



FLORIDA DEVELOPMENT FINANCE
CORPORATION

**BOARD OF DIRECTORS MEETING
WEDNESDAY, JANUARY 11, 2023
2:00 PM EST**

PHYSICAL MEETING LOCATION

**FLORIDA DEVELOPMENT FINANCE CORPORATION
156 TUSKAWILLA ROAD
SUITE 2340
WINTER SPRINGS, FL 32708**

(OR)

Zoom Meeting

Join on your computer or mobile app

<https://us06web.zoom.us/j/84514247461?pwd=M0dYaUdOV2lDM1ZMdlJaMUfKSGo2dz09>

Meeting ID: 845 1424 7461

Passcode: 352853

Or call in (audio only)

1-646-558-8656

Meeting ID: 845 1424 7461

Passcode: 352853

**FLORIDA DEVELOPMENT FINANCE CORPORATION
BOARD OF DIRECTORS MEETING
JANUARY 11, 2023
2:00 PM EST**

AGENDA

- I. Call to Order, Declaration of Quorum (Chair)
- II. Sunshine Notice (Jennifer Jenkins)
- III. Public Comment (Jennifer Jenkins)
- IV. Approval of Meeting Minutes (Chair)
 - A. None
- V. Current Business
 - A. Bond Resolution No. 23-01 – Treasure Coast Food Bank (Jeremy Niedfeldt) **(VOTE Required)**
 - B. Resolution No. 23-02 – Sustainable Energy LLC as a C-PACE Provider (Jeff Larson) **(VOTE Required)**
 - C. Bond Resolution No. 23-03 - Brightline Florida Passenger Rail Expansion (Brent Wilder) **(VOTE Required)**
- VI. New Business
 - A. None
- VII. Other Business
 - A. Staff Updates (Chair and Staff)
 - a. Policies
 - i. Conduit Issuer Policy (Chair)
 - b. Business Development and Traditional Bond Pipeline (David Rogers)
 - B. New Applications
 - i. None
- VIII. Adjourn

Florida Development Finance Corporation

Board of Directors and Appointed Officers

Board of Directors (Elected Officers)

- | | |
|--|--|
| 1. Michael DiNapoli (Chair)
Director, Office of Small and Minority Business Capital
Florida Department of Economic Development | Term expires: No Term Limit
Appointment: N/A
Confirmation: N/A |
| 2. Moshe Popack
President / CEO
YMP Real Estate | Term expires: May 2, 2024
Appointment: May 21, 2021
Confirmation: February 3, 2022
(Open Seat) |
| 3. J. Nelson Bradshaw
Northeast Florida CEO
BBVA Compass | Term expires: May 2, 2023
Appointment: September 27, 2016
Reappointment: December 9, 2019
Confirmation: March 13, 2020
(Finance No. 1) |
| 4. Taylor Smith
President and Founder
Project Finance and Development Investments, LLC | Term expires:
Appointment: May 27, 2022
Confirmation:
(Finance No. 2) |
| 5. Charbel Barakat
Regional General Counsel
D.R. Horton, Inc. | Term expires:
Appointment: May 27, 2022
Confirmation: |
| 6. J. Michael Quijano
Director of United States Key Accounts and LATAM Region
Insightec | Term expires:
Appointment: May 27, 2022
Confirmation: |
| 7. Ben Watkins
Director
Florida Division of Bond Finance | Term expires: No Term Limit
Appointment: N/A
Confirmation: N/A |

Staff (Appointed Officers)

Vacant (*Executive Director / Secretary*)
Executive Director
Florida Development Finance Corporation

Ryan Bartkus (*Deputy Executive Director / Assistant Secretary*)
Sr. Director of Programs
Florida Development Finance Corporation

Third-Party Professionals

Issuer's Counsel
Joseph B. Stanton, Esq.
Nelson Mullins Broad and Cassel

Kate Stangle, of Counsel
Nelson Mullins Broad and Cassel

Financial Advisor
Brent Wilder
Nicklas Rocca
Laura Howe
PFM Financial Advisors LLC

PACE Financial Advisor
Jeff Larson
Larson Consulting Services, LLC

Sunshine Notice
And Public Comment

Sunshine Notice (Jennifer Jenkins)

This meeting of the Florida Development Finance Corporation is being held in compliance with the “Government in the Sunshine Guidelines.” We are recording the meeting today. FDFC staff will generate meeting minutes and submit them to the Board for approval at a subsequent meeting.

Public Comment (Jennifer Jenkins)

At this time, the FDFC Board would like to open the meeting to the general public. If anyone is interested in making any comments or to address the Board on agenda items, please state your legal name, address, the agenda item and who you represent. We will allow three (3) minutes for each speaker. Are there any in attendance who wish to address the Board?

NOTICE OF MEETING

The Board of Directors for the Florida Development Finance Corporation announces a public meeting to which all persons are invited:

Date and Time: Wednesday, January 11, 2023, 2:00 PM

Location: Florida Development Finance Corporation
156 Tuskawilla Road
Suite 2340
Winter Springs, FL 32708

Via Zoom:

<https://us06web.zoom.us/j/84514247461?pwd=M0dYaUdOV2lDM1ZMdlJaMUfKSGo2dz09>

Meeting ID: 845 1424 7461
Passcode: 352853

Via Telephone: Dial-In Number: 1-646-558-8656
Meeting ID: 845 1424 7461
Passcode: 352853

Meeting: Florida Development Finance Corporation

Purpose: This meeting will discuss the following:

- Bond Resolution No. 23-01: Treasure Coast Food Bank
- Resolution No. 23-02: Sustainable Energy LLC as a C-PACE Provider
- Bond Resolution No. 23-03: Brightline Florida Passenger Rail Expansion
- Policy Update: Conduit Issuance Policy
- Business Development and Traditional Bond Pipeline

The Board may also consider any other business which may properly come before it.

If an accommodation is needed for a disability or physical impairment, please contact Jennifer Jenkins, Director, Administrative Services at (407) 712-6351 at least one (1) day prior to the activity. Persons who are hearing or speech impaired can contact the Florida Dual Party Relay System at 1-800-955-8770 (Voice) and 1-800-955-8771 (TDD).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

Site History

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Jan 04, 2023, 2:57 PM

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Dec 16, 2022, 10:48 AM

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**FLORIDA
DEVELOPMENT
FINANCE** CORP.

HOME

ABOUT



The FD FC is designated as a state-wide
for economic development purposes.

Our purpose is to assist new and exist
and not-for-profit) with access to capita
activity, job creation, and economic develop

Bond Resolution No. 23-01:
Treasure Coast Food Bank



Financial Advisor's Memorandum

Florida Development Finance Corporation

Industrial Development Revenue and Revenue Refunding Bonds (Treasure Coast Food Bank, Inc. Project), Series 2023

Prepared by: PFM Financial Advisors LLC

Date: January 11, 2023

PFM Financial
Advisors LLC

200 S. Orange Ave.
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Orlando, FL 32801

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Introduction

This report is intended to summarize the issuance by the Florida Development Finance Corporation (the “FDRC” or the “Issuer”) of its Industrial Development Revenue and Revenue Refunding Bonds (Treasure Coast Food Bank, Inc. Project), Series 2023 (the “Series 2023 Bond”), and its adherence to the FDRC’s Conduit Issuance Policy. This report also serves as the basis for the summary and conclusions from PFM Financial Advisors LLC (“PFM” or the “Financial Advisor”), the independent financial advisor to the FDRC with respect to the issuance of the Series 2023 Bond. PFM is serving solely in the role of Financial Advisor to the FDRC and is not representing Florida Treasure Coast Food Bank (the “Borrower” or “TCFB”). All information summarized in this Financial Advisor’s Memorandum is based off documents received by PFM as of the date of this report and may be subject to change. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in the Financing Agreement expected to be dated as of February 1, 2023 (the “Financing Agreement”) among the Bank Lender (as defined herein), the FDRC and the Borrower.

The Series 2023 Bond Financing Team

Below is a summary of the participants involved in the financing of the Series 2023 Bond.

Borrower:	Treasure Coast Food Bank
Borrower’s Financial & Swap Advisor:	Kosan Associates
Borrower’s Counsel:	Law Offices of David H. Trevett, P.L.
Bank Lender:	Cadence Bank
Bond & Bank Counsel:	Watson Sloane PLLC
Issuer:	Florida Development Finance Corporation
Issuer’s Counsel:	Nelson Mullins Riley & Scarborough LLP
Issuer’s Financial Advisor:	PFM Financial Advisors LLC

Purpose of the Series 2023 Bond

The Series 2023 Bond is being issued for the purpose of (i) financing the acquisition, construction and/or equipping of an approximately 100,000 square foot distribution facility and acquiring the associated 11.2 acre parcel of land located in St. Lucie County, Florida; (ii) refinancing not to exceed \$3 million in current mortgages related to two (2) of the Borrower’s existing facilities (collectively the “Project”); (iii) fund any necessary reserves; and (iii) paying certain costs of issuance related to the Series 2023 Bond. The Project will be owned and operated by the Borrower.

Treasure Coast Food Bank

The TCFB, is a Florida not-for-profit 501(c)3 that is affiliated with Feeding America, one of the largest national food bank and non-profit food distribution organizations in the country. The Borrower is headquartered in Fort Pierce and serves a 4-county area including St. Lucie, Indian River, Martin and Okeechobee counties. By the end of 2022, TCFB estimates they will distribute over 50 million meals to



families in need, including direct food donations. These donations will be provided through over four hundred (400) associated community-based organizations that deal with populations in need of assistance.

The Borrower operates a food production facility that prepares and packages meals for the local school district, along with food prep and culinary training programs for the underprivileged. The demand for TFCB's services has increased dramatically in recent years, and their current facilities are no longer able to meet the needs of the community. Currently meals are received, stored, processed and distributed out of a 35,000 square foot facility located at 401 Angle Road in Fort Pierce. Additionally, a 10,000 square foot food production facility located nearby processes and packages hot meals for distribution to schools and other non-profits.

The new 100,000 square foot facility will be owned by the Borrower and located in the Fort Pierce area. This new facility will allow for increased storage and distribution capacity, along with more efficient separation and repackaging of donated items. The Borrower also plans to retain the 10,000 square foot food production facility.

Economic Projections

The Series 2023 Bond will result in the construction of the new facilities, generating construction activity that will stimulate economic demand within the local community. The Borrower currently employs approximately sixty-one (61) employees. The Borrower expects their staffing levels to increase by approximately fifty (50) to a total of one-hundred-eleven (111) employees. Annual salaries for the new employees are expected to average \$46,000 plus benefits. Additionally, the refinancing of the prior mortgages is expected to result in approximately \$4,000 of savings per month.

Security

As security for the Series 2023 Bond, the Borrower shall provide the Bondholder with a senior lien mortgage on its three (3) properties along with assignment of rents and leases for all real estate properties taken as collateral. All real estate shall be cross-collateralized and all loan facilities with the Bondholder shall be cross defaulted.

TCFB is funded primarily through grants and contracts with various government agencies, as well as private donations in food and cash. Their operations are run according to strict USDA and other government guidelines.

The Structure

The following structure information is based on the latest preliminary numbers provided by the Bank Lender and the Bond Resolution. The Bond Resolution has established:

- Aggregate principal amount of the Series 2023 Bond shall not exceed \$30,000,000;
- On the date of issuance, the Series 2023 Bond shall bear interest at a rate not to exceed seven percent (7.0%); and
- A final maturity no later than thirty (30) years from the issue date.



Series 2023 Bond

The Series 2023 Bond is anticipated to close on or around February 7, 2023 and will be issued in an aggregate principal of approximately \$24,000,000. The bond will bear interest at a per annum rate equal to the sum of the 89.87% of 30-Day Term SOFR plus 1.80%. The Series 2023 Bond is expected to be structured for a total term of twenty-seven (27) years, featuring a twenty-five (25) year principal amortization, subject to interest only payments for the first two (2) years following the Closing Date. The Borrower is anticipated to select the option offered by the Bank Lender's Term Sheet whereby the loan shall be subject to a Put seven (7) years from the Closing Date. Principal and interest will be payable monthly. The preliminary borrowing rate as of December 28, 2022 is 5.69% (subject to change based on current SOFR rate).

The Borrower is considering the use of a hedge agreement with the Bank Lender to synthetically fix the interest rate on the Series 2023 Bond. As detailed in FDRC's Conduit Issuance Policy, if a derivative is used, the Borrower's Financial Advisor (also acting as Swap Advisor) will be required to provide a certificate regarding the appropriateness and suitability of the derivative before closing.

Credit Ratings

The Series 2023 Bond will be a private placement with the Bank Lender and will not be rated by a nationally recognized rating agency. The Borrower has not requested or applied for a rating on the Series 2023 Bond.

Minimum Denominations

In compliance with the FDRC's Conduit Issuance Policy for direct purchases or private placements, the Series 2023 Bond shall be initially issued as a single fully-registered bond in a denomination equal to the aggregate principal amount. The initial Bondholder (Cadence Bank) is a Qualified Institutional Buyer ("QIB"), within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended. The Series 2023 Bond may be sold or transferred from the original Bondholder in whole and shall only be transferred to another QIB.

Financial Covenants

A summary of the salient Financial Covenants is presented below based on information provided in the Bank Lender's Term Sheet and related financing documents:

Debt Service Coverage Ratio Requirement: The Series 2023 Bond will be subject to a minimum Debt Service Coverage Ratio Requirement of 1.10x to be tested on a quarterly basis.

The projected Debt Service Coverage Ratio after the issuance of the Series 2023 Bond (provided by the Borrower's Financial Advisor) is included as **Appendix A**. According to the preliminary proforma, the Borrower is anticipated to meet the Debt Service Coverage Ratio Requirement through and including Fiscal Year 2028.

Financial Statements: The Bank Lender has requested the following documents from the Borrower:

- Annual audited financial statements delivered within 180 days of each fiscal year end;



- Quarterly internally prepared financial statement within 45 days after the end of each quarter;
- Quarterly compliance certificate showing covenant calculations;
- Quarterly capital campaign report within 45 days after the end of each quarter;
- Annual Budget with 60 days of Fiscal Year end; and
- Such additional information that may be reasonably requested.

Additional Indebtedness: No additional indebtedness in excess of \$100,000 is allowed without prior consent of the Bank Lender.

Determination of Taxability: Upon a Determination of Taxability, the interest rate on the Series 2023 Bond will be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made effective. The Financing Agreement defines Taxable Rate as the interest rate per annum that, as calculated by the Bank Lender, shall provide the Bank Lender with the same after-tax yield that the Bank Lender would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Bank Lender as a result of such Determination of Taxability.

Estimated Sources and Uses of Funds

The estimated sources and uses of funds for the Series 2023 Bond is provided below.

Sources*:	Series 2023 Bond
Par Amount	\$24,000,000.00
Borrower Equity	4,000,000.00
Total Sources:	<u>\$28,000,000.00</u>

Uses*:	Series 2023 Bond
Refinance Debt	\$3,000,000.00
Land Acquisition	4,000,000.00
Building Construction	20,500,000.00
Costs of Issuance/Contingency	500,000.00
Total Uses:	<u>\$28,000,000.00</u>

*Preliminary, based on information provided by the Borrower's Financial Advisor.

PFM has reviewed the Series 2023 Bond estimated costs of issuance as detailed in **Appendix B**. The related issuance fees and expenses are within the range of what we have observed for similar financings of this nature, and those that have been previously approved by the FDFC.

Optional Redemption Provisions

The Series 2023 Bond may be pre-paid in whole or in part on any Business Day subject to the terms of the Financing Agreement and upon at least ten (10) Business Days' prior written notice to the Bank Lender and the Issuer specifying the amount of prepayment, without penalty. In the event the Borrower enters into a swap contract, the financing will be subject to termination costs relating to the swap.



Pricing of the Series 2023 Bond

The Series 2023 Bond is expected to be sold to Cadence Bank through a private placement. The Borrower's Financial Advisor has stated they reached out to six (6) potential lenders and received one (1) term sheet in response to their request. The Borrower deemed it to be in their best interest to proceed with the proposal they received from the Bank Lender, which they believed to be responsive to their needs at a competitive rate.

Series 2023 Bond Investor

The Bank Lender will certify, among other things, that it is a QIB, and that the Series 2023 Bond is being held for its own account as a long-term investment, without a present intent to sell or transfer the Series 2023 Bond. Cadence Bank agrees that it will not sell, transfer, or assign or otherwise dispose of all or any portion of the Series 2023 Bond except to another QIB.

Continuing Disclosure Requirements

The Series 2023 Bond will not be registered with The Depository Trust Company or any other securities depository and will not be subject to any continuing disclosure requirements.

Additional Annual Report Information to the Issuer

The Borrower covenants to deliver a report to the Issuer setting forth the matters described below (the "Performance Report") for seven (7) years on an annual basis, as further set forth in the Financing Agreement. The Performance Report will be solely for the use of the Issuer.

- Number of new jobs created
- Total salary of new employees
- Total number of jobs as of the date of the report, by category

Summary and Conclusions

PFM has reviewed relevant sections of the draft Financing Agreement, the draft Bond Resolution, the draft Bank Lender term sheet, preliminary financing information and certain financial information of the Borrower. PFM is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained any documents used in connection with the offer or sale of the Series 2023 Bond. PFM is an independent advisory firm and is not engaged in the business of underwriting, trading, or distributing municipal or other public securities.

Based on our review, PFM confirms the following with regard to the Series 2023 Bond and as required by the FDRC's Conduit Issuance Policy:

- The Series 2023 Bond will initially be issued as a single fully-registered bond in a denomination equal to 100% of the principal amount of the Series 2023 Bond.
- The Series 2023 Bond will be purchased by a QIB and may only be sold or transferred in whole to a QIB.



- The preliminary costs of issuance provided by the Borrower's Financial Advisor are, in our opinion, reasonable based on comparable non-rated direct bank placements for similar issues in the current market.
- The Project is expected to result in a positive economic impact and create approximately fifty (50) new jobs once complete.

The Borrower's Financial Advisor is expected to provide the "fairness" opinion required by the FDRC's Conduit Issuance Policy before the delivery date of the Series 2023 Bond.

In accordance with Section 2.8 of FDRC's Conduit Issuance Policy, if the Series 2023 Bond features an interest rate derivative (such as a cap, collar or interest rate swap) the Borrower's Financial Advisor (also serving as the Borrower's Swap Advisor) will provide a certificate regarding the appropriateness and suitability, pricing and fair market costs prior to closing.

Included with the certificate will be:

- Documentation that the Borrower's governing board has been notified, educated, and has approved the derivative product.
- Narrative on the purpose or why the derivative makes financial sense for the Borrower.
- Credit analysis / structuring / numbers / risks / fees / term sheets for the derivative.



Appendix A



Industrial Development Revenue and Revenue Refunding Bonds
(Treasure Coast Food Bank, Inc. Project), Series 2023

Preliminary Proforma Financial Information

	PROJECTED					
	2023	2024	2025	2026	2027	2028
Net Income	3,500,000	3,850,000	4,235,000	4,658,500	5,124,350	5,636,785
Depreciation	550,000	550,000	1,000,000	1,000,000	1,000,000	1,000,000
Interest	100,000	1,320,000	1,294,195	1,266,970	1,238,249	1,207,947
EBITDA	4,150,000	5,720,000	6,529,195	6,925,470	7,362,599	7,844,732
Interest	100,000	1,320,000	1,294,195	1,266,970	1,238,249	1,207,947
CPLTD	65,000	469,184	494,990	522,214	550,936	581,237
Other Debt Service	0	0	0	0	0	0
2023 Bond Debt Service	660,000	1,789,184	1,789,184	1,789,184	1,789,184	1,789,184
Debt Service Coverage	6.29	3.20	3.65	3.87	4.12	4.38



Historical Financial Information

	ACTUAL (FY ending 6/30)				
	2018	2019	2020	2021	2022
Net Income	1,195,521	784,898	851,407	3,160,671	5,477,916
Depreciation	158,009	436,156	464,896	476,219	613,763
Interest	30,159	96,164	99,607	98,793	100,000
EBITDA	1,383,689	1,317,218	1,415,910	3,735,683	6,191,679
Interest	30,159	96,164	99,607	98,793	100,000
CPLTD	102,512	67,813	63,689	65,206	65,000
Other Debt Service	132,671	163,977	163,296	163,999	165,000
2023 Bond Debt Service	0	0	0	0	0
Debt Service Coverage	10.43	8.03	8.67	22.78	37.53



Appendix B



Industrial Development Revenue and Revenue Refunding Bonds
(Treasure Coast Food Bank, Inc. Project), Series 2023

Preliminary Estimated Cost of Issuance Detail

Issuer Fees	\$74,500.00
Issuer's Counsel Fee	25,000.00
Issuer's Financial Advisor Fee	17,500.00
Bond & Bank Counsel Fee	35,000.00
Title Insurance	60,000.00
Company Counsel Fee	35,000.00
Borrower's Financial Advisor Fee	100,000.00
Bank Origination Fee	50,000.00
RE Appraisal Fee	7,000.00
Plan & Cost Review Fee	2,500.00
Inspection Fee	1,000.00
Environmental Fee	3,000.00
Survey Fee	7,000.00
Total Costs of Issuance	\$417,500.00

RESOLUTION NO. 23-01

A RESOLUTION PROVIDING FOR AND AUTHORIZING THE ISSUANCE BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION (THE "ISSUER") OF ITS INDUSTRIAL DEVELOPMENT REVENUE AND REVENUE REFUNDING BONDS (TREASURE COAST FOOD BANK, INC. PROJECT), SERIES 2023, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$30,000,000, IN ONE OR MORE TAX-EXEMPT AND/OR TAXABLE SERIES FOR THE PURPOSE OF FINANCING AND/OR REFINANCING ALL OR A PART OF THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT (AS DEFINED HEREIN), INCLUDING CERTAIN COSTS OF ISSUING THE BOND; PROVIDING THAT SAID BOND SHALL NOT CONSTITUTE A GENERAL DEBT OR LIABILITY OF THE ISSUER OR A DEBT, LIABILITY, OR OBLIGATION OF ST. LUCIE COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE REVENUES HEREIN PROVIDED; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT TO PROVIDE SECURITY FOR SUCH BOND; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE FOREGOING; AUTHORIZING THE PLACEMENT OF THE BOND TO CADENCE BANK, OR A RELATED ENTITY THERETO, AND APPROVING THE CONDITIONS OF SUCH PLACEMENT; MAKING CERTAIN OTHER APPOINTMENTS; PROVIDING FOR THE SATISFACTION OF CERTAIN CONDITIONS PRECEDENT PRIOR TO SUCH APPROVAL; AND PROVIDING CERTAIN OTHER DETAILS IN CONNECTION THEREWITH.

BE IT RESOLVED BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 288, Part X and Chapter 159, Part II, Florida Statutes, as amended, and other applicable provisions of law (the "Act").

SECTION 2. DEFINITIONS. Unless the context otherwise requires, all terms used herein in capitalized forms shall have the meanings specified in this section. Words importing the singular shall include the plural and words importing the plural shall include the singular. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Financing Agreement.

"Authorized Officer" means the Issuer's Chairperson, Vice Chairperson, Executive Director, Assistant Secretaries, and any other member of the Issuer, designated and authorized to act on behalf of the Issuer in all respects in connection with the issuance of the Series 2023 Bond.

"Bank" means collectively Cadence Bank, and/or any successors or assigns or related entities thereto.

"Bond" means the Bond of the Issuer to be designated "Florida Development Finance Corporation Industrial Development Revenue and Revenue Refunding Bond (Treasure Coast Food Bank, Inc. Project), Series 2023" in an aggregate principal amount to be mutually agreed upon by the Issuer, the Borrower, and the Bank, not to exceed \$30,000,000, substantially in the form and with the rate of interest, maturity date, and other details provided for herein and in the Financing Agreement, to be authorized and issued by the Issuer and delivered pursuant to the Financing Agreement.

"Bond Counsel" means Watson Sloane PLLC.

"Borrower" means Treasure Coast Food Bank, Inc., a Florida not for profit corporation and an organization described in Section 501(c)(3) of the Code, or related entities thereto, and any successor, surviving, resulting, or transferee Person as provided in the Financing Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the Regulations thereunder, whether proposed, temporary or final, promulgated by the Department of the Treasury, Internal Revenue Service.

"County" means St. Lucie County, Florida.

"Financing Agreement" means a Financing Agreement to be executed by and among the Issuer, the Borrower and the Bank, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

"Interlocal Agreement" means that certain Interlocal Agreement dated as of November 27, 2007, between the Issuer and St. Lucie County, Florida.

"Issuer" means the Florida Development Finance Corporation, a public body corporate and politic of the State created and validly existing under and pursuant to Chapter 288, Part X, Florida Statutes, as amended, and its successors and assigns.

"Person" or words importing persons means firms, associations, partnerships (including, without limitation, general and limited partnerships), joint ventures, limited liability companies, corporations, societies, estates, trusts, public or governmental bodies, other legal entities, and natural persons.

"Project" means the project of the Borrower described in Section 3(C) of this Resolution.

"Proposal" means the commitment letter from the Bank to the Borrower, accepted by the Borrower on July 27, 2022 , as may be amended and supplemented from time to time.

"Secretary" means both the Secretary and any Assistant Secretary or Acting Secretary of the Issuer unless specifically indicated otherwise.

"State" means the State of Florida.

SECTION 3. FINDINGS. The Issuer hereby finds, determines and declares as follows:

A. The Issuer is a public body corporate and politic and a public instrumentality of the State created and validly existing under and pursuant to Chapter 288, Part X, Florida Statutes, as amended. As such, the Issuer is duly authorized and empowered by the Act to provide for the issuance of and to issue and sell the Bond, for the purpose of financing or refinancing all or any part of the cost of any "project," (as the quoted term is described in Section 159.27, Florida Statutes), including land, rights in land, buildings and other structures, machinery, equipment, appurtenances and facilities incidental thereto, and other improvements necessary or convenient therefore, in order to promote the industrial economy of the County, increase and preserve opportunities for gainful employment and purchasing power, improve the prosperity and welfare of the State and its inhabitants, and otherwise contribute to the prosperity, health, and welfare of the County, and the inhabitants thereof.

B. The Issuer has previously entered into an Interlocal Agreement with St. Lucie County, Florida, providing for the issuance of revenue bonds by the Issuer to finance projects within the County, including the Project, the execution of which is hereby ratified and approved. Pursuant to the terms of the Interlocal Agreement, the Issuer has obtained approval by the County with respect to the Project (the "County Approval").

C. The Borrower has requested that the Issuer deliver the Bond in order to: (i) refinance not to exceed \$3,000,000 of existing debt used to finance (a) an approximately 35,000 square foot facility for the storage, repackaging, and distribution of donated food items, located at 401 Angle Road, Fort Pierce, Florida, 34947; and (b) an approximately 10,000 square feet facility for the repackaging, storage, and distribution of donated food items, located at 3051 Industrial 25th Street, Fort Pierce, Florida 34946; (ii) finance the acquisition, construction and/or equipping of an approximately 100,000 square foot facility for the purpose of receiving, storing, repackaging, and distributing donated food items, located on an approximately 11.2 acre parcel of land consisting of Parcels D and E within the Orange 95 Commerce Center, located at approximately the

intersection of Floyd Johnson Road and Jenkins Road in unincorporated St. Lucie County, Florida 34947 (collectively, the "Project"), and (iii) fund any necessary reserves, and (iv) pay certain costs of issuance related to the Bonds. The Project will be owned by the Borrower and operated by the Borrower or an affiliate, subsidiary or related entity thereof.

D. A public hearing was held by the Issuer on December 15, 2022, upon public notice published on the Issuer's website not less than seven (7) days prior to the scheduled date of such public hearing, at which hearing members of the public were offered reasonable opportunity to be heard on all matters pertaining to the location and nature of the Project, the issuance of the Bond by the Issuer and the loan of the proceeds thereof to the Borrower. The public hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bond and the location and nature of the Project. The notice was reasonably designed to inform residents of the affected governmental units of the proposed issue, stated that the Issuer would be the issuer of the Bond, stated the time and place for the hearing, and contained the information required by the Code.

E. The Issuer has initially determined that the interest on the Bond will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, based in part on a certificate to be obtained from the Borrower; and the Bond will not be issued as a "tax-exempt" bonds unless the Issuer has received a satisfactory opinion of Bond Counsel to the effect (among other things) that the interest on the Bond will be excluded from gross income for federal income tax purposes at the time of delivery of the Bond.

F. The Borrower has shown that the Project constitutes a "project" within the meaning of, and as contemplated by, the Act, and is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of, the County, shall provide or preserve gainful employment and shall serve a public purpose by advancing the economic prosperity and the general welfare of the State and its people and by improving living conditions within the State. It is desirable and will further the public purposes of the Act, and it will most effectively serve the purposes of the Act, for the Issuer to finance and/or refinance the Project and to issue and sell the Bond for the purpose of providing funds to finance and/or refinance the Project, all as provided in the documents referred to herein, which contain such provisions as are necessary or convenient to effectuate the purposes of the Act.

G. The Project is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of, the County, shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, public health, or general welfare of the State and its people, as stated in Section 159.26, Florida Statutes, as amended.

H. The County will be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom.

I. The Issuer is not obligated to pay the Bond except from the proceeds derived from the repayment of the loan by the Borrower, or from the other security pledged as described in paragraph K below and neither the faith and credit of the Issuer, nor the faith and credit or taxing power of the County, of the State, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on, the Bond. No owner or holder of the Bond shall ever have the power, directly or indirectly, to compel the exercise of the ad valorem taxing power of the County, the State, or any political subdivision thereof, for the payment of the principal of or premium, if any, or interest on, the Bond. The Issuer has no taxing power.

J. The Issuer and the Borrower will, concurrently with the issuance of the Bond, execute the documentation required for the financing and/or refinancing of the Project as contemplated hereby.

K. The Bond will be secured by: (i) an obligation of the Borrower in the Financing Agreement to make payments sufficient to pay, among other things, the principal of and premium, if any, and interest on, such Bond when and as the same shall become due, and (ii) a first mortgage, assignment of rents and security agreement securing the liens on certain property of the Borrower (the "Mortgage").

L. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required; to operate, repair, and maintain at its own expense the Project; and to serve the purposes of the Act and such other responsibilities as may be imposed under the Financing Agreement.

M. A negotiated private placement of the Bond is required and necessary and is in the best interest of the Issuer for the following reasons: the Bond will be a special and limited obligation of the Issuer payable out of moneys derived by the Issuer from the Borrower or as otherwise provided herein and will be secured by funds and assets of the Borrower; the Borrower will be required to pay all costs of the Issuer in connection with the financing; the cost of issuance of the Bond, which must be borne directly or indirectly by the Borrower, would most likely be greater if the Bond is sold at public sale by competitive bids than if the Bond is sold at negotiated sale, and there is no basis, considering prevailing market conditions, for any expectation that the terms and conditions of a sale of the Bond at public sale by competitive bids would be any more favorable than at negotiated sale; because prevailing market conditions are uncertain, it is desirable to sell the Bond at a predetermined price; and revenue bonds having the

characteristics of the Bond are typically sold at negotiated sale under prevailing market conditions.

N. The Bank has provided, or prior to the issuance of the Bond will provide, to the Issuer a disclosure statement containing the information required by Section 218.385(6), Florida Statutes.

O. The Bank has submitted a proposal to make a loan as evidenced by the Bond for its own account pursuant to the Proposal; however, the Bank reserves the right to sell or transfer the Bond at a future date subject to any state and federal laws.

P. The costs of the Project will be paid from the proceeds of the sale of the Bond in accordance with the terms of the Financing Agreement, and these costs constitute costs of a "project" within the meaning of the Act.

Q. It is in the best interest of the Issuer to award the placement of the Bond to the Bank pursuant to the terms of the Proposal.

R. All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State, including the Act, have been complied with.

SECTION 4. FINANCING OF PROJECT AUTHORIZED. The acquisition, construction and/or equipping of the Project and the financing and/or refinancing thereof is hereby authorized.

SECTION 5. AUTHORIZATION OF BOND. For the purpose of paying the costs of the Project and paying certain costs of issuing the Bond, subject and pursuant to the provisions hereof and the Financing Agreement, the issuance of the Bond, not exceeding the aggregate principal amounts set forth in the definitions in Section 2 hereof, is hereby authorized; provided, however, that no series of bonds shall be issued unless and until:

A. The Financing Agreement shall have been executed and delivered by the Borrower to the Issuer and the Bank; and

B. Bond Counsel shall have rendered its legal opinion relating to the issuance of the Bond, in form satisfactory to the Issuer, Bond Counsel and the Bank.

Subject to the placement thereof, as hereinafter provided, and payment as provided in the Financing Agreement, the Bond shall be issued in the name of and delivered to the Bank, or as otherwise directed by an Authorized Officer. The sale to the Bank of the Bond in the form and in the manner provided for in the Financing Agreement is hereby authorized, an Authorized Officer's approval of the sale to be conclusively evidenced by the execution by an Authorized Officer of the Bond to or upon the order of the Bank.

The Bond shall be dated such date, shall bear interest at such rates, shall be payable or shall mature on such date or dates (not later than thirty (30) years from the issue date), shall be subject to optional, extraordinary and/or mandatory redemption at such time or times, and upon such terms and conditions, shall be payable at the place or places and in the manner, shall be executed and delivered, shall otherwise be in such form and subject to such terms and conditions, all as provided in the Financing Agreement, as may be established by resolution of the Issuer adopted prior to the issuance of the Bond, or as may be approved by an Authorized Officer, and the authority to approve such matters is hereby expressly delegated to each Authorized Officer, with such approval to be conclusively evidenced by an Authorized Officer's execution of any documents including such terms. On the date of issuance, the Bond shall bear interest at a rate not to exceed seven percent (7.0%) per annum.

The Bond shall be issued to, and subsequent transfers shall be limited to, qualified institutional buyers, as defined in Rule 144A of the Securities Act of 1933, as amended.

As required by the Conduit Issuance Policy of the Issuer, the Financing Agreement shall include covenants of the Borrower to provide information to the Issuer regarding performance against projections to measure the performance of certain quantitative metrics for the Project, including job creation, economic development which shall specifically include (i) number of new jobs created, (ii) total salary of new employees, and (iii) total number of jobs as of the date of the report, by category. Such reporting shall be monitored for a minimum of seven years.

SECTION 6. SPECIAL OBLIGATIONS OF ISSUER. The Bond and the premium, if any, and the interest thereon shall not be deemed to constitute a general debt, liability or obligation of the Issuer, the County, the State, or of any political subdivision thereof; or a pledge of the full faith and credit of the Issuer, the County, the State, or of any political subdivision thereof; but shall be payable solely from the revenues and other security provided therefore in the Financing Agreement, and the Issuer is not obligated to pay the Bond or the interest thereon except from such sources and neither the full faith and credit of the Issuer, nor the full faith and credit or taxing power of the County, the State, or any political subdivision thereof is pledged to the payment of the principal of or the interest on the Bond. The Issuer has no taxing power.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF FINANCING AGREEMENT. As authorized by and in conformity with the Act, it is desirable and in the public interest that the Issuer loan funds to the Borrower to pay the costs of the Project, such loan to be evidenced by the Financing Agreement among the Issuer, the Bank, and the Borrower (a proposed form of which is attached hereto as Exhibit A) and that the execution and delivery of the Financing Agreement is hereby authorized. The form of the Financing Agreement is hereby approved, subject to such changes, insertions, omissions and filling of blanks therein as may be approved and

made in the form of the Financing Agreement, including any changes, insertions, or omissions recommended by Bond Counsel or counsel to the Issuer, by any Authorized Officer executing the same and by the Borrower, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of any such approval.

SECTION 8. ASSENTS, ACCEPTANCE AND APPROVALS; ACTIONS. The Issuer hereby authorizes and directs any Authorized Officer to execute (by manual or facsimile signature) and deliver the Financing Agreement and all documents contemplated thereby (including, but not limited to, tax compliance certificates and an informational tax return), with such changes, insertions, omissions and filling of blanks as may be approved by an Authorized Officer, such approval to be presumed by his execution thereof. Each Authorized Officer is hereby designated as an agent of the Issuer in connection with the issuance and delivery of the Bond, and is authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, opinions, documents, or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Financing Agreement which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the Bond heretofore taken by the Issuer.

SECTION 9. GENERAL AUTHORITY. The members of the Issuer and its officers, employees, and agents acting on behalf of the Issuer 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 Bond and the Financing Agreement 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, or as may be requested by the Bank or the Borrower.

SECTION 10. SEVERABILITY OF INVALID PROVISIONS. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Resolution, and this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Resolution is adopted and the Financing Agreement shall be executed, and the Bond shall be issued, with the intent that the laws of the State shall govern their construction, except as shall otherwise be expressly provided by the terms thereof.

SECTION 11. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation, or agreement herein contained, or contained in the Bond, the documents referred to herein, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Bond, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation, or

agreement of any member, officer, employee, or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Bond, any document referred to herein, or any certificate or other instrument to be executed in connection with the issuance of the Bond shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 12. NO THIRD-PARTY BENEFICIARIES. Except as otherwise expressly provided herein, in the Bond or the documents referred to herein, nothing in this Resolution, the Bond, or the documents, express or implied, is intended or shall be construed to confer upon any person, firm, corporation, or other organization, other than the Issuer, the Borrower, and the Bank any remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bond or the documents, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower, and the Bank.

SECTION 13. REPEALING CLAUSE. All resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 14. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

[Signature Page to Follow]

PASSED AND ADOPTED this ____ day of January 2023.

**FLORIDA DEVELOPMENT FINANCE
CORPORATION**

By: _____

Name:

Title:

EXHIBIT A

FORM OF FINANCING AGREEMENT

(Provided as a link in email sent)

Resolution No. 23-02: Sustainable Energy
LLC as a C-PACE Provider

December 16, 2022

Memorandum

To: Mr. Ryan Bartkus, Senior Director
Florida Development Finance Corporation (“FDFC”)

From: Jeff Larson, President, Larson Consulting Services, Orlando
Financial Advisor to FDFC PACE Program

Re: Sustainable Equity LLC, as a proposed FDFC CPACE Administrator

Ryan, please allow this memo to serve as our due diligence comments regarding Sustainable Equity LLC (“the Company”). Following your email introduction to the Company on November 11th, we had the opportunity to have our initial due diligence call on November 14th with Company management and subsequent follow up emails and discussions. As requested, we have subsequently received additional material from Mr. DeLear on both his and Mr. Rezex’s backgrounds in PACE, banking and mortgage businesses, and their prior experience while at other firms on CPACE transactions.

Please allow this memo to serve as a summary of those discussions.

We understand that the Company is being recommended by Staff via a Resolution to the Board as a CPACE Administrator at the January 11, 2023 Board meeting. LCS supports this recommendation.

Background

Sustainable Equity LLC was formed by its founder and owner in October 2022. Its management team is noted below:

Byron DeLear, Founder and Owner
Abraham Rezex, Senior Managing Partner
John Caleb Bell, Esq., Outside PACE Counsel, Bricker & Eckler, Ohio

Management is providing the initial capital for the company. Key management brings extensive CPACE, banking and mortgage origination, structuring and placement experience. Mr. DeLear has been involved with CPACE for a number of years, having established Energy Equity Funding in 2010 and working on a number of successful CPACE financings in multiple states.

He also helped establish PACE programs in a number of states (Missouri, Ohio, Illinois and Arkansas), including supporting on the passing of legislation. In Florida, he worked on two academic studies on PACE with the University of South Florida’s Patel College of Global Sustainability. Mr. DeLear has also been an advocate for minority and women contractor equity and inclusion and in 2022 received the PACESetter award from PACE Nation for advancing diversity, equity and inclusion in the PACE marketplace and an NAACP Medal of Recognition. Energy Equity was sold to Ygrene Equity Fund, another FDFC approved CPACE Administrator

in 2017 and Mr. DeLear continued as Midwest Regional Executive for Ygrene overseeing commercial and residential PACE program activity prior to setting up Sustainable Equity. Mr. Rezex has around 30 years in banking and mortgage banking sectors, including time as a senior officer at numerous banks including Midlands Bank, PNC, Bank of America and Illinois National Bank.

Examples of prior CPACE closed financings as the lead program administrator/capital provider or senior member of the program administration team included 48 funded CPACE financings in Missouri for Ygrene totaling \$63 Million and other projects including:

- Hospitality Project, St. Louis, Missouri - \$10,000,000 (Angad Arts Hotel in Grand Center Arts District), 2017
- Rehabilitation Project, St. Louis, Missouri- \$613,000 (Mixed – Use Redevelopment), 2015
- Athletic Club Upgrades- St. Louis, Missouri- \$2,400,000 in energy improvements, 2015
- CWA Building, Missouri, \$265,000, Cool Roof Project, 2020
- Arkansas PACE Program- \$428,000, Lighting, Water Heating, HVAC, Window Upgrade Project
- Pullman Yards Atlanta, GA project, 2021- \$11,000,000 CPACE Financing
- Greenleaf Market & Zoom Convenience Store, \$2,730,000 CPACE financing, St. Louis, MO, 2017

Mr. Rezex has also originated and closed a number of CPACE and commercial real estate financings recently including:

- Amazon final mile, Iowa City, IA, \$28,000,000, 2020
- Toyota Motors, Portfolio Lease, Trenton, NJ, \$25,000,000
- Blue Arrow, St. Louis, MO, CPACE and other Capital financings totaling \$35,400,000, 2021-2022
- Davidson Logistics, Commercial Real Estate Financing, Earth City, MO, \$32,800,000, 2021

Management's initial Florida pipeline includes 15 EV Charging Station/Solar projects at local gasoline stations in seven counties with the same owner. Additional CPACE eligible assets could be included at these sites, with the base EV Charging Station available to the public and costing \$1 to \$2 Million. No senior lender funds would be required to close on these CPACE Note financings.

Financial Overview:

As stated earlier, we were not able to review any financials on this proposed FDFC CPACE Provider given their recent establishment in October 2022. We did review, confidentially, the financials of the Company's Founder and initial capital provider, Mr. DeLear. He has a solid balance sheet, little liabilities, and a net worth in the seven figures. Also reviewed the financials for Mr. Rezex, the other Company partner, with total assets and net worth in the eight figures.

We would further fine tune our understanding of their process once the first Term Sheet is presented to Staff for review, and then passed onto LCS to be modeled. As part of our due diligence process, we would like to have the chance to review the company's initial FYE financials when they are available, as we have suggested to the Board in a few other similar situations.

At our request, we had a separate call with the \$2.7 Billion Asset Midwestern QIB Bank Senior Executive that has already reviewed the credit on the initial Company transactions with the owner's multiple gas stations. This institution is excited to expand its "green portfolio" and sees CPACE as a Commercial and Industrial asset class that also helps them diversify away from commercial real estate. They feel comfortable with a capacity themselves to book \$50 million to \$200 million in CPACE loans, and also noted their ability to downstream a multiple of that capacity to its 25 to 30 downstream correspondent banks. This bank also has an established "FinTech" platform that could also support the Company as a Lead Bank to other comparable banks looking for this asset class. Potential deals would be reviewed by this bank prior to the Company sending out a Term Sheet, so the QIB's requirements are covered at the outset. As FDFC Notes close, they would be assigned to this bank.

General:

We discussed the current FDFC Note structure Florida assessment process and answered a number of questions from management of the Company, and their lead QIB bank. As experienced CPACE Providers prior to forming the Company, they appreciated a review of the FDFC C-PACE Program, its process, and due diligence efforts and have been very impressed with the process and procedures. The balance of the discussions was focused on LCS addressing potential structuring questions, and providing an overview of FDFC and FRED and the local Florida marketplace. We also updated them on the Public Records and Sunshine laws in the State, and agreed to introduce them to FDFC's local counsel.

RECOMMENDATION

We are comfortable in recommending Sustainable Equity LLC to you and the FDFC Board for consideration as a CPACE Provider. They are very experienced CPACE players, and some faith is placed on the partners' ability to fund company operations as deals are originated and structured to close. Subject to Board approval and the normal CPACE Documentation and financial modeling process, the Company and its initial client (and QIB bank) would be working to close the initial series of CPACE financings by the end of January. The additional dialogue with their mid- western bank funding source and joint underwriting process also provides comfort.

We plan to be available at the proposed Board meeting to support staff with any Board questions. We appreciate the opportunity to be of service.

Jeffrey T. Larson
President



CPACE Provider Summary, January 2023

Name of CPACE Company: Sustainable Equity, LLC (“Company”)

Website References: www.sustainableequity.org

Headquarters: St. Louis, MO

Senior Management Team: Byron DeLear, Owner, Founder
Abraham Rezex, Senior Managing Partner
John Caleb Bell, Esq, Outside Counsel, Bricker & Eckler

Historical Businesses: The Company was established as a Missouri Limited Liability Company by Mr. DeLear in October 2022. Mr. DeLear formed Energy Equity Funding in 2010 for CPACE business and sold that in 2017 to Ygrene Energy Fund, one of the FD FC approved CPACE Administrators. In addition to CPACE closings, management also helped design and administer PACE programs in two states. Also helped pass legislation for PACE in MO, AR and IL. Mr. Rezex brings over 25 years of banking and mortgage experience to the Company from his time at Midland States, Bank of America, PNC and Illinois National bank.

Financial Profile: Due to its newly formed nature, there are no company financials to review. LCS did review the two partner’s personal financials. Company is establishing Buy/Sell Agreements with numerous banks including a \$100 Million and \$30 Million Line with a Midwest and St. Louis banks. All credits will be underwritten at the outset by the Company and the selected QIB investor. Sufficient capital to close FD FC CPACE Note purchases, and also participate them, downstream to Midwestern community banks.

CPACE Experience: Newly formed company, but with experienced senior management. Existing pipeline of CPACE projects including Florida, with estimated revenues on deals in six counties estimated at \$500,000.

FA Comments: Experienced management team, small company, CPACE expertise. On initial deals, focus on joint underwriting confirm and placement capabilities. Initial FL transactions not expected to require a Senior Lender. We recommend.

RESOLUTION NO. 23-02

**A RESOLUTION OF THE FLORIDA
DEVELOPMENT FINANCE CORPORATION
APPROVING A PROGRAM
ADMINISTRATOR UNDER THE
CORPORATION'S COMMERCIAL
PROPERTY ASSESSED CLEAN ENERGY
(C-PACE) PROGRAM; DELEGATING
AUTHORITY TO THE CHAIRMAN,
EXECUTIVE DIRECTOR AND ASSISTANT
SECRETARIES OF THE CORPORATION TO
TAKE FURTHER ACTIONS WITH RESPECT
THERE TO; AND PROVIDING FOR AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION
AS FOLLOWS:**

SECTION 1. AUTHORITY. This Resolution of the Florida Development Finance Corporation (the “Corporation”) is adopted pursuant to the provisions of the Florida Development Finance Corporation Act of 1993, as amended and supplemented (the “FDFC Act”), Section 163.01, Florida Statutes, Section 163.08, Florida Statutes, as amended (the “Florida PACE Act”), and other applicable provisions of law (collectively, the “Act”).

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

(A) The Corporation is a public body corporate and politic, a public instrumentality and a local agency, and is duly empowered and authorized by the Act to issue revenue bonds and other debt obligations (the “Bonds”) to provide funds for financing the cost of Qualifying Improvements (as defined in the Florida PACE Act), which generally include renewable energy, energy efficiency and conservation and wind resistance improvements to real property.

(B) Sustainable Equity LLC, a Missouri limited liability company (“Sustainable Equity”), has applied to the Corporation to serve as a Program Administrator under the Corporation's Commercial PACE Program (the “C-PACE Program”) and the Corporation staff and financial advisor to the Corporation have undertaken due diligence with respect to Sustainable Equity and its operations and determined to recommend Sustainable Equity to the governing board

of the Corporation as a Program Administrator, subject to Sustainable Equity's agreement to comply with the applicable provisions of the Florida PACE Act and the Corporations applicable Policies.

SECTION 3. APPROVAL OF PROGRAM ADMINISTRATOR. The Corporation hereby approves Sustainable Equity as a Program Administrator under its C-PACE Program and authorizes its Chairman, Executive Director and/or Assistant Secretary (each an "Authorized Representative") to negotiate, execute and deliver a Program Administrator Agreement with Sustainable Equity to provide such services to the Corporation.

SECTION 4. DELEGATION OF GENERAL AUTHORITY. The Chairman and Executive Director are further authorized to (i) take any such actions and incur such reasonable expenses as are deemed appropriate to comply with this Resolution, and (ii) engage such professionals, including counsel, and advisors that are required by the Corporation for the purposes of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective as of its date of adoption.

Adopted on January 11, 2023

FLORIDA DEVELOPMENT FINANCE CORPORATION

Chairman

Bond Resolution No. 23-03: Brightline
Florida Passenger Rail Expansion



Financial Advisor's Memorandum

Florida Development Finance Corporation

Revenue Bonds (Brightline Florida Passenger Rail Expansion Project),
Series 2023A (Green Bonds)

Prepared by: PFM Financial Advisors LLC

Date: January 11, 2023

PFM Financial
Advisors LLC

200 S. Orange Ave.
Suite 760
Orlando, FL 32801

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Introduction

This report is intended to summarize the issuance by the Florida Development Finance Corporation (the “FDFC” or the “Issuer”) of its Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2023A (Green Bonds) (the “Series 2023A Bonds”) and its adherence to the FDFC’s Conduit Issuance Policy. This report also serves as the basis for the summary and conclusions from PFM Financial Advisors LLC (“PFM” or the “Financial Advisor”), the independent financial advisor to the FDFC with respect to the issuance of the Series 2023A Bonds. PFM is serving solely in the role of Financial Advisor to the FDFC and is not representing Brightline Florida Holdings LLC (the “Borrower” or “Brightline”). All information summarized in this Financial Advisor’s Memorandum is based off documents received by PFM as of the date of this report and may be subject to change. Unless otherwise noted, all capitalized terms herein shall have the meanings assigned to them in the Indenture of Trust dated as of August 25, 2022 and the First Supplemental Indenture of Trust expected to be dated as of January 1, 2023, by and between Deutsche Bank National Trust Company (“Trustee”) and the Issuer. The execution and delivery of the Indenture of Trust has been duly authorized by Resolution No. 21-27 adopted by the Issuer on December 3, 2021, Resolution No. 22-02 adopted by the board of directors of the Issuer on February 3, 2022, Resolution No. 22-20 adopted by the board of directors of the Issuer on June 15, 2022, and Resolution No. 22-24 adopted by the board of directors of the Issuer on August 8, 2022.

The Series 2023A Bonds Financing Team

Below is a summary of the participants involved in the financing of the Series 2023A Bonds.

Borrower:	Brightline Florida Holdings LLC or one or more affiliates
Borrower’s Financial Advisor:	N/A
Sponsor:	Fortress Investment Group, LLC
Borrower’s Counsel:	Skadden, Arps, Slate, Meagher & Flom LLP
Management Company:	Brightline Management LLC
Parent Company:	Florida East Coast Industries LLC
Bond Counsel:	Greenberg Traurig, P.A.
Senior Underwriter/Placement Agent:	Morgan Stanley & Co LLC
Underwriter’s Counsel:	Mayer Brown LLP
Issuer:	Florida Development Finance Corporation
Issuer’s Counsel:	Nelson Mullins Riley & Scarborough LLP
Issuer’s Financial Advisor:	PFM Financial Advisors LLC
Trustee:	Deutsche Bank National Trust Company
Trustee’s Counsel:	Holland & Knight LLP



Purpose of the Series 2023A Bonds

The proceeds of the sale of the Series 2023A Bonds will be loaned to the Borrower to, directly or indirectly, (i) refund the Issuer's outstanding \$215,000,000 of Revenue Bonds (Florida Passenger Rail Expansion Project), Series 2021A Bonds (the "Series 2021A Bonds" or "Refunded Bonds") that remain in escrow and feature a Mandatory Tender Date of April 4, 2023, (ii) finance and refinance a portion of the costs incurred or that may be incurred related to the Project, (iii) fund the debt service and other reserves related to the financing for the Project (defined below), (iv) fund capitalized interest on the Series 2023A Bonds (through the Scheduled Mandatory Tender Date), and (v) pay the costs of issuance and the Underwriter's fee related to the Series 2023A Bonds.

The Project consists of the development, design, acquisition, construction, installation, equipping, ownership, operation, maintenance and administration of a privately owned and operated intercity passenger rail system extending from Miami to Tampa, Florida, with passenger trains capable of operating thereon at top speeds in excess of 150 miles per hour, and with stations located or potentially located in Miami, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach, Orange County and Tampa, Florida, and elsewhere upon the rail corridor.

Notwithstanding anything in this Supplemental Resolution to the contrary, (i) no portion of the proceeds of the Series 2023A Bonds will be used or applied, directly or indirectly, to fund any portion of the design, permitting, engineering, construction or other costs of any portion of the Project extending from Orlando International Airport to Disney Springs, Florida, (ii) no more than \$20,000,000 of the proceeds of the Series 2023A Bonds and any other bonds issued pursuant to the Prior Resolution will be used or applied, directly or indirectly, to fund the portion of the Project extending from the theme park region of Orlando to Tampa, Florida, and any amounts spent on such portion of the Project may only be spent on costs related to the permitting, engineering and/or design of such portion of the Project, and (iii) the Indenture(s) and the Loan Agreement(s), or supplements thereto related to the Series 2023A Bonds, will specifically so provide.

Brightline Florida Holdings LLC

Brightline Florida Holdings LLC, together with its affiliates, is currently constructing Phase II of a privately owned and operated high speed intercity passenger rail service running 235 miles between Miami and Orlando, Florida. The Borrower has plans to continue the rail line from Orlando an additional 84 miles to Tampa (Phase III), for a total distance of approximately 337 miles with top speeds in excess of 150 mph along certain portions of the route. The Borrower is owned by Florida East Coast Industries, LLC, a diversified transportation, infrastructure and commercial real estate company owned by funds managed by Fortress Investment Group, LLC. The Borrower expects to fund the remaining cost for substantial completion of the Project with proceeds from a combination of the Series 2023A Bonds, available funds and an equity contribution. They do not expect to incur any other additional debt to cover the cost to complete construction of the Project.

Since commencement of construction in 2019, the Project has expanded in scope and projected ridership. Originally contemplated as a four (4) station, standalone, intercity passenger rail system from Miami to Orlando, the Project now includes six (6) stations strategically located in the most vibrant



business, leisure and residential centers in Florida and is expected to be integrated with a frequent commuter service with convenient interchange locations to feed the express intercity service. The Project, originally projected, based on the 2018 Ridership and Revenue Study, to serve 6.9 million passengers and generate \$542 million in ticket revenue by 2025, is now projected to serve 7.9 million annual passengers and generate \$634 million in ticket revenue.

Brightline's rail service runs along existing transportation corridors including 195 miles of an existing rail corridor that is presently utilized for freight rail service by the Florida East Coast Railway and approximately 40 miles of an existing highway corridor that will connect directly to the Orlando International Airport. In 2018, Brightline launched Phase I of its service connecting Miami, Ft. Lauderdale and West Palm Beach. During its first full year of service, Brightline reports that its rail service carried over one-million passengers.

Brightline suspended its service in March 2020 due to the COVID-19 pandemic and resumed service on November 8, 2021. By the first quarter of 2022 ridership reportedly exceeded pre-pandemic ridership of the comparable period in 2019. September 2022 ticket revenue was 42% higher than June 2019, with ridership up 15% to 92,304 passengers and average ticket fares up 23%. Passholders increased 54% in September 2022 compared to September 2019. Rides by passholders were up 86% during the same period, demonstrating a trend back toward normal commuting patterns supported by reduced fares as Brightline promote the product. Brightline expects this trend to continue and has ordered an additional 20 rail cars to support the increased demand. Included as **Appendix A** are future ridership and financial projections provided by Brightline.

Phase II will extend the project to Orlando and was more than 88% complete as of September 2022. Phase II construction is currently anticipated to be completed in the first quarter of 2023 with ridership anticipated to begin once FRA testing is completed. Design for the continuation of the rail line to Tampa has commenced. On June 1, 2022, the U.S. Department of Transportation approved a \$15.9 million grant to support the preliminary engineering activities and environmental approvals required for the revised Tampa extension alignment.

The Borrower currently owns and operates five stations in Miami, Aventura, Fort Lauderdale, Boca Raton and West Palm Beach, Florida. The Orlando station that is expected to be substantially complete in the first quarter of 2023 and will be integrated into the Orlando International Airport's new South Terminal. It will be owned by the Greater Orlando Airport Authority and leased to the Borrower.





The Borrower has indicated that they have contributed a total of \$2.1 billion worth of equity in the form of cash and corridor into the railway project to date.

The Borrower has previously issued the following financings through the FDFC:

- **Surface Transportation Facility Revenue Bonds (Brightline Passenger Rail Project – South Segment), Series 2017**
 - o Original Par Amount: \$600,000,000
 - o Outstanding Par Amount: \$0 (*Refunded by Series 2019A Bonds*)
- **Surface Transportation Facility Revenue Bonds (Virgin Trains USA Passenger Rail Project), Series 2019A, A-1**
 - o Original Par Amount: \$1,750,000,000
 - o Outstanding Par Amount: \$1,750,000,000
- **Surface Transportation Facility Revenue Bonds (Brightline Florida Passenger Rail Project), Series 2019B (Green Bonds)**
 - o Original Par Amount: \$950,000,000
 - o Outstanding Par Amount: \$950,000,000
- **Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2021A**
 - o Original Par Amount: \$500,000,000
 - o Outstanding Par Amount: \$215,000,000
 - *\$285 million was previously remarketed by the Series 2021A-1 Bonds*
 - *\$215 million outstanding portion to be refunded by Series 2023A Bonds, previously remarketed on July 1, 2022*
- **Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2021A-1 (Re-marketing)**
 - o Original Par Amount: \$285,000,000
 - o Outstanding Par Amount: \$0 (*Refunded by Series 2022A Bonds*)
- **Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2022A (Green Bonds)**
 - o Original Par Amount: \$770,000,000
 - o Outstanding Par Amount: \$770,000,000

In addition to the financings above, the Borrower has also raised \$400 million through taxable debt and has drawn on \$185 million in the form of bank credit facilities and term loans as of July 2022.

Economic Projections

The Borrower expects for the Project to continue having immediate positive impacts on local, state, and national levels. Brightline currently employs four-hundred-forty-five (445) full-time equivalent employees, thirty-six (36) of which are in support of matters unrelated to the Project. In addition to spurring further economic development, the Project is expected to result in an additional one-hundred-seventy-two (172) full-time equivalent jobs, not including the forty-four (44) jobs added since August 2022. In total, the Borrower projects five-hundred-eighty-one (581) employees supporting the Project. Through their



construction work, Brightline has furthermore created over six-million labor hours to date, with 600-1,000 workers on site every day.

Security

The Borrower is obligated under the Loan Agreement to pay or cause to be paid to the Trustee amounts sufficient to pay, when due, the principal and purchase price of and interest on the Series 2023A Bonds and other amounts required by the Indenture of Trust. The Borrower will be dependent on equity contributions, distributions from the Project Owner (Brightline Trains Florida LLC) or other liquidity events (including any Commuter Financing) to pay principal and purchase price of and interest on the Series 2023A Bonds, except that interest on the Series 2023A Bonds through the Scheduled Mandatory Tender Date will be paid from the Series 2023A Funded Interest Account (capitalized interest) under the Indenture of Trust.

The Borrower's obligations to make such payments will be guaranteed pursuant to guarantees executed by the following direct and indirect subsidiaries of the Borrower: MDC Commuter, BRWD Commuter, BL Florida Commuter and BL Expansion (collectively, the "Guarantors"). The Borrower and the Guarantors will be the sole revenue source for the repayment of the Series 2023A Bonds. No affiliate or equity holder of the Borrower will have any liabilities with respect to the Series 2023A Bonds, other than the Guarantors, and neither their credit nor their assets will support the Series 2023A Bonds, other than the Collateral.

To further secure the obligations in respect of the Series 2023A Bonds, the Borrower and the Guarantors will enter into the following agreements: (i) a pledge agreement by the Borrower in respect of all of the equity interests in BL Florida Commuter and AAF Operations Holdings, (ii) a pledge agreement by BL Florida Commuter in respect of all of the equity interests in BL Expansion, (iii) a pledge agreement by BL Expansion in respect of all of the equity interests of MDC Commuter and BRWD Commuter, (iv) a security agreement by MDC Commuter, granting a security interest in and lien on substantially all of its personal property, whether now owned or hereafter acquired, including its interests in the MDC Commuter Access Rights, and (v) a security agreement by BRWD Commuter, granting a security interest in and lien on substantially all of its personal property, whether now owned or hereafter acquired, including its interests in the BRWD Commuter Access Rights. In connection with the grant of security in the Commuter Access Rights, the Project Owner will execute and deliver to the Trustee acknowledgments of the collateral assignment of such Commuter Access Rights.

See **Appendix B** for an overview of the Borrower's organizational structure.

Remarketing of the Series 2023A Bonds

The Series 2023A Bonds are expected to have a final maturity of not later than 35-years, but will initially bear interest in the Term Rate Mode through October 3, 2023 (the "Term Rate Period") which is coterminous with the Mandatory Tender Date of the Series 2022A Bonds. On or before the end of the Term Rate Period, the bonds will be remarketed or converted to a new interest rate mode. It is expected that the Series 2023A Bonds and the Series 2022A Bonds will be remarketed by Morgan Stanley & Co. LLC at or prior to the end of the initial Term Rate Period.



The Series 2023A Bonds will be subject to mandatory tender for purchase and conversion to a new Term Rate Period or a new Mode (i) on the Scheduled Mandatory Tender Date (anticipated to be October 3, 2023), (ii) upon the conversion of the Series 2023A Bonds to a new interest rate mode, and (iii) on the first Business Day following a Termination Event. In addition, the Series 2023A Bonds will be subject to mandatory tender for purchase, in whole or in part, on the first Business Day following the closing date of a Commuter Financing.

When the Borrower elects to remarket the Series 2023A Bonds the structure will be presented to the Issuer's Board for consideration and approval.

The Structure

The following structure information is based on the latest preliminary numbers provided by the Underwriter and the Supplemental Bond Resolution. The Supplemental Bond Resolution has established:

- Aggregate principal amount of the Series 2023A Bonds shall not exceed \$215,000,000;
- Underwriting fee or discount or placement agent fee not in excess of two percent (2.0%) of the initial par amount of the Series 2023A Bonds; and
- A not to exceed final maturity of 35-years from the date of issuance; and

The Series 2023A Bonds are expected to initially bear interest at the Term Rate from their date of issuance to, but not including, the earlier of the Scheduled Mandatory Tender Date (October 3, 2023) and the conversion of the Series 2023A Bonds to a new interest rate mode. Interest will be payable on the applicable tender or conversion date. Thereafter, the Series 2023A Bonds may be converted to a new interest rate mode to be determined from time to time upon and after the mandatory tender and remarketing. The Series 2023A Bonds shall feature a final maturity date of July 1, 2057.

In addition, the Series 2023A Bonds shall be subject to mandatory tender for purchase, in whole or in part, on any Business Day not later than 12 days following the closing date of a Commuter Financing with respect to any Commuter Rail Access Rights, but only to the extent of the Net Commuter Proceeds available from such Commuter Financing, at a purchase price equal to the applicable redemption price on such date, plus accrued interest to but not including the Mandatory Tender Date.

The Series 2023A Bonds are currently planned to be issued through a limited public offering. The Borrower is also requesting the ability to directly place the bonds with an individual investor, or limited amount of investors. The method of sale will be dependent on which option the Borrower deems most favorable based on the current market conditions at the time of sale.

Credit Ratings

The Borrower has not applied for a bond rating for the Series 2023A Bonds. Based on the currently contemplated credit structure for the subsequent re-marketing of the Series 2023A Bonds, the portion of the Bonds supported by payments from Miami-Dade and Broward counties are expected to be high investment grade over time, though may be unrated initially upon remarketing. The remaining portion may or may not be investment grade, and may or may not be rated.



Minimum Denominations

The Series 2023A Bonds initial investors will be limited to Qualified Institutional Buyers (“QIBs”) within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, and minimum denominations shall be \$250,000 and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). The Series 2023A Bonds shall only be transferred or sold to QIBs in Authorized Denominations.

The above mentioned Authorized Denominations and investor/transfer restrictions shall be in effect unless and until: (i) the Trustee has received a municipal bond insurance policy or other form of credit enhancement securing payment of principal and interest on the Series 2023A Bonds, provided that the policy provider or credit enhancer is rated in one of the three highest categories by a Nationally Recognized Rating Agency and such insurance policy or credit enhancement has a term not less than the final maturity of the Series 2023A Bonds (or, if shorter, may be drawn upon in full upon its expiration), or (ii) a Nationally Recognized Rating Agency has assigned the Series 2023A Bonds an Investment Grade Rating, without any form of third party credit enhancement, and the Issuer’s Board has approved a change to the Authorized Denominations or the investor transfer restrictions.

Redemption Provisions

During the Term Rate Period described herein, the Series 2023A Bonds are not subject to redemption prior to the Earliest Optional Mode Change Date. On or after the Earliest Optional Mode Change Date the Series 2023A Bonds are anticipated to be subject to redemption at the option of the Borrower, in whole or in part. The Redemption Price (if any) for the optional redemption is expected to be established closer to the pricing date.

Pricing of the Series 2023A Bonds

The Series 2023A Bonds are expected to price through a limited public offering or private placement. Due to the Borrower not engaging a financial advisor, it is anticipated that PFM will provide the fairness opinion related to the Series 2023A Bonds. PFM will monitor the pricing of the Series 2023A Bonds and confirm the financing parameters established in the Supplemental Bond Resolution have been met.

Series 2023A Bonds Investors

The original Investors will provide an Investor Letter at closing certifying, among other things, that they are a QIB, and that the Series 2023A Bonds are being held for its own account as a long-term investment. Pursuant to the terms of the draft Indenture of Trust, the Series 2023A Bonds may only be sold or transferred to QIBs in Authorized Denominations of \$250,000 and any integral multiple of \$5,000 in excess thereof.



Estimated Sources and Uses of Funds

An estimated breakdown of the sources and uses of the Series 2023A Bonds is summarized below:

Sources^{(1):}	Series 2023A Bonds
Borrower Private Activity Bonds ⁽²⁾	\$215,000,000.00
Additional Equity Contribution	10,000,000.00
GOAA Letter of Credit Returned ⁽³⁾	10,000,000.00
Total Sources:	<u>\$235,000,000.00</u>

Uses^{(1):}	Series 2023A Bonds
Construction Costs & Project Financing Reserve Requirements	\$215,000,000.00
Funded Interest (Borrower PABs, net) ⁽⁴⁾	15,000,000.00
Financing Fees ⁽⁵⁾	5,000,000.00
Total Uses:	<u>\$235,000,000.00</u>

1. Sources and Uses: Subject to change. The totals presented herein may not sum due to rounding.
2. Proceeds of the Series 2023A Bonds will be used to refund the Series 2021A Bonds, the proceeds of which are currently held in escrow and will be released upon repayment in full of the Series 2021A Bonds.
3. Includes expected release of letter of credit upon commencement of Orlando revenue service.
4. Funded Interest (Borrower PABs, net): An amount equal to all interest payments on Borrower Private Activity Bonds due on the scheduled mandatory tender date.
5. Financing Fees: Includes original issue discount, underwriting fees, legal fees, accounting expenses, and other offering expenses.

A detailed breakdown of the estimated costs of issuance for the Series 2023A Bonds will not be available until we are closer to the pricing date. PFM will review the costs of issuance when available to confirm they are within the range of what has been observed for the Borrower's previous financings.

Continuing Disclosure Requirements

The Borrower will enter into a Continuing Disclosure Agreement as required by SEC Rule 15c2-12 with Digital Assurance Certificate, L.L.C. as Dissemination Agent.

Additional Annual Report Information to the Issuer

The Borrower covenants to deliver a report to the Issuer setting forth the Project's performance against the projections, of the matters described below (the "Performance Report") for a minimum of seven (7) years on an annual basis, as further set forth in the Loan Agreement. The Performance Report will be solely for the use of the Issuer. These annual reporting requirements are expected to include updates on:

- Number of new jobs created



- Total salary of new employees

Summary and Conclusions

PFM has reviewed relevant sections of the draft Preliminary Limited Offering Memorandum (the “PLOM”), draft Third Supplemental Bond Resolution, draft First Supplemental Loan Agreement, draft First Supplemental Indenture of Trust, Preliminary Financing Numbers and certain financial information provided by the Borrower. PFM is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in the draft PLOM or any other documents used in connection with the offer or sale of the Series 2023A Bonds. PFM is an independent advisory firm and is not engaged in the business of underwriting, trading, or distributing municipal or other public securities.

Based on our review, PFM confirms the following with regard to the Series 2023A Bonds and as required by the FDFC’s Conduit Issuance Policy:

- The Series 2023A Bonds are expected to be sold via public offering or direct placement structured with minimum denominations sized to \$250,000 and any integral multiple of \$5,000 in excess thereof.
- The Series 2023A Bonds will not be rated and will be limited to QIBs.
- Establishment and maintenance of the “Green Bond” designation will be the sole responsibility of the Borrower and not FDFC.
- The preliminary costs of issuance are expected to be provided by the Underwriter on a date closer to the pricing of the Series 2023A Bonds and will be reviewed by PFM to confirm they are within the range of what has been observed for the Borrower’s previous financings.
- The Project is expected to result in the creation of 172 full-time equivalent additional jobs, not including the 44 jobs added since August 2022.

Due to the Borrower not engaging a Financial Advisor, PFM will provide the “fairness” opinion required by FDFC’s Conduit Issuance Policy before the delivery date of the Series 2023A Bonds.



Appendix A



Brightline Projected Ridership and Revenue Projections (2025)

Detailed Ridership and Revenue Breakdown (Full Year 2025)^(1,2)

\$ millions, except for passengers and fares

	<u>Annual Ridership</u>	<u>Avg. Fare</u>	<u>Ticket Revenue</u>
South Florida Origin - Destination Pairs:			
Miami - Fort Lauderdale	356,802	\$24.27	\$8.7
Fort Lauderdale - West Palm Beach	229,081	\$34.34	7.9
Miami - West Palm Beach	546,898	\$47.93	26.2
Boca Raton - Miami	570,077	\$34.34	19.6
Boca Raton - Aventura	102,629	\$26.93	2.8
Boca Raton - Fort Lauderdale	374,222	\$18.24	6.8
Boca Raton - West Palm Beach	336,597	\$24.27	8.2
Aventura - Miami	485,061	\$13.49	6.5
Aventura - Fort Lauderdale	284,914	\$16.45	4.7
Aventura - West Palm Beach	364,954	\$42.92	15.7
Total Short-Distance	3,651,235	\$29.30	\$107.0
South Florida to Orlando Origin - Destination Pairs:			
Miami - Orlando	1,489,329	\$133.41	\$198.7
Aventura - Orlando	493,981	\$127.17	62.8
Fort Lauderdale - Orlando	1,138,012	\$119.22	135.7
Boca Raton - Orlando	447,550	\$120.53	53.9
West Palm Beach - Orlando	720,273	\$104.91	75.6
Total Long-Distance	4,289,144	\$122.80	\$526.7
Total System (2022 Report)	7,940,379	\$79.80	\$633.7

⁽¹⁾ Data Source: 2022 Ridership and Revenue Study.

⁽²⁾ For the fare projections, the Project Owner assumed a 2.8% annual increase in fares. To arrive at these estimates, the management team applied an annual fare growth utilizing a combination of an estimated 0.8% real growth utilized in the ridership report, and the Project Owner's assumed 2.0% nominal inflation growth to WSP's 2021 dollar base rates provided in the 2022 Ridership and Revenue Study.



Brightline Financial Projections

In millions, except for fare data

	2023E*	2024E	2025E	2026E	2027E	2028E	2029E	2030E	2031E
<u>Short-distance ticket revenue</u>									
Passengers	2.46	3.45	3.65	3.67	3.19	3.21	3.22	3.24	3.25
Average fare	\$27.66	\$28.47	\$29.30	\$30.15	\$33.64	\$34.64	\$35.67	\$36.73	\$37.83
Short-distance ticket revenue	\$68	\$98	\$107	\$111	\$107	\$111	\$115	\$119	\$123
<u>Long-distance ticket revenue</u>									
Passengers	1.65	3.52	4.29	4.51	4.63	4.76	4.89	5.02	5.16
Average fare	\$116.07	\$119.39	\$122.80	\$126.31	\$129.92	\$133.63	\$137.45	\$141.38	\$145.42
Long-distance ticket revenue	\$192	\$421	\$527	\$569	\$602	\$636	\$672	\$710	\$750
<u>Total ticket revenue</u>									
Passengers	4.11	6.98	7.94	8.18	7.82	7.97	8.11	8.26	8.41
Average fare	\$63.13	\$74.41	\$79.80	\$83.15	\$90.62	\$93.77	\$97.01	\$100.37	\$103.83
Total ticket revenue	\$260	\$519	\$634	\$680	\$709	\$747	\$787	\$829	\$873
Average passenger ancillary revenue per passenger	\$7.64	\$8.20	\$8.61	\$8.92	\$9.56	\$9.87	\$10.18	\$10.50	\$10.83
Passenger ancillary revenue	31	57	68	73	75	79	83	87	91
Other ancillary revenue	30	30	31	31	32	33	33	34	35
Total revenue	\$321	\$606	\$733	\$784	\$816	\$858	\$903	\$950	\$999
<u>Operating expenses</u>									
Variable expenses	(\$24)	(\$45)	(\$54)	(\$57)	(\$58)	(\$61)	(\$64)	(\$67)	(\$70)
Train-related labor	(33)	(33)	(34)	(35)	(35)	(36)	(37)	(38)	(38)
Fuel	(8)	(13)	(14)	(15)	(15)	(15)	(15)	(17)	(17)
Lease payments	(6)	(8)	(9)	(9)	(9)	(10)	(11)	(11)	(11)
Maintenance of way	(24)	(24)	(24)	(25)	(25)	(26)	(26)	(27)	(28)
Maintenance of equipment	(10)	(20)	(28)	(30)	(31)	(32)	(31)	(33)	(35)
Other operating expenses	(55)	(60)	(63)	(65)	(66)	(67)	(69)	(70)	(72)
Insurance	(10)	(10)	(11)	(11)	(11)	(11)	(12)	(12)	(12)
Operating expenses	(\$169)	(\$213)	(\$238)	(\$246)	(\$251)	(\$259)	(\$265)	(\$274)	(\$283)
Total EBITDA	\$151	\$393	\$495	\$538	\$564	\$599	\$638	\$675	\$716

(Continued on following Page)

* 2023E Projections subject to adjustment upon commencement of long-term service.



Cash flow:	2023E*	2024E	2025E	2026E	2027E	2028E	2029E	2030E	2031E
EBITDA	\$151	\$393	\$495	\$538	\$564	\$599	\$638	\$675	\$716
Rolling stock maintenance capex	(7)	(8)	(6)	(8)	(7)	(7)	(8)	(11)	(11)
Infra maintenance capex	(14)	(14)	(14)	(14)	(15)	(15)	(15)	(16)	(16)
Station maintenance capex	(2)	(2)	(2)	(2)	(2)	(3)	(3)	(3)	(3)
Unlevered cash flow (Project revenues)	\$128	\$368	\$472	\$513	\$540	\$575	\$612	\$646	\$686
Releases from Senior funded interest account	\$217	\$108	-	-	-	-	-	-	-
Series 2019A bonds - interest ¹	(\$114)	(\$114)	(\$114)	(\$114)	(\$114)	(\$114)	(\$113)	(\$113)	(\$110)
Series 2019A bonds - amortization ¹	-	-	-	(6)	(6)	(7)	(7)	(45)	(48)
Series 2019B bonds - interest	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(70)	(68)
Series 2019B bonds - amortization	-	-	-	-	-	-	-	(24)	(26)
Taxable Senior Secured Notes - interest	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(32)	(31)
Taxable Senior Secured Notes - amortization	-	-	-	-	-	-	-	(7)	(8)
Credit facility - interest and undrawn fee	(8)	-	-	-	-	-	-	-	-
Senior Brightline Trains debt service	(\$225)	(\$217)	(\$217)	(\$223)	(\$223)	(\$223)	(\$222)	(\$291)	(\$291)
O&M Beginning balance	-	-	\$18	\$20	\$21	\$21	\$22	\$22	\$23
O&M funding / (draw) ³	-	18	2	1	0	1	0	1	1
MMR Beginning balance	-	35	36	35	37	37	37	40	44
MMR funding / (draw) ⁴	35	1	(1)	2	(0)	1	3	4	4
DSR Beginning balance	-	108	108	108	108	108	108	108	108
DSR funding / (draw)	108	-	-	-	-	-	-	-	-
O&M, MMR, DSR amount	\$144	\$162	\$163	\$166	\$166	\$167	\$171	\$175	\$179
O&M, MMR, DSR required amount	\$144	\$162	\$163	\$166	\$166	\$167	\$171	\$175	\$179
Project revenues & (funding) / draw of DSR, MMR, O&M	\$128	\$368	\$471	\$511	\$540	\$573	\$609	\$642	\$682
Restricted payment DSCR ⁵	-	1.7x	2.2x	2.3x	2.4x	2.6x	2.7x	2.2x	2.3x
Available Distributions ⁶	-	-	(\$292)	(\$254)	(\$283)	(\$317)	(\$352)	(\$316)	(\$357)
Expansion Private Activity Bonds:	2023E	2024E	2025E	2026E	2027E	2028E	2029E	2030E	2031E
Expansion PABs - beginning principal balance	\$785	\$474	\$474	\$474	\$474	\$474	\$474	\$474	\$474
Expansion PABs - additional issuance	215	-	-	-	-	-	-	-	-
Commuter Monetization, net ⁷	(\$526)	-	-	-	-	-	-	-	-
Ending balance	\$474	\$474	\$474	\$474	\$474	\$474	\$474	\$474	\$474
Released from Expansion PABs funded interest	\$47	\$34	\$6	-	-	-	-	-	-
Distributions for Expansion PABs interest	-	-	29	34	34	34	34	34	34
Expansion PABs - interest	(47)	(34)	(34)	(34)	(34)	(34)	(34)	(34)	(34)
Expansion PABs - amortization	-	-	-	-	-	-	-	-	-
Expansion PABs - debt service	-	-	-	-	-	-	-	-	-
Expansion PABs DSCR ⁸	1.0x	1.0x	8.5x	7.4x	8.2x	9.2x	10.2x	9.2x	10.4x
Cash balances:	2023E	2024E	2025E	2026E	2027E	2028E	2029E	2030E	2031E
Debt service reserve account	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108	\$108
Funded interest account	148	6	-	-	-	-	-	-	-
O&M reserve account	-	18	20	21	21	22	22	23	24
Major maintenance reserve account	35	36	35	37	37	37	40	44	47
Ramp-up reserve account ⁹	-	-	-	-	-	-	-	-	-
Other cash and reserves	60	117	50	50	50	50	50	50	50
Total cash and reserves ending balance	\$352	\$284	\$213	\$216	\$216	\$217	\$221	\$225	\$229

Footnotes:

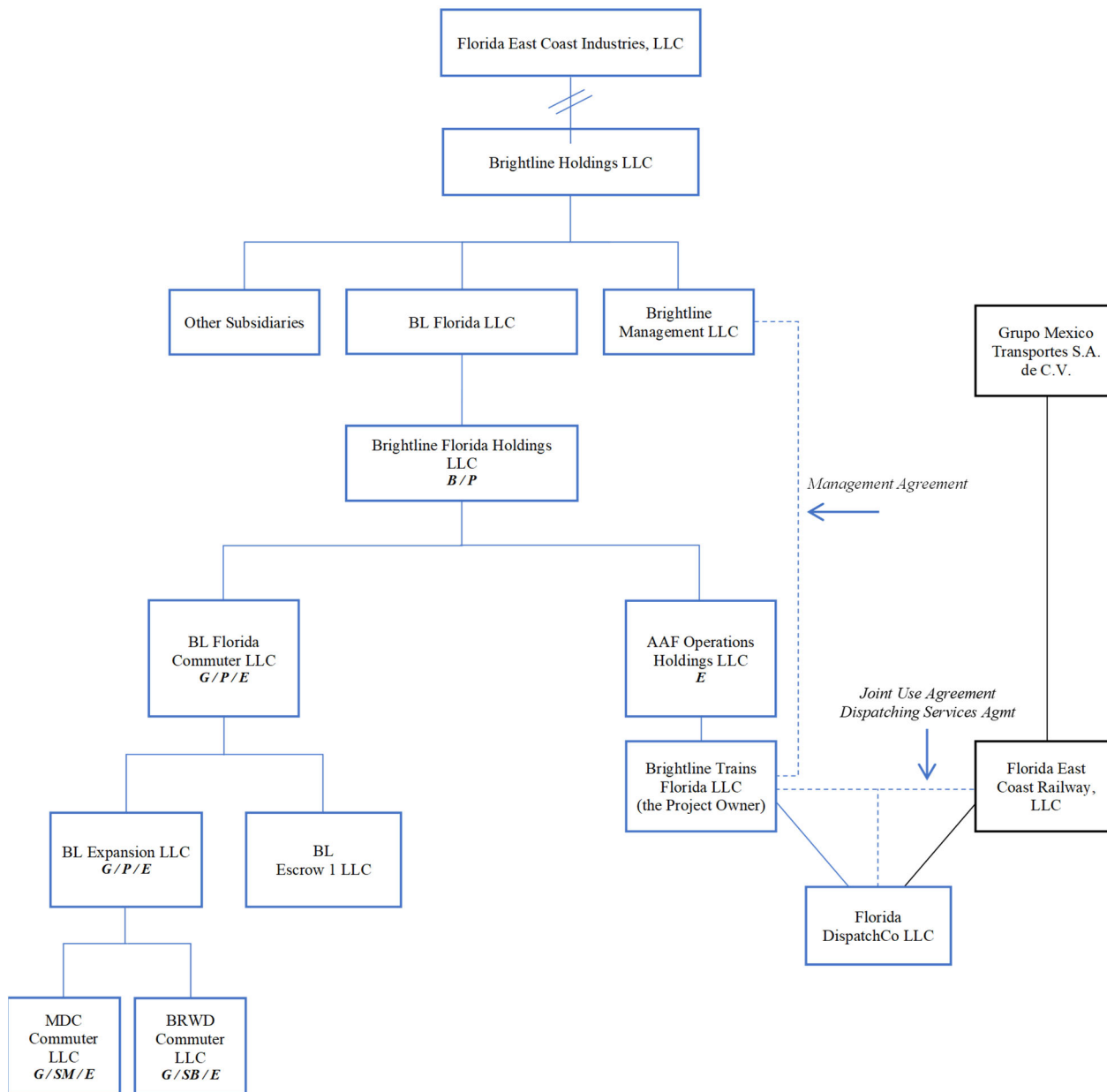
1. Includes Series 2019A and Series 2019A-1
2. Represents unlevered cash flow plus releases from the funded interest account divided by the sum of interest and amortization on Senior lien debt, testing annually for purposes of the model
3. Represents net deposits and withdrawals to the O&M reserve account, sized to 1/12 of annual O&M expenditures
4. Represents net deposits and withdrawals to the Major Maintenance Reserve Account, sized to 100% of Year 1 Major Maintenance Costs and 50% of Year 2 Major Maintenance Costs for any given year
5. Represents unlevered cash flow plus net deposits and withdrawals of the O&M reserve account, Major Maintenance Reserve Account, and Debt Service Reserve Account (excluding the initial funding of the Debt Service Reserve Account) divided by the sum of interest and amortization on Senior lien debt, testing annually for purposes of the model
6. Represents funds available to be distributed to pay Expansion PABs debt service after passing the Restricted Payments Test, net of funding for a \$150 million minimum unrestricted assumed cash balance following stabilization, testing annually for purposes of the model
7. \$600 million of proceeds net cost of issuances/reserves, redemption costs additional pre-funded interest for remaining Expansion PABs
8. Represents available distributions plus releases from the funded interest account divided by the sum of interest and amortization on Senior lien and Subordinate lien debt, testing annually for purposes of the model
9. Represents two \$108.3 million Ramp-up reserve deposits, the first deposit in 2022, the second deposit in 2023, an amount equal to the July 1, 2023 and the January 1, 2024 interest payments on the Series 2019A, Series 2019A-1, Series 2019B and Series 2021 Bonds



Appendix B



ORGANIZATIONAL STRUCTURE



(1) Grupo Mexico Transportes S.A. de C.V. and Florida East Coast Railway, L.L.C. are not Company affiliates.

B: Borrower of the Series 2023A Bonds and the Series 2022A Bonds

G: Guarantor of the Series 2023A Bonds and the Series 2022A Bonds

P: Pledgor of equity interests of subsidiaries in the chain of Series 2023A Bonds and the Series 2022A Bonds

E: Equity interest in such entity is pledged to secure the Series 2023A Bonds and the Series 2022A Bonds

SM: Grantor of security over the Miami-Dade County commuter rail access rights

SB: Grantor of security over the Broward County commuter rail access rights

RESOLUTION NO. 23-03

A RESOLUTION OF THE FLORIDA DEVELOPMENT FINANCE CORPORATION (THE “FDFC”) SUPPLEMENTING RESOLUTION NO. 21-27, WHICH AUTHORIZED THE ISSUANCE OF ONE OR MORE SERIES OF REVENUE BONDS IN A TOTAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000,000 TO FINANCE OR REFINANCE CERTAIN COSTS OF A PROJECT ON BEHALF OF BRIGHTLINE HOLDINGS LLC (OR ANY ONE OR MORE AFFILIATES THEREOF, THE “BORROWER”) AND OTHER MATTERS RELATING THERETO, AND PROVIDING FOR THE ISSUANCE BY THE FDFC OF REFUNDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$215,000,000.

WHEREAS, pursuant to Resolution No. 21-27 of the FDFC, dated December 3, 2021 (the “Original Resolution”), as supplemented by Resolution No. 22-02 of the FDFC dated February 3, 2022 (the “First Supplemental Resolution”), by Resolution No. 22-20 of the FDFC dated June 15, 2022 (the “Second Supplemental Resolution”), and by Resolution No. 22-24 of the FDFC dated August 8, 2022 (the “Third Supplemental Resolution,” and together with the Original Resolution, the First Supplemental Resolution and the Second Supplemental Resolution, the “Prior Resolution”), the FDFC previously authorized the issuance of not to exceed \$1,000,000,000 of its revenue bonds in one or more series (the “Bonds”), pursuant to one or more Indentures and the loan of the proceeds thereof to the Borrower, pursuant to one or more Loan Agreements, for the ultimate purpose of financing and refinancing a portion of the costs of (or reimbursing the Borrower and/or one or more of its affiliates for its prior expenditures for) the development, design, acquisition, construction, installation, equipping, ownership, operation, maintenance and administration of a privately owned and operated intercity passenger rail system extending from Miami to Tampa, Florida, with passenger trains capable of operating thereon at top speeds in excess of 150 miles per hour, and with stations located or potentially located in Miami, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach, Orange County and Tampa, Florida, and elsewhere upon the rail corridor (the “Project”), with proceeds of the Bonds to be spent only for portions of the Project located in Miami-Dade County, Broward County, Palm Beach County, Brevard County, Orange County, Osceola County and Hillsborough County (collectively, the “Counties”) and any other County of the State that has entered into a joinder to the Interlocal Agreement providing for the issuance of revenue bonds by the FDFC to finance the Project within such County; and

WHEREAS, the FDFC was created as a public body corporate and politic and a public instrumentality pursuant to the Act (as defined herein); and

WHEREAS, a portion of the Bonds authorized by the Original Resolution in the aggregate principal amount of \$500,000,000 and designated as the FDFC’s “Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2021A” (the “Series 2021A Bonds”) was issued pursuant to an Indenture of Trust, dated as of December 16, 2021 (the “Original 2021A Indenture”), by and between the FDFC and the Trustee, the proceeds of which Series 2021A Bonds were loaned to the Borrower pursuant to a Loan Agreement, dated as of December 16, 2021 (the “Original 2021A Loan Agreement”), by and between the FDFC and the Borrower; and

WHEREAS, a portion of the Series 2021A Bonds authorized by the Original Resolution in the aggregate principal amount of \$285,000,000 and designated as the FDFC’s “Revenue Bonds (Brightline

Florida Passenger Rail Expansion Project), Series 2021A-1” (the “Series 2021A-1 Bonds”), were remarketed pursuant to a First Supplemental Indenture of Trust, dated as of February 10, 2022 (the “First Supplemental Indenture,” and together with the Original 2021A Indenture, the “2021A Indenture”), between the FDFC and the Trustee, and a First Supplemental Loan Agreement, dated as of February 10, 2022 (the “First Supplemental Loan Agreement,” and together with the Original 2021A Loan Agreement, the “2021A Loan Agreement”), between the FDFC and BL Expansion LLC (as successor Borrower with respect to the loan of the proceeds of the Series 2021A-1 Bonds); and

WHEREAS, the remaining portion of the Series 2021A Bonds authorized by the Original Resolution in the aggregate principal amount of \$215,000,000, were remarketed pursuant to the terms of the 2021A Indenture on July 1, 2022; and

WHEREAS, an additional portion of the Bonds authorized by the Original Resolution in the aggregate principal amount of \$485,000,000 and additional Bonds in the aggregate principal amount of \$285,000,000 authorized by the Third Supplemental Resolution (collectively, the “Series 2022A Bonds”) were issued pursuant to an Indenture of Trust, dated as of August 25, 2022 (the “Original 2022A Indenture”), by and between the FDFC and the Trustee, the proceeds of which Series 2022A Bonds were loaned to the Borrower pursuant to a Loan Agreement, dated as of August 25, 2022 (the “Original 2022A Loan Agreement”), by and between the FDFC and the Borrower (\$285,000,000 of which Series 2022A Bonds were used to refund the outstanding Series 2021A-1 Bonds); and

WHEREAS, the Borrower has requested that the FDFC authorize the issuance of the remaining \$215,000,000 portion of the revenue bonds authorized by the Third Supplemental Resolution (the “2023 Bonds”) in order to refund the outstanding Series 2021A Bonds; and

WHEREAS, the FDFC has determined that (i) for the reasons stated herein and in the Prior Resolution, the Project will serve the public purposes expressed in the Act, (ii) the FDFC will be acting in furtherance of the public purposes intended to be served by the Act by assisting the Borrower in financing and refinancing a portion of the costs of the Project through its issuance of the 2023 Bonds, and (iii) as a result of the foregoing, the 2023 Bonds are for an essential public and governmental purpose; and

WHEREAS, the 2023 Bonds will be issued under the provisions of one or more Indentures of Trust or Supplements to the Original 2022A Indenture (each, an “Indenture”) to be entered into between the FDFC and Deutsche Bank National Trust Company, as trustee (in such capacity, the “Trustee”); and

WHEREAS, the 2023 Bonds will not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and none of the State, the Counties, nor any political subdivision of the State shall be liable for the payment of the principal of or interest on the 2023 Bonds, and neither the full faith and credit nor the taxing power of the State, the Counties, the FDFC or of any other political subdivision of the State shall be deemed to have been pledged for the payment of the principal of or interest on the 2023 Bonds, it being hereby expressly acknowledged that the FDFC has no taxing power; and

WHEREAS, no owner of any of the 2023 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the State, the Counties or any other political subdivision of the State, or taxation in any form of real property therein, or the application of any funds, other than the Borrower’s loan payments and other revenues and proceeds derived by the FDFC and the Trustee pursuant to the Loan Agreement(s) (defined herein) and the other components of the Trust Estate described in the Indenture(s) and pledged to the payment of the 2023 Bonds; and

WHEREAS, pursuant to the provisions of one or more Loan Agreements or Supplements to the Original 2022A Loan Agreement (each, a “Loan Agreement”) to be entered into between the FDFC and the Borrower, the FDFC will lend the proceeds of the 2023 Bonds to the Borrower in order to assist the Borrower and/or one or more of its affiliates with the financing and refinancing of the Project, and the Borrower will be required to make loan payments to the Trustee, as assignee of FDFC, in respect of the principal of, interest, and premium, if any, on the 2023 Bonds, and certain other payments required by the Loan Agreement(s); and

WHEREAS, pursuant to the Indenture(s), the FDFC’s interests in the Loan Agreement(s) (except for certain Reserved Rights) will be assigned to the Trustee for the benefit of the holders of the 2023 Bonds; and

WHEREAS, pursuant to the provisions of the Loan Agreement(s), the Borrower will agree that it may not expend proceeds of the 2023 Bonds for the ultimate purpose of acquiring any building or facility that will be, during the term of the 2023 Bonds, used by, occupied by, leased to or paid for by any state, county or municipal agency or entity; and

WHEREAS, the FDFC has entered into interlocal agreements with the Counties (together with any amendments thereto, the “Interlocal Agreements”) granting to the FDFC the power, in its corporate capacity and in its discretion, to issue revenue bonds or other evidences of indebtedness which the Counties have the power to issue, from time to time, to finance the undertaking of any purpose of the Act; and

WHEREAS, in accordance with the authority delegated pursuant to the Act, the Bylaws of the FDFC and official action of the Board of Directors of the FDFC, the Executive Director of the FDFC, on January 4, 2021, declared the official intent of the FDFC (the “Declaration of Intent”) to issue the Bonds for the purposes of financing or refinancing the Project; and

WHEREAS, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), a public hearing (the “TEFRA Hearing”) was held in the City of Tallahassee, Florida, on October 28, 2021, on the proposed issuance of the Bonds for the purposes herein stated which date was seven days following the publication of notice of such public hearing on the FDFC’s website, which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, subsequent to the public hearing there was submitted to the Director of the Division of Bond Finance of the State Board of Administration of Florida, as the designee of the Governor of the State of Florida, the applicable elected representative to approve the issuance of the Bonds in compliance with Section 147(f) of the Code and State law, a request to approve the Bonds for purposes of Section 147(f) of the Code and State law, which approval has been received; and

WHEREAS, subject to the terms of one or more Bond Purchase Agreements (as defined herein) by and among the FDFC, the Borrower and one or more nationally recognized investment banks (the “Underwriters”) designated by the Borrower, the Underwriters will agree to (i) purchase and undertake a public or limited offering of the 2023 Bonds or (ii) privately place the 2023 Bonds with one or more investors.

IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE FLORIDA DEVELOPMENT FINANCE CORPORATION, THAT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This supplemental resolution (this “Supplemental Resolution”) is adopted pursuant to the provisions of Chapter 288, Part X, Florida Statutes, as amended (being the Florida Development Finance Corporation Act of 1993), Chapter 159, Part II, Florida Statutes (being the Florida Industrial Development Financing Act), and other applicable provisions of law (collectively, the “Act”).

SECTION 2. DEFINITIONS. Unless the context otherwise requires, the terms used in this Supplemental Resolution but not otherwise defined herein shall have the meanings specified in the Prior Resolution. Words importing the singular shall include the plural, words importing the plural shall include the singular, and words importing persons shall include corporations and other entities or associations.

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

(A) The FDFC is a public body corporate and politic, constituted as a public instrumentality, and is duly authorized and empowered by the Act to finance or refinance, including through the issuance of revenue bonds, the development, design, acquisition, construction, installation and equipping of any capital project, including land, rights in land, buildings and other structures, machinery, equipment, appurtenances and facilities incidental thereto, and other improvements necessary or convenient therefor related to any undertaking which is in furtherance of the Act.

(B) The development, design, acquisition, construction, installation, equipping, ownership, operation, maintenance and administration of the Project by the Borrower and/or one or more of its affiliates and the financing and refinancing of a portion of the Project by the FDFC through the issuance of the 2023 Bonds pursuant to the Act, will promote and stimulate economic development and advance the business prosperity and economic welfare of the Counties and their inhabitants, increase the purchasing power and opportunities for gainful employment and otherwise contribute to the prosperity and welfare of the Counties and their inhabitants, and will thereby serve the public purposes of the Act.

(C) The FDFC is duly authorized and empowered by the Act to function within the corporate limits of any public agency with which it has entered into an Interlocal Agreement for the purposes of the Act.

(D) The FDFC has entered into an Interlocal Agreement with Orange County, Florida, to which each of the other Counties has joined, providing for the issuance of revenue bonds by the FDFC to finance projects within the Counties, such as the 2023 Bonds for the benefit of the Borrower. The execution of each Interlocal Agreement is hereby ratified and approved. The Declaration of Intent is hereby ratified and approved as of the date such action was originally taken.

(E) Upon consideration of the documents described herein and the information presented to the FDFC by the Borrower, at or prior to the adoption of this Resolution, the FDFC has made and does hereby make the following findings and determinations:

(1) The Borrower has represented in its application for financing to the FDFC and in other presentations to the FDFC that the Project will assist in alleviating unemployment in the Counties by creating new jobs in the Counties, it will foster economic growth and development within the Counties and the State, and it will serve other predominantly public purposes as set forth in the Act. It is desirable and will further the public purposes of the Act for the FDFC to finance and refinance the development, design, acquisition, construction, installation, equipping,

ownership, operation, maintenance and administration of a portion of the Project and to issue and sell the 2023 Bonds under the Indenture(s) for such purpose, all as provided in the Loan Agreement(s), which contains such provisions as are necessary or convenient to effectuate the purposes of the Act.

(2) The Project is appropriate to the needs and circumstances of, and shall make a contribution to, the economic growth of the Counties; shall provide or preserve gainful employment and shall serve a public purpose by providing intercity passenger rail service and related facilities in the Counties, thus promoting the general welfare of the Counties and the State and its people as stated in the Act.

(3) As of the date hereof, the Borrower is fully capable of and willing (a) to fulfill its obligations under the Loan Agreement(s) and any other agreements to be made in connection with the issuance of the 2023 Bonds and the use of the 2023 Bond proceeds for financing and refinancing a portion of the costs of the Project, capitalizing interest on a portion of the 2023 Bonds, funding debt service and other reserves related to the financing for the Project and paying costs associated with the issuance of the 2023 Bonds, including the obligation to make loan payments or other payments in an amount sufficient in the aggregate to pay all of the interest, principal, and redemption premium, if any, on the 2023 Bonds, in the amounts and at the times required, (b) to operate, repair and maintain at its own expense the Project, and (c) to serve the purposes of the Act and such other responsibilities as may be imposed under such agreements. In making the determinations and findings set forth in this subsection (E)(3), the FDFC is conclusively relying (i) on representations made by the Borrower regarding such matters, without independent investigation by the FDFC, and (ii) the requirement in the Indenture(s) that, unless otherwise approved by the Board of Directors of the FDFC and carrying an investment grade rating, the 2023 Bonds will be marketed in minimum denominations of \$250,000 and only to qualified institutional buyers, as such terms are defined in the unrated bonds policy of the FDFC, who are capable of making an independent analysis of the financing and of evaluating the risks associated with the financing.

(4) Adequate provision is made under the Loan Agreement(s) for the payment of the principal of, premium, if any, and interest on the 2023 Bonds by the Borrower when and as the same become due.

(5) The principal of, premium, if any, and interest on the 2023 Bonds and all other pecuniary obligations under the Loan Agreement(s), the Indenture(s) or otherwise, in connection with the financing and refinancing of the Project, capitalizing interest, funding debt service and other reserves related to the financing for the Project and paying costs related to the issuance of the 2023 Bonds, shall be payable solely from the Borrower's loan payments and other revenues and proceeds received under the Loan Agreement(s), the proceeds of the 2023 Bonds and income from the temporary investment of the proceeds of the 2023 Bonds or of such other revenues, proceeds and security, as may be pledged in the future for such payment to the Trustee under and as provided in the Indenture(s), and neither the faith and credit of the FDFC nor the faith and credit or the taxing power of the Counties, the State or of any other political subdivision or agency thereof are pledged to the payment of the 2023 Bonds or of such other pecuniary obligations under the Loan Agreement(s), the Indenture(s) or otherwise, and none of the Counties, the FDFC, the State or any other political subdivision or agency thereof shall ever be required or obligated to levy ad valorem taxes on any property within its territorial limit to pay the principal of, premium, if any, or interest on such 2023 Bonds or other pecuniary obligations or to pay the same from any funds thereof other than the FDFC's obligation to make payments from the revenues, receipts and proceeds so pledged under the Indenture(s) upon initial issuance of the 2023 Bonds or in the future, and the 2023 Bonds

shall not constitute a lien upon any property owned by the Counties, the FDFC or the State or any other political subdivision or agency thereof, other than the FDFC's interest in the Loan Agreement(s) assigned to the Trustee and the property rights, receipts, revenues and proceeds pledged therefor upon initial issuance of the 2023 Bonds or in the future under and as provided in the Indenture(s) and any other agreements securing the 2023 Bonds upon their initial issuance or in the future. The FDFC has no taxing power.

(6) A negotiated sale or private placement of the 2023 Bonds is in the best interest of the FDFC and is found to be necessary on the basis of the following reasons, as to which specific findings are hereby made: (i) the 2023 Bonds will be special and limited obligations of the FDFC payable solely out of the Borrower's loan payments and other revenues and proceeds derived by the FDFC or the Trustee pursuant to the Loan Agreement(s) and the other components of the Trust Estate described in the Indenture(s), and, to the extent set forth in the Loan Agreement(s), the Borrower will be obligated for the payment of all costs of the FDFC in connection with the financing of the Project which are not paid out of the 2023 Bond proceeds or otherwise; (ii) revenue bonds having the characteristics of the 2023 Bonds are typically and usually sold at negotiated sale or privately placed and, consequently, a competitive sale of the 2023 Bonds would in all probability not produce better terms than a negotiated sale or private placement; (iii) the vagaries of the current and near term municipal bond market demand that maximum time and flexibility be provided to market the 2023 Bonds in order to obtain the best interest rates possible; (iv) there is insufficient time to respond to favorable market conditions by offering the 2023 Bonds by competitive bids and, in any event, because of the nature and characteristics of the 2023 Bonds, it is desirable to sell the 2023 Bonds at a predetermined price; and (v) because of the nature and characteristics of the 2023 Bonds, there is no basis to expect that a sale by competitive bid would result in better terms and conditions for the 2023 Bonds than a negotiated sale or private placement.

(7) All requirements precedent to the adoption of this Resolution, of the Constitution and other laws of the State, including the Act, have been complied with.

SECTION 4. FINANCING AND REFINANCING OF THE PROJECT AUTHORIZED.

(A) Subject to the conditions set forth in Section 5(B) hereof and the conditions, if any, set forth in the Indenture(s), the Loan Agreement(s), the Bond Purchase Agreement(s), the Interlocal Agreements and the other documents and agreements related to the 2023 Bonds (collectively, the "Bond Documents"), the financing and refinancing by the FDFC of the Project in the manner provided in the Loan Agreement(s) and the Indenture(s) is hereby authorized.

(B) In the event the Borrower causes the 2023 Bonds to be issued in two or more series from time to time, the 2023 Bonds may be issued pursuant to separate Indentures and Bond Documents, and/or the Bond Documents may be supplemented or amended in order to provide for the issuance of such additional series of 2023 Bonds in accordance with the terms of the Indenture(s), including pursuant to (i) one or more supplements to the Original 2022A Indenture or the Indenture(s) providing for the issuance of additional series of 2023 Bonds pursuant to the Indenture(s) (each, a "Supplemental Indenture"), (ii) one or more supplements to the Original 2022A Loan Agreement or the Loan Agreement(s) providing for the loan of the proceeds of such additional series of 2023 Bonds to the Borrower (each, a "Supplemental Loan Agreement"), and (iii) such other documents as may be necessary or appropriate in connection with the issuance of such additional series of 2023 Bonds, in each case, with such provisions as may be approved by the Chairman, Vice Chairman, Executive Director or Assistant Secretary of FDFC (each an "Authorized Representative"), such approval to be evidenced conclusively by his or her execution thereof, provided that the aggregate principal amount of 2023 Bonds issued pursuant to this Resolution shall not exceed \$215,000,000.

(C) The Borrower has advised the FDFC that it may cause one or more series of 2023 Bonds to be remarketed from time to time, in one or more remarketings, during the term thereof in accordance with the provisions of the Bond Documents, in one or more interest rate mode and with such sources of payment, collateral and other terms as may be designated by the Borrower in accordance with the terms of the Bond Documents. In such event and in each case, such remarketing shall be subject to the approval of the Board of Directors of the FDFC, and the forms of Bond Documents approved in this Resolution shall be supplemented or amended in such manner as may be necessary or appropriate to accommodate such remarketing, in each case, with such provisions as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof.

(D) The Borrower has advised the FDFC that: (i) it may finance and/or refinance a portion of the costs of the Project from debt financing that it procures from one or more sources other than the 2023 Bonds ("Other Debt Financing"); and (ii) it may cause the 2023 Bonds to be issued in two or more separate series with different lien and/or payment priorities. Notwithstanding anything to the contrary in this Resolution: (i) in the event the Borrower procures Other Debt Financing, (a) if required by the terms thereof, the 2023 Bonds shall be issued on a basis senior, on parity or subordinate to such debt financing; (b) the forms of Bond Documents approved in this Resolution may be revised in such manner as shall be necessary or appropriate to accommodate the terms of the Other Debt Financing, with such revisions as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof; and (c) the FDFC may enter into any other agreement necessary or appropriate to accommodate the terms of the Other Debt Financing and as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof; and (ii) in the event that the Borrower causes the 2023 Bonds to be issued in two or more separate series with different lien and/or payment priorities, (a) the forms of Bond Documents approved in this Resolution may be revised in such manner as shall be necessary or appropriate to establish the different lien and/or payment priorities among the separate series of the 2023 Bonds, with such revisions as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof; and (b) the FDFC may enter into any other agreement necessary or appropriate to establish the different lien and/or payment priorities among the separate series of the 2023 Bonds and as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof.

(E) The Borrower has advised the FDFC that, in lieu of refunding the Series 2021A Bonds, it may cause the Series 2021A Bonds to be remarketed, in accordance with the provisions of the Bond Documents pursuant to which such Bonds were issued, in one or more interest rate mode and with such sources of payment, collateral and other terms as may be designated by the Borrower in accordance with the terms of the Bond Documents. Such remarketing of the Series 2021A Bonds is hereby authorized, and in such event and in each case, the forms of Bond Documents approved in this Resolution and the Prior Resolution shall be supplemented or amended in such manner as may be necessary or appropriate to accommodate such remarketing, in each case, with such provisions as may be approved by an Authorized Representative of FDFC, such approval to be evidenced conclusively by his or her execution thereof.

(F) Notwithstanding anything in this Supplemental Resolution to the contrary, (i) no portion of the proceeds of the 2023 Bonds will be used or applied, directly or indirectly, to fund any portion of the design, permitting, engineering, construction or other costs of any portion of the Project extending from Orlando International Airport to Disney Springs, Florida, (ii) no more than \$20,000,000 of the proceeds of the 2023 Bonds and any other bonds issued pursuant to the Prior Resolution will be used or applied, directly or indirectly, to fund the portion of the Project extending from the theme park region of Orlando to Tampa, Florida, and any amounts spent on such portion of the Project may only be spent on costs related to the permitting, engineering and/or design of such portion of the Project, and (iii) the Indenture(s) and the Loan Agreement(s), or supplements thereto related to the 2023 Bonds, will specifically so provide.

SECTION 5. DELEGATED SALE OF BONDS AUTHORIZED AND DESCRIPTION OF BONDS. (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 5(B) below and in the Bond Documents prior to the issuance of any 2023 Bonds, the FDFC hereby authorizes the issuance of one or more series or subseries of the 2023 Bonds, in the aggregate principal amount of not to exceed \$215,000,000, to be known as the “Florida Development Finance Corporation Revenue Bonds (Brightline Florida Passenger Rail Expansion Project), Series 2023,” with such additional series or subseries designations, or otherwise revised or supplemented name or designation as may be approved by an Authorized Representative of the FDFC, for the principal purposes of providing moneys to ultimately (i) refund the Series 2021A Bonds, the proceeds of which are being loaned to the Borrower for the ultimate purpose of financing and refinancing a portion of the costs incurred or that may be incurred by the Borrower and/or one or more of its affiliates in completing the Project, which costs shall be limited to expenditures in Miami-Dade County, Broward County, Palm Beach County, Brevard County, Orange County, Osceola County and Hillsborough County and any other County of the State that has entered into a joinder to the Interlocal Agreement providing for the issuance of revenue bonds by the FDFC to finance the Project within such County; (ii) funding debt service and other reserves related to the financing for the Project, (iv) fund capitalized interest on the 2023 Bonds, and (v) pay costs of issuance of the 2023 Bonds. The 2023 Bonds shall be issued only in accordance with the provisions hereof and of the Bond Documents.

(B) Subject to full satisfaction of the conditions set forth in this Section 5(B), the FDFC hereby authorizes a delegated negotiated sale or private placement of the 2023 Bonds, in one or more series or subseries from time to time, in accordance with the terms of one or more Bond Purchase Agreements or Placement Agent Agreements (each herein, a “Bond Purchase Agreement”), by and among the FDFC, the Borrower and the Underwriters designated by the Borrower, to be dated the date of sale of such 2023 Bonds and to be substantially in the form attached hereto as Exhibit A, with such changes, corrections, insertions and deletions thereto as shall be approved by an Authorized Representative and that are in accordance with the provisions of clauses (1) and (3) of this Section 5(B) below, the execution thereof being deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section 5. The FDFC hereby authorizes its Secretary or Assistant Secretary to attest the Bond Purchase Agreement(s), if necessary. The Bond Purchase Agreement(s) shall not be executed by an Authorized Representative of the FDFC until such time as all of the following conditions have been satisfied:

(1) Receipt by an Authorized Representative of the FDFC of a written offer to purchase or privately place the 2023 Bonds by the Underwriters substantially in the form of the Bond Purchase Agreement, said offer to provide for, among other requirements, (i) the issuance of the 2023 Bonds in an aggregate principal amount of not to exceed \$215,000,000, (ii) an underwriting fee or discount or placement agent fee not in excess of two percent (2.00%) of the initial par amount of the 2023 Bonds being offered, (iii) a true interest cost with respect to the 2023 Bonds being offered upon their initial issuance of not more than the maximum rate of interest per annum permitted under applicable law, and (iv) with the final maturity of the 2023 Bonds being no later than 35 years after the date of issuance thereof. The Authorized Representative of FDFC may conclusively rely upon a certificate of the Borrower as to compliance with these requirements.

(2) Receipt by an Authorized Representative of the FDFC from the Underwriters of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes.

(3) The issuance of the 2023 Bonds shall not exceed any debt limitation prescribed by law, and the 2023 Bonds, when issued, will be within the limits of all constitutional or statutory debt limitations.

(C) Notwithstanding anything in this Resolution to the contrary, no bonds other than the 2023 Bonds shall be issued without further approval from the Board of Directors of the FDFC.

SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE INDENTURE(S). The Indenture(s), each substantially in the form of the Original 2022A Indenture or in the form of a supplement to the Original 2022A Indenture substantially in the form attached hereto as **Exhibit B**, providing for the issuance of the 2023 Bonds, and any Supplemental Indentures providing for the issuance of additional series of 2023 Bonds pursuant to the Indenture(s), each with such changes, corrections, insertions and deletions as may be approved by an Authorized Representative of the FDFC, such approval to be evidenced conclusively by his or her execution thereof, are hereby approved and authorized. The FDFC hereby authorizes and directs one or more of its Authorized Representatives, as necessary, to date and execute the Indenture(s) and any Supplemental Indentures, and to deliver the Indenture(s) and any Supplemental Indentures to the Trustee. The FDFC hereby authorizes its Secretary or Assistant Secretary to attest the Indenture(s) and any Supplemental Indentures, if necessary.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT(S). The Loan Agreement(s), each substantially in the form of the Original 2022A Loan Agreement or in the form of a supplement to the Original 2022A Loan Agreement substantially in the form attached hereto as **Exhibit C**, providing for the loan of the proceeds of the 2023 Bonds to the Borrower, and any Supplemental Loan Agreements providing for the loan of the proceeds of any additional series of 2023 Bonds issued pursuant to a Supplemental Indenture, each with such changes, corrections, insertions and deletions as may be approved by an Authorized Representative of the FDFC, such approval to be evidenced conclusively by his or her execution thereof, are hereby approved and authorized. The FDFC hereby authorizes and directs one or more of its Authorized Representatives, as necessary, to date and execute the Loan Agreement(s) and any Supplemental Loan Agreements, and to deliver the Loan Agreement(s) and any Supplemental Loan Agreements to the Borrower and the Trustee. The FDFC hereby authorizes its Secretary or Assistant Secretary to attest the Loan Agreement(s) and any Supplemental Loan Agreements, if necessary.

As required by the Conduit Issuance Policy of the FDFC, the Loan Agreement(s) shall include covenants of the Borrower to provide information to the FDFC regarding performance against projections to measure the performance of certain quantitative metrics for the Project, including job creation, and economic development which shall specifically include (i) number of new jobs created, and (ii) total salary of new employees. Such reporting shall be monitored for a minimum of seven years, as provided in the Loan Agreement(s).

SECTION 8. APPROVAL OF PRELIMINARY OFFERING DOCUMENTS; APPROVAL OF OFFERING DOCUMENTS. (A) The FDFC does hereby approve the use by the Underwriters of a preliminary limited or public official statement and/or offering memorandum and/or private placement memorandum (a "Preliminary Offering Document"), substantially in the form attached hereto as **Exhibit D**, in connection with the marketing of the 2023 Bonds, with such changes, corrections, insertions and deletions as may be approved by the Authorized Representative of the FDFC who shall deem such Preliminary Offering Document final for the purposes of the Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"), such approval to be evidenced conclusively by his or her execution of a certificate or Bond Purchase Agreement that deems such Preliminary Offering Document final for purposes of the Rule. The FDFC does hereby designate an Authorized Representative of the FDFC to execute and deliver a certificate or Bond Purchase Agreement that deems the Preliminary Offering Document used in connection with the offering of the 2023 Bonds final for the purposes of Rule.

(B) The FDFC does hereby authorize the distribution and delivery of a final limited or public official statement and/or offering memorandum and/or private placement memorandum (an "Offering

Document”) in connection with the sale of the 2023 Bonds. The final Offering Document shall be in substantially the form of the Preliminary Offering Document for the 2023 Bonds, with such changes, corrections, insertions and deletions therein as shall be approved by an Authorized Representative of the FDFC, the Borrower and the Underwriters in order to reflect the final terms and details of the 2023 Bonds.

(C) In the event that the 2023 Bonds are issued in two or more series from time to time pursuant to the terms of the Indenture(s), the FDFC does hereby authorize the distribution and delivery of such additional preliminary and/or final official statements and/or offering memoranda and/or private placement memoranda and/or other marketing documents as may be necessary or appropriate in connection with issuance of such additional series of 2023 Bonds, including one or more supplements to the preliminary and/or final official statements and/or offering memoranda and/or private placement memorandum authorized pursuant to the above provisions of this Section 8, in such form as may be approved by an Authorized Representative of the FDFC.

(D) In the event that the 2023 Bonds or any portion thereof is remarketed from time to time pursuant to the terms of the Indenture(s), the FDFC does hereby authorize the distribution and delivery of such remarketing memoranda or other marketing materials as may be necessary or appropriate in connection with remarketing of such 2023 Bonds, including one or more supplements to the preliminary and/or final official statements and/or offering memoranda and/or private placement memoranda authorized pursuant to the above provisions of this Section 8, in such form as may be approved by an Authorized Representative of the FDFC.

SECTION 9. APPOINTMENT OF TRUSTEE, BOND REGISTRAR AND PAYING AGENT. The appointment of Deutsche Bank National Trust Company (the “Trustee”) to serve as Trustee, Bond Registrar and Paying Agent for the 2023 Bonds under the Indenture(s) is hereby ratified and affirmed. Without limiting the foregoing, each Authorized Representative is hereby authorized to appoint any successor, replacement or additional trustee to serve as Trustee or Co-Trustee, Bond Registrar or Co-Bond Registrar and/or Paying Agent or Co-Paying Agent.

SECTION 10. AUTHORIZATION OF EXECUTION OF OTHER CERTIFICATES, INSTRUMENTS, DOCUMENTS AND AGREEMENTS. Each Authorized Representative of the FDFC is hereby authorized and directed, either alone or jointly, under the official seal of the FDFC, to execute and deliver certificates of the FDFC certifying such facts as counsel to FDFC or Bond Counsel shall require in connection with the issuance, sale and delivery and remarketing of the 2023 Bonds, in one or more series from time to time, and to execute and deliver such other instruments, documents, agreements, deeds, assignments and financing statements, as shall be necessary or desirable to perform the FDFC’s obligations under this Supplemental Resolution, the Loan Agreement(s), the Indenture(s), and the Bond Purchase Agreement(s), and to consummate the transactions hereby authorized.

SECTION 11. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained or contained in any Bond Document, in the 2023 Bonds, in any certificate or other instrument to be executed on behalf of the FDFC in connection with the issuance of the 2023 Bonds or the remarketing of the 2023 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any appointed official, director, officer, employee or agent of the FDFC in his or her individual capacity, and none of the foregoing persons nor any appointed official, director or officer of the FDFC executing this Supplemental Resolution, the 2023 Bonds, the Bond Documents or any certificate or other instrument, document or agreement to be executed by the FDFC in connection with the issuance of the 2023 Bonds or the remarketing of the 2023 Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof. The Bond Documents, the Preliminary Offering Documents, the final

Offering Documents and any supplements or amendments on any of the foregoing authorized by this Supplemental Resolution, are hereinafter collectively referred to as the “Financing Documents.”

SECTION 12. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein, in the 2023 Bonds or in any Financing Document, nothing in this Supplemental Resolution, or in the 2023 Bonds or in any Financing Document, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the FDFC, the Borrower, the Trustee and the owners from time to time of the 2023 Bonds any right, remedy or claim, legal or equitable, under and by reason of this Supplemental Resolution or any provision hereof, or under and by reason of the 2023 Bonds or of any Financing Document or any provision thereof, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the FDFC, the Borrower, the Trustee and the owners from time to time of the 2023 Bonds.

SECTION 13. PREREQUISITES PERFORMED FOR ISSUANCE OF 2023 BONDS AND EXECUTION AND DELIVERY OF BOND DOCUMENTS. Subject to the provisions of Section 4 hereof and the conditions precedent set forth in the Financing Documents, all acts, conditions and things relating to the passage of this Supplemental Resolution, to the issuance, sale and delivery of the 2023 Bonds and the execution and delivery by the FDFC of the Financing Documents, required by the Constitution or other laws of the State, to happen, exist and be performed precedent to the passage hereof, and precedent to the issuance, sale and delivery of the 2023 Bonds and the execution and delivery of the Financing Documents, have either happened, exist and have been performed as so required or will have happened, will exist and will have been performed prior to such execution and delivery thereof.

SECTION 14. COMPLIANCE WITH CHAPTER 218, PART III, FLORIDA STATUTES. The FDFC hereby approves and authorizes the completion, execution and filing with the Division of Bond Finance of the State of Florida, at the expense of the Borrower, Bond Information Form BF 2004, and any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes.

SECTION 15. GENERAL AUTHORITY. The members of the FDFC and its officers, attorneys, engineers or other agents or employees are hereby authorized to do all acts and things required of them by this Supplemental Resolution, the 2023 Bonds and the Financing Documents, and to do all acts and things which are desirable and consistent with the requirements hereof or of the 2023 Bonds or any Financing Document, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein, in the 2023 Bonds, and the Financing Documents.

SECTION 16. THIS RESOLUTION CONSTITUTES A CONTRACT. The FDFC covenants and agrees that this Supplemental Resolution shall constitute a contract between the FDFC and the owners from time to time of the 2023 Bonds then outstanding and that all covenants and agreements set forth herein, in the 2023 Bonds and in the Bond Documents to be performed by the FDFC shall, except as otherwise set forth in the Bond Documents, be for the equal and ratable benefit and security of all owners of outstanding 2023 Bonds, and all subsequent owners from time to time of the 2023 Bonds, without privilege, priority or distinction as to lien or otherwise of any of the 2023 Bonds over any other of the 2023 Bonds.

SECTION 17. 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 2023 Bonds.

SECTION 18. REPEALING CLAUSE. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 19. EFFECTIVE DATE. This Supplemental Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED, this ____ day of January, 2023.

**FLORIDA DEVELOPMENT FINANCE
CORPORATION**

Chairman

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT
(Provided as a link in email sent)

EXHIBIT B

FORM OF INDENTURE OF TRUST **(Provided as a link in email sent)**

EXHIBIT C

FORM OF LOAN AGREEMENT **(Provided as a link in email sent)**

EXHIBIT D

FORM OF PRELIMINARY OFFERING DOCUMENT
(Provided as a link in email sent)

Other Business

- Conduit Issuer Policy Update
- Business Development and Traditional Bond Pipeline