

RESOLUTION NO. 200374

A RESOLUTION OF THE CITY OF GAINESVILLE, FLORIDA AUTHORIZING THE AMENDMENT OF THE TWENTY-EIGHTH SUPPLEMENTAL UTILITIES SYSTEM REVENUE BOND RESOLUTION NO. 170403; APPROVING THE FORM OF A REPLACEMENT BOND WITH RESPECT TO THE CITY'S VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2017 SERIES B; APPROVING THE FORM OF A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION; AUTHORIZING AMENDMENTS TO A QUALIFIED HEDGING CONTRACT RELATED TO SUCH BONDS; AND DELEGATING TO AUTHORIZED OFFICERS THE AUTHORITY TO NEGOTIATE AND FINALIZE THE TERMS THEREOF AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF; AUTHORIZING PROPER OFFICIALS TO DO ALL OTHER THINGS DEEMED NECESSARY AND ADVISABLE IN CONNECTION WITH THE AMENDMENTS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017, as amended and supplemented (the "Resolution") and particularly as supplemented by the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution No. 170403 adopted by the City on September 21, 2017 (the "Twenty-Eighth Supplemental Resolution"), the City issued its Variable Rate Utilities System Revenue Bonds, 2017 Series B (the "2017 Series B Bonds"); and

WHEREAS the 2017 Series B Bonds were authorized to be issued at a variable rate of interest for the purpose of providing funds for the payment of all or a portion of the Cost of Acquisition and Construction of the 2017 Series A Project (such terms, and all other capitalized terms used herein without definition, having the respective meanings assigned thereto in the Resolution or, if not defined therein, in the Twenty-Eighth Supplemental Resolution) which consisted of the acquisition of the Gainesville Renewable Energy Center, together with the acquisition and construction of improvements and equipment related thereto, and such 2017 Series B Bonds are subject to mandatory tender for purchase at certain times and under certain circumstances; and

WHEREAS, the City intends to refund a portion of the 2017 Series B Bonds in the principal amount of \$105,000,000 through the issuance of its Variable Rate Utilities System Revenue Bonds, 2020 Series B being authorized on the date hereof; and

WHEREAS, the City and Wells Fargo Bank, National Association (the "Initial Purchaser"), as holder of all of the remaining \$45,000,000 Outstanding 2017 Series B Bonds have agreed to amend the interest rate on the 2017 Series B Bonds, extend the Bank Purchase Date and make certain other amendments related thereto; and

WHEREAS, the City and the Initial Purchaser have also agreed to amend the Continuing Covenant Agreement dated November 7, 2017 (the "Original Continuing Covenant Agreement") by entering into a First Amendment to Continuing Covenant Agreement (the "First Amendment to Continuing Covenant Agreement") to amend certain defined terms and make certain other amendments related thereto and other necessary clarifying amendments; and

WHEREAS, it is hereby determined to be necessary and desirable that the Twenty-Eighth Supplemental Resolution be amended in the manner provided herein in order to reflect the changes thereto agreed upon by the City and the Initial Purchaser, such amendments to be effective as set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Gainesville, Florida as follows:

ARTICLE I

AUTHORITY

SECTION 101. Supplemental Resolution. This Amendment to Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution (this "Amendment") is supplemental to, and is adopted in accordance with Article X and Article XI of the Resolution to amend the Twenty-Eighth Supplemental Resolution.

SECTION 102. Authority for this Amendment. This Amendment is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with the Resolution and the Twenty-Eighth Supplemental Resolution.

SECTION 103. Replacement Bond. Each of the Authorized Officers (as defined in the Twenty-Eighth Supplemental Resolution) is authorized to execute and deliver the Bond in substantially the form attached hereto as Exhibit "A" (the "Replacement Bond"). The form of the Replacement Bond is hereby approved, and each of the Authorized Officers are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by an Authorized Officer, including such further modifications as are necessary to provide for any future replacement indices in connection with the replacement of the LIBOR Index, such approval to be conclusively evidenced by the execution thereof by such Authorized Officer. The Replacement Bond is being issued solely for the purpose of restating and replacing the original Bond. Promptly following the execution and delivery of the Replacement Bond, the City shall receive satisfactory evidence that the Original Bond has been marked cancelled and shall no longer be deemed Outstanding.

SECTION 104. First Amendment to Continuing Covenant Agreement. Each of the Authorized Officers is authorized to execute and deliver the First Amendment to the Continuing Covenant Agreement in substantially the form attached hereto as Exhibit "B". The form of the First Amendment to the Continuing Covenant Agreement is hereby approved, and an Authorized Officer is authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution thereof by such Authorized Officer.

ARTICLE II

AMENDMENT OF TWENTY-EIGHTH SUPPLEMENTAL RESOLUTION

SECTION 201. Amendment of Section 1.02 of the Twenty-Eighth Supplemental Resolution.

(a) On and after the effective date provided in Section 402 hereof, the following definitions are hereby added to Section 1.02 of the Twenty-Eighth Supplemental Resolution:

"Reissuance Date" means November 2, 2020, or such other date as provided in a certificate of an Authorized Officer.

"Second Bank Purchase Date" means November 1, 2023 or such other date as provided in a certificate of an Authorized Officer.

"Second Period" means the period commencing on the Reissuance Date to and not including the Second Bank Purchase Date.

(b) On and after the effective date provided in Section 402 hereof, the following definitions are hereby amended and restated in their entirety with the following (double underlining indicates additions and ~~striketrough~~ indicates deletions):

"Adjusted LIBOR Rate" means the ~~product of (a)~~ the sum of (i) the product of the Applicable Percentage times the LIBOR Rate and (ii) the Applicable Spread, ~~multiplied by (b) the Margin Rate Factor.~~

"Applicable Percentage" means (~~ix~~) during the Initial Period 70%, (ii) during the Second Period 80%, and (iii) during any Placement Period after the Initial Period and the Second Period, the percentage determined by the Remarketing Agent as the "Applicable Percentage" pursuant to Section 3.06(3), provided, however, in no event shall the Applicable Percentage be less than 65% or more than 135%.

"Authorized Denominations" means \$1,000,000 or any integral multiple of \$1.00 ~~5,000~~ in excess thereof.

"Bank Purchase Date" means (i) the Initial Bank Purchase Date, (ii) the Second Bank Purchase Date, and (iii) during any Placement Period other than the Initial Period or the Second Period, the date designated by the City pursuant to Section 3.06(3); provided, however, if such date is not a Business Day, such date shall be the last Business Day of such applicable Placement Period; provided, further, however, if all of the 2017 Series B Bonds shall be owned by a single beneficial holder and the City shall have received written notice from such Lender not less than 120 days (or such shorter period of time as shall have been agreed to by the City in writing) prior to the applicable Bank Purchase Date that such Lender has elected not to tender such 2017 Series B Bonds for purchase on such Bank Purchase Date whereupon upon consent of the City, such due date shall not be

a Bank Purchase Date; and in connection with such election such Lender shall also deliver written notice to the City establishing or modifying the date of the next succeeding Bank Purchase Date or Dates, and, from and after such notice and consent of the City, the succeeding Bank Purchase Date(s) shall be the date(s) specified in such notice unless and until modified by subsequent notice pursuant to the terms hereof. Upon the Reissuance Date the Initial Bank Purchase Date shall no longer be applicable as a Bank Purchase Date.

"Interest Rate" means initially the Adjusted LIBOR Rate, provided however, such rate may be adjusted upon a Determination of Taxability, a 2017B Event of Default or a Failed Purchase, as provided herein, or as provided in Exhibit "A" of the 2017 Series B Bonds.

"LIBOR Index" or "LIBOR Rate" means as to any Adjustment Date, the rate per annum equal to the London Interbank Offered Rate ("LIBOR") (or a comparable or successor rate which rate is selected by the Calculation Agent) as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Calculation Agent from time to time) at or about 11:00 a.m., London time, two (2) London Business Days prior to such Adjustment Date, for Dollar deposits (for delivery on the first day of such interest period beginning on such Adjustment Date) with a term of one month; provided that to the extent a comparable or successor rate is approved by the Calculation Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Calculation Agent or the Lender, such approved rate shall be applied in a manner as otherwise reasonably determined by the Calculation Agent and provided, further if the LIBOR Rate shall be less than ~~zero~~10 basis points (0.10%), such rate shall be deemed ~~zero~~10 basis points (0.10%) for purposes of this Resolution.

"Prepayment Premium" means in connection with a redemption or purchase in lieu of redemption of any of the 2017 Series B Bonds (a) before the Redemption Date, except as provided in clause (b) of this definition, an amount equal to the product of: (i) the Applicable Spread in effect on the date of any such redemption or purchase, (ii) the principal amount of the 2017 Series B Bonds so redeemed or purchased and (iii) a fraction, the numerator of which is the number of days from and including the date of redemption or purchase to and including the Redemption Date and the denominator of which is 365, (b) before the Redemption Date but after the establishment of Benchmark Replacement as provided in Exhibit A to the 2017 Series B Bond, zero (0), but only so long as such redemption or purchase in lieu of redemption occurs within 60 days after the Benchmark Replacement or Benchmark Replacement Conforming Changes is established pursuant to Exhibit A to the 2017 Series B Bond and (b)(c) on and after the Redemption Date, zero (0); provided however, if any such redemption or purchase is made on a day other than an Interest Payment Date, the Prepayment Premium, shall be increased by an amount equal to the Breakage Fee.

"Redemption Date" means the date that is ~~365 days after~~ the second anniversary of the ~~Delivery~~ Reissuance Date.

(c) On and after the Reissuance Date, the definition of Margin Rate Factor is deleted from the Twenty-Eighth Supplemental Resolution.

SECTION 202. Amendment of Section 3.02(3) of the Twenty-Eighth Supplemental Resolution. On and after the Reissuance Date, Section 3.02(3) of the Twenty-Eighth Supplemental Resolution is hereby amended and restated to read in its entirety as follows (double underlining indicates additions and ~~strikethrough~~ indicates deletions):

(3) The registration of the 2017 Series B Bonds may be transferred only as provided in Article III of the Master Resolution and, to the extent applicable Section 3.04 hereof. ~~The 2017 Series B Bonds may only be sold, assigned or otherwise transferred to an affiliate of the Lender, a trust or other custodial arrangement established by the Lender or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, who executes and delivers a letter in substantially the form of Exhibit IV to the Purchase Contract. The 2017 Series B Bonds may only be sold, assigned or otherwise transferred in Authorized Denominations to (x) an affiliate of the Lender, (y) a trust or custodial arrangement established by the Lender or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or (z) to a Person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of \$5,000,000,000 or more that has executed and delivered letter substantially in the form of Exhibit A to the Continuing Covenant Agreement.~~

SECTION 203. Amendment of Sections 3.04(1), (2) and (3) of the Twenty-Eighth Supplemental Resolution. On and after the effective date provided in Section 402 hereof, Section 3.04(1), (2) and (3) of the Twenty-Eighth Supplemental Resolution is hereby amended and restated to read in its entirety as follows (double underlining indicates additions and ~~strikethrough~~ indicates deletions):

(1) ~~The~~Upon the Reissuance Date (or as soon thereafter as practicable) the 2017 Series B Bonds shall no longer be Book-Entry Only 2017 Series B Bonds and shall instead be reissued as a single physical certificated bond registered in the name of the Initial Purchaser and shall no longer be subject to Section 309 of the Master Resolution and the following provisions shall not apply, unless there shall be a written request from the Initial Purchaser, as the sole holder of the 2017 Series B Bonds. Upon the written request of the Initial Purchaser, the 2017 Series B Bonds shall be Book-Entry Only 2017 Series B Bonds and the 2017 Series B Bonds shall be issued as Book Entry Bonds within the meaning of and subject to Section 309 of the Master Resolution and the following provisions shall apply. ThisSo long as the 2017 Series Bonds are in physical form this Section 3.04 shall not apply ~~if the~~. ~~The 2017 Series B Bond shall not~~ Bonds may be converted to Book-Entry Only 2017 Series B Bonds at the election of the City but, if the Initial Purchaser is the owner of any of the 2017 Series B Bonds, only with the prior written consent of the Initial Purchaser.

(2) At the time of the City's election pursuant to Section 3.04(1), DTC is hereby will be appointed as the ~~initial~~ Securities Depository for the 2017 Series B Bonds held as Book-Entry Only 2017 Series B Bonds.

(3) ~~The~~ If the 2017 Series B Bonds are converted to Book-Entry Only 2017 Series B Bonds, the 2017 Series B Bonds of each Series ~~initially~~ shall be ~~issued~~ reissued in the form of a separate single, fully registered Bond in the amount of each separate stated maturity (and, if applicable, each interest rate within a maturity) of the 2017 Series B Bonds, as applicable, registered in the name of Cede & Co. ("Cede"), as nominee of DTC. So long thereafter as DTC serves as Securities Depository for the 2017 Series B Bonds, the registered holder of all 2017 Series B Bonds shall be, and each of the 2017 Series B Bonds shall be registered in the name of, Cede, as nominee of DTC. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Bond Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC. So long as any of the 2017 Series B Bonds is registered in the name of Cede, as nominee of DTC in its capacity as Securities Depository for the 2017 Series B Bonds, all payments with respect to the principal or Redemption Price of, and interest on, such 2017 Series B Bond and all notices with respect to such 2017 Series B Bond shall be made or given to DTC as provided in the procedures of DTC as in effect from time to time.

SECTION 204. Amendment of Section 3.07 of the Twenty-Eighth Supplemental Resolution. On and after the effective date provided in Section 402 hereof, Section 3.07 of the Twenty-Eighth Supplemental Resolution is hereby amended and restated to read in its entirety as follows (double underlining indicates additions and ~~striketrough~~ indicates deletions):

SECTION 3.07 MANDATORY SINKING FUND INSTALLMENTS DURING AMORTIZATION PERIOD; MANDATORY TENDER UPON CERTAIN EVENTS.

(1) Notwithstanding any scheduled mandatory Sinking Fund Installments set forth in the 2017 Series B Bonds, the 2017 Series B Bonds shall be due and payable in full on the date of any Failed Purchase; provided, however if ~~unless~~ on the date of any Failed Purchase no 2017B Event of Default is continuing and the representations and warranties of the City in the Continuing Covenant Agreement are true and correct (except for those representations and warranties made as of a specific date), the 2017 Bonds shall be subject to mandatory tender in full on the date which is 30 days after the date of the Failed Purchase. During such 30 day period, the City may request an extension of the repayment period by delivering a written request to the Holder prior to the date that is 30 days after the date of the Failed Purchase. Upon such request and so long as no 2017B Event of Default is continuing and the representations and warranties of the City in the Continuing Covenant Agreement are true and correct (except for those representations and warranties made as of a specific date), ~~in which case~~ the 2017 Series B Bonds shall be subject to mandatory prepayment prior to maturity, in part, pursuant to mandatory Sinking Fund Installments payable in six ~~ten (6+0)~~ equal semi-annual principal installments commencing on the first day of the month six (6) full months following from

the date of the Failed Purchase and continuing on the first day of each six-month period thereafter with a final balloon payment becoming due on the sixth ~~tenth~~ principal installment date or, earlier if the scheduled maturity date should occur before the sixth ~~tenth~~ principal installment payment date, together with accrued interest thereon, and without premium; provided, however, after the 2017 Series B Bonds shall have been remarketed in accordance with Section 3.06, the scheduled mandatory Sinking Fund Installments set forth in the 2017 Series B Bonds shall resume or shall be adjusted as described in paragraph 3 below.

(2) Upon the occurrence of a 2017B Event of Default, in addition to any other remedies available hereunder or at law or in equity, subject to Section 7.03 of the Continuing Covenant Agreement, each Holder of a 2017 Series B Bond, in its sole discretion, may by written notice to the City, tender any or all such 2017 Series B Bonds for purchase by the City and the City shall thereupon be obligated to pay immediately the Tender Price of each such 2017 Series B Bond so tendered at or prior to 10:00 a.m. on such Tender Date.

(3) Notwithstanding anything herein to the contrary, upon the end of any Amortization Period due to a remarketing of the 2017 Series B Bonds, upon the request of the City and provision of a Favorable Opinion to the Trustee, without the consent of any of Owners of the 2017 Series B Bonds, the scheduled mandatory Sinking Fund Installments may be amended to provide for approximately level debt service of the Bonds or level debt service with respect to the mandatory Sinking Fund Installments.

SECTION 205. Amendment of Section 3.08 of the Twenty-Eighth Supplemental Resolution. On and after the effective date provided in Section 402 hereof, Section 3.08 of the Twenty-Eighth Supplemental Resolution is hereby amended and restated to read in its entirety as follows (double underlining indicates additions and ~~strikethrough~~ indicates deletions):

SECTION 3.08. INTEREST RATE AFTER FAILED PURCHASE. Notwithstanding the foregoing provisions of this Article III, if any 2017 Series B Bonds are tendered or deemed tendered for purchase pursuant to Section 3.06 hereof and the Tender Price therefor is not paid as contemplated by Section 3.06 hereof and the conditions set forth in Section 3.06(5) and Section 3.07(1) of this Resolution are satisfied, from and after the Bank Purchase Date on which such 2017 Series B Bonds were not purchased (a "Failed Purchase") until such date as all tendered 2017 Series B Bonds have been purchased and the Tender Price paid therefor, the interest rate on all of the 2017 Series B Bonds shall be calculated as follows:

(a) From and including the date of the Failed Purchase through the 180th day thereafter, interest shall be calculated at the Base Rate, but in no event in excess of the Maximum Rate;

(b) From and including the 181st day after the Failed Purchase, interest shall be calculated at the Base Rate plus one percent (1%) per annum, but in no event in excess of the Maximum Rate; and

(c) From and including the ~~third~~ ~~fourth~~ (3rd 5th) anniversary of the Failed Purchase and each day thereafter, interest shall be calculated at the Default Rate;

provided that upon the occurrence of any 2017B Event of Default upon written notice given to the Calculation Agent (if other than the Initial Purchaser), Trustee and the City and during the continuance of any such Event of Default, interest shall be calculated at the Default Rate; provided, further, however, in no event shall the interest be calculated at a rate in excess of the Maximum Rate. Interest payable pursuant to this Section shall be paid in arrears on the first Business Day of each month.

ARTICLE III

AMENDMENT TO QUALIFIED HEDGING CONTRACT

SECTION 301. Authorization to Amend Swap. The General Manager, Chief Financial Officer or any other Authorized Officer, upon the advice of the financial advisor to the System (or an affiliate company of the financial advisor to the System), are each hereby authorized to enter into documents to amend the Qualified Hedging Contract entered into with Citibank, N.A. (the "Counterparty") in connection with the 2017 Series B Bonds pursuant to which the Counterparty pays a variable rate of interest and the Counterparty receives from the City a fixed rate of interest (the "Swap") and to execute and deliver such agreements, documents and instruments on behalf of the City as may be necessary to evidence such amendments as are necessary to maintain the variable rates paid on the Swap to be substantially similar to the variable rate on the 2017 Series B Bonds and to provide for any future replacement indices in connection with the replacement of the LIBOR index. The execution of such amendments by an Authorized officer shall be conclusive evidence that such rates are substantially similar. Each Authorized Officer and the City Attorney is hereby authorized and empowered to execute and deliver or cause to be executed and delivered such other documents and opinions and to do all such acts and things as may be necessary or desirable in connection with the amendments of the Swap, for the full punctual and complete performance of all the terms, covenants and agreements contained herein and in the applicable swap documents, including, without limitation the applicable Master ISDA Agreement and Schedule, Credit Support Annex and trade confirmation and the Clerk is hereby authorized to attest such signatures to the extent required by such applicable swap documents, subject to the approval of the City Attorney as to form and legality. The amendments referred to herein shall relate only to the Swap and shall not affect any other transactions of the City under any other agreements. This section does not require that the Swap be amended or that it happen concurrently with the amendments to the 2017 Series B Bonds but such Swap may be amended, if based on the advice of financial advisor to the System it is beneficial to the City.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 401. Further Actions. The Authorized Officers, or their respective designees, the Clerk and the City Attorney are each hereby authorized and directed to execute

and deliver any and all papers, instruments and opinions and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 402. Effective Date. This Resolution shall be effective upon (i) the delivery to the Trustee of a copy hereof certified by an Authorized Officer of the City, (ii) the filing with the City of an instrument in writing made by the Trustee consenting hereto, in substantially the form attached hereto as Annex A. The amendments set forth in Article II shall be effective only upon the satisfaction of clauses (i) and (ii) in the preceding sentence and upon (i) the written consent of the Holder of all of the Outstanding 2017 Series B Bonds, and (ii) delivery to the City of a Favorable Opinion.

[Remainder of Page Intentionally Left Blank]

Amendment to Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution approved and adopted October 15, 2020.

THE CITY OF GAINESVILLE, FLORIDA



Mayor

ATTESTED:



Clerk of the Commission

Approved as to Form and Legality:



City Attorney - *Nicolle M. Shalley*

#78132694_v10

CONSENT OF TRUSTEE

_____, 2020

The undersigned, as Trustee, under Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City of Gainesville, Florida (the "City") on September 21, 2017 (the "Bond Resolution"), as heretofore supplemented and amended hereby acknowledges the filing with it of a copy of the Amendment to Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution (the "Amendment") adopted by the City on October 15, 2020, certified by an Authorized Officer of the City pursuant to Section 1002 of the Bond Resolution, and hereby consents to the adoption of the Amendment.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Officer

EXHIBIT "A"

FORM OF REPLACEMENT BOND

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE SUPPLEMENTAL RESOLUTION REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO AN AFFILIATE OF THE BONDHOLDER, TO A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE BONDHOLDER THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS, AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, OR TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER THAT IS A COMMERCIAL BANK HAVING COMBINED CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF TRANSFER, OF \$5,000,000,000 OR MORE WHO EXECUTES AND DELIVERS A LETTER IN THE FORM OF EXHIBIT A TO THE CONTINUING COVENANT AGREEMENT REFERENCED IN THE SUPPLEMENTAL RESOLUTION, HEREAFTER IDENTIFIED.

REGISTERED
NO. RB-2

REGISTERED
\$45,000,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF GAINESVILLE
VARIABLE RATE UTILITIES SYSTEM REVENUE BOND,
2017 SERIES B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>REISSUE DATE</u>	<u>CUSIP</u>
As described herein	October 1, 2044	November 7, 2017	November 2, 2020	362848TP8

REGISTERED OWNER: WELLS FARGO BANK, NATIONAL ASSOCIATION

REISSUED PRINCIPAL AMOUNT: FORTY-FIVE MILLION DOLLARS

The **CITY OF GAINESVILLE, FLORIDA** (herein called the "City"), a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, on the Maturity Date (stated above), but solely from the funds pledged therefor, upon presentation and surrender of this Bond at the office of U.S. Bank National Association (such bank and any successor thereto being referred to herein as the "Paying Agent"), the Principal Amount (stated above) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay, but solely from the funds pledged therefor, interest on such Principal Amount in like coin or currency from the Original Issue Date (stated above), or, if one or more payments of interest has or have theretofore been made or duly provided for, from the most recent interest payment date to which interest has been paid or duly provided for, payable on the first Business Day of each calendar month commencing December 1, 2017 (each an "Interest Payment Date"), at a rate per annum equal initially to the Adjusted LIBOR Rate as adjusted from time to time and such other rates of interest all as determined pursuant to the Supplemental Resolution, hereinafter referred to,

and as may be adjusted pursuant to Exhibit A hereto, until the City's obligation with respect to the payment of such Principal Amount shall be discharged. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Resolution hereinafter referred to, be paid to the person in whose name this Bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date, such payment to be made by check or draft or wire transfer (or other electronic payment method) of U.S. Bank National Association (such bank and any successor thereto being referred to herein and the "Trustee") hereinafter referred to, as Paying Agent, mailed to such person at the address shown on the registration books of the City kept for that purpose at the principal offices of the Trustee, as Bond Registrar. However, so long as this Bond shall be restricted to being registered in the registration books of the City in the name of the Securities Depository (as defined in the Resolution) for this Bond, the provisions of the Resolution governing Book Entry Bonds (as defined in the Resolution) shall govern the manner of payment of the principal or redemption price of, and interest on, this Bond. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the person in whose name this Bond is registered on the Regular Record Date, and shall be paid, in the manner described above, to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to holders of bonds of the series of which this Bond is one not less than 10 days prior to such Special Record Date.

This Bond is one of a duly authorized series of bonds of the City designated as its "Variable Rate Utilities System Revenue Bonds, 2017 Series B" (herein sometimes called the "2017 Series B Bonds"), in the original aggregate principal amount of \$150,000,000 and reissued in the aggregate principal amount \$45,000,000 issued pursuant to Chapter 90-394, Laws of Florida, 1990, as amended, and other applicable provisions of law (herein called the "Act") and under and pursuant to a resolution of the City, adopted June 6, 1983, entitled "Utilities System Revenue Bond Resolution," including as amended and restated by the Amended and Restated Utilities System Bond Resolution adopted by the City on January 30, 2003, as amended, as further amended and restated by Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017, as amended (the "Bond Resolution"), as supplemented by the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution No. 170403 adopted by the City on September 21, 2017, as amended by Resolution No. [_____] adopted by the City on October 15, 2020 (collectively, the "Supplemental Resolution" and together with the Bond Resolution, the "Resolution"). As provided in the Resolution, bonds, notes or other evidences of indebtedness of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Resolution provided. The aggregate principal amount of bonds, notes or other evidences of indebtedness which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds, notes or other evidences of indebtedness issued and to be issued under the Resolution are and will be equally secured by the Trust Estate (as hereinafter defined) and covenants made therein, except as otherwise expressly provided or permitted in the Resolution. All such bonds, notes or other evidences of indebtedness issued under and pursuant to the Resolution, as the same may be amended and supplemented from time to time, are hereinafter called the "Bonds."

As provided in the Resolution, the Bonds are direct and special obligations of the City payable solely from and secured as to payment of the principal or redemption price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by (i) the proceeds of the sale of the Bonds, (ii) the Revenues (as defined in the Resolution) and (iii) all Funds established by the Resolution (other than the Debt Service Reserve Account in the Debt Service Fund and any fund which may be established pursuant to paragraph 2 of Section 502 of the Bond Resolution), including the investments and income, if any, thereof (collectively, the "Trust Estate"), subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution. Copies of the Resolution are on file at the office of the City and at the Corporate Trust Office of the Trustee and reference is made to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act for a description of the security interest, pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, and for the other terms and provisions thereof.

Upon the occurrence of and during the continuance of a 2017B Event of Default and taking into account the provisions of Section 3.05(4) and 3.05(7) of the Supplemental Resolution, the interest rate otherwise borne hereby shall be adjusted to the Default Rate from and after the effective date of such 2017B Event of Default until such time as such 2017B Event of Default is cured.

Upon the occurrence of a Determination of Taxability, and so long as the Default Rate shall not be in effect, the interest rate otherwise borne by this Bond shall be adjusted to the Taxable Rate, as of and from the Taxable Date is applicable with respect to this Bond; and (i) the City shall on the next interest payment date (or if this Bond shall have matured, within 30 days after demand by the Registered Owner) pay to the Registered Owner from the sources provided in the Bond Resolution an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Taxable Rate from the Taxable Date to such next interest payment date (or maturity date), and (B) the actual interest paid by the City on this Bond from the Taxable Date to such next interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional federal income taxes imposed upon such Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after such next interest payment date, this Bond shall continue to bear interest at the Taxable Rate for the period such determination continues to be applicable with respect to this Bond.

"Applicable Spread" means (i) during the Initial Period, initially 35 basis points (0.35%), which Applicable Spread is subject to adjustment upon any change in any Bond Rating from that in effect on the Delivery Date as provided in the table set forth below:

<u>MOODY'S BOND RATING</u>	<u>S&P BOND RATING</u>	<u>FITCH BOND RATING</u>	<u>APPLICABLE SPREAD</u>
Aa3 or higher	AA- or higher	AA- or higher	0.35%
A1	A+	A+	0.50
A2	A	A	0.65

In the event ratings are assigned by all three Rating Agencies, and only two such ratings are equivalent, the two equivalent ratings shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by all three Rating Agencies and no two such ratings are equivalent, the middle rating shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by only two Rating Agencies and such ratings are not equivalent, the lower rating shall be used for the purpose of determining the Applicable Spread from the above grid. Any change in the Applicable Spread resulting from a change in the Bond Rating shall become effective as of and on the date of announcement of the change in such Bond Rating.

References above are to rating categories as presently determined by the Rating Agencies, and in the event of the adoption of any new or changed rating systems or a "global" rating scale by any such Rating Agency, the ratings categories shall be adjusted accordingly to a new rating or ratings which most closely approximates the ratings currently in effect.

(ii) during the Second Period, initially sixty-four basis points (0.64%), which Applicable Spread is subject to adjustment upon any change in any Bond Rating from that in effect on the Delivery Date as provided in the table set forth below:

<u>MOODY'S BOND RATING</u>	<u>S&P BOND RATING</u>	<u>FITCH BOND RATING</u>	<u>APPLICABLE SPREAD</u>
Aa3 or higher	AA- or higher	AA- or higher	0.64%
A1	A+	A+	0.79
A2	A	A	0.94

In the event ratings are assigned by all three Rating Agencies, and only two such ratings are equivalent, the two equivalent ratings shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by all three Rating Agencies and no two such ratings are equivalent, the middle rating shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by only two Rating Agencies and such ratings are not equivalent, the lower rating shall be used for the purpose of determining the Applicable Spread from the above grid. Any change in the Applicable Spread resulting from a change in the Bond Rating shall become effective as of and on the date of announcement of the change in such Bond Rating.

References above are to rating categories as presently determined by the Rating Agencies, and in the event of the adoption of any new or changed rating systems or a "global" rating scale by any such Rating Agency, the ratings categories shall be adjusted accordingly to a new rating or ratings which most closely approximates the ratings currently in effect.

(iii) After the Initial Period and the Second Period, "Applicable Spread" shall mean during each Placement Period, the number of basis points determined by the Remarketing Agent designated by the Commission in accordance with Section 3.06(3) of the Supplemental Resolution on or before the first day of such new Placement Period (including any adjustments for changes in ratings on Outstanding Bonds as described in clause (i) in this definition, if any) that, when added to the LIBOR Index, would equal the minimum interest rate per annum that would enable the

Remarketing Agent to sell the 2017 Series B Bonds on such date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon and without a premium.

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

"Initial Bank Purchase Date" means November 7, 2020.

"Second Bank Purchase Date" means November 1, 2023.

"Taxable Date" means the date on which interest on this Bond is first includable in gross income of a Lender (including, without limitation, any previous Lender) thereof as a result of a Determination of Taxability.

"Taxable Rate" means an interest rate per annum equal to the interest rate otherwise borne by this Bond multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means the quotient of one (1) over the difference of one (1) minus the Maximum Federal Corporate Tax Rate.

The interest rate borne by this Bond (i) may never exceed the Maximum Rate and (ii) will be calculated on the basis of a 360 day year for the actual number of days elapsed.

Upon a failed purchase of this Bond tendered for purchase pursuant to Section 3.06 of the Supplemental Resolution and upon satisfaction of the conditions set forth in Section 3.06(5) and 3.07(1) of the Supplemental Resolution, this Bond shall bear interest in accordance with Section 3.08 of the Supplemental Resolution until such Bond is successfully remarketed in accordance with Section 3.06 of the Supplemental Resolution or repaid pursuant to Section 3.07(1) of the Supplemental Resolution.

This Bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee, as Bond Registrar, by the registered owner hereof in person, or by such owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or such owner's duly authorized attorney, and thereupon a new fully registered bond or bonds, without coupons, and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The City, the Trustee, the Bond Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The 2017 Series B Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be given in accordance with the Supplemental Resolution, but the failure to give notice by mail, or any defect in such notice, to the registered owner of any 2017 Series B Bond will not affect the validity of the proceedings for the redemption of any other 2017 Series B Bonds. If notice of redemption or tender shall have been given as aforesaid and shall not have been rescinded or ceased to be in effect, the 2017 Series B Bonds or portions thereof specified in said notice shall become due and payable on the redemption date or tender date, as applicable therein fixed, and if, on the redemption date or tender date, as applicable, moneys for the redemption of all the 2017 Series B Bonds and portions thereof to be redeemed or tendered, as applicable, together with interest to the redemption date or tender date, as applicable, shall be available for such payment on said date, then from and after the redemption date interest on such 2017 Series B Bonds or portions thereof so called for redemption or tender shall cease to accrue and be payable.

The 2017 Series B Bonds are issuable in the form of fully registered bonds in the denominations of \$1,000,000 or any integral multiple of \$1.00 in excess thereof.

The 2017 Series B Bonds are subject to optional redemption prior to maturity at the election of the City in accordance with the Supplemental Resolution. If less than all of the 2017 Series B Bonds of like maturity are to be redeemed, the particular 2017 Series B Bonds or portions of such Bonds of such maturity (or Sinking Fund Installment) shall be selected by the Trustee in accordance with the Resolution. The 2017 Series B Bonds are subject to mandatory and optional tender by the Holder hereof in accordance with the Supplemental Resolution.

Except during an Amortization Period, the Bonds are subject to mandatory Sinking Fund Installments in part, by lot, on October 1, 2040 and on each October 1 thereafter at a price of par, plus accrued interest to the date of redemption as follows:

Date (October 1)	Principal Amount
2040	\$7,531,500
2041	9,534,000
2042	9,762,000
2043	9,996,000
2044*	8,176,500

* Final Maturity

Notwithstanding the foregoing, this Bond is subject to mandatory Sinking Fund Installments during an Amortization Period in accordance with Section 3.07 of the Supplemental Resolution. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day other than a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The City and the Registered Owner, by acceptance of this Bond, hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract

or tort, at law or in equity, based hereon or arising out of, under or in connection with this Bond and any other document or instrument contemplated to be executed in conjunction with this Bond, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the City and the Registered Owner entering into or accepting this Bond.

This Bond and the Bond Resolution as supplemented and amended by the Supplemental Resolution shall be governed by applicable federal law and the internal laws of the State of Florida. The City agrees that certain material events and occurrences relating to this Bond bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Bond shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to this Bond, the City consents to the jurisdiction and venue of any court located or having jurisdiction over Alachua County, Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

This Bond has been designated by the City as a Variable Rate Bond and an Option Bond as provided by the Bond Resolution.

This Bond does not constitute a general indebtedness or a pledge of the full faith and credit of the City within the meaning of any constitutional or statutory provision or limitation of indebtedness. It is expressly agreed by the holders of this Bond that (a) no holder shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the City for the payment of the principal of or interest on this Bond or the making of any payments provided for in the Resolution, and (b) this Bond and the obligation evidenced thereby shall not constitute a lien upon any property of or in the City, but shall constitute a lien only on the Trust Estate in the manner provided in the Resolution.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the City, complies in all respects with the applicable laws of the State of Florida including, particularly, the Act.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

This Bond represents a replacement of Bond Number RB-1 dated November 7, 2017, and does not, and is not intended to, constitute a novation of the remaining outstanding indebtedness evidenced by such original Bond.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY OF GAINESVILLE, FLORIDA has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Clerk of the Commission.

CITY OF GAINESVILLE, FLORIDA

Mayor

Dated: November 2, 2020

Attested:

Clerk of the Commission

Approved as to Form and Legality:

City Attorney

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
Trustee

By: _____
Authorized Officer

Date of Authentication: _____, 2020

#78311064_v6 136433.00028

EXHIBIT A

LIBOR REPLACEMENT PROVISIONS

Section 1. Operative Provisions.

(a) **Benchmark Replacement.** Upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Calculation Agent shall determine the Benchmark Replacement to replace the then-current Benchmark. The Benchmark Replacement shall replace the then-current Benchmark used to establish the LIBOR Index on the first Adjustment Date following the Benchmark Replacement Date and on each Adjustment Date thereafter unless, in the case of an Early Opt-in Election, the Calculation Agent has received from the City by 5:00 p.m. on the fifth (5th) Business Day after the date on which notice of such Early Opt-in Election is given to the City pursuant to Section 1 (c) below written notice of the City's objection to such Early Opt-in Election. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 1 (a) will occur prior to the applicable Benchmark Transition Start Date.

(b) **Benchmark Replacement Conforming Changes.** In connection with a Benchmark Replacement, the Calculation Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in the 2017 Series B Bonds, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of City or any other Person; provided, however, no Benchmark Replacement Conforming Changes shall become effective until there shall be delivered to the City and the Holder a Favorable Opinion with respect to such Benchmark Replacement Conforming Changes; provided, further if such opinion shall not be delivered within ten (10) Business Days after notice of the Benchmark Replacement Conforming Changes is given by the Calculation Agent to the City, the 2017 Series B Bonds shall bear interest from the date on which the notice of Benchmark Replacement Conforming Changes is given until such Favorable Opinion is so delivered at a fluctuating rate per annum (computed on the basis of a 360-day year, actual days elapsed), determined by the Calculation Agent, equal to the Base Rate.

(c) **Notices; Standards for Decisions and Determinations.** The Calculation Agent will promptly notify the City of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date or an Early Opt-in Election, as applicable, (ii) the implementation of any Benchmark Replacement, and (iii) the effectiveness of any Benchmark Replacement Conforming Changes (each a "Benchmark Notice"). Any determination, decision or election that may be made by the Calculation Agent pursuant to Section 1 (a) and (b) above, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in the Calculation Agent's sole discretion and without the City's consent.

(d) **Benchmark Unavailability Period.** For any determination of interest under this Bond Resolution during a Benchmark Unavailability Period, the principal amount of the 2017 Series B Bonds subject to the then-current Benchmark shall bear interest at a fluctuating rate per annum (computed on the basis of a 360-day year, actual days elapsed), determined by

the Calculation Agent, equal to the Base Rate.

(e) **Favorable Opinion.** The City shall cause a Favorable Opinion to be delivered to the Holder each time a new Benchmark Replacement is determined pursuant to this Section. Delivery of such opinion shall be a condition precedent to the effectiveness of the new Benchmark Replacement and any Benchmark Replacement Conforming Changes but shall not be condition to the effectiveness of an interest rate determined pursuant to Section 1(d) above.

Section 2. Certain Defined Terms. As used in these LIBOR Replacement Provisions, each of the following capitalized terms has the meaning given to such term below:

“Benchmark” means, initially, the LIBOR Index; provided, however, that if a Benchmark Transition Event or an Early Opt-in Election, as applicable, has occurred with respect to the LIBOR Index or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has become effective pursuant to Section 1 (a) above.

“Benchmark Replacement” means the sum of: (a) the rate of interest (which may include Term SOFR) that has been selected by the Calculation Agent as the replacement for the then-current Benchmark, giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body, or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement of the then-current Benchmark for U.S. dollar-denominated syndicated or bilateral credit facilities, and (b) the applicable Benchmark Replacement Adjustment for such Benchmark Replacement; provided, however, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Bond Resolution and the 2017 Series B Bonds.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Calculation Agent, giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, and (iii) so long as a Determination of Taxability has not occurred, that the interest on the 2017 Series B Bonds is excludable from the income of the Holder for federal income tax purposes.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of “Adjustment Date” and interest period, timing and frequency of determining rates and making payments of interest and other administrative matters) that the Calculation Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark

Replacement and to permit the administration thereof by the Calculation Agent in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Calculation Agent decides is reasonably necessary in connection with the administration of this Bond Resolution).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark;

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein;

(c) In the case of an Early Opt-in Election, the date selected in the Rate Election Notice, so long as the Calculation Agent has not received, by 5:00 p.m. New York City time on the fifth (5th) Business day after the date notice of such Early Opt-in Election is provided to the City, written notice of objection to such Early Opt-in Election from the City; or

(d) In the case of a LIBOR Unavailability Event, the first Business Day of the next month following the occurrence of the LIBOR Unavailability Event.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative; or

(d) the occurrence of a LIBOR Unavailability Event.

“Benchmark Transition Start Date” means (a) in the case of a Benchmark Transition Event the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication), (b) in the case of an Early Opt-in Election, the date specified by the Calculation Agent by notice to the City, and (c) in the case of a LIBOR Unavailability Event, the Adjustment Date following the occurrence of the LIBOR Unavailability Event; provided, however, the Benchmark Transition Start Date is subject to satisfaction of the condition set forth in Section 1 (e) above.

“Benchmark Unavailability Period” means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark and solely to the extent that the Benchmark has not been replaced with a Benchmark Replacement, the period (x) beginning on the first Adjustment Date on or after such Benchmark Replacement Date has occurred if, on such Adjustment Date, no Benchmark Replacement has replaced the Benchmark in accordance with Section 1 (a) above and (y) ending at the time that a Benchmark Replacement has replaced the Benchmark in accordance with Section 1 (a) above.

“Early Opt-in Election” means the occurrence of:

- (a) a determination by the Calculation Agent that Relevant Debt Obligations are being executed or amended to incorporate or adopt a new benchmark interest rate to replace the Benchmark, and
- (b) the election by the Calculation Agent to declare the Early Opt-in Election has occurred and the Calculation Agent has provided the Rate Election Notice to the City at least six (6) Business Days prior the Adjustment Date on which such election is to become effective.

“Federal Reserve Bank of New York’s Website” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“LIBOR Unavailability Event” means a determination by the Calculation Agent that it is no longer legally possible for the Purchaser to maintain loans bearing interest at a rate determined on the basis of the LIBOR Index.

“Rate Election Notice” means a written notice given by the Calculation Agent to the City that the Calculation Agent has determined to make the Early Opt-in Election effective as of the first Adjustment Date following the fifth (5th) Business Day after delivery of such notice.

“Relevant Debt Obligations” means bond notes or other evidence of indebtedness issued or incurred by state or local governmental entities in the United States of America the interest rate on which is determined by reference to LIBOR.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“Term SOFR” means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

#78095670_v6

EXHIBIT "B"

FORM OF FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT

FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT

THIS FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT (the “*First Amendment*”) effective as of November 2, 2020 (the “*Amendment Effective Date*”), is entered into by and between **THE CITY OF GAINESVILLE, FLORIDA** (the “*City*”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the “*Purchaser*”).

WITNESSETH:

WHEREAS, the City and the Purchaser have previously entered into a Continuing Covenant Agreement dated as of November 7, 2017 (the “*Original Agreement*”), relating to the City’s Variable Rate Utilities System Revenue Bonds, 2017 Series B (the “*Bonds*”); and

WHEREAS, pursuant to Section 10.02 of the Original Agreement, the City and the Purchaser wish to amend the Original Agreement as provided herein.

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

ARTICLE I

INTENTION OF PARTIES; AGREEMENT PROVISIONS

The City and the Purchaser have entered into this First Amendment pursuant to Section 10.02 of the Original Agreement to amend their rights and obligations set forth in the Original Agreement and agree that this Amendment does not constitute a novation and in no way satisfies or refinances the debt evidenced by the Original Agreement. The terms of the Original Agreement, as amended by this First Amendment (as so amended, the “*Agreement*”), shall govern the rights and obligations of the City and the Purchaser in connection with the transactions contemplated by the Agreement. Capitalized terms used but not defined in this First Amendment shall have the respective meanings assigned thereto in the Original Agreement.

ARTICLE II

AMENDMENTS

Section 2.01. Amendment(s) to 1.01. The Following amendments shall be made to the definitions in Section 1.01 of the Original Agreement.

(a) The following definition of “Capital Lease Obligations” shall be added to Section 1.01 in its appropriate alphabetical order:

“*Capital Lease Obligations*” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or

personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with such version of GAAP; provided, however, in the event that GAAP requires a recharacterization of operating leases to the effect that operating leases are to be treated as capital leases, such operating leases shall be excluded from Capital Lease Obligations for purposes of this Agreement.

(b) The definition of “Debt” is amended and restated in its entirety to read as follows:

“*Debt*” means, with respect to any Person, all at a particular time, (a) indebtedness for borrowed money or for the deferred purchase price of property or services in respect of which such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which such Person otherwise assures a creditor against loss, (b) Capital Lease Obligations, (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss, (d) obligations secured by any Lien on property, whether or not the obligations have been assumed, and (e) all other items or obligations which would be included in determining total liabilities on the balance sheet of a Person in accordance with GAAP; provided, however, that “Debt” shall not include trade payables and similar obligations incurred in the ordinary course of business.

(c) The reference in the definition of “GAAP” to Section 1.02 is hereby amended to refer to Section 1.03.

(d) The reference in the definition of “Material Debt” to “Qualified Hedge Agreement” is hereby amended to refer to “Qualified Hedging Contract.”

(e) The reference in the definition of “Other Taxes” to Section 3.07(a) is hereby amended to refer to Section 3.06(a).

(f) The reference in the definition of “Parity Debt” to “Parity Bonds” is hereby amended to refer to “parity Bonds”.

(g) The reference in the definition of “Transferee” to Section 11.08 is hereby amended to refer to Section 10.07.

Section 2.02. Amendment to Section 7.01(h). Section 7.01(h) of the Original Agreement is amended and restated in its entirety to read as follows:

(h) ***Judgments.*** A final, unappealable judgment or judgments against the City for the payment of money in excess of \$20,000,000 in the aggregate shall be payable from the funds and other property comprising the Trust Estate securing the Bonds and not be covered by insurance, the operation or result of which judgment or judgments shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days; an obligation shall be considered “covered by insurance” to the extent the City has self-insured against such obligation

or risk and has maintained adequate reserves therefor under appropriate insurance industry standards). Notwithstanding the provisions of the preceding sentence, the City's failure to pay any judgment of the type described in the preceding sentence which the City is not obligated to pay by reason of the limitations imposed by Section 768.28, Florida Statutes, or other similar applicable law, to the extent so determined by a judgment rendered by a court of competent jurisdiction, shall not constitute an Event of Default.

Section 2.03. Amendment to Section 7.03. Section 7.03 of the Original Agreement is hereby amended by changing the reference to "Qualified Hedge Agreement" in such Section to "Qualified Hedging Contract."

Section 2.04. Amendment to Section 10.04. The address for notices to the Trustee in Section 10.04 of the Original Agreement is hereby revised to read as follows:

or if to the Trustee, addressed to it at:

U.S. Bank National Association
225 Water Street, Suite 700
EX-FL-WWSJ
Jacksonville, FL 32202
Attention: Sarah B. Lemmerman
Telephone: (904) 358-5377
Facsimile: (904) 358-5374
Email: sarah.lemmerman@usbank.com

Section 2.05. Addition of Exhibit A. The Original Agreement is hereby further amended by adding Exhibit A attached to this First Amendment to the Original Agreement as Exhibit A thereto.

ARTICLE III

FULL FORCE AND EFFECT

The Original Agreement is hereby amended to the extent provided in this First Amendment and, except as specifically provided herein, the Original Agreement shall remain in full force and effect in accordance with its terms. All references in the Original Agreement to "this Agreement" or "the Continuing Covenant Agreement" shall mean and refer to the Original Agreement as amended by this First Amendment.

ARTICLE IV

GOVERNING LAW

THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS FIRST AMENDMENT SHALL BE GOVERNED AS PROVIDED IN SECTION 10.6 OF THE ORIGINAL AGREEMENT.

ARTICLE V

HEADINGS

Section headings in this First Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this First Amendment.

ARTICLE VI

COUNTERPARTS

This First Amendment may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants to the other that this First Amendment has been duly authorized and validly executed by it and that the Original Agreement as hereby amended constitutes its valid obligation, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and subject to the application of general principles of equity including but not limited to the right of specific performance. The City further represents and warrants to the Purchaser that as of the Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

ARTICLE IX

DEFINITIONS

All capitalized terms used herein and not defined shall have the meaning assigned to such terms in the Original Agreement.

ARTICLE X

ELECTRONIC SIGNATURE; ELECTRONICALLY SIGNED DOCUMENT

The parties agree that the electronic signature of a party to this First Amendment (or any amendment or supplement of this First Amendment) shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. Paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

ARTICLE XI

CONDITIONS PRECEDENT

This First Amendment shall become effective on the Amendment Effective Date so long as the Purchaser shall have received each of the following in form and substance satisfactory to it on or prior to the Amendment Effective Date:

(a) A copy of the Amendment to the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution adopted by the City on October 15, 2020 approving the execution and delivery of this First Amendment, the issuance of the replacement Bond and amending the Supplemental Resolution, certified by City Clerk as being true and complete and in full force and effect on the Amendment Effective Date.

(b) A certificate by the Clerk of the Commission certifying the names and signatures of the persons authorized to sign, on behalf of the City, this Agreement and the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(c) An executed original of this First Amendment.

(d) A specimen copy of the executed and authenticated replacement Bond.

(e) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:

(i) From counsel to the City, as to the due authorization, execution and delivery of this First Amendment and the validity, binding effect and enforceability of the Agreement as hereby amended, and such other customary matters as the Purchaser may reasonably request; and

(ii) From Bond Counsel, in customary form, an opinion to the effect that the replacement Bond has been duly authorized and validly issued, that the Resolution creates a valid lien on the Trust Estate and that interest on the Bonds is excludable from the gross income of the Owners thereof for federal tax purposes

(f) A certificate signed by an authorized representative of the City, stating that, to the best of his/her knowledge, on and as of the Amendment Effective Date (i) the City is in compliance in all material respects with all of the terms, provisions and conditions of each financial covenant and any other material provision of the Agreement and the Related Documents; (ii) all requirements and preconditions to the issuance, execution, delivery and purchase of the replacement Bonds shall have been satisfied; (iii) except as disclosed to the Bank in writing there has been no event or occurrence which has caused or might reasonably be anticipated to cause a material adverse effect on the City, the Trust Estate or the ability of the City to perform its obligations under the Related Documents or which may adversely affect the consummation of the transactions contemplated by the Agreement and the Related Documents; provided, however, the Purchaser acknowledges the existence of the "COVID-19 Pandemic" and the fact that it has had, and may in the future have, an adverse impact on the City; (iv) except for representations made with respect to a specific date, each of which was true and correct as of such specific date, each representation and warranty on the part of the City contained in the Agreement and the Related Documents is true and correct as though made on and as of the Amendment Effective Date, (v) no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this First Amendment or the Resolution described in paragraph(a) of this Article; and (vi) no petition by or against the City has at any time been filed under the Bankruptcy Code or under any similar Law.

(g) Evidence that the Obligor Rating shall be not less than "AA-" in the case of S&P, "AA-" in the case of Fitch and "Aa3" in the case of Moody's.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered as of the date and year first written above.

CITY OF GAINESVILLE, FLORIDA

By: _____
Name: Claudia Rasnick
Title: Utility Chief Financial Officer

APPROVED AS TO FORM AND LEGALITY

By: _____
Name: Nicole M. Shalley, Esq.
Title: City Attorney

[Signatures continued on next page]

[Signature page of First Amendment to Continuing Covenant Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Patrick Hennessey
Senior Vice President

EXHIBIT A

FORM OF INVESTOR LETTER

[DATE OF PURCHASE]

U.S. Bank National Association

City of Gainesville, Florida

**CITY OF GAINESVILLE, FLORIDA
Variable Rate Utilities System Revenue Bonds
2017 Series B**

Ladies and Gentlemen:

[PURCHASER] (“Purchaser”) has agreed to purchase the above-referenced bonds (the “Bonds”) in the amount of [AMOUNT]. The Bonds have been issued by the City of Gainesville, Florida (the “City”). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution No. 170404 adopted by the City on September 21, 2017, as amended. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.

2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

4. The Purchaser is a commercial bank and a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”), having capital and surplus of \$5,000,000,000 or more and is able to bear the economic risks of such investment.

5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bonds. The Purchaser has made its own inquiry and analysis with respect to the City, the Project, the Bonds

and the security therefor, and other material factors affecting the security for and payment of the Bonds.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the City, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Bonds and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds.

7. The Purchaser understands that the Bonds (i) are not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) are not listed on any stock or other securities exchange, and (iii) carry no rating from any credit rating agency.

8. The Bonds are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds in Authorized Denominations, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

(a) that is an affiliate of the Purchaser;

(b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of such sale, transfer or distribution, of \$5,000,000,000 or more who executes an investor letter substantially in the form of this letter.

[PURCHASER]

By _____
Name _____
Title _____

