

AMENDED REVOLVING LINE OF CREDIT AGREEMENT

between

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

and

PNC BANK, NATIONAL ASSOCIATION

Dated June 27, 2022

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This AMENDED REVOLVING LINE OF CREDIT AGREEMENT made and entered into as of June 27, 2022, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (the "Board"), acting as the governing body of the SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA (the "District"), and PNC BANK, NATIONAL ASSOCIATION (the "Lender").

WITNESSETH

WHEREAS, the District and the Lender entered into a Revolving Line of Credit Agreement, dated June 27, 2019 (the "Initial Agreement") whereby the District had determined that it was necessary, desirable and in the best interests of the District to issue its \$80,000,000 initial aggregate stated principal amount of Sales Tax Revenue Note, Series 2019 (the "Initial Note"), for the principal purpose of financing a portion of the Project (as defined and described in the Master Resolution described below); and

WHEREAS, the District has determined that it continues to be without adequate currently available funds to finance the Project and it is necessary that funds be made immediately available to the District in order to finance the Project; and

WHEREAS, the District has determined that it is in its best interest to accept the proposal of the Lender to amend the Initial Agreement the as set out herein; and

WHEREAS, the Lender has agreed to extend the period during which it will lend the District up to the initial aggregate principal amount of \$80,000,000 in return for making certain modifications to the Initial Note, and surrendering the Initial Note in exchange for a modified note (the "Amended Note"); and

WHEREAS, the Amended Note qualifies as a "Bond" as such term is defined in the Master Resolution; and

WHEREAS, the Amended Note shall not constitute a general obligation or indebtedness of the District as a "bond" within the meaning of any provision of the Constitution of the State, but shall be and is hereby declared to be a limited obligation of the District, the principal of and interest on which is payable solely from the Pledged Funds (as defined below) in the manner provided herein and in the Resolution (as defined below) *pari passu* with all other Bonds issued under the Master Resolution, the principal of and interest on the Amended Note and all other payments provided for herein to be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in the District to pay the principal of or interest on the Amended Note or other payments provided for herein. Furthermore, neither the Amended Note nor the interest thereon shall be or constitute a lien upon the Project or upon any other property of or in the District other than the Pledged Funds in the manner provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. Terms used herein and not otherwise defined herein shall have the meanings given to such terms in the hereinafter described Resolution. In addition, the following terms shall have the following meanings herein, unless the text otherwise expressly requires:

“Act” means Section 212.055(2), Florida Statutes, Chapters 1001, 1011 and 1013, Florida Statutes, the Constitution of the State of Florida and other applicable provisions of law.

“Amended Note” means the Amended Note of the District delivered to the Lender in substantially the form attached hereto as Exhibit A, with such modifications thereto as may be approved by the Chair or Vice Chair, upon the advice of the Superintendent and the District’s financial advisor, such approval to be presumed by the Chair’s or Vice Chair’s execution thereof.

“Applicable Spread” means initially, 35 bps (0.35%) (the “Initial Applicable Spread”) which is subject to the maintenance of the current long-term unenhanced debt ratings assigned by Moody’s and Fitch to the School Board’s Certificates of Participation. In the event of a change in the long-term unenhanced debt ratings assigned by Moody’s or Fitch to the Certificates of Participation, the Applicable Spread shall be the number of basis points associated with such new rating as set forth in the following schedule:

Credit Rating (Moody’s/Fitch)	Line of Credit Annual Fee (utilized/unutilized)
Aa2/AA	35 bps/10 bps
Aa3/AA-	35 bps/10 bps
A1/A+	40 bps/10 bps
A2/A	45 bps/15 bps
A3/A-	55 bps/15 bps
Baa1/BBB+	65 bps/20 bps
Baa2/BBB	80 bps/25 bps
Baa3/BBB-	100 bps/25 bps

In the event there is a split between such ratings, the lower rating will prevail for purposes of determining the Applicable Spread. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect.

“Authorized Investments” means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of the investment policy of the District and applicable law.

“Authorized District Officer” means each of the Chair and Vice Chair of the Board, the Superintendent, the Chief Financial Officer and the Treasurer of the District, and when used in

reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document, or such other person as may be designated by any of them.

“Available Commitment” means, on any date, an initial amount equal to \$80,000,000 adjusted from time to time as follows: (a) downward in an amount equal to a Draw pursuant to this Agreement; (b) upward in an amount equal to the principal amount of any Draw made to the District under the this Agreement that is repaid or prepaid, as applicable, in the manner provided herein; (c) upward in an amount equal to an increase in stated principal amount pursuant to Section 4A hereof, and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms of this Agreement; provided, that, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$200,000,000 at any one time.

“Base Rate” shall mean the higher of (A) the Prime Rate, and (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%); provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. If and when the Base Rate as determined pursuant to the prior sentence changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the District, effective on the date of any such change.

“Bloomberg” shall mean Bloomberg Index Services Limited (or a successor administrator).

“Board” shall mean The School Board of Palm Beach County, Florida, the governing body of the District, or its successor in function.

“BSBY” shall mean the Bloomberg Short-Term Bank Yield Index rate administered by Bloomberg and published by Bloomberg or another commercially available source providing such quotations as may be designated by the Lender from time to time.

“BSBY Rate” shall mean, for each Reset Date, the interest rate per annum determined by the Lender by dividing (the resulting quotient rounded upwards, at the Lender’s discretion, to the nearest 1/100th of 1%) (A) the rate per annum equal to the 1-month BSBY on the day that is 2 Business Days prior to such Reset Date, provided that if the rate is not published on such determination date, then the rate per annum for purposes of this clause (A) shall be such BSBY on the first Business Day immediately prior thereto, by (B) a number equal to 1.00 minus the BSBY Reserve Percentage. If the BSBY Rate as determined above would be less than the Floor, then the BSBY Rate shall be deemed to be the Floor. The BSBY Rate shall be adjusted automatically without notice to the District on and as of (i) each Reset Date, and (ii) the effective date of any change in the BSBY Reserve Percentage.

“BSBY Reserve Percentage” shall mean, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to BSBY funding.

“Business Day” shall mean any day other than (A) a Saturday or Sunday or (B) a legal holiday on which commercial banks are authorized or required by law to be closed for business in Pittsburgh, Pennsylvania; provided that, when used in connection with an amount that bears interest at a rate based on BSBY or any direct or indirect calculation or determination of BSBY, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“Certificates of Participation” means certificates of participation issued under the Master Trust Agreement dated as of November 1, 1994, by and between Palm Beach School Board Leasing Corp., and The Bank of New York Mellon Trust Company, N.A.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

“Debt Service Fund” means the fund created and established pursuant to Section 10(D) hereof.

“Default Rate” shall mean the rate per annum equal to (A) the sum of 3% plus the interest rate otherwise then in effect under the Amended Note until the next succeeding Reset Date and (B) the sum of 3% plus the Base Rate at all times thereafter; provided that in no event shall the Default Rate exceed the Maximum Rate.

“Determination of Taxability” means the circumstance of the interest on the Amended Note becoming includable for federal income tax purposes in the gross income of the Lender as a result of specific action or inaction taken by the District. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the District or the Lender of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency; (ii) the issuance of any public or private ruling of the Internal Revenue Service; or (iii) receipt by the District or the Lender of an opinion of counsel experienced in tax matters relating to municipal bonds, in each case to the effect that the interest on the Amended Note is not excluded from gross income of the Lender for federal income tax purposes, but in each case only after the District shall have been afforded a reasonable opportunity to contest the same.

“District” means the School District of Palm Beach County, Florida, a governmental authority and political subdivision created by Article IX, Section 4 of the Florida Constitution.

“Draw” shall mean a draw upon proceeds of the Amended Note to pay a portion of the cost of the Project.

“Draw Certificate” shall mean the Certificate to be executed in connection with each Draw as required by Section 10(F) hereof, the form of which is attached as Exhibit B.

“Electronic Means” shall mean telecopy, e-mail transmission or other similar electronic means of communication providing evidence of transmission.

“Fiscal Year” means the period from July 1 to the succeeding June 30, or such other period as may be prescribed by law.

“Fitch” means Fitch Ratings, Inc., or if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized statistical rating organization as may be designated in writing by the District and reasonably acceptable to the Lender.

“Floor” means a rate of interest per annum equal to zero.

“Lender” means PNC Bank, National Association, as initial registered owner of the Amended Note, or its successor in interest or its assigns.

“Master Resolution” shall mean the Resolution adopted by the School Board on May 8, 2019, authorizing the issuance of Sales Tax Revenue Bonds (as defined therein) secured by the District’s share of the one cent local government infrastructure sales surtax levied and collected pursuant to Section 212.055(2), Florida Statutes, and Ordinance No. 2016-032 of Palm Beach County, Florida.

“Maturity Date” means the date on which the principal and interest on the Amended Note, or any portion thereof, shall be payable.

“Maximum Rate” shall mean the maximum rate of interest allowed by applicable law.

“Moody’s” means Moody’s Investors Service, Inc. or if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized statistical rating organization as may be designated in writing by the District and reasonably acceptable to the Lender.

“NYFRB” shall mean the Federal Reserve Bank of New York.

“Overnight Bank Funding Rate” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Lender for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Lender at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the District.

“Paying Agent” shall mean initially the District.

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

“Pledged Funds” shall mean, until applied in accordance with the provisions of this Loan Agreement, (1) the Sales Tax Revenues, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established thereunder except (A) for the Unrestricted Revenue Account and the Rebate Fund and (B) any moneys set aside in a particular subaccount of the Reserve Account if such moneys shall be pledged solely for the payment of a different Series of Bonds for which it was established in accordance with the provisions thereof.

“Prime Rate” shall mean the rate publicly announced by the Lender from time to time as its prime rate. The Prime Rate is determined from time to time by the Lender as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index and does not necessarily reflect the lowest rate of interest actually charged by the Lender to any particular class or category of customers.

“Project Fund” shall mean the fund created and established pursuant to Section 10(F) hereof.

“Published Rate” shall mean the 1-month BSBY.

“Rating Agency” means any one or both of Moody’s and Fitch.

“Register” means the books maintained by the Registrar in which are recorded the name and address of the holder of the Amended Note.

“Registrar” shall mean, initially the District.

“Regulations” means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103, 141 through 150 and 265 of the Internal Revenue Code of 1986 in effect from time to time.

“Reset Date” shall mean the first Business Day of every month.

“Resolution” shall mean the Master Resolution as amended and supplemented by the Supplemental Resolution.

“Revolving Loan” shall have the meaning set forth in Section 3A hereof.

“State” means the State of Florida.

“Supplemental Resolution” shall mean the Resolution amending and supplementing the Master Resolution, adopted by the School Board on June 15, 2022.

“Taxable Rate” shall mean a variable annual rate of interest equal to the sum of (i) 100% of the BSBY, and (ii) the Applicable Spread plus seven (7) basis points. The Lender shall give prompt notice to the District of the Variable Interest Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

“Unused Fee” shall mean an amount equal to the product of (i) 10 bps per annum (subject to adjustment as provided in the table above) and (ii) the difference between the amount of the Available Commitment and the amount advanced by the Lender for each day in the term of the Revolving Loan. The Unused Fee shall be calculated based upon a year of 360 days and the actual number of days elapsed. The Unused Fee will be waived upon the occurrence of draws equal to or exceeding 40% of the Revolving Loan.

“U.S. Government Securities Business Day” means any day except for (A) a Saturday or Sunday or (B) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Variable Interest Rate” shall mean a variable annual rate of interest equal to the sum of (i) 79% of the BSBY, and (ii) the Applicable Spread. The Lender shall give prompt notice to the District of the Variable Interest Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE REVOLVING LOAN.

A. Revolving Loan. The Lender hereby makes and the District hereby accepts the Available Commitment in the initial aggregate stated principal amount of \$80,000,000 upon the terms and conditions herein. Each Draw shall constitute a loan made by the Bank to the District on the date of such Draw (individually, a “Revolving Loan” and collectively, the “Revolving Loans”).

B. Disbursement of Proceeds. Proceeds of a Revolving Loan shall be disbursed to the District as follows:

(i) An amount of the Revolving Loan proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Amended Note.

(ii) The balance of Revolving Loan proceeds shall be drawn as provided in Section 10(F) hereof and, when drawn, deposited to the Project Fund established by the District and applied to pay a portion of the cost of the Project.

SECTION 4. DESCRIPTION OF AMENDED NOTE.

A. General. The Revolving Loans shall be evidenced by the Amended Note. The Amended Note shall be dated as of the date of initial delivery thereof; shall mature on July 13, 2023, shall be in registered form; and shall bear interest from the respective dates each Draw is made pursuant to the terms hereof until payment of the principal amounts thereof, at the Variable Interest Rate. The Unused Fee and interest on the Amended Note shall be payable on the first day of each month, commencing August 1, 2022, and at the maturity of the Amended Note, calculated on the daily outstanding principal balance on an actual /360 day year. Notwithstanding the foregoing, in the event the District draws 40% or more of the Available Commitment, the Unused Fee shall be waived for the period beginning on the date of a Draw which in the aggregate of Draws made equals or exceeds 40%, through the balance of the term of Loan.

If the District desires to increase the Available Commitment the District shall provide its written request to the Lender and, subject to and upon agreement by the Lender and the District to the terms of such extension and receipt of an opinion at the expense of the District of nationally recognized bond counsel that interest on the Amended Note will continue to be excludable from gross income for federal income tax purposes, the Available Commitment shall be increased as described in clause (c) of the definition of Available Commitment, provided the aggregate stated principal amount of the Amended Note shall not exceed \$200,000,000.

If the District desires to extend the Maturity Date of the Amended Note past July 13, 2023, it shall provide its written request to the Lender not later than ninety (90) days before the scheduled Maturity Date, and, subject to and upon agreement by the Lender and the District to the terms of such extension and receipt of an opinion of nationally recognized bond counsel that interest on the Amended Note will continue to be excluded from gross income for federal income tax purposes, the Maturity Date shall be extended for a period and upon terms and conditions agreed upon by the District and the Lender.

B. Prepayment. The Amended Note may be prepaid in whole or in part on any Business Day, upon at least two Business Days' prior written notice to the Lender specifying the amount of prepayment.

C. Adjustment of Interest Rate Upon Determination of Taxability; Unavailability of Benchmark. (i) If a Determination of Taxability shall occur, commencing on the date of the Determination of Taxability, the Amended Note shall bear interest at the Taxable Rate. In addition, upon a Determination of Taxability, the District shall, immediately upon demand, pay to the holder of the Amended Note (or prior holder, if applicable) (A) an additional amount equal to the difference between (1) the amount of interest actually paid on the Amended Note during the Taxable Period and (2) the amount of interest that would have been paid during the Taxable Period had the Amended Note borne interest at the Taxable Rate, and (B) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the holder as a result of the Determination of Taxability. As used herein, "Taxable Period" shall mean the period of time between (a) the date that interest on the Amended Note is deemed to be included in the gross income of the owner thereof for federal income tax purposes

as a result of a Determination of Taxability, and (b) the date on which the interest on the Amended Note has been paid at the Taxable Rate.

The above adjustments shall be cumulative, but in no event shall the interest on the Amended Note exceed the Maximum Rate. The above adjustments to the interest rate on the Amended Note shall be effective for all periods during which tax treatment of the interest on the Amended Note by the Lender is affected, and this adjustment shall survive payment on the Amended Note until such time as the Federal statute of limitations under which interest on the Amended Note could be declared taxable under the Code shall have expired. Proper partial adjustment shall be made if the tax treatment is effective after the first day of the Lender's tax year or if the interest on the Amended Note does not accrue for the entire tax year of the Lender. Adjustments which create a circular calculation because the interest on the Amended Note is affected by the calculation shall be carried out sequentially, increasing the interest on the Amended Note accordingly in each successive calculation using as the new value the increase in the interest rate on the Amended Note, until the change in the interest rate to the holder caused by the next successive calculation of the adjustment is *de minimis*.

The Lender shall promptly notify the District in writing of any adjustment to the interest rate as required above and the calculation of the interest rate by the Lender shall be binding, absent manifest error. The Lender shall certify to the District in writing the additional amount, if any, due to the Lender as a result of an adjustment in the interest rate pursuant hereto.

(ii) **Benchmark Replacement Provisions.** If the applicable rate under the Amended Note is based on a Benchmark (as defined below) and the Lender determines (which determination shall be final and conclusive) that (A) such Benchmark cannot be determined pursuant to its definition other than as a result of a Benchmark Transition Event (as defined below), or (B) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impossible for the Lender to make or maintain or fund loans based on such Benchmark, then the Lender shall give notice thereof to the District. Thereafter, until the Lender notifies the District that the circumstances giving rise to such determination no longer exist, (a) the availability of any interest rate based on such Benchmark shall be suspended, and (b) the interest rate for all amounts then bearing interest based on such Benchmark shall be converted to a rate of interest per annum equal to the Base Rate either (i) on the next succeeding Reset Date if the Lender may lawfully continue to maintain or fund loans based on such Benchmark to such day, or (ii) immediately if the Lender may not lawfully continue to maintain or fund loans based on such Benchmark.

Notwithstanding anything to the contrary herein or in the Resolution or the Amended Note (collectively, the "Operative Documents"), if the Lender determines (which determination shall be final and conclusive) that a Benchmark Transition Event has occurred with respect to a Benchmark, the Lender may amend the Amended Note to replace such Benchmark with a Benchmark Replacement (as defined below); and any such amendment shall be in writing, shall

specify the date that the Benchmark Replacement is effective and will not require any further action or consent of the District. Until the Benchmark Replacement is effective, amounts bearing interest with reference to a Benchmark will continue to bear interest with reference to such Benchmark as long as such Benchmark is available, and otherwise such amounts automatically will bear interest at the rate per annum equal to the Base Rate. In connection with the implementation and administration of a Benchmark Replacement, the Lender will have the right to make technical, administrative or operational changes from time to time that the Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with market practice or as reasonably necessary as determined by the Lender (which determination shall be final and conclusive) and, notwithstanding anything to the contrary herein or in any other Operative Document, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the District. The Lender will promptly notify the District of any such technical, administrative or operational changes.

For purposes of this Section 4(c)(ii), the following terms have the meanings set forth below:

“Benchmark” means, at any time, any interest rate index (or tenor of an interest rate index) then used in the determination of an interest rate under the terms of the Amended Note. Once a Benchmark Replacement becomes effective under the Amended Note, it is a Benchmark. For example, BSBY is a Benchmark under the Amended Note.

“Benchmark Replacement” means, for any Benchmark, the sum of (a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case that has been selected by the Lender as the replacement for such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the official sector or any official sector-sponsored committee or working group, for U.S. dollar-denominated credit facilities at such time; provided that, if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of the Amended Note and the other Operative Documents.

“Benchmark Transition Event” shall mean a public statement or publication by or on behalf of the administrator of a Benchmark, the regulatory supervisor of such administrator, the Board of Governors of the Federal Reserve System, NYFRB, an insolvency official or resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease to provide such Benchmark permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide such Benchmark or (b) such Benchmark is or will no longer be representative.

SECTION 5. EXECUTION OF AMENDED NOTE. The Amended Note shall be executed in the name of the District by the Chair or Vice Chair, and attested and countersigned by the Superintendent, and its official seal or a facsimile thereof shall be affixed thereto or

reproduced thereon. The Amended Note may be signed and sealed on behalf of the District by any person who at the actual time of the execution of such Amended Note shall hold such office in the District, although at the date of such Amended Note such person may not have been so authorized. The Amended Note may be executed by the facsimile signatures of the Chair, Vice Chair or Superintendent.

SECTION 6. REGISTRATION AND TRANSFER OF AMENDED NOTE. The Amended Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each registered owner, in accepting the Amended Note, shall be conclusively deemed to have agreed that such Amended Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of the Amended Note is shown on the Register shall be deemed the owner thereof by the District and the Registrar, and any notice to the contrary shall not be binding upon the District or the Registrar. The District and the Registrar may treat the registered owner as the absolute owner of the Amended Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Amended Note may be transferred only upon the Register. Upon surrender to the Registrar for transfer or exchange of any Amended Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee, as the case may be, a new fully registered Amended Note of the same maturity and interest rate and for the aggregate principal amount as the Amended Note surrendered. The Amended Note may not be transferred except to a Permitted Lender. A "Permitted Lender" shall mean any affiliate of the Lender or any bank, trust company, savings institution, finance or leasing company, "accredited investor" or "qualified institutional buyer" pursuant to Rule 144A (a "QIB") promulgated under the Securities Act of 1933, or insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State. Notwithstanding the foregoing, the Lender shall have the right to grant participations in all or a portion of the Lender's interest in the Amended Note to a QIB or one or more other banking institutions; provided, however that any increased costs of such participant(s) shall be limited to those costs that would have been incurred by the Lender if the Lender had not participated any such portion of the Amended Note; provided, further, that, solely with respect to participations, the District shall be required to deal only with the Lender with respect to any matters related to the Amended Note.

The Amended Note presented for transfer, exchange, redemption or payment (if so required by the District or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the District or the Registrar, duly executed by the registered owner or by his duly authorized attorney.

The Registrar or the District may require payment from the registered owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto by any governmental body other than the District. Such charges and expenses shall be paid before any such new Amended Note shall be delivered.

The new Amended Note delivered upon any transfer or exchange shall be a valid obligation of the District, evidencing the same debt as the Amended Note surrendered, shall be secured under this Agreement and the Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Amended Note surrendered.

Whenever any Amended Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Amended Note shall be canceled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the District.

SECTION 7. AMENDED NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case any Amended Note shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and complying with such other reasonable regulations and conditions as the District may prescribe and paying such expenses as the District may incur, the Registrar shall issue and deliver a new Amended Note of like tenor as the Amended Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Amended Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Amended Note, upon surrender of such mutilated Amended Note, if any, to the Registrar and the cancellation thereof; *provided, however,* if the Amended Note shall have matured or be about to mature, instead of issuing a substitute Amended Note, the District may pay the same, upon being indemnified as aforesaid, and if such Amended Note be lost, stolen or destroyed, without surrender thereof. Any Amended Note surrendered under the terms of this Section 7 shall be canceled by the Registrar.

Any such duplicate Amended Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the District whether or not, as to the duplicate Amended Note, the lost, stolen or destroyed Amended Note be at any time found by anyone, and such duplicate Amended Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the special funds, as hereinafter pledged, to the same extent as the other Amended Note issued hereunder.

SECTION 8. FORM OF AMENDED NOTE. The Amended Note shall be in substantially the form of **Exhibit A** hereto with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Agreement.

SECTION 9. SECURITY FOR AMENDED NOTE; AMENDED NOTE NOT DEBT OF THE DISTRICT. The payment of the principal of and interest on the Amended Note shall be secured forthwith, by a lien upon and a pledge of the Pledged Funds and entitled to all the protection and security provided to Bonds under the Master Resolution, as amended and supplemented by the Supplemental Resolution. Until the Amended Note is paid or deemed paid pursuant to the provisions of this Agreement, the District hereby pledges Sales Tax Revenues and

other Pledged Funds in each Fiscal Year, in amounts sufficient to pay the outstanding principal and interest due on the Amended Note, and all other amounts owing hereunder.

The Amended Note shall not constitute a general obligation or indebtedness of the District and the Lender shall never have the right to require or compel the levy of taxes upon any property of or in the District for the payment of the principal of and interest on the Amended Note. The District does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Amended Note.

SECTION 10. COVENANTS OF THE DISTRICT. So long as any of the principal of or interest on the Amended Note shall be outstanding and unpaid, the District covenants with the Lender as follows:

A. Tax Compliance. The District will take all actions necessary to maintain the excludability of interest on the Amended Note from gross income for federal income tax purposes.

B. Financial Statements. Not later than 270 days following the end of each Fiscal Year, the District shall provide the Lender or other registered owner of the Amended Note (in electronic format, if available) the annual audited financial statements of the District audited by the District's certified public accountants, together with the report of such accountants containing only such qualifications as are reasonably acceptable to the Lender. The District shall also provide the Lender with a certificate that no Event of Default has occurred and is continuing hereunder, and that the District is in material compliance with all covenants on its part set forth herein.

C. Annual Budget and Other Information. The District shall prepare its annual budget in accordance with Florida law, and shall provide the Lender a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the Board, together with such other information the Lender may reasonably request.

D. Debt Service Fund. The District hereby creates and establishes a special separate fund to be called the "School District of Palm Beach County, Florida Sales Tax Revenue Note, Series 2019 Debt Service Fund" (hereinafter called the "Debt Service Fund").

On or before the Business Day prior to each date fixed for the payment of principal or interest on the Amended Note, the District shall deposit from Sales Tax Revenues to the Debt Service Fund the amounts sufficient to pay the interest and principal becoming due on the Amended Note on the next payment date therefor.

The amounts remaining on deposit in the Debt Service Fund on the day following the respective interest or principal payment may be withdrawn by the District and applied for other District purposes. In no event shall any moneys remain on deposit in the Debt Service Fund for a period greater than 13 months.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the District in Authorized Investments maturing or redeemable at the option of the District not later than the date such amounts are needed for the payments required hereunder.

Except to the extent otherwise required by any provision hereof or of any tax compliance certificate delivered in connection with the delivery of the Amended Note, all income from the investment of moneys in the fund and accounts established by this Agreement shall, upon receipt thereof, be deposited to the credit of the Debt Service Fund and used for the purposes thereof.

The designation of a special fund by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in the foregoing fund established herein may be deposited in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit therein into the fund established hereunder and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

The District shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments in said fund is at least equal to the total principal of and interest on the Amended Note then outstanding.

E. Rebate Fund. The District hereby creates and establishes a special separate fund to be called the “School District of Palm Beach County, Florida Sales Tax Revenue Note, Series 2019 Rebate Fund” (herein called the “Rebate Fund”). The District hereby agrees to cause the arbitrage rebate amount to be calculated as set forth in the District’s Certificate as to Arbitrage and Certain Other Tax Matters delivered at the time of closing of the Loan, and to cause the required amount to be deposited into the Rebate Fund herein established. Amounts on deposit in the Rebate Fund shall be held in trust by the District and used solely to make the required rebates to the United States of America, and neither the Lender nor the District shall have any right or claim to such moneys.

F. Draws of Amended Note Proceeds; Project Fund. The principal amount of the Amended Note is available for draw-down by the Issuer for deposit into the Project Fund, in the manner provided below, provided that no more than two such Draws shall be made per month, and no Draw shall be for less than \$100,000.

In the case of any Draw, the Lender shall make a disbursement from amounts deemed credited to the Project Fund only upon delivery to the Lender of a Draw Certificate signed by an Authorized District Officer in the form attached hereto as **Exhibit B**, accompanied by a signed opinion of Note Counsel in the form attached hereto as **Exhibit C** and a signed Department of the Treasury, IRS Form 8038-G and such other documents as Note Counsel deems necessary and a reliance letter addressed to the Purchaser.

The Revolving Loans are made under this Revolving Line of Credit Agreement pursuant to which the District may draw funds as needed, up to the Available Commitment. Draw Certificates received by the Lender by 3 p.m. New York Time on a Business Day, shall be treated as a same day request. Draw Certificates received by the Lender after 3 p.m. New York Time on a Business Day shall be treated as received on the next Business Day. Amounts advanced and repaid may be re-advanced. Each amount drawn shall be funded by the Lender within two Business Days of the date of the Draw Certificate (as such date is calculated pursuant to this paragraph) into an account of the District for which account information has been provided by the District.

Notwithstanding any of the other provisions of this Section 10(F), to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal and interest on the Amended Note when due.

Promptly after the date of the completion of the portion of the Project funded by the Revolving Loans, and after paying or making provisions for the payment of all unpaid items of the cost of such Project, the District shall deposit any balance of moneys remaining in the Project Fund in such other fund or account as shall be determined by the Board, provided the District has received an opinion of bond counsel to the effect that such transfer shall not adversely affect the exclusion of interest on the Amended Note from gross income for purposes of federal income taxation.

G. Notice to Lender. The District agrees to notify the Lender within five (5) Business Days if an Event of Default occurs hereunder, or of any event that, with the passage of time or giving of notice, would become an Event of Default, should occur.

SECTION 11. APPLICATION OF AMENDED NOTE PROCEEDS. The proceeds of the Amended Note shall first be applied by the District to pay the costs of preparation and issuance of the Amended Note and thereafter shall be deposited into the Project Fund established hereby and used by the District, together with other available funds, to pay the cost of the Project.

SECTION 12. CONDITIONS PRECEDENT. The obligation of the Lender to make the disbursement of proceeds is subject to the satisfaction of each of the following conditions precedent on or before the closing date:

A. Action. The Lender shall have received copies of the Resolution approving the execution and delivery by the District of this Agreement, the Amended Note and the financing documents to which the District is a party, in each case certified as complete and correct as of the closing date.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the District in respect of each of the officers who is authorized to sign this Agreement, the Amended Note and the financing documents to which it is a party on behalf of the District.

C. Opinion of Counsel to the District. The Lender shall have received a written opinion of counsel to the District covering matters relating to the transactions contemplated by this Agreement, the Amended Note and the financing documents, in form and substance satisfactory to the Lender.

D. Opinion of Bond Counsel. The Lender shall have received an opinion from bond counsel in respect of the Amended Note, in form and substance satisfactory to the Lender. The opinion shall, at a minimum, address (i) the enforceability of the Resolution, the Amended Note and this Agreement, (ii) that the payment of the principal of and interest on the Amended Note is secured equally and ratably with Bonds issued under the Master Resolution by a pledge of and lien upon the Pledged Funds (iii) the status of interest on the Amended Note being excludable from gross income for federal income tax purposes under the provisions of Section 103 of the Code, and (iv) that it is not necessary to register the Amended Note under the Securities Act of 1933, as amended, or to qualify this Agreement under the Trust Indenture Act of 1939, as amended.

E. No Default, Etc. No Event of Default (as defined herein) shall have occurred and be continuing as of the closing date or will result from the execution and delivery of this Agreement; the representations and warranties made by the District shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Lender shall have received a certificate from the District to the foregoing effect.

F. Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

G. There shall be no change in applicable tax laws that would prevent the interest on a Draw not being excludable from the gross income for federal income tax purposes of the Lender.

SECTION 13. REPRESENTATIONS AND WARRANTIES. The District represents and warrants to the Lender that:

A. Organization. The District is a governmental authority created by Article IX, Section 4 of the Florida Constitution.

B. Authorization of Agreement and Related Documents. The District has the power and has taken all necessary action to authorize the execution, delivery and performance of the District's obligations under this Agreement, the Amended Note and each of the financing documents to which it is a party in accordance with its respective terms. This Agreement has been duly executed and delivered by the District and is, and the Amended Note and each of the financing documents to which it is a party when executed and delivered will be, legal, valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium applicable to the District and general equitable principles regarding the availability of specific performance.

C. Sales Tax Revenues. The District currently receives the Sales Tax Revenues, and is legally entitled to pledge such Sales Tax Revenues in sufficient amounts in each Fiscal Year to pay the principal of and interest on the Amended Note, when due. The Sales Tax Revenues are estimated to be sufficient to pay the principal of and interest on the Amended Note as the same becomes due and to make all other payments required to be made from such Sales Tax Revenues by the terms of this Agreement or other instruments to which the District is a party or pursuant to which all or any portion of the Sales Tax Revenues may be obligated.

D. Financial Statements. The financial statements of the District for the year ended June 30, 2021, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the District as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues (including, without limitation, Sales Tax Revenues), properties or operations of the District.

E. No Violation of Law or Contract. The District is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the District or the ability of the District to perform its obligations hereunder and under the Amended Note. The making and performing by the District of this Agreement and the Amended Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the District is a party or by which the District is bound, the breach of which could result in a material and adverse impact on the financial condition of the District or the ability of the District to perform its obligations hereunder and under the Amended Note.

F. Pending or Threatened Litigation. Except as has been disclosed to the Lender in writing, there are no actions or proceedings pending against the District or affecting the District or, to the knowledge of the District, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the condition of the District, financial or otherwise, or which question the validity of this Agreement or the Amended Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

SECTION 14. TAX COMPLIANCE. Neither the Board nor any third party over whom the Board or the District has control, will make any use of the proceeds of the Amended Note or the Pledged Funds at any time during the term thereof which would cause the Amended Note to be a "private activity bond" within the meaning of Section 103(b)(1) of the Code or "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The Board covenants throughout the term of the Amended Note to comply with the requirements of the Code and the Regulations, as amended from time to time in order to maintain the excludability of interest on the Amended Note from gross income for federal income tax purposes.

SECTION 15. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

District: School District of Palm Beach County, Florida
3300 Forest Hill Blvd,
West Palm Beach, Florida 33406
Attention: Superintendent

Lender: PNC Bank, National Association
201 North Franklin Street
Suite 1500
Tampa, Florida 33602
Attention: J. Michael Olliff
Senior Vice President

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Except as otherwise specifically required, notices also may be made by Electronic Means. Notices to the Paying Agent shall be effective only upon the receipt thereof by the Paying Agent.

SECTION 16. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Agreement and the term "Events of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

- A. Failure by the District to timely pay any amount due hereunder;
- B. Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of 90 days after the earlier of written notice (a) is received by the District or (b) was required to have been provided to the Lender pursuant to Section 10(G) hereof, unless the Lender shall agree in writing to an extension of such time prior to its expiration;
- C. Any warranty, representation or other statement by the District or by an officer or agent of the District contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;
- D. A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within 60 days of such filing;
- E. The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- F. The District admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes

insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days; or

G. Any debt of or assumed by the District with combined annual debt service in excess of \$10 million (i) is not paid when due nor within any applicable grace period in any agreement or instrument relating to such debt, (ii) becomes due and payable before its normal maturity by reason of a default or Event of Default, however described, or (iii) becomes subject to a moratorium.

H. This Agreement, the Amended Note or any financing document is determined to be invalid or the enforceability repudiated by the District.

SECTION 17. REMEDIES. The Lender may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the District, the Board or by any officer thereof, and may take all steps to enforce this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. The Lender shall be entitled to its reasonable costs and expenses (including reasonable fees and expenses of counsel) incurred in enforcing any of its rights under this Agreement after an Event of Default.

SECTION 18. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the Amended Note or for any claim based on the Amended Note or on this Agreement, against any present or former member or officer of the Board or any person executing the Amended Note.

SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement.

SECTION 20. DEFAULT RATE. Upon and during the continuance of an Event of Default, the Amended Note shall bear interest at the Default Rate until all amounts then due under the Amended Note are paid in full.

SECTION 21. DEFEASANCE. If, at any time the District shall have paid the principal and interest with respect to the Amended Note and all costs and expenses of the Lender payable under this Agreement, then, and in that event, the pledge of and lien on the Pledged Funds in favor of the Lender shall be no longer in effect and the District shall have no further obligation to comply with the covenants contained in Section 10 hereof, other than the covenant contained in paragraph (A) of Section 10.

SECTION 22. WAIVER OF JURY TRIAL. With respect to any suit or action between the District and the Lender relating to the Amended Note or this Agreement or any other aspect of the transaction between the District and the Lender, the District and the Lender each expressly waives any right to a jury trial, and agrees that the exclusive venue for any such suit or action shall be in any state or federal court in the State.

SECTION 23. AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended by the District, only with the prior written consent of the Lender.

SECTION 24. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the District acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the District and (v) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the District with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District, or any other person and (ii) the Lender has no obligation to the District, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Lender has no obligation to disclose any of such interests to the District. To the fullest extent permitted by law, the District hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. If the District would like a municipal advisor in this transaction that has legal fiduciary duties to the District, the District is free to engage a municipal advisor to serve in that capacity to the District. The transactions contemplated herein and the Amended Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 25. PERMISSION TO USE INFORMATION. The District agrees and consents that the Lender shall be permitted to use information related to the loan transaction in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo or other identifying name on marketing materials or of "tombstone" advertisements in publications of its choice at its own expense.

SECTION 26. APPLICABLE LAW AND VENUE. The Amended Note shall be governed by applicable federal law and the internal laws of the State. The District agrees that

certain material events and occurrences relating to the Amended Note bear a reasonable relationship to the laws of the State and the validity, terms, performance and enforcement of the Amended Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. Unless applicable law provides otherwise, in the event of any legal proceedings arising out of or related to the Amended Note, the District consents to the jurisdiction and venue of any court located in the State.

SECTION 27. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the District and the Lender and shall inure to the benefit of the District and the Lender and their respective successors and assigns.

SECTION 28. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 29. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 30. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, as the governing body
of the SCHOOL DISTRICT OF PALM
BEACH COUNTY, FLORIDA

Karen Brill
Vice Chair

ATTEST:

Michael J. Burke
Superintendent

PNC BANK, NATIONAL ASSOCIATION

By: 
J. Michael Olliff
Senior Vice President

[Signature Page to Amended Revolving Line of Credit Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the governing body of the SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA



Karen Brill
Vice Chair

ATTEST:



Michael J. Burke
Superintendent

PNC BANK, NATIONAL ASSOCIATION

By: _____

J. Michael Olliff
Senior Vice President

EXHIBIT A
FORM OF AMENDED NOTE

Transfer of this Amended Note is restricted to any affiliate of PNC Bank, National Association, or any bank, trust company, savings institution, finance or leasing company, “accredited investor” or “qualified institutional buyer” pursuant to Rule 144A promulgated under the Securities Company Act of 1933, or insurance company engaged as a regular part of its business in making loans in the State of Florida, all as provided by the Loan Agreement referenced below.

No. R-2

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AMENDED SALES TAX REVENUE NOTE, SERIES 2019

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
Variable as described below	July 13, 2023	June 27, 2022

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: Up to \$80,000,000¹

KNOW ALL MEN BY THESE PRESENTS, that the School District of Palm Beach County, Florida (the “District”), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above the principal amount then outstanding pursuant to the terms of that certain Amended Revolving Line of Credit Agreement dated June 27, 2022 between The School Board of Palm Beach County, Florida, as the governing body of the District, and the Registered Owner (the “Loan Agreement”), plus interest thereon from the respective dates Draws are made pursuant to the terms of the Loan Agreement described below to the date of payment thereof, at the Variable Interest Rate (as defined in the Loan Agreement) until payment of the Principal Amount above stated (or such lesser amount advanced), such interest to be calculated on a 360-day year comprised of twelve 30-day months. Interest on the Amended Note shall be payable on the first day of each month together with the Unused Fee (as defined in the Loan Agreement) by electronic payment (or such other form of payment reasonably acceptable to the Registered Owner), commencing August 1, 2022, and at the maturity of the Amended Note, calculated on the daily outstanding principal balance on an actual / 360 day year plus the Unused Fee and will be due monthly on the first day of the each month. Notwithstanding the foregoing, in the event the District draws 40% or more of the Available Commitment (as defined below), the Unused Fee shall be waived for the period beginning on the date of a Draw which in the aggregate of Draws made equals or exceeds 40%, through the Maturity of the Amended Note. No presentment shall be required for any payment or prepayment on the Amended Note except upon payment in full.

¹ The stated principal amount of this Amended Note shall be adjusted as described in the Loan Agreement.

“Available Commitment” means, on any date, an initial amount equal to \$80,000,000 adjusted from time to time as follows: (a) downward in an amount equal to a Draw pursuant to the Loan Agreement; (b) upward in an amount equal to the principal amount of any Draw made to the District under the Loan Agreement that is repaid or prepaid, as applicable, in the manner provided herein; (c) upward in an amount equal to an increase in stated principal amount pursuant to Section 4A of the Loan Agreement, and (d) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms of the Loan Agreement; provided, that, after giving effect to any of the foregoing adjustments the Available Commitment shall never exceed \$200,000,000 at any one time.

This Amended Note may be prepaid in whole or in part prior to maturity on any Business Day upon two (2) Business Days’ prior written notice to the Registered Owner hereof. Capitalized terms used herein and not defined are used as defined in the Loan Agreement.

This Amended Note is issued under the authority of Section 212.055(2), Florida Statutes, Chapters 1001, 1011 and 1013, Florida Statutes, the Constitution of the State of Florida and other applicable provisions of law, and pursuant and subject to the terms and conditions of the Resolutions duly adopted by the Board of the District on May 8, 2019 and June 15, 2022 (collectively, the “Resolution”), to which reference should be made to ascertain those terms and conditions.

This Amended Note shall not constitute a general obligation or indebtedness of the District, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the District for the payment of the principal of and interest on this Amended Note. This Amended Note shall not constitute a lien upon the Project (as defined in the Loan Agreement), or upon any property of or in the District, but shall be payable solely from the Pledged Funds in the manner provided in the Loan Agreement. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Amended Note and the duties and obligations of the District hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Amended Note, have happened, exist and have been performed in regular and due form and time as so required.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the School District of Palm Beach County, Florida, has caused this Amended Note to be executed by the Vice Chair of The School Board of Palm Beach County, Florida, and attested by Superintendent and Ex-Officio Secretary of The School Board of Palm Beach County, Florida, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereto.

**SCHOOL DISTRICT OF PALM BEACH
COUNTY, FLORIDA**

Vice Chair of The School Board of Palm
Beach County, Florida

[SEAL]

ATTEST:

Superintendent and Ex-Officio Secretary
of The School Board of Palm Beach County,
Florida

The following abbreviations, when used in the inscription on the face of the within, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

JT TEN - as joint tenants with right of survivorship

TEN ENT - as tenants by the entireties and not as tenants in common

UNIF GIF MIN ACT - _____ UNIF TRANS MIN ACT - _____ (Cust.)

Custodian for _____ Custodian for _____
(Minor)

under Uniform Gifts to Minor under Uniform Transfers to

Minors Act of _____ Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Amended Note and does hereby irrevocably constitute and
appoint

_____ as his agent to transfer the Amended Note on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by
an institution which is a participant in the
Securities Transfer Agent Medallion
Program (STAMP) or similar program.
alternation or

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Amended Note in every particular, without
enlargement or change whatever.

(Authorized Officer)

EXHIBIT B

FORM OF DRAW CERTIFICATE

\$80,000,000

**School District of Palm Beach County, Florida
Amended Sales Tax Revenue Note, Series 2019**

PNC Bank, National Association
420 S. Orange Avenue, Suite 300
Orlando, Florida 32801

Dated: _____, 202__

Draw No. _____

Total Amounts Outstanding together with this draw request: \$ _____

This Draw Certificate is made pursuant to Section 10(F) of the Amended Revolving Line of Credit Agreement (the "Loan Agreement") dated June 27, 2022, between the School District of Palm Beach County, Florida (the "Issuer") and PNC Bank, National Association, to pay a portion of the costs of the Project referenced therein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

The Draw hereunder is for the principal amount of \$ _____. Such amount shall be paid to the Issuer by wire transfer at the following address:

To:
Account Name: District Project Account

The principal amount of the Amended Note related to such Draw shall bear interest from the date hereof.

The opinion of Note Counsel in the form attached to the Loan Agreement as Exhibit C is attached hereto.

The Issuer hereby certifies that:

(a) it is not on the date hereof, and will not hereafter be, in default of any of the representations, warranties and covenants of the Issuer contained in the Loan Agreement;

(b) to its knowledge, no default and no event or condition which, with the passage of time or the giving of notice, or both, would constitute a default under any construction contract for the Project, has occurred or exists as of the date hereof;

(c) all conditions of the Loan Agreement to the disbursement of the funds hereby requested have been fulfilled, the disbursement of the funds hereby is authorized or permitted by

the Act, and no Event of Default or any other event which, with the passage of time or notice would constitute an Event of Default, has occurred or exists as of the date hereof under the Loan Agreement.

SCHOOL DISTRICT OF PALM BEACH
COUNTY, FLORIDA,

By: _____

EXHIBIT C
FORM OF TAX OPINION

EXHIBIT C

**FORM OF OPINION OF NOTE COUNSEL
(AMENDED SALES TAX REVENUE NOTE)**

Assuming satisfaction by the School District of Palm Beach County, Florida (the "District") and the Lender (as defined in the Amended Revolving Line of Credit Agreement (hereinafter defined)) of their respective obligations required to be satisfied pursuant to the Amended Revolving Line of Credit Agreement dated June 27, 2022, between the District and the Lender, amending the Revolving Line of Credit Agreement, dated June 27, 2019, by and between the District and PNC Bank, National Association, as lender (the "Lender"), and the advance of funds to the School Board by the Lender, and no change in any applicable law, regulations or rulings, or in interpretations thereof, or in any other facts or circumstances (tax or otherwise) which, in our view, affect or are material to our opinion (including, without limitation, the existence of any litigation), Greenberg Traurig, P.A., Note Counsel, will be able to issue its approving opinion on the date of any Draw Certificate (as defined in the Amended and Restated Revolving Line of Credit Agreement), in substantially the following form.

[Date of Draw Certificate]

School District of Palm Beach
County, Florida
3300 Forest Hill Boulevard
West Palm Beach, Florida 33406-5813

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AMENDED SALES TAX REVENUE NOTE**

Ladies and Gentlemen:

We have acted as Note Counsel to The School Board of Palm Beach County, Florida ("School Board"), acting as the governing body of the School District of Palm Beach County, Florida (the "District"), in connection with the authorization, issuance and sale of its Amended Sales Tax Revenue Note (the "Amended Note"). The Amended Note is issued in an aggregate amount of principal which shall never exceed \$80,000,000 outstanding at any one time.

The Amended Note is being issued by the District pursuant to the Amended Revolving Line of Credit Agreement dated June 27, 2022 (the "Amended Revolving Line of Credit Agreement"), by and between the School Board and PNC Bank, National Association, as lender (the "Lender"), amending the Revolving Line of Credit Agreement, dated June 27, 2019, by and between the School Board and the Lender, as authorized under: (i) the Constitution and laws of the State of Florida, including particularly Section 212.055(2), Florida Statutes, Chapters 1001, 1011 and 1013, Florida Statutes (the "Act"); (ii) Ordinance 2016-032 of Palm Beach County, Florida (the "Ordinance"); (iii) the Interlocal Agreement dated May 10, 2016, among Palm Beach County, Florida, the School Board and the signatory municipalities, as recorded among

the Public Records of Palm Beach County, Florida at OR 2016, Page 0588 (the “Interlocal Agreement”); (iv) a referendum of the electors of Palm Beach County, Florida, on November 8, 2016, approving the imposition of a Countywide infrastructure sales surtax in accordance with Section 212.055(2), Florida Statutes (“Infrastructure Sales Surtax Referendum”); (v) a Master Resolution of the School Board adopted on May 8, 2019 (the “Master Resolution”) authorizing the issuance of sales tax revenue bonds, a Supplemental Resolution of the School Board, adopted on May 8, 2019, as amended and supplemented by a Supplemental Resolution adopted by the School Board on June 15, 2022, authorizing the execution of the Amended Revolving Line of Credit Agreement and the issuance of the Amended Note (collectively, the “Supplemental Resolutions” and together with the Master Resolution, the “Note Resolution”); (the Act, the Ordinance, the Infrastructure Sales Surtax Referendum, the Interlocal Agreement, and the Note Resolution being collectively referred to herein as the “Note Authorization”).

The Amended Note is being issued for the purposes of providing funding for all or a part of the cost of the Project (as such term is defined in the Master Resolution).

The obligation of the District to pay principal and interest, if any, due under the Amended Revolving Line of Credit Agreement shall be represented by the Amended Note initially registered in the name of PNC Bank, National Association, in the principal amount up to \$80,000,000, which principal amount shall be adjusted as provided in the Amended Revolving Line of Credit Agreement.

For the purposes of the opinions rendered herein, we have examined certified copies of the proceedings of the District and other information submitted to us relative to the issuance and sale by the District of the Amended Note. In addition to the foregoing, we have examined and have relied upon such other agreements, certificates, documents and opinions, including certificates or representations of public officials and other officers and representatives of the various parties participating in this transaction as we have deemed relevant and necessary in connection with the opinions expressed below. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in such agreements, documents, certificates, representations and opinions, and have relied solely on the facts, estimates and circumstances described and set forth therein.

Based on this examination, we are of the opinion that, under existing law:

1. The Note Resolution has been duly adopted by the School Board and constitutes a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject to bankruptcy laws and other laws affecting creditors’ rights and to the exercise of judicial discretion.
2. Under the Note Authorization, the District is authorized to issue the Amended

Note, and the terms thereof comply with the requirements of the Note Authorization.

3. The Amended Note has been duly authorized and executed, and upon the issuance and delivery thereof in accordance with the terms of the Note Authorization, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject to bankruptcy laws and other laws affecting creditors' rights and to the exercise of judicial discretion.

4. The Amended Revolving Line of Credit Agreement constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, subject to bankruptcy laws and other laws affecting creditors' rights and to the exercise of judicial discretion.

5. The Amended Note shall not constitute a general obligation or indebtedness of the District as a "bond" within the meaning of any provision of the Constitution of the State, but shall be and is hereby declared to be a limited obligation of the District, the principal of and interest on which is payable solely from the Pledged Funds (as defined in the Amended Revolving Line of Credit Agreement) in the manner provided herein and in the Note Resolution *pari passu* with all other obligations issued under the Master Resolution, the principal of and interest on the Amended Note and all other payments provided for herein to be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in the District to pay the principal of or interest on the Amended Note or other payments provided for herein. Furthermore, neither the Amended Note nor the interest thereon shall be or constitute a lien upon the Project or upon any other property of or in the District other than the Pledged Funds in the manner provided herein. The full faith and credit of the School Board, the District, the State of Florida, or any political subdivision or agency thereof are not pledged to the payment of the principal of and interest on the Amended Note and holder of the Amended Note shall never have the right to require or compel the exercise of any ad valorem taxing power of the School Board, the District, the State of Florida or any political subdivision or agency thereof to the payment of such principal and interest. The Amended Note and the obligations evidenced thereby shall not constitute a lien upon any property of the School Board or the District but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds (as defined in the Note Resolution) in the manner set forth in the Note Resolution and draws on the Amended Note in accordance with the terms of the Amended Revolving Line of Credit Agreement.

6. Under existing statutes, regulations, rulings and court decisions, assuming the accuracy of certain representations and certifications of the District and continuing compliance with the covenants described below, interest on the Amended Note is excludable from gross income for federal income tax purposes. Furthermore, interest on the Amended Note is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Further, the federal income tax treatment of each draw under the Amended Note is

determined by the federal income tax law in effect on the date of such draw and, thus, our opinions speak only as of the date hereof. Therefore, our opinions delivered on this date as to the federal tax treatment of each future draw may only be relied upon to the extent federal income tax law has not changed before the date of such draw. We will express no opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Amended Note. In rendering the opinion in this paragraph, we have assumed continuing compliance by the District with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied after the issuance of the Amended Note in order that interest on the Amended Note not be included in gross income for federal income tax purposes. The failure by the District to meet such requirements may cause interest on the Amended Note to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Amended Note. The District has covenanted, to the extent permitted by the Constitution and laws of the State of Florida, to comply with the requirements of the Code in order to maintain the exclusion of interest on the Amended Note from gross income for federal income tax purposes.

7. The Amended Note and the income thereon are not subject to taxation under the laws of the State of Florida, except as to estate taxes and taxes under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein.

In providing this opinion, we further advise you as follows:

- (a) This opinion may be relied upon only to the extent that after the date hereof: (i) there is no change in existing regulations, Internal Revenue Service ruling positions or procedures or law that may adversely affect the validity of the Amended Note or the exclusion of the interest thereon from the gross income for federal tax purposes of the holders thereof; (ii) the representations, agreements and covenants of the District contained in the Note Authorization, as each may be supplemented and amended from time to time with our knowledge and consent, remain true and accurate and are complied with; (iii) there has not been delivered to the District an opinion of this firm of more recent date with respect to the matters referred to herein; and (iv) this opinion has not been expressly withdrawn as evidenced by a letter to the District. Nothing in this opinion shall be construed as any undertaking on our part to monitor any changes in applicable law or to monitor or confirm the accuracy of any such representations or warranties or compliance with any such agreements or covenants after the date hereof. In addition, we undertake no duty to expressly advise any holder of the Amended Note of any change or development of which we become aware that may adversely affect the opinions set forth herein; and

- (b) This opinion is qualified to the extent that the enforcement of the Amended Note and the Amended Revolving Line of Credit Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, now or hereafter in effect, and by equitable principles which may limit the enforcement thereof.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

This letter is furnished by us as Note Counsel. No attorney-client relationship has existed or exists between our firm and PNC Bank, National Association, in connection with the execution and delivery of the Amended Revolving Line of Credit Agreement and the Amended Note or by virtue of this letter. This letter is delivered to PNC Bank, National Association, solely for its benefit as the holder of the Amended Note, and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person.

Respectfully submitted,