

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE ISSUANCE OF ITS NOT TO EXCEED \$90,000,000 REVENUE AND REVENUE REFUNDING BONDS (JOHN KNOX VILLAGE PROJECT) (THE "SERIES 2020 BONDS") TO BE ISSUED IN ONE OR MORE TAX-EXEMPT SERIES, THE PROCEEDS OF WHICH WILL BE LOANED TO JOHN KNOX VILLAGE OF FLORIDA INC. AND APPLIED FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF THE CITY AND REFINANCING ALL OR A PORTION OF A LINE OF CREDIT OF THE BORROWER, BOTH OF WHICH FINANCED AND REFINANCED COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS TO THE SENIOR LIVING AND HEALTHCARE FACILITIES OF THE BORROWER LOCATED WITHIN THE CITY AND FINANCING (INCLUDING THROUGH REIMBURSEMENT) AND REFINANCING THE COSTS OF THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS TO THE SENIOR LIVING AND HEALTHCARE FACILITIES OF THE BORROWER LOCATED WITHIN THE CITY; FUNDING ANY NECESSARY RESERVES, FUNDING CAPITALIZED INTEREST, IF DESIRABLE, AND PAYING ALL OR A PORTION OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2020 BONDS; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH SERIES 2020 BONDS; APPROVING THE USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE MARKETING AND SALE OF THE SERIES 2020 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE TO SECURE THE SERIES 2020 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY AND THE BORROWER; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2020 BONDS; APPOINTING U.S.

**BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE
SERIES 2020 BONDS; MAKING CERTAIN FINDINGS IN
CONNECTION WITH THE ISSUANCE OF THE SERIES 2020
BONDS; PROVIDING FOR OTHER MATTERS AND
GENERAL AUTHORIZATIONS IN CONNECTION WITH
THE FOREGOING; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO
BEACH, FLORIDA:**

SECTION 1. AUTHORITY FOR THE RESOLUTION. This resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes and Part II, Chapter 159, Florida Statutes, the City Charter of the City of Pompano Beach, Florida (the "City") and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City Commission of the City (the "City Commission") hereby finds, determines and declares as follows:

(A) The City is a duly organized and validly existing municipal corporation of the State of Florida (the "State") and a "local agency" within the meaning of Section 159.27(4), Florida Statutes. As such, the City is duly authorized and empowered by the Act to provide for the issuance of and to issue and sell its revenue bonds, for the purpose of financing, refinancing or reimbursing all or any part of the "cost" of "projects," including "health care facilities," as such terms are defined in Section 159.27(5), Florida Statutes or otherwise permitted by the Act, and to loan the proceeds of such bonds to qualified borrowers, such loans to be payable solely from revenues and receipts derived from the operation of "projects," as defined in Section 159.27(5), Florida Statutes or otherwise permitted by the Act, or other payments received under financing agreements with

respect thereto, and secured by a pledge of said revenues and from such other sources as may be approved by the City.

(B) John Knox Village of Florida, Inc. (the "Borrower") desires to take advantage of low rates of interest available through the use of tax-exempt revenue bonds, and in connection therewith has requested that the City issue its Revenue and Revenue Refunding Bonds (John Knox Village Project), Series 2020 (the "Series 2020 Bonds") in the aggregate principal amount of not to exceed \$90,000,000, in one or more tax-exempt series, and loan the proceeds thereof to the Borrower for the purposes of:

(i) Refunding all or a portion of the City's Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010 (the "2010 Bonds") that are outstanding as of the date of issuance of the Series 2020 Bonds and refinancing all or a portion of a line of credit the Borrower has outstanding that was issued by Northern Trust Company (the "Line"), the proceeds of which 2010 Bonds and Line financed and refinanced various capital improvements for or to the Facilities (as defined herein).

(ii) Financing, or reimbursing the Borrower for, the cost of certain capital improvements for or to the Facilities, including, without limitation, a new community pavilion and related amenities, dining facilities and other improvements (the capital improvements for or to the Facilities that are financed (including through reimbursement) or refinanced by the Series 2020 Bonds being referred to collectively as the "Project").

(iii) Funding any necessary reserves.

(iv) Funding capitalized interest, if desirable, as more fully described herein.

(v) Paying costs associated with the issuance of the Series 2020 Bonds.

(C) The Borrower has indicated to the City and will represent in the Loan Agreement (as defined herein) that the portion of the Project heretofore acquired, constructed, renovated and equipped and currently operated by the Borrower (the "Existing Project") does, and the portion of the Project to be acquired, constructed, renovated and equipped and to be operated by the Borrower (the "New Project") will, provide gainful employment to the residents of the City, improve living conditions and health care for seniors in the City, foster economic growth and development and the business development of the City, and serve other public purposes as set forth in the Act and that any private benefit that may accrue therefrom is incidental to such purposes. The Borrower has also indicated to the City and will represent in the Loan Agreement that the Existing Project does, and the New Project will, further the paramount public purposes of the Act, and it will most effectively serve the purposes of the Act for the City to finance (including through reimbursement) and refinance the costs of the Project and to issue and sell the Series 2020 Bonds for such purposes and for the other purposes as described herein and as provided in the Bond Indenture (as defined herein) and the Loan Agreement, which shall contain such provisions as are necessary or convenient to effectuate the purposes of the Act.

(D) The Borrower owns and operates a senior living and healthcare facility at 651 SW 6th Street, Pompano Beach, Florida 33060 within the City (the "Facilities"). The Borrower has indicated to the City and will represent in the Loan Agreement that Broward County, Florida and the City, as applicable, are reasonably expected to be able to cope satisfactorily with the impact of the Project and are able to provide or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstance resulting therefrom.

(E) The availability of tax-exempt revenue bond financing, as authorized by the Act, was an important inducement to the Borrower to proceed with the financing (including through reimbursement) and refinancing of the costs of the Project and for the other purposes described herein.

(F) Adequate provision will be made in the Loan Agreement for a loan by the City to the Borrower to finance (including through reimbursement) and refinance the costs of the Project, including by refunding the 2010 Bonds that are outstanding as of the date of issuance of the Series 2020 Bonds and refinancing all or a portion of the Line at the expense of the Borrower and for the repayment by the Borrower of the loan in installments sufficient to pay the principal of, premium, if any, and the interest on the Series 2020 Bonds, when due, and all costs and expenses relating thereto in the amounts and at the times required and the Borrower is financially responsible and capable of meeting its obligations under such documents. In making these determinations, the City is relying on the representations of the Borrower and on the Borrower's representation that the Series 2020 Bonds will be assigned an investment grade rating, which investment grade rating will be assigned by Fitch Ratings, Inc. to the Series 2020 Bonds prior to the issuance thereof. The Loan Agreement will make adequate provisions for the operation, maintenance and repair of the Project at the sole cost and expense of the Borrower.

(G) The City is not obligated to pay the Series 2020 Bonds except from the revenues derived from the repayment of the loan to the Borrower, or from the other security pledged thereof in the Bond Indenture, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision or agency thereof is pledged to the payments of the principal of, premium, if any, or the interest on the Series 2020 Bonds.

(H) The City and the Borrower, upon the conditions set forth in this Resolution and the Loan Agreement having been met, will concurrently with or prior to the issuance of the Series 2020 Bonds, execute the documentation required for the financing (including through reimbursement) and refinancing of the costs of the Project, including by refunding the 2010 Bonds and refinancing, all or a portion of amounts outstanding under the Line as contemplated hereby. In connection therewith, pursuant to the Loan Agreement the Borrower will covenant and agree, on behalf of itself and the other Members of the Obligated Group (as such capitalized terms are defined in the hereinafter Master Indenture) to pay to the Bond Trustee (as hereinafter defined) the amounts needed to pay the principal of, redemption premium, if any, and interest on the Series 2020 Bonds when due and observe the other covenants and agreements and make the other payments set forth therein. The obligations of the Borrower under the Loan Agreement and with respect to the Series 2020 Bonds will be further evidenced and secured by the issuance to the Bond Trustee of a master obligation pursuant to the terms of that certain Amended and Restated Master Trust Indenture (the "Master Indenture") dated as of December 1, 2010, as amended, between the Borrower and U.S. Bank National Association, as master trustee, as supplemented in connection with such obligation. In addition, the rights of the City under the Loan Agreement, other than certain reserved rights, will be assigned to the Bond Trustee.

(I) The costs of financing (including through reimbursement) and refinancing the costs of the Project will be paid from the proceeds of the Series 2020 Bonds and other available revenues of the Borrower in accordance with the terms of the Bond Indenture and the Loan Agreement. The Borrower has represented to the City and will represent in the Loan Agreement that costs of the Project constitute "costs" of a "project," including "health care facilities," within the meaning of the Act, including Section 159.27(5), Florida Statutes.

(J) As a condition to the issuance of the Series 2020 Bonds, the City and the Borrower have previously entered into an agreement relating to matters preliminary to the issuance of the Series 2020 Bonds (the "Preliminary Agreement"). The Preliminary Agreement remains in full force and effect.

(K) In order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, (the "Code"), a telephonic public hearing was held on August 13, 2020 (the "Hearing") on the proposed issuance of the Series 2020 Bonds by the City's hearing officer for the purposes stated in the hereinafter defined Notice, which date was more than 7 days following the posting of the notice of such public hearing (the "Notice") on the City's website, which public hearing was conducted in a manner that provided a reasonable opportunity for person with differing views to be heard, both orally and in writing, on the issuance of the Series 2020 Bonds and the nature and location of the Project. A transcript of the Hearing has been prepared by bond counsel to the Borrower and provided to the City's hearing officer. An affidavit of publication of the Notice is attached hereto as Exhibit E.

SECTION 3. AUTHORIZATION OF THE SERIES 2020 BONDS AND FINANCING (INCLUDING THROUGH REIMBURSEMENT) AND REFINANCING OF COSTS OF THE PROJECT.

(A) The City hereby authorizes the issuance of revenue bonds to be designed "City of Pompano Beach, Florida Revenue and Revenue Refunding Bonds (John Knox Village Project), Series 2020" in the aggregate principal amount of not exceeding \$90,000,000 in one or more tax-exempt series, the proceeds of which will be loaned to the Borrower for the purposes of:

(i) Refunding all or a portion of the 2010 Bonds that are outstanding as of the date of issuance of the Series 2020 Bonds and refinancing all or a portion of the Line, the proceeds

of which 2010 Bonds and Line financed and refinanced various capital improvements for or to the Facilities.

(ii) Financing, or reimbursing the Borrower for, the cost of certain capital improvements for or to the Facilities, including, without limitation, a new community pavilion and related amenities, dining facilities and other improvements.

(iii) Funding any necessary reserves.

(iv) Funding capitalized interest, if desirable, as more fully described herein.

(v) Paying costs associated with the issuance of the Series 2020 Bonds.

The Series 2020 Bonds will be issued on parity with obligations secured by notes heretofore and hereafter issued and outstanding under the Master Trust Indenture, as amended and supplemented from time to time, including the Series 2015 Bonds and the Line (to the extent the Line remains outstanding upon the issuance of the Series 2020 Bonds).

To the extent less than \$90,000,000 aggregate principal amount of Series 2020 Bonds are issued, the authorization for the issuance of the Series 2020 Bonds in excess of the issued aggregate principal amount shall be cancelled. The amount of any capitalized interest financed with the proceeds of the Series 2020 Bonds shall not exceed three years of interest payments on the Series 2020 Bonds.

(B) The Series 2020 Bonds shall be dated the date of delivery; shall have such terms and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law; shall be payable in such manner and on such dates not exceeding the latest date permitted by law; shall mature in such installments and amounts; shall be payable in such place or places and may be issued in certificated form or book-entry-form, all as provided by the Bond Indenture and the Purchase Contract (hereinafter defined).

(C) The Hearing having occurred and a transcript thereof having been provided as described herein, the issuance of the Series 2020 Bonds and the financing (including through reimbursement) and refinancing of the Project is hereby approved for purposes of Section 147(f) of the Code.

(D) The City hereby authorizes the Borrower to send or cause to be sent the notice of redemption or prepayment regarding the Series 2010 Bonds to be given to PNC Bank as the holder of the Series 2010 Bonds within the time frame and as required by the applicable documents.

SECTION 4. DELEGATED NEGOTIATED SALE OF THE SERIES 2020 BONDS.

The City hereby find and determines that the sale of the Series 2020 Bonds to the Original Purchaser (as defined below) on the basis of a negotiated sale rather than a public sale by competitive bid, pursuant to the terms and provisions of a Bond Purchase Agreement to be approved in accordance with Section 9 hereof (the "Purchase Contract"), is in the best interest of the City and the Borrower for the following reasons which the Borrower has indicated to the City and represent:

(i) Bonds issued by public bodies for the benefit of not-for-profit corporations ("Private Activity Bonds") generally involve specialized situations and transactions which need detailed analysis, structuring and explanation throughout the course of the issue by sophisticated financial advisors, underwriters, investment bankers and similar parties, such as the underwriter or underwriters named in the Purchase Contract (the "Original Purchaser"), experienced in the structuring of issues of Private Activity Bonds, much of which would not generally be available on a timely basis if the Series 2020 Bonds were issued pursuant to a public competitive sale.

(ii) Private Activity Bond issues similar to the Series 2020 Bonds generally involve a rather detailed and often complicated explanation to potential investors of the structure

of the issue, the nature of the underlying corporation and the impact upon each of the foregoing of Federal State regulations, including Medicare and Medicaid practices and procedures. The assistance of an underwriter or underwriters in preparing necessary offering memoranda, official statements and related information is extremely desirable from the standpoint of the corporation involved in the issue and from the standpoint of the public body issuing the Private Activity Bonds in insuring full and accurate disclosure of all relevant information.

(iii) For the foregoing and related reasons, most of the Private Activity Bonds heretofore issued throughout the United States have involved participation throughout the structuring and offering process of underwriters or financial institutions who have purchased or arranged for the purchase of the Private Activity Bonds through a negotiated sale rather than through a public sale by competitive bid; accordingly the market may well be more receptive to an issue of Private Activity Bonds sold on a negotiated basis than to one sold by competitive public sale.

(iv) Finally, the market for Private Activity Bonds such as the Series 2020 Bonds is currently in an extremely volatile state, making the presence of the Original Purchaser, who has participated throughout in structuring the issuance of the Series 2020 Bonds, extremely desirable in attempting to obtain the most attractive financing for the City and the Borrower.

A delegated negotiated sale for the Series 2020 Bonds to the Original Purchaser in accordance with the terms hereof and of the Purchase Contract is hereby in all respects authorized subject to:

- (i) A final maturity of the Series 2020 Bonds not later than September 30, 2060.
- (ii) A true interest cost on the Series 2020 Bonds not in excess of **6.0%**.

(iii) In accordance with Section 218.385, Florida Statutes, the underwriter or underwriters comprising the Original Purchaser must submit to the City a disclosure statement and truth-in-bonding statements setting forth the information required by said Section 218.385, Florida Statutes, said statements to be attached to the Purchase Contract or incorporated therein by reference.

(iv) The Series 2020 Bonds shall have an investment grade rating from Fitch Ratings, Inc.

SECTION 5. REDEMPTION OF SERIES 2020 BONDS. The Series 2020 Bonds shall be subject to redemption prior to maturity in the manner, to the extent, in the amounts, and at the times set forth in the Purchase Contract and the Bond Indenture.

SECTION 6. APPOINTMENT OF BOND TRUSTEE; PAYMENT OF THE SERIES 2020 BONDS. The Series 2020 Bonds shall be payable as to principal and interest in lawful money of the United States of America at the designated corporate trust office of U.S. Bank National Association, Fort Lauderdale, Florida as bond trustee (the "Bond Trustee") under the Bond Indenture related to the Series 2020 Bonds, to be dated as of the first day of the calendar month and year in which the Series 2020 Bonds are issued (the "Bond Indenture"), between the City and the Bond Trustee, and to be executed and delivered pursuant to Section 7 hereof.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE BOND INDENTURE AND THE SERIES 2020 BONDS.

(A) In order to provide for the security of the Series 2020 Bonds and to express the contact between the City and the holders of the Series 2020 Bonds, there shall be executed on behalf of the City the Bond Indenture with the Bond Trustee. The Bond Indenture, substantially in the form attached hereto as Exhibit A, with such changes, corrections, insertions and deletions as may be

approved by the City Manager, Mayor, Vice-Mayor of the City or the Finance Director (each, an "Authorized Officer"), such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized; provided, that prior to the execution thereof there shall be incorporated therein the terms and provisions of the Series 2020 Bond conforming to the terms and provisions set forth in the Purchase Contract delivered pursuant to Sections 4 and 9 hereof. The Series 2020 Bonds shall be substantially in the form attached as an exhibit to the Bond Indenture.

(B) One or more of the Authorized Officers, as necessary is hereby authorized and directed to date and execute and to attest the Bond Indenture, and to deliver the Bond Indenture to the Bond Trustee, when finalized and to execute the Series 2020 Bonds in the manner provided in the Bond Indenture.

SECTION 8. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

(A) In order to provide for the loan of the proceeds of the Series 2020 Bonds to the Borrower and the obligation of the Borrower to pay the principal of, premium, if any and interest on the Series 2020 Bonds as the same become due and payable, the City and the Borrower shall enter into a Loan Agreement related to the Series 2020 Bonds (the "Loan Agreement") with the Borrower. The Loan Agreement substantially in the form attached hereto as Exhibit B, with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer of the City and attested by the City Clerk or her designee, such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized.

(B) One of more Authorized Officers, as necessary, is hereby authorized and directed to date and execute and the City Clerk or her designee to attest the Loan Agreement, and to deliver

the Loan Agreement, when finalized. All of the provisions of the Loan Agreement, when executed and delivered by the City as authorized herein, and by the Borrower, shall be deemed to be a part hereof as fully and to the same extent as if set forth verbatim herein and therein.

SECTION 9. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE PURCHASE CONTRACT.

(A) In order to provide for the sale of the Series 2020 Bonds to the Original Purchaser, the City shall enter into the Purchase Contract with the Original Purchaser and the Borrower. The Purchase Contract shall be dated the date of sale of the Series 2020 Bonds, shall be substantially in the form attached hereto as Exhibit C and is hereby authorized and approved, with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by their execution thereof.

(B) Subject to the provisions of Section 4 hereof, one or more Authorized Officers, as necessary, are hereby authorized to date and execute and to attest the Purchase Contract and to deliver the Purchase Contract to the Original Purchaser and the Borrower, when finalized.

SECTION 10. PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT.

(A) The Preliminary Official Statement shall be substantially in the form attached hereto as Exhibit D and is hereby authorized and approved with respect to the references to the City therein, and with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer. The Official Statement relating to the Series 2020 Bonds to be substantially in the form of Preliminary Official Statement attached hereto as Exhibit D, with any changes, insertions and amendments which are necessary to reflect the final terms of the Series 2020 Bonds set forth in the Purchase Contract and the Bond Indenture, is hereby approved as to form, terms

and substance relating to the City. Although the City consents to the use of and approves the Preliminary Official Statement and the Official Statement for the Series 2020 Bonds, the City has not participated in their preparation and makes no representations as to their accuracy or completeness except to the extent provided in the Purchase Contract with respect to the information contained in the Preliminary Official Statement and final Official Statement under the caption "THE ISSUER" and "LITIGATION – The Issuer."

(B) The City hereby authorizes the use and distribution of the Preliminary Official Statement and the Official Statement by the Borrower and the Original Purchaser in connection with the marketing and sale of the Series 2020 Bonds.

SECTIONS 11. AUTHORIZATION OF EXECUTION AND DELIVERY AND OTHER CERTIFICATES AND OTHER INVESTMENTS. Each Authorized Officer is hereby authorized and directed to execute and deliver, either alone or jointly, certificates of the City certifying such facts as the City Attorney or the City's Bond Counsel or Bond Counsel to the Borrower (in consultation with the City Attorney and the City's Bond Counsel) shall require in connection with the issuance, sale and delivery of the Series 2020 Bonds and to execute and deliver such instruments, and such other assignments, endorsements, bills of sale and financing statements as shall be necessary or desirable to perform the City's and the Borrower's obligations under the Bond Indenture, the Loan Agreement and the Purchase Contract.

SECTION 12. SERIES 2020 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS. The Series 2020 Bonds shall not be deemed to constitute a debt, liability or obligation of the City, the State or of any political subdivision or agency thereof, or a pledge of the faith and credit of the City, the State or of any political subdivisions or agency thereof. The Series 2020 Bonds shall be payable solely from the revenues provided therefor in the Bond

Indenture and the City will not be obligated to pay the Series 2020 Bonds or the interest thereon except from the revenues and proceeds pledged therefor in the Bond Indenture and neither the faith and credit nor the taxing power of the City, the State or of any political subdivision or agency thereof will be pledged to the payment of the principal of or the interest on the Series 2020 Bonds. The City shall never be required to (i) levy ad valorem taxes on any property to pay the principal of, premium if any, and the interest on the Series 2020 Bonds or to make any other payments provided in the Bond Indenture and the Loan Agreement; (ii) pay the principal of, premium if any, and the interest in the Series 2020 Bonds from any funds of the City other than those derived by the City under the Loan Agreement or which comprise the trust estate under the Bond Indenture; or (iii) enforce any payment or performance by the Borrower pursuant to the Loan Agreement or Bond Indenture or in respect of the Series 2020 Bonds unless the City's expenses in respect thereof shall be paid from moneys derived under the Loan Agreement or advanced to the City for such purpose by the Borrower and the City shall receive indemnity to its satisfaction.

SECTION 13. **GENERAL AUTHORIZATION.** The several members, officials, attorneys or other employees or agents of the City are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2020 Bonds, the Loan Agreement, the Bond Indenture, and the Purchase Contract to the end that full and complete performance of all the terms, covenants and agreements of the Series 2020 Bonds and the Bond Indenture shall be effected. In furtherance of this directive, the officers, employees and agents of the City are hereby authorized and directed to execute such documents, instruments and contracts, whether or not expressly contemplated hereby and to do all acts and things required by the provisions of this Resolution and by the provisions of the Series 2020 Bonds, the Bond Indenture, the Loan Agreement and the Purchase Contract authorized herein, as may be necessary for the full,

punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 14. **NO PERSONAL LIABILITY.** No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2020 Bonds, the Loan Agreement, the Bond Indenture, the Purchase Contract or any certificate or other instrument to be executed on behalf of the City in connection with the issuance of the Series 2020 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any commissioner, officer, employee or agent of the City in his or her individual capacity, and none of the foregoing persons nor any officer of the City executing the Series 2020 Bonds, the Loan Agreement, the Bond Indenture, the Purchase Contract or any certificate or other instrument to be executed in connection with the issuance of the Series 2020 Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 15. **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise expressly provided herein or in the Series 2020 Bonds, the Loan Agreement, the Bond Indenture or the Purchase Contract nothing in this Resolution, or in the Series 2020 Bonds, the Loan Agreement, the Bond Indenture or the Purchase Contract, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the City, the Borrower, the Original Purchaser, the Bond Trustee (and the owners from time to time of the Series 2020 Bonds) to the extent set forth in the Loan Agreement and the Bond Indenture any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2020 Bonds, the Loan Agreement, the Bond Indenture or the

Purchase Contract, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, the Original Purchaser and the Bond Trustee (and the owners from time to time of the Series 2020 Bonds) to the extent set forth in the Loan Agreement and the Bond Indenture.

SECTION 16. **SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained 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 Series 2020 Bonds.

SECTION 17. **CONFLICTS.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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

PASSED AND ADOPTED this _____ day of _____, 2020.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

MEB/jmz
8/28/2020
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EXHIBIT A TO AUTHORIZING RESOLUTION

FORM OF BOND INDENTURE

EXHIBIT B TO AUTHORIZING RESOLUTION

FORM OF LOAN AGREEMENT

EXHIBIT C TO AUTHORIZING RESOLUTION

FORM OF PURCHASE CONTRACT

EXHIBIT D TO AUTHORIZING RESOLUTION
FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT E TO AUTHORIZING RESOLUTION

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