal corporate tax rate, currently 21%. The Taxable Rate Factor is subject to change should the highest marginal federal corporate tax rate change.

The Borrower is also responsible for payment of any interest, penalties or charges owed by the Lender as a result of interest on the Facility that accrues from becoming includable in the gross income of the Lender, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender in connection therewith.

A change in the interest rate due to this provision will NOT trigger an exception for the prepayment penalty provision.

Default Rate:

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Other Fees and Expenses, Other Standard Provisions

Bank Counsel:

Fixed at \$4,500 plus disbursements

Timing of Payments:

All fees are non-refundable and are payable at closing in immediately available funds.

Indemnification:

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016

**Assignment and
Participations:**

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

**Waivers /
Amendments:**

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Choice of Law / Jury Trial / Venue

Governing Law:

To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note, Series 2016.

Jury Trial: To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Venue: To remain as provided for under existing documentation for \$36,000,000 Revenue Improvement Note Series 2016.

Description of the Basic Documentary Terms and Conditions

Documentation: Documentation will include, but not be limited to, the terms and conditions outlined herein, as well as provisions that are customary and standard with respect to conditions precedent, representations and warranties, covenants, events of default and remedies.

Conditions Precedent To Closing:

The closing and the initial extension of credit under the Facility will be subject to satisfaction of the conditions precedent deemed appropriate by the Lender including, but not limited to:

The negotiation, execution and delivery of definitive documentation (including, without limitation, satisfactory legal opinions and other customary closing documents) for the Facility satisfactory to the Lender.

There shall not have occurred any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a Material Adverse Effect. "Material Adverse Effect" means (A) a material adverse change in, or a material adverse effect on, the operations, business, assets, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower and any of their respective subsidiaries, taken as a whole; (B) a material impairment of the rights and remedies of the Lender under any loan documentation, or of the ability of the Borrower to perform its obligations under any loan documentation to which it is a party; or (C) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any loan documentation to which it is a party, in each case as determined in the sole discretion of the Lender.

Certified copies of relevant ordinances, resolutions, agreements, contracts, certificates, etc. as requested by the Lender or its counsel.

Other conditions precedent as are customary for a financing of the type contemplated, including payment of fees at closing.

Representations and Warranties:

To remain as provided for in documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.

Covenants: To remain as provided for in documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.

Financial Covenants: To remain as provided for in current documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.

Reporting Requirements:	To remain as provided for in current documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.
Events of Default:	To remain as provided for in current documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.
Remedies:	To remain as provided for in current documentation for existing \$36,000,000 Revenue Improvement Note Series 2016.

Contacts

Bank of America, N.A. (BANA):

Name: Holly Kuhlman
Title: Senior Vice President

Address: 9128 Strada Place, Suite 10110
Naples, Florida 34103

Telephone: (239) 598-8805
email: Holly.kuhlman@baml.com

Bank Counsel:

Bank Counsel: Mark Raymond
Address: 4360 Northlake Blvd, Suite 204
Palm Beach Gardens, Florida 33418
Telephone: (561) 775-8440
email: Mark.raymond@mraymondlaw.com

Proposed Terms and Conditions Subject to Certain Events

This Summary of Terms is intended only as an outline of certain of the material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documentation for the Facility contemplated hereby. It represents a willingness on the part of BANA to seek renew and increase the existing credit facility as provided for herein and consummate a transaction based upon the terms and conditions outlined in this term sheet and is subject to:

Absence of any material adverse change in the financial condition, operations or prospects of the Borrower, or in any law, rule or regulation (or their interpretation or administration), that, in each case, may adversely affect the consummation of the transaction, to be determined in the sole discretion of BANA,

Such additional due diligence as the Lender may require, and

Agreement as to all final terms and conditions and satisfactory documentation thereof (including satisfactory legal opinions).

Credit Process: The renewal of the credit facility has been approved.

Expiration: Consideration of a financing based on the terms and conditions presented in this term sheet shall automatically on April 13, 2018

Future Modifications: The terms, conditions, pricing levels and fees (including legal fees and expenses) cited herein reference the financing and the Facility Amount as described in this Summary of Terms and Conditions and are subject to revision in the event that (i) the Facility Amount changes, (ii) the security or transaction structure is modified, or (iii) the proposed financing does not close by April 13, 2018.

No Advisory or Fiduciary Role

In submitting this proposal, we are not undertaking to act as a “municipal advisor” to you or any other person within the meaning of Section 15B of the Securities Exchange Act of 1934 and the Rules. In connection with this proposal and the transactions described herein, we are not acting as a financial advisor or municipal advisor to you or any other person, and are not subject to any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors in connection with your evaluation of this proposal and the transactions described herein.

The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Summary of Terms and Conditions is an arm’s length, commercial transaction between the Issuer and the Bank in which the Bank is acting solely as a principal and for its own interest; (ii) the Bank is not acting as a municipal advisor or financial advisor to the Issuer; (iii) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Bank has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Summary of Terms and Conditions; and (v) the Bank is not recommending that the District take an action with respect to the transaction contemplated by this Summary of Terms and Conditions, and before taking any action with respect to the contemplated transaction, Issuer should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to Issuer, Issuer is free to engage a municipal advisor to serve in that capacity. This Summary of Terms and Conditions is provided to Issuer pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*