

City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: H.1

Department FINANCE Division FINANCE	Amount \$11,000,000.00 Org/Account #
Subject: RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED \$11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA	
Presenter: Helena Alves, CGFO,CIA,MBA, Director of Finance	
Attachments: 1. Resolution 2. Taxable Non Ad Valorem Revenue Note Series 2026 Presentation	
Background: As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance. By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders; SouthState Bank, Truist Bank, and Wells Fargo Bank. Based upon the three (3) proposals received, Wells Fargo Bank is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice).	
Recommended Action: APPROVE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED \$11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA	

RESOLUTION 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A TAXABLE NON-REVOLVING CREDIT AGREEMENT WITH WELLS FARGO BANK, NATIONAL ASSOCIATION, OR AN AFFILIATE THEREOF, PROVIDING FOR ADVANCES IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$11,000,000 TO FINANCE THE ACQUISITION OF CERTAIN REAL PROPERTY WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA AND TO PAY COSTS OF ISSUANCE; AUTHORIZING THE ISSUANCE OF A TAXABLE NOTE TO EVIDENCE THE CITY'S OBLIGATION TO REPAY ADVANCES THEREUNDER; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE NOTE; APPROVING THE FORM OF AN INTERLOCAL AGREEMENT WITH THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY PROVIDING FOR THE PAYMENT OF TAX INCREMENT REVENUES TO THE CITY IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON THE NOTE; AUTHORIZING A PRIVATE NEGOTIATED SALE OF THE NOTE WITH THE BANK; MAKING CERTAIN FINDINGS; DELEGATING CERTAIN AUTHORITY; AUTHORIZING OTHER ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast, Florida (the "City") is authorized under the Florida Constitution, the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, and the Charter of the City to borrow money and to enter into agreements for municipal purposes; and

WHEREAS, the City Council of the City created the Agency (as hereinafter defined) pursuant to Section 163.357, Florida Statutes, to carry out the community redevelopment purposes of Part III, Chapter 163, Florida Statutes, and the Agency is a legal entity separate, distinct, and independent from the City Council; and

WHEREAS, the City Council further established the boundaries of the State Road 100 Corridor Community Redevelopment Area and approved the Redevelopment Plan (as hereinafter defined); and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established the Redevelopment Trust Fund (as hereinafter defined) for the purpose of carrying out redevelopment in the State Road 100 Corridor Community Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City has determined to acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area, as more particularly described in Section 3 hereof, for redevelopment purposes; and

WHEREAS, the City, with the assistance of Hilltop Securities Inc., its municipal advisor (the "Municipal Advisor"), solicited proposals from financial institutions for a taxable non-revolving line of credit to finance such acquisition, and Wells Fargo Bank, National Association submitted a proposal dated September 17, 2026 which the City has determined to accept; and

WHEREAS, the City Council, by resolution adopted on October 6, 2026, approved an amendment to the Community Redevelopment Plan for the State Road 100 Corridor Community Redevelopment Area to authorize the use of tax increment revenues for the acquisition of such real property and for the payment of indebtedness incurred by the City to finance such acquisition; and

WHEREAS, the City and the Agency desire to enter into the Interlocal Agreement (as hereinafter defined), under which the Agency will pay to the City, from tax increment revenues deposited in the Redevelopment Trust Fund, amounts equal to the principal of and interest on the Note (as hereinafter defined) and the other amounts payable by the City under the Agreement (as hereinafter defined), and will repay the City, with interest, for any such amounts paid by the City from its Non-Ad Valorem Revenues; and

WHEREAS, the City provided notice of its intent to approve the Interlocal Agreement and thereby authorize the issuance by the Agency of a redevelopment revenue bond, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the State Road 100 Corridor Community Redevelopment Area, at least 15 days before the adoption of this Resolution, pursuant to Section 163.346, Florida Statutes; and

WHEREAS, the City Council of the City (the "City Council") has determined that it is in the best interest of the City to enter into the Agreement, to issue the Note, and to enter into the Interlocal Agreement, all as hereinafter defined and provided;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Section 2(b), Article VIII of the Florida Constitution; the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes; the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, including Sections 163.385 and 163.387, Florida Statutes; the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes; the Charter of the City; and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. The following terms shall have the following meanings unless the context clearly requires otherwise. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

"Advance" means each advance of funds made by the Bank to the City under the Agreement.

"Agency" means the State Road 100 Corridor Community Redevelopment Agency, the community redevelopment agency for the State Road 100 Corridor Community Redevelopment Area, of which the members of the City Council are the members pursuant to Section 163.357, Florida Statutes.

"Agreement" means the Taxable Non-Revolver Credit Agreement between the City and the Bank, in substantially the form attached hereto as Exhibit B, with such changes as are approved in accordance with Section 5 hereof.

"Authorized Officer" means the Mayor, the City Manager, and the Finance Director of the City, and any other officer or employee of the City designated in writing by the City Manager.

"Bank" means Wells Fargo Bank, National Association, and its successors and permitted assigns.

"Charter" means the Charter of the City of Palm Coast, Florida, as amended.

"Closing Date" means the date of execution and delivery of the Agreement and the Note, which shall occur not later than October 30, 2026.

"Increment Revenues" means the tax increment revenues deposited in the Redevelopment Trust Fund with respect to the State Road 100 Corridor Community Redevelopment Area.

"Interlocal Agreement" means the Interlocal Agreement between the City and the Agency, in substantially the form attached hereto as Exhibit C, with such changes as are approved in accordance with Section 8 hereof.

"Maturity Date" means October 1, 2029, or such earlier date as an Authorized Officer may approve.

"Maximum Facility Amount" means \$11,000,000, or such lesser amount as an Authorized Officer may approve prior to the Closing Date.

"Non-Ad Valorem Revenues" means all legally available revenues of the City other than ad valorem tax revenues.

"Note" means the City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026, or such other designation as an Authorized Officer may approve, issued pursuant to this Resolution and the Agreement to evidence the City's obligation to repay the Advances and interest thereon.

"Project" means the acquisition of the real property described in Section 3(B) hereof, together with related costs.

"Redevelopment Plan" means the Community Redevelopment Plan for the State Road 100 Corridor Community Redevelopment Area, as amended, including by the amendment approved on October 6, 2026.

"Redevelopment Trust Fund" means the community redevelopment trust fund established for the State Road 100 Corridor Community Redevelopment Area pursuant to Section 163.387, Florida Statutes.

Words importing the singular number include the plural number, and vice versa.

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

(A) The City has the power under the Act to acquire real property for municipal and redevelopment purposes, to borrow money for such purposes, and to enter into the Agreement, the Note, and the Interlocal Agreement.

(B) The City has determined to acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area, generally described in Exhibit A hereto. The acquisition of such property serves a valid public and municipal purpose and is consistent with the Redevelopment Plan.

(C) It is necessary and desirable to finance the costs of the Project and the costs of issuance of the Note through the non-revolving line of credit provided under the Agreement, which permits the City to draw funds as needed and to pay interest only on amounts actually advanced.

(D) Section 3(e) of Article VI of the Charter provides: "Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds \$15,000,000.00." The obligations of the City under the Agreement and the Note (i) are required by Section 5(B) hereof to be repaid in full on or before the Maturity Date, which is less than 36 months after the Closing Date, and may not be extended, renewed, termed out, or converted to a longer term without further action of the City Council, and (ii) are limited to a principal amount not exceeding \$11,000,000. Accordingly, the Agreement and the Note do not require authorization by the electors of the City under Section 3(e) of Article VI of the Charter.

(E) The Non-Ad Valorem Revenues are projected to be sufficient to pay the principal of and interest on the Note and all other amounts payable under the Agreement as the same become due, and to comply with the financial covenants contained in the Agreement.

(F) The Note shall be payable solely from, and secured by a lien on, the Pledged Revenues, as defined in the Agreement, which consist of the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund established under the Agreement pursuant to the covenant set forth in Section 7 hereof and Section 6.07 of the Agreement, and any proceeds of the Note on deposit in the Project Fund established under the Agreement, together with

investment earnings thereon. Until so deposited, Non-Ad Valorem Revenues shall not be subject to any lien or pledge in favor of the Bank. The Note shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional, statutory, or charter provision, and neither the Bank nor any holder of the Note shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note.

(G) Because of the characteristics of the financing, including the draw-down structure of the line of credit, its short term, the need to have funds available for the acquisition of the Project on a timely basis, and the favorable terms offered by the Bank, it is in the best interest of the City that the Note be sold by private negotiation directly with the Bank rather than sold at public sale by competitive bid. The City Council hereby makes this finding to the extent Section 218.385, Florida Statutes, applies to the Note.

(H) Interest on the Note will not be excludable from gross income for federal income tax purposes.

(I) The Agency is authorized under Section 163.387(6)(c), Florida Statutes, to expend moneys in the Redevelopment Trust Fund for the acquisition of real property in the redevelopment area and for the repayment of principal and interest on loans, advances, and other forms of indebtedness. The Redevelopment Plan, as amended, authorizes the use of tax increment revenues for the Project and for the payment of indebtedness incurred to finance the Project.

(J) It is in the best interest of the City and the Agency to enter into the Interlocal Agreement to provide for the Agency's payment to the City of Increment Revenues in amounts sufficient to pay debt service on the Note. Under the Interlocal Agreement, the Agency will pledge the Increment Revenues to the City, on a basis junior and subordinate to the lien securing the Agency's outstanding Redevelopment Refunding Revenue Note, Series 2014 and any other Note or debt obligation issued by the Agency to a lender or creditor other than the City, to secure the Agency's obligations to the City thereunder, and will repay the City, with interest at the rate borne by the Note, for any payment on the Note made by the City from Non-Ad Valorem Revenues or other funds of the City.

(K) The obligation of the City to pay the Note is not conditioned upon, and shall not be affected by, the receipt by the City of any payment from the Agency under the Interlocal Agreement. Tax increment revenues and amounts payable under the Interlocal Agreement are not pledged to the payment of the Note, except to the extent the City deposits amounts received under the Interlocal Agreement in the Debt Service Fund established under the Agreement.

(L) The Interlocal Agreement, the issuance of the Note, the Project and the expenditures contemplated thereby serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the State Road 100 Corridor Community Redevelopment Area pursuant to the Redevelopment Plan.

(M) The obligation of the Agency under the Interlocal Agreement to pay Increment Revenues to the City over a period of years constitutes "bonds" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase of the Note by the Bank, this Resolution shall be deemed to be and shall constitute a contract between the City and the Bank. The covenants and agreements set forth herein to be performed by the City shall be for the equal benefit, protection, and security of the Bank and any subsequent holder of the Note.

SECTION 5. AUTHORIZATION OF AGREEMENT.

(A) The City is hereby authorized to enter into the Agreement for the purpose of providing funds, together with other legally available funds of the City, to finance the costs of the Project and paying costs of issuance of the Note. The form of the Agreement attached hereto as Exhibit B is hereby approved, and the Mayor or the City Manager is hereby authorized to execute, and the City Clerk to attest, the Agreement on behalf of the City, with such changes, insertions, and omissions as the officer executing the Agreement, upon the advice of the City Attorney and Bond Counsel, may approve as consistent with this Resolution and not materially adverse to the City, such approval to be conclusively evidenced by the execution thereof.

(B) The Agreement shall conform to the following parameters:

(1) The aggregate principal amount of Advances outstanding at any time, and the aggregate principal amount of all Advances made under the Agreement, shall not exceed the Maximum Facility Amount. The Agreement shall be non-revolving, and amounts repaid may not be reborrowed.

(2) All principal of and accrued interest on the Note, and all other amounts payable under the Agreement, shall be due and payable in full not later than the Maturity Date. The Agreement shall not contain any provision permitting or requiring the extension, renewal, term-out, amortization, or conversion of any amount payable thereunder to a date later than the Maturity Date, and any such extension or renewal shall require the approval of the City Council and, if applicable, the electors of the City under Section 3(e) of Article VI of the Charter.

(3) The Closing Date shall occur on or after the date of adoption of this Resolution and not later than October 30, 2026.

(4) Advances shall bear interest at a variable rate per annum equal to Daily Simple SOFR (which shall be deemed to be not less than 0.00%) plus a spread not exceeding 0.56% per annum, subject to adjustment as provided in the Agreement, including upon the occurrence of an Event of Default, and subject to customary benchmark replacement

provisions. Interest shall be payable monthly in arrears. In no event shall the rate of interest on the Note exceed the maximum rate permitted by applicable law.

(5) The City shall pay an undrawn fee on the unadvanced portion of the Maximum Facility Amount at a rate not exceeding 0.24% per annum, payable quarterly in arrears.

(6) Each Advance shall be in a minimum amount of \$250,000 and shall be made upon not less than three Business Days' prior written notice, and not more than one Request for Loans (as defined in the Agreement) shall be delivered during any thirty (30) day period.

(7) The City may prepay the Note, in whole or in part, at any time without premium or penalty upon such prior written notice to the Bank as is provided in the Agreement, which shall not exceed 15 days.

(8) Any fee payable upon termination or permanent reduction of the Maximum Facility Amount shall apply only to a termination or reduction occurring within one year after the Closing Date, shall not exceed the product of the undrawn fee rate and the amount of the reduction for the period from the date of termination or reduction through the first anniversary of the Closing Date, subject to exceptions set forth in the Agreement.

(9) The Bank shall not sell, assign, or otherwise transfer the Note or any interest therein except to a commercial bank that is a "qualified institutional buyer," as such term is defined under the federal securities laws, and that has a combined capital and surplus of not less than \$5,000,000,000, and that delivers to the City an investor letter in the form provided in the Agreement; and the Bank may grant participations in the Note only to banking institutions, on the terms provided in the Agreement.

(10) The fees and expenses of counsel to the Bank shall not exceed \$25,000.

(C) The Agreement may contain such covenants, representations, events of default, remedies, and other provisions customary for financings of this type as the officer executing the Agreement may approve, including, without limitation, an anti-dilution covenant, a waiver of trial by jury, and, to the extent permitted by law, a waiver of sovereign immunity with respect to contract claims arising under the Agreement.

SECTION 6. AUTHORIZATION AND TERMS OF NOTE. The City hereby authorizes the issuance of the Note to evidence its obligation to repay the Advances and interest thereon. The Note shall be dated the Closing Date, shall be issued in a principal amount not exceeding the Maximum Facility Amount, with the principal amount outstanding at any time equal to the aggregate unpaid principal amount of Advances then outstanding, and shall be in substantially the form attached to the Agreement, with such changes as the officer executing the Note may approve consistent with this Resolution. The Note shall be issued as a single fully registered note in physical form, registered in the name of the Bank, and shall not be registered with The Depository Trust Company. The Note shall be executed on behalf of the City with the manual or

facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk, and the official seal of the City shall be affixed thereto or imprinted thereon. In case any officer whose signature appears on the Note shall cease to be such officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes.

SECTION 7. COVENANT TO BUDGET AND APPROPRIATE.

(A) Subject to the provisions of subsection (B) of this Section 7, the City covenants and agrees to budget and appropriate in its annual budget, by amendment if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, and to deposit into the Debt Service Fund established under the Agreement, amounts sufficient to pay the principal of and interest on the Note and all other amounts payable under the Agreement as the same become due, all as and to the extent provided in Section 6.07 of the Agreement, the terms of which are hereby approved and which shall control in the event of any conflict with this Resolution.

(B) Until such amounts are budgeted, appropriated, and deposited in the Debt Service Fund as provided in the Agreement, such covenant to budget and appropriate does not create any lien upon or pledge of the Non-Ad Valorem Revenues. Such covenant is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues, to the availability of Non-Ad Valorem Revenues after satisfaction of the funding requirements for essential governmental services of the City, and to Section 166.241(2), Florida Statutes.

(C) Nothing in this Resolution, the Agreement, or the Note shall be deemed to create a pledge of or lien on the ad valorem tax revenues of the City, or to permit or constitute a mortgage or lien upon any assets owned by the City, including the Project, other than the lien on the Pledged Revenues provided in the Agreement. Neither the Bank nor any holder of the Note shall have any right to compel the exercise of the ad valorem taxing power of the City for any purpose.

SECTION 8. APPROVAL OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as Exhibit C, providing for the payment by the Agency to the City, from tax increment revenues deposited in the Redevelopment Trust Fund, of amounts sufficient to pay the principal of and interest on the Note and other amounts payable under the Agreement, and on any obligations issued to refinance the Note, is hereby approved. The Mayor or the City Manager is hereby authorized to execute, and the City Clerk to attest, the Interlocal Agreement on behalf of the City, with such changes, insertions, and omissions as the officer executing the Interlocal Agreement, upon the advice of the City Attorney and Bond Counsel, may approve as consistent with this Resolution, such approval to be conclusively evidenced by the execution thereof. The execution and delivery of the Interlocal Agreement is subject to its approval by the governing body of the Agency. The pledge by the Agency to the City of the Increment Revenues pursuant to the Interlocal Agreement is hereby accepted on behalf of the City. Pursuant to Section 163.385(1)(a), Florida Statutes, the City Council, as the governing body under the Redevelopment Act, hereby authorizes the issuance by the Agency of a redevelopment revenue bond in the form of the obligations of the Agency under the Interlocal Agreement, payable from and secured by the Increment Revenues as provided therein. The City shall apply all amounts received from the

Agency under the Interlocal Agreement to the payment of the Note and other amounts payable under the Agreement or, to the extent such amounts reimburse the City for payments previously made from other Non-Ad Valorem Revenues, as otherwise permitted by the Interlocal Agreement and applicable law. The Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County as required by Section 163.01, Florida Statutes.

SECTION 9. APPLICATION OF PROCEEDS; LIMITATION ON USE OF INCREMENT REVENUES.

(A) The proceeds of each Advance shall be applied, together with other legally available funds of the City, to pay the costs of the Project and the costs of issuance of the Note, including the fees and expenses of Bond Counsel, the City Attorney, the Municipal Advisor, and counsel to the Bank, in accordance with the Agreement.

(B) Advances shall be applied only to acquire real property located within the boundaries of the State Road 100 Corridor Community Redevelopment Area and to pay related costs of the Project and of issuance of the Note. Increment Revenues may be used under the Interlocal Agreement only for the acquisition of real property located within those boundaries and for the payment of principal of and interest on the Note and other amounts due under the Agreement, in each case to the extent the Advances were applied as provided in this subsection. No Increment Revenues shall be paid, directly or indirectly, toward the purchase price of any real property located outside those boundaries, or toward the repayment of indebtedness incurred to acquire it. To the extent any real property the City acquires in connection with the Project is not located within the boundaries of the State Road 100 Corridor Community Redevelopment Area, the purchase price of that property and the related costs shall be paid solely from lawfully available funds of the City other than Advances and Increment Revenues.

SECTION 10. PRIVATE NEGOTIATED SALE. Based on the findings in Section 3(G) hereof, the private negotiated sale of the Note with the Bank is hereby authorized and approved. Prior to the execution of the Agreement, the City shall receive from the Bank a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, and an Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 787.06, Florida Statutes.

SECTION 11. LIMITED OBLIGATION; NO PERSONAL LIABILITY. The Note and the obligations of the City under the Agreement shall be payable solely as provided herein and in the Agreement. No covenant, stipulation, obligation, or agreement contained in this Resolution, the Agreement, the Note, or the Interlocal Agreement shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the City Council or any officer, agent, or employee of the City in his or her individual capacity, and no such person shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 12. FURTHER ACTIONS. The Mayor, the City Manager, the City Clerk, the Finance Director, the City Attorney, and all other officers, employees, and agents of the City are

hereby authorized and directed to take all such actions and to execute and deliver all such certificates, requests for Advances, instruments, and other documents as may be necessary or desirable to carry out the intent of this Resolution and to effect the transactions contemplated by the Agreement, the Note, and the Interlocal Agreement, including, without limitation, any filings required to be made with respect to the Note with the Division of Bond Finance of the State Board of Administration of Florida, and any notice required to be filed under the City's existing continuing disclosure undertakings (which notice shall omit confidential or sensitive information regarding the Bank). The City Manager is further authorized to designate in writing one or more officers or employees of the City to request Advances under the Agreement.

SECTION 13. SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution shall be held by a court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 14. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 15. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October, 2026.

CITY OF PALM COAST, FLORIDA

Mayor

ATTEST:

City Clerk

EXHIBIT A

REAL PROPERTY COMPRISING THE PROJECT*

Owner	Number on Map	DRI Land Use	Tract	Phase	Lot	Estimated Net Usable Acres	Estimated Gross Acres	Tax Parcel ID
Florida Landmark		Town Residential	20A			30.60	20.64	05-12-31-0650-000A0-0011
Florida Landmark		Town Residential	20B				51.45	06-12-31-0650-000B0-0010
Florida Landmark	A	Urban Core	7			9.83	15.91	071231-5885-00000-0040
Florida Landmark	B	Urban Core		8	2	0.97	1.75	071231-5885-00000-0020
Florida Landmark	C	Urban Core		8	3	1.55	2.87	071231-5885-00000-0030
Florida Landmark	D	Urban Center		8	1B	7.90	12.73	07-12-31-5885-00000-0010
Florida Landmark	E	Urban Core		2	13	2.60	2.97	061231-5825-00000-0130
Florida Landmark	F	Town Services		5	1	4.94	8.36	051231-5855-00000-0010
Palm Coast Holdings	G	Perimeter Commercial		1	17	1.10	2.83	061231-5815-00000-0170
Palm Coast Holdings	H	Urban Core		2	3	0.30	2.97	06-12-31-5825-00000-0030
Palm Coast Holdings	I	Urban Core		2	4	3.60	8.85	061231-5825-00000-0040
Palm Coast Holdings	J	Urban Core		2	5	0.50	4.19	061231-5825-00000-0050
Palm Coast Holdings	K	Urban Core		2	8	1.10	1.29	061231-5825-00000-0080
Palm Coast Holdings	L	Urban Core		2	24	1.40	3.31	061231-5825-00000-0240
Palm Coast Holdings	M	Urban Core		2	14	2.70	3.92	061231-5825-00000-0140
Palm Coast Holdings	N	Urban Core		2	15	0.80	1.36	061231-5825-00000-0150
Palm Coast Holdings	O	Urban Core		2	16	1.48	2.68	061231-5825-00000-0160
Palm Coast Holdings	P	Urban Core		2	17	2.88	6.33	061231-5825-00000-0170
Palm Coast Holdings	Q	Urban Core		2	18	2.70	5.66	061231-5825-00000-0180
Palm Coast Holdings	R	Perimeter Commercial		1	19	1.60	3.13	061231-5815-00000-0190
Palm Coast Holdings	S	Town Commons				N/A	28.89	04-12-31-1300-00010-0000
Palm Coast Holdings	T	Town Business	15			17.5	66.29	05-12-31-0650-000A0-0018

**No representations is made as to accuracy of the Net Usable or gross acreage figures. Reference is made to that certain Purchase and Sale Agreement [Palm Coast Town Center DRI] between the City and the owners of the real property identified above for maps depicting the location of each parcel within the Town Center DRI.*

EXHIBIT B

FORM OF TAXABLE NON-REVOLVING CREDIT AGREEMENT

TAXABLE NON-REVOLVING CREDIT AGREEMENT

dated as of October 29, 2026,

between

CITY OF PALM COAST, FLORIDA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Table of Contents

	Page
ARTICLE I DEFINITIONS.....	1
<i>Section 1.01. Certain Defined Terms</i>	1
<i>Section 1.02. Computation of Time Periods</i>	12
<i>Section 1.03. Construction</i>	12
<i>Section 1.04. Accounting Terms and Determinations</i>	12
<i>Section 1.05. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference</i>	13
<i>Section 1.06. Rates</i>	13
ARTICLE II FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS	14
<i>Section 2.01. Non-Revolving Credit Commitment</i>	14
<i>Section 2.02. Loans Evidenced by a Note</i>	14
<i>Section 2.03. Interest on Loans</i>	14
<i>Section 2.04. Minimum Advance Amount</i>	14
<i>Section 2.05. Manner of Advancing Loans</i>	14
<i>Section 2.06. Repayment of Loans</i>	15
<i>Section 2.07. Prepayment of Loans</i>	15
<i>Section 2.08. Commitment Terminations</i>	15
<i>Section 2.09. Calculation of Interest and Fee</i>	16
ARTICLE III THE CITY'S OBLIGATIONS	16
<i>Section 3.01. Payment Obligations</i>	16
<i>Section 3.02. Default Rate</i>	17
<i>Section 3.03. Increased Costs Generally</i>	17
<i>Section 3.04. [Reserved]</i>	18
<i>Section 3.05. Maximum Interest Rate</i>	18
<i>Section 3.06. Daily Simple SOFR Conforming Changes</i>	18
<i>Section 3.07. Changed Circumstances</i>	19
<i>Section 3.08. Optional Termination or Reduction Fee</i>	21
ARTICLE IV CONDITIONS PRECEDENT	21
<i>Section 4.01. Conditions Precedent to Effective Date</i>	21
<i>Section 4.02. Conditions Precedent to Each Loan</i>	23
ARTICLE V REPRESENTATIONS AND WARRANTIES	23
<i>Section 5.01. Existence and Power; Due Authorization</i>	23
<i>Section 5.02. Valid and Binding Obligations</i>	23
<i>Section 5.03. Noncontravention; Compliance with Law</i>	24
<i>Section 5.04. Pending Litigation and Other Proceedings</i>	24
<i>Section 5.05. Financial Statements</i>	24
<i>Section 5.06. No Defaults</i>	24
<i>Section 5.07. Correct Information</i>	25

Table of Contents
(continued)

	Page
<i>Section 5.08. Investment Company</i>	25
<i>Section 5.09. Margin Stock</i>	25
<i>Section 5.10. [Reserved]</i>	25
<i>Section 5.11. Usury</i>	25
<i>Section 5.12. Security</i>	25
<i>Section 5.13. Pending Legislation and Decisions</i>	25
<i>Section 5.14. No Immunity</i>	25
<i>Section 5.15. Anti-Corruption Laws and Anti-Money Laundering Laws</i>	25
<i>Section 5.16. Sanctions</i>	26
<i>Section 5.17. No Existing Right to Accelerate</i>	26
<i>Section 5.18. Charter Limitation</i>	26
 ARTICLE VI COVENANTS OF THE CITY	 26
<i>Section 6.01. Existence, Etc</i>	26
<i>Section 6.02. Payment of Obligations</i>	26
<i>Section 6.03. Compliance with Laws</i>	26
<i>Section 6.04. Reports</i>	26
<i>Section 6.05. Maintenance of Books and Records</i>	27
<i>Section 6.06. Access to Books and Records</i>	28
<i>Section 6.07. Covenant to Budget and Appropriate</i>	28
<i>Section 6.08. Anti-dilution</i>	30
<i>Section 6.09. Use of Proceeds</i>	30
<i>Section 6.10. Immunity from Jurisdiction</i>	31
<i>Section 6.11. [Reserved]</i>	31
<i>Section 6.12. [Reserved]</i>	31
<i>Section 6.13. Compliance with Documents</i>	31
<i>Section 6.14. Other Agreements</i>	31
<i>Section 6.15. Anti-Money Laundering Laws and Anti-Corruption Laws; Sanctions</i>	31
<i>Section 6.16. Source of Repayment and Collateral</i>	32
 ARTICLE VII EVENTS OF DEFAULT	 32
<i>Section 7.01. Events of Default</i>	32
<i>Section 7.02. Consequences of an Event of Default</i>	34
<i>Section 7.03. Remedies Cumulative; Solely for the Benefit of the Lender</i>	34
<i>Section 7.04. Waivers or Omissions</i>	35
<i>Section 7.05. Discontinuance of Proceedings</i>	35
 ARTICLE VIII INDEMNIFICATION	 35
<i>Section 8.01. Indemnification</i>	35
<i>Section 8.02. Survival</i>	36

Table of Contents
(continued)

	Page
ARTICLE IX MISCELLANEOUS.....	36
<i>Section 9.01. Patriot Act Notice</i>	36
<i>Section 9.02. Further Assurances</i>	36
<i>Section 9.03. Amendments and Waivers; Enforcement</i>	36
<i>Section 9.04. No Implied Waiver; Cumulative Remedies</i>	36
<i>Section 9.05. Notices</i>	37
<i>Section 9.06. [Reserved]</i>	38
<i>Section 9.07. No Third-Party Rights</i>	38
<i>Section 9.08. Severability</i>	38
<i>Section 9.09. Governing Law; Waiver of Jury Trial</i>	38
<i>Section 9.10. Prior Understandings</i>	39
<i>Section 9.11. Duration</i>	39
<i>Section 9.12. Counterparts</i>	39
<i>Section 9.13. Successors and Assigns</i>	39
<i>Section 9.14. Headings</i>	40
<i>Section 9.15. Electronic Signatures</i>	41
<i>Section 9.16. No Advisory or Fiduciary Relationship</i>	41
<i>Section 9.17. EMMA Postings</i>	41
<i>Section 9.18. Naming Convention</i>	42
 EXHIBIT A FORM OF NOTE	
EXHIBIT B FORM OF REQUEST FOR LOAN	
EXHIBIT C FORM OF COMPLIANCE CERTIFICATE	
EXHIBIT D FORM OF LENDER’S CERTIFICATE	

TAXABLE NON-REVOLVING CREDIT AGREEMENT

THIS TAXABLE NON-REVOLVING CREDIT AGREEMENT, dated as of October 29, 2026 (as amended, modified or restated from time to time, this "*Agreement*"), between CITY OF PALM COAST, FLORIDA, a municipal corporation duly and validly existing under the laws of the State of Florida (the "*City*"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association and its successors and permitted assigns (the "*Lender*").

RECITALS

WHEREAS, pursuant to the Constitution and the laws of the State of Florida, including, particularly, Chapter 166, Part II, Florida Statutes, the Charter of the City, and other applicable provisions of law (collectively, the "*Act*"), and pursuant to a resolution adopted by the City Council of the City of Palm Coast, Florida (the "*City Council*") on October 20, 2026 (as the same may be amended, modified or restated in accordance with the terms thereof and hereof, the "*Resolution*"), the City is authorized to incur indebtedness payable from Non-Ad Valorem Revenues (as defined herein) budgeted, appropriated and deposited in accordance with the provisions of the Resolution and hereof, to pay the costs of the Project (as defined herein) pursuant to the terms and provisions of this Agreement and the promissory note attached hereto; and

WHEREAS, the City wishes to obtain a taxable non-revolving line of credit from the Lender hereunder and the Lender is willing, upon the terms and subject to the conditions set forth herein, to provide such non-revolving line of credit to the City to pay the costs of the Project;

NOW, THEREFORE, in consideration of the foregoing Recitals and other consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lender to extend to the City the non-revolving line of credit, the City and the Lender hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms.¶ In addition to the terms defined in the recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"1933 Act" means the Securities Act of 1933, as amended.

"Act" has the meaning set forth in the recitals hereof.

"Affiliate" means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause

the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

"Agreement" has the meaning set forth in the introductory paragraph hereof.

"Anti-Corruption Laws" means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (b) the U.K. Bribery Act of 2010, as amended, and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the City is located or doing business.

"Anti-Money Laundering Laws" means applicable laws or regulations in any jurisdiction in which the City is located or doing business that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments, writs, injunctions and decrees of all courts (whether at law or in equity) and arbitrators.

"Applicable Spread" means fifty-six basis points (0.56%).

"Authorized Representative" means those persons who are authorized to deliver Requests for Loans shown on a list of officers provided by the City to the Lender or on any update of any such list provided by the City to the Lender, or any further or different officers of the City so named by any Authorized Representative of the City in a written notice to the Lender. As of the Effective Date, the only Authorized Representatives shall be the Mayor, the City Manager, the Director of Finance, and any other Authorized Officer of the City as defined in the Resolution.

"Available Commitment" means, on any date, an initial amount equal to \$11,000,000 and thereafter such initial amount adjusted from time to time as follows: (a) downward in an amount equal to all Loans made to the City hereunder; (b) downward in an amount equal to any reduction thereof effected pursuant to Section 2.08 or Section 3.07 hereof; and (c) downward to zero upon the expiration or termination of the Available Commitment in accordance with the terms hereof.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate (1, 3 or 6 months), any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.06(c)(iv).

“Bank Agreement” means any credit agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement, bond purchase agreement, or other agreement or instrument (or any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person or Persons undertake(s) to make or provide funds to make payment of, or to purchase or provide credit enhancement for, bonds or notes of the City secured by or payable from a covenant to budget and appropriate Non-Ad Valorem Revenues.

“Base Rate” means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus one percent (1.0%), (ii) the Federal Funds Rate in effect at such time plus two percent (2.0%), or (iii) seven percent (7.0%), provided the Base Rate does not exceed the maximum rate prescribed in Section 215.84, Florida Statutes.

“Benchmark” means, initially, Daily Simple SOFR; *provided, that* if a Benchmark Transition Event has occurred with respect to Daily Simple SOFR or the then-current Benchmark, then *“Benchmark”* means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.06(c)(i).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Lender and the City giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated bilateral or syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; *provided, that*, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Related Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Lender and approved by the City giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

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

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; *provided, that* such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “*Benchmark Replacement Date*” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; *provided, that*, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “*Benchmark Transition Event*” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“*Benchmark Transition Start Date*” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective certain event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“*Benchmark Unavailability Period*” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 3.06(c) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Related Document in accordance with Section 3.06(c).

“*Bond Counsel*” means Bryant Miller Olive P.A., or any other firm of nationally recognized bond counsel selected by the City.

“*Business Day*” means (a) a day which is not a Saturday, Sunday or legal holiday on which banking institutions in Palm Coast, Florida or New York, New York or the states where the principal corporate office of the Lender is located are authorized by law to close, (b) a day on which the New York Stock Exchange or the Federal Reserve Bank is not closed and (c) with respect to all notices and determinations in connection with, and payments of principal and interest on any Loans, any day that is a Business Day described in clauses (a) and (b) and that is also a U.S. Government Securities Business Day.

“*CBA Debt*” means at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from a covenant to budget and appropriate Non-Ad Valorem Revenues: (A) all obligations of the City for borrowed money or evidenced by bonds, debentures, notes or other similar instruments payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; (B) all obligations of the City to pay the deferred purchase price of Property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; (C) all obligations of the City as lessee under capitalized leases payable from a covenant to budget and appropriate Non-Ad Valorem Revenues; and (D)

all indebtedness of other Persons to the extent guaranteed by the City in whole or in part, or secured by, a covenant to budget and appropriate Non-Ad Valorem Revenues of the City; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then, and with respect to any obligation contemplated in (D) above, such obligation shall not be considered "CBA Debt" for purposes of this Agreement unless the City has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current or immediately succeeding Fiscal Year. After an obligation is considered "CBA Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "CBA Debt" until the City has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years. A pledge of specific Non-Ad Valorem Revenues for any obligation of the City is not CBA Debt.

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation, Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, ruling, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Charter" means the Charter of the City, as amended.

"City" means the City of Palm Coast, Florida, a municipal corporation duly and validly existing under the laws of the State of Florida, and any permitted successor or assign thereof hereunder.

"City Council" has the meaning set forth in the recitals hereof.

"Commitment" means the obligation of the Lender commencing on the Effective Date to make Loans for the account of the City hereunder in an aggregate principal amount at any one time not to exceed the Available Commitment.

"Compliance Certificate" means a certificate substantially in the form of Exhibit C hereto.

"Conforming Changes" means, with respect to either the use or administration of Daily Simple SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the

definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 3.06 and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Related Documents).

“Daily Simple SOFR” means, for any day (a *“SOFR Rate Day”*), a rate per annum equal to the greater of (a) SOFR for the day (such day, a *“SOFR Determination Day”*) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website, and (b) the Floor. If by 5:00 p.m. on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; *provided, that* any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR with notice to an Authorized Representative of the City.

“Daily Simple SOFR Index Rate” means a per annum rate of interest equal to the sum of (a) Daily Simple SOFR plus (b) the Applicable Spread.

“Debt Service Fund” means the City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Debt Service Fund established pursuant to Section 6.07 hereof.

“Default” means any event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute an Event of Default.

“Default Rate” means, for any day, a rate of interest per annum equal to the lesser of (i) the sum of the Base Rate in effect on such day plus three percent (3.00%) or (ii) the maximum rate prescribed in Section 215.84, Florida Statutes.

“Effective Date” means October 29, 2026, subject to the satisfaction or waiver by the Lender of the conditions precedent set forth in Article IV hereof.

“EMMA” means Electronic Municipal Market Access as provided by the Municipal Securities Rulemaking Board.

“Event of Default” with respect to this Agreement has the meaning set forth in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided that*: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one-hundredth of one percent) charged to the Lender on such day on such transactions as determined by the Lender. Notwithstanding anything herein to the contrary, if the Federal Funds Rate as determined as provided above would be less than zero percent (0.0%), then the Federal Funds Rate shall be deemed to be zero percent (0.0%).

“Fiscal Year” means the twelve-month period from October 1 through the following September 30.

“Fitch” means Fitch Ratings, Inc., and any successor rating agency.

“Floor” means a rate of interest equal to 0.00%.

“FRB” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“Generally Accepted Accounting Principles” or *“GAAP”* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the City as promulgated by the Governmental Accounting Standards Board.

“Governmental Approval” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to any Governmental Authority.

“Governmental Authority” means the government of the United States of America or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of

or pertaining to government or any arbitrator, mediator or other Person with authority to bind the City at law.

"Indemnatee" has the meaning set forth in Section 8.01 hereof.

"Interest Payment Date" means the first Business Day of each calendar month, commencing December 1, 2026.

"Law" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other applicable Governmental Authority.

"Lender" means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

"Lender's Office" means the Lender's address and, as appropriate, the account as set forth in Section 9.05 hereof, or such other address or account of which the Lender may from time to time notify the City.

"Liabilities" has the meaning set forth in Section 8.01 hereof.

"Loans" has the meaning set forth in Section 2.01 hereof.

"Margin Stock" has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) of the City; (b) a material impairment of the ability of the City to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the City of any Related Document to which it is a party.

"Maturity Date" means October 1, 2029.

"Moody's" means Moody's Investors Service, Inc. and any successor rating agency.

"Non-Ad Valorem Revenues" means all legally available revenues of the City other than ad valorem tax revenues.

"Note" has the meaning set forth in Section 2.02 hereof.

"Noteholder" means the holder or owner of a Note.

"Obligations" means all obligations of the City to pay principal and interest on the Loans, all fees and charges payable hereunder, and all other payment obligations of the City arising

under or in relation to any Related Document, in each case whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, and howsoever evidenced, held or acquired. Any obligations owed by the City other than debt service on the Loans shall be promptly communicated in writing by the Lender to the City.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Pledged Revenues" means the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the Note on deposit in the Project Fund, together with investment earnings on amounts on deposit in such Funds.

"Prime Rate" means on any day, the rate of interest per annum then most recently established by the Lender as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Lender to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Lender may make various business or other loans at rates of interest having no relationship to such rate. If the Lender ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported. Notwithstanding anything herein to the contrary, if the Prime Rate determined as provided above would be less than zero percent (0.0%), then the Prime Rate shall be deemed to be zero percent (0.0%).

"Project" means the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area of the City, as more particularly described in the Resolution, together with costs related thereto.

"Project Fund" means the fund of that name established pursuant to Section 6.09 hereof.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Rating Agency" means any of Moody's and Fitch, as applicable.

"Related Documents" means this Agreement, the Resolution, the Note and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

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

“Request for Loan” means a certificate substantially in the form attached hereto as Exhibit B, properly completed and signed by an Authorized Representative, as such form may be amended, modified or updated from time to time by the Lender. The last date a Request for Loan can be made by the City is the Business Day prior to the Maturity Date.

“Resolution” has the meaning set forth in the recitals hereof.

“Sanction” or *“Sanctions”* means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and antiterrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the City.

“Sanctioned Target” means any target of Sanctions, including: (a) persons on any list of targets identified or designated pursuant to any Sanctions, (b) persons, countries or territories that are the target of any territorial or country-based Sanctions program, (c) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Day” has the meaning specified in the definition of *“Daily Simple SOFR.”*

“SOFR Rate Day” has the meaning specified in the definition of *“Daily Simple SOFR.”*

“State” means the State of Florida.

“Termination Date” means the earliest of (i) the Maturity Date, (ii) the date on which the Commitment and Available Commitment are otherwise terminated or reduced to zero in accordance with Section 2.08 hereof and (iii) the date the Commitment terminates by its terms in accordance with Section 7.02(a) hereof.

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

“Unused Fee Rate” has the meaning set forth in Section 3.01(b) hereof.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) 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.

Section 1.02. Computation of Time Periods¶ In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.03. Construction¶ Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Accounting Terms and Determinations¶ Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 6.04 hereof and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement including, without limitation, a recharacterization of operating leases to the effect that certain operating leases are to be treated as capital leases, either the City or the Lender may by notice to the other party hereto, require that the Lender and the City negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the City shall be the same as if such change had not been made. No delay by the City or the Lender in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any

such covenant, standard, or term is amended in accordance with this Section 1.04, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles.

Section 1.05. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the City of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the City to take certain actions, or not to take certain actions, with regard for example to permitted liens, transfers of assets, maintenance of financial ratios and similar matters, the City nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.05, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

Section 1.06. Rates. The Lender does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.06(c), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Lender and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the City. The Lender may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in

the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the City or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

FACILITIES; APPLICATION AND ISSUANCE OF THE LOANS; PAYMENTS

Section 2.01. Non-Revolving Credit Commitment. Subject to the terms and conditions hereof, the Lender agrees to make a loan or loans (individually a “Loan” and collectively, the “Loans”) in U.S. Dollars to the City from time to time on a non-revolving basis up to the amount of the Available Commitment, subject to any reductions thereof pursuant to the terms hereof, before the Termination Date. The sum of the aggregate principal amount of Loans at any time outstanding shall not exceed the Available Commitment in effect at such time. Loans may be repaid but the principal amount thereof may not be reborrowed.

Section 2.02. Loans Evidenced by a Note. The Loans shall be evidenced by a promissory note of the City to the Lender in substantially the form set forth in Exhibit A hereto (as amended or supplemented from time to time, the “Note”) to be issued on the Effective Date, payable to the Lender in an amount equal to the aggregate principal amount borrowed hereunder up to the Available Commitment and otherwise duly completed. All Loans made by the Lender and all payments and repayments made on account of principal thereof may be recorded by the Lender on the schedule attached to the Note, it being understood, however, that failure by the Lender to make any such endorsement shall not affect the obligations of the City hereunder or under the Note in respect of unpaid principal and interest on any Loan.

Section 2.03. Interest on Loans. Each Loan made or maintained by the Lender shall bear interest on the unpaid principal amount thereof from the date such Loan is advanced until paid in full at the Daily Simple SOFR Index Rate; provided that upon the occurrence and during the continuance of an Event of Default, the interest rate on the Loans shall increase to the Default Rate.

Section 2.04. Minimum Advance Amount. Each advance of Loans shall be in an amount not less than \$250,000, or any integral multiple of \$1,000 in excess thereof.

Section 2.05. Manner of Advancing Loans.

(a) *Notice to the Lender.* The City shall give notice to the Lender by no later than 11:00 a.m. Eastern time at least three (3) Business Days before the date on which the City requests the Lender to advance a Loan. The City shall give all such notices requesting the advance of a Loan to the Lender (which notice shall be irrevocable once given and, if by telephone, shall be promptly confirmed in writing in a manner acceptable to the Lender), substantially in the form attached

hereto as Request for Loan in Exhibit B or in such other form acceptable to the Lender. The City shall not deliver more than one Request for Loans in any thirty (30) calendar day period. All requests for Loans shall specify the date of the requested advance of a Loan (which shall be a Business Day), the amount of the requested Loan to be advanced and the wire instructions for such Loan; *provided* that with respect to any notices requested by telephone, the Lender shall wire such advance pursuant to the wire instructions on file with the Lender or provided to the Lender pursuant to the most recent Request for Loan delivered to the Lender in writing. The City agrees that the Lender may rely on any notice given by any person the Lender in good faith believes is an Authorized Representative without the necessity of independent investigation, and in the event any such notice by telephone conflicts with any written confirmation such telephonic notice shall govern if the Lender has acted in reliance thereon.

(b) *Disbursement of Loans.* The Lender shall make the proceeds of each new Loan available to the City at the Lender's principal office in New York, New York (or at such other location as the Lender shall designate), by depositing or wire transferring such proceeds as the City and the Lender may agree.

Section 2.06. Repayment of Loans¶

(a) Interest on Loans shall be paid on each Interest Payment Date and on the Maturity Date.

(b) The outstanding principal amount of the Loans, together with all accrued and unpaid interest thereon and all other Obligations then due, shall be paid in full on the Maturity Date. In furtherance of Section 9.03 hereof, the Maturity Date may not be extended, and the Loans shall not be renewed, termed out, amortized beyond, or converted to a term loan maturing after, the Maturity Date, without the prior approval of the City Council and, if required, the electors of the City pursuant to Section 3(e) of Article VI of the Charter. The Lender acknowledges that the City has entered into this Agreement in reliance on the repayment of all Obligations within thirty-six (36) months after the Effective Date.

Section 2.07. Prepayment of Loans¶ The City may prepay any Loan, in whole or in part, on any Business Day, provided at least fifteen (15) calendar days' written notice is provided by the City to the Lender. Each such notice of optional prepayment may be conditioned on the occurrence or non-occurrence of an event or events described in such written notice or may be revoked by written notice of the same from the City to the Lender. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement. The prepayment of Loans shall not constitute a termination or reduction of the Commitment for purposes of the termination and/or reduction fee set forth in Section 3.08 hereof.

Section 2.08. Commitment Terminations¶ Subject to Section 3.08 hereof, the City shall have the right at any time and from time to time, upon five (5) Business Days' prior written notice to the Lender (or such shorter period of time agreed to by the Lender), to terminate the Commitment

or permanently reduce the Available Commitment prior to the Termination Date without premium or penalty and in whole or in part, any partial reduction to be in an amount not less than \$500,000. Any termination of the Commitment pursuant to this Section may not be reinstated.

Section 2.09. Calculation of Interest and Fees Interest on Loans and fees payable hereunder shall be calculated on the basis of a year of 360 days based on the actual number of days elapsed. The City shall make or cause to be made each payment hereunder not later than 3:00 p.m. on the day when due, in lawful money of the United States to the Lender at its Lender's Office as set forth in Section 9.05 hereof in immediately available funds. Payment received by the Lender after the applicable time set forth in this Section shall be considered to have been made on the next succeeding Business Day.

ARTICLE III

THE CITY'S OBLIGATIONS

Section 3.01. Payment Obligations (a) Subject to Section 6.07 hereof, the City agrees to make prompt and full payment of all payment obligations owed to the Lender under the Related Documents and to pay any other Obligations owing to the Lender whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Related Documents and under such Obligations.

(b) The City shall pay or cause to be paid to the Lender on the first Business Day of January 2027, for the period commencing on the Effective Date to but not including the first Business Day of January 2027, and in arrears on the first Business Day of each April, July, October and January occurring thereafter to the Termination Date, and on the Termination Date, a non-refundable unused fee (the "*Unused Fee*") in an amount equal to the product of twenty-four basis points (0.24%) per annum (the "*Unused Fee Rate*") and the average daily Available Commitment during the related quarterly period.

The Unused Fee shall be computed on the basis of a 360-day year and actual days elapsed.

(c) The City shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all costs and expenses of the Lender in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith; and

(ii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Lender in connection with responding to requests from the City for approvals, consents and waivers.

In addition, if at any time any Governmental Authority shall require any documentary stamps or any other tax lawfully imposed on the City or its Property in connection with the execution or delivery of this Agreement or other Related Documents, then, if the City lawfully may pay for such stamps, taxes or fees, the City shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the City agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay of the City in paying, or omission of the City to pay, such stamps, taxes and fees hereunder.

Section 3.02. Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Loans and any other Obligations then due and payable shall bear interest at the Default Rate, which shall be payable by the City to the Lender (or, if applicable, a Noteholder) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 3.03. Increased Costs Generally. (a) If any Change in Law shall:

- (i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Lender or any Noteholder; or
- (ii) impose on the Lender or any Noteholder any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to the Lender or such Noteholder of making or maintaining a Loan (or of maintaining its obligation to make Loans), or to reduce the amount of any sum received or receivable by the Lender or such Noteholder hereunder (whether of principal, interest or any other amount) then, upon written request of the Lender or such Noteholder as set forth in subsection (c) below, the City shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender or such Noteholder, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Lender or any Noteholder determines that any Change in Law affecting the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Lender's or such Noteholder's capital or the capital of the Lender's or such Noteholder's parent or holding company, if any, as a consequence of this Agreement to a level below that which the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company could have achieved but for such Change in Law (taking into consideration the Lender's or such Noteholder's policies and the policies of the Lender's or such Noteholder's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Lender or such Noteholder as set forth in subsection (c) below, the City shall promptly pay to the Lender or such Noteholder, as the case may be, such additional amount or amounts as will compensate the Lender or such Noteholder or the Lender's or such Noteholder's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Lender or any Noteholder setting forth the amount or amounts necessary to compensate the Lender or any such Noteholder or the Lender's or any such Noteholder's parent or holding company, as the case may be, as specified in subsection (a) or (b) above and delivered to the City, shall be conclusive absent manifest error. The City shall pay the Lender or any such Noteholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Lender or any such Noteholder to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's or any such Noteholder's right to demand such compensation.

(e) *Survival.* Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the payment in full of the obligations of the City thereunder and hereunder.

Section 3.04. [Reserved]

Section 3.05. Maximum Interest Rate. If the amount of interest payable for Loans for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the maximum rate permitted by Section 215.84, Florida Statutes (the "Maximum Lawful Rate"), then interest for such period shall be payable in an amount calculated at the Maximum Lawful Rate.

Section 3.06. Daily Simple SOFR Conforming Changes. In connection with the use or administration of Daily Simple SOFR, the Lender will have the right to make Conforming Changes from time to time; provided that any Conforming Change that would change the frequency or timing of interest payments, the notice periods applicable to Requests for Loans or prepayments, or the economic terms of the Loans shall require the prior written consent of the City. Any other amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Related Document. The Lender will promptly notify the City in writing of the effectiveness of any Conforming Changes in connection with the use or administration of Daily Simple SOFR.

Section 3.07. Changed Circumstances

(a) *Circumstances Affecting Benchmark Availability.* [Subject to clause (c) below, in connection with any request for a Loan or otherwise, if for any reason the Lender shall determine (which determination shall be conclusive and binding absent manifest error) that (i) reasonable and adequate means do not exist for ascertaining Daily Simple SOFR pursuant to the definition thereof or (ii) Daily Simple SOFR does not adequately and fairly reflect the cost to the Lender of making maintaining such Loans, then, in each case the Lender shall promptly give notice thereof to the City. Upon written notice thereof by the Lender to the City, , (A) the City may revoke any pending request for a borrowing of Loans (to the extent of the affected Loans) or, failing that, the City will be deemed to have converted any such request into a request for a borrowing of Loans bearing interest at the Prime Rate minus 2.5% in the amount specified therein and (B) any outstanding affected Loans will be deemed to have been converted into Loans bearing interest at the Prime Rate minus 2.5% immediately. After receipt of such written notice from the Lender, the City may terminate or reduce the Commitment in accordance with the terms hereof without the necessity of paying a termination or reduction fee pursuant to Section 3.08 hereof.]

(b) *Laws Affecting SOFR Availability.* If, after the date hereof, the introduction of, or any change in, any applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender (or its respective lending offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for the Lender (or its respective lending offices) to honor its obligations hereunder to make or maintain any Loan, or to determine or charge interest based upon SOFR or Daily Simple SOFR, the Lender shall promptly give written notice thereof to the City (an “*Illegality Notice*”). Thereafter, until the Lender notifies the City that the circumstances giving rise to such determination no longer exist, any obligation of the Lender to make Loans shall be suspended. Upon receipt of an Illegality Notice, the City shall, if necessary to avoid such illegality, upon demand from the Lender, prepay or, if applicable, convert all Loans to Loans bearing interest at the Prime Rate minus 2.5%. Upon any such prepayment or conversion, the City shall also pay accrued interest on the amount so prepaid or converted.

(c) *Benchmark Replacement Setting.*

(i) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Related Document, upon the occurrence of a Benchmark Transition Event, the Lender and the City may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Lender has posted such

proposed amendment to the City. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 3.06(c)(i) will occur prior to the applicable Benchmark Transition Start Date.

(ii) *Benchmark Replacement Conforming Changes.* In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Lender will have the right to make Conforming Changes from time to time, subject to the proviso in Section 3.05 hereof, and, notwithstanding anything to the contrary herein or in any other Related Document, any other amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Related Document.

(iii) *Notices; Standards for Decisions and Determinations.* The Lender will promptly notify the City in writing of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Lender will promptly notify the City of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.06(c)(iv). Any determination, decision or election that may be made by the Lender pursuant to this Section 3.06(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Agreement or any other Related Document, except, in each case, as expressly required pursuant to this Section 3.06(c).

(iv) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Related Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (1, 3 or 6 months) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Lender in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Lender may modify the definition of “*Interest Period*” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the

Lender may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) [Reserved].

(vi) *Benchmark Unavailability Period.* Upon the City’s receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the City may revoke any pending request for a borrowing of Loans to be made during any Benchmark Unavailability Period and, failing that, the City will be deemed to have converted any such request into a request for a borrowing of a Loan bearing interest at the Prime Rate minus 2.5% and (B) any outstanding affected Loans will be deemed to have been converted to Loans bearing interest at the Prime Rate minus 2.5% immediately.

(vii) *Maximum Rate.* Notwithstanding any of the foregoing, such revised rate of interest to be borne by the Loans shall not exceed the maximum rate prescribed in Section 215.84, Florida Statutes.

Section 3.08. Optional Termination or Reduction Fee. The City shall pay to the Lender a termination or reduction fee in connection with the termination or reduction of all or any portion of the Commitment prior to the first anniversary of the Effective Date, in an amount equal to the product of (A) the Unused Fee Rate in effect on the date of termination or reduction, as applicable, (B) the amount of the Commitment to be terminated or reduced, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such optional termination or reduction, as applicable, to and including the first anniversary of the Effective Date, and the denominator of which is 360, payable on the date that all or any portion of the Commitment is terminated or reduced. Notwithstanding the foregoing, no termination or reduction fee shall be payable in connection with (i) any termination or reduction occurring after the Lender has demanded payment of any additional amount, on account of increased costs, capital adequacy, taxes or a Change in Law pursuant to Section 3.03 hereof, (ii) notice of any circumstance effecting benchmark availability pursuant to Section 3.07(a) hereof, (iii) the payment or prepayment of the principal of any Loan, or (iv) any reduction of the Available Commitment resulting from the making of Loans hereunder.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01. Conditions Precedent to Effective Date. The obligation of the Lender to make the Commitment available hereunder is subject to the conditions precedent that the Lender shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Lender.

(a) An executed original or certified copy, as applicable, of the Resolution and this Agreement and the Note.

(b) The following opinions, dated the Effective Date and addressed to the Lender or on which the Lender is otherwise expressly authorized to rely:

(i) from the Bond Counsel, opinions as to the due authorization, execution, delivery and enforceability of the Related Documents and such other customary matters as the Lender may reasonably request;

(c) The following documents and other information:

(i) the audited annual financial statements of the City for the Fiscal Year ended September 30, 2025;

(ii) a certificate dated the Effective Date and executed by an Authorized Representative certifying the names, titles, offices and signatures of the persons authorized to sign, on behalf of the City, the Related Documents and the other documents to be delivered by it hereunder or thereunder;

(iii) a certificate dated the Effective Date and executed by an Authorized Representative certifying (A) that there has been no event or circumstance since September 30, 2025, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Effective Date and (C) that no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default;

(iv) true and correct copies of all Governmental Approvals, if any, necessary for the City to execute, deliver and perform the Related Documents to which it is a party; and

(v) [Reserved].

(d) A written description of all actions, suits or proceedings pending or threatened against the City or any of its Affiliates in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Lender may reasonably request.

(e) The Lender shall have received reimbursement of the Lender's fees and expenses and any other fees incurred in connection with the transaction contemplated by the Related Documents and Kutak Rock LLP, as counsel to the Lender, shall have received payment of its legal fees and expenses in an amount not to exceed \$25,000, plus disbursements, incurred in

connection with the preparation, review, negotiation, execution and delivery of the Related Documents.

(f) All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Lender and its counsel, and the Lender shall have received such other statements, certificates, agreements, documents and information with respect to the City and the other parties to the Related Documents and matters contemplated by this Agreement as the Lender may reasonably request.

(g) The Note shall not be (i) assigned a specific rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document or (iv) placed or offered by a broker-dealer in the capacity of an underwriter or a placement agent.

Section 4.02. Conditions Precedent to Each Loan.¶The obligation of the Lender to make a Loan is subject to the satisfaction of the following conditions precedent on the date of such Loan:

(a) the representations and warranties of the City set forth in Article V of this Agreement shall be true and correct in all material respects on the date of such Loan (except (i) to the extent any such representation or warranty expressly relates to an earlier date or (ii) that the last sentence of Section 5.05 shall refer to the most recent audited financials of the City delivered to the Lender pursuant to Section 4.01(c)(i) or Section 6.04 hereof);

(b) no Default or Event of Default shall have occurred and be continuing on the date of such Loan; and

(c) the Lender shall have received a Request for Loan in the form of Exhibit B hereto as required under, and in strict conformity with, Section 2.05(a) hereof.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The City makes the following representations and warranties to the Lender:

Section 5.01. Existence and Power; Due Authorization.¶The City is a municipal corporation of the State duly and validly existing under the laws of the State and has the power and authority to execute and deliver this Agreement and the other Related Documents and to perform its obligations under this Agreement and the other Related Documents.

Section 5.02. Valid and Binding Obligations.¶This Agreement has been duly executed and delivered by one or more duly authorized officers of the City, and each of the Related Documents to which the City is a party, when executed and delivered by the City, will be a legal, valid and

binding limited obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 5.03. Noncontravention; Compliance with Law¶ The execution, delivery and performance of this Agreement and each of the other Related Documents in accordance with their respective terms do not and will not (i) contravene the City's authorizing legislation, (ii) require any consent or approval of any creditor of the City, (iii) violate any Laws (including, without limitation, Regulations T, U or X of the FRB, or any successor regulations), or (iv) conflict with, result in a breach of or constitute a default under any contract to which the City is a party or by which it or any of its Property may be bound.

Section 5.04. Pending Litigation and Other Proceedings¶ There is no action, suit or proceeding pending in any court, any other governmental authority with jurisdiction over the City or any arbitration in which service of process has been completed against the City or, to the knowledge of the City, any other action, suit or proceeding pending or threatened in any court, any other governmental authority with jurisdiction over the City or any arbitrator, in either case against the City or any of its properties or revenues, or any of the Related Documents to which it is a party, which if determined adversely to the City would adversely affect the rights, security, interests or remedies of the Lender hereunder or under any of the other Related Documents or which is reasonably likely to result in a Material Adverse Effect, except any action, suit or proceeding which has been brought prior to the Effective Date as to which the Lender has received an opinion of counsel satisfactory to the Lender, in form and substance satisfactory to the Lender and the Lender's legal counsel, to the effect that such action, suit or proceeding is without substantial merit.

Section 5.05. Financial Statements¶ The audited financial statements of the City as at September 30, 2025, and the related consolidated statement of activities and changes in net assets and the consolidated statement of cash flows for the Fiscal Year then ended, and accompanying notes thereto, which financial statements, accompanied by the audit report of independent public accountants, heretofore furnished to the Lender, which are consistent in all material respects with the audited financial statements of the City for the Fiscal Year ended September 30, 2025, fairly present the financial condition of the City in all material respects as of such dates and the results of its operations for the periods then ended in conformity with applicable GAAP. Since September 30, 2025, there has been no material adverse change in the financial condition or operations of the City that could reasonably be expected to result in a Material Adverse Effect.

Section 5.06. No Defaults¶ No default by the City has occurred and is continuing in the payment of the principal of or premium, if any, or interest on any CBA Debt. No bankruptcy, insolvency or other similar proceedings pertaining to the City are pending or presently contemplated. No Default or Event of Default has occurred and is continuing hereunder. The City is not presently in default under any material agreement to which it is a party which could

reasonably be expected to have a Material Adverse Effect. The City is not in violation of any material term of the authorizing legislation applicable to the City or any material term of any bond indenture or agreement to which it is a party or by which any of its Property is bound which could reasonably be expected to result in a Material Adverse Effect.

Section 5.07. Correct Information.¶The audited financial statements of the City described in Section 5.05 hereof and the other financial statements of the City furnished by the City to the Lender were, at the time the same were so furnished, correct in all material respects.

Section 5.08. Investment Company.¶The City is not an “investment company” or a company “controlled” by an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 5.09. Margin Stock.¶The City is not engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or extend credit to others for the purpose of purchasing or carrying any such Margin Stock.

Section 5.10. [Reserved]¶

Section 5.11. Usury.¶None of the Related Documents provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

Section 5.12. Security.¶The principal of and interest on the Loans are secured by a covenant to budget and appropriate Non-Ad Valorem Revenues as set forth in Section 6.07 hereof and in the Resolution.

Section 5.13. Pending Legislation and Decisions.¶There is no amendment, or to the knowledge of the City, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the security for this Agreement or any Obligation, the creation, organization, or existence of the City or the titles to office of any officers executing this Agreement or any Related Documents to which the City is a party or the City’s ability to repay when due its obligations under this Agreement.

Section 5.14. No Immunity.¶Under existing law, the City is not entitled to raise the defense of sovereign immunity in connection with any legal proceeding to enforce or collect upon this Agreement or the other Related Documents including the payment of the principal of and interest on the Loans or the payment of any other Obligations; provided that the City is entitled to raise the defense of sovereign immunity in connection with actions based on torts.

Section 5.15. Anti-Corruption Laws and Anti-Money Laundering Laws.¶ The City has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the best

of the City's knowledge, after due care and inquiry, no affiliate, officer, director or agent acting on behalf of the City is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

Section 5.16. Sanctions¶(i) The City is not a Sanctioned Target, and (ii) to the best of the City's knowledge, after due care and inquiry, no affiliate, officer, director or agent acting on behalf of the City is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions.

Section 5.17. No Existing Right to Accelerate¶ As of the Effective Date, no CBA Debt of the City is subject to a right of the holder thereof to accelerate such CBA Debt or otherwise to declare it immediately due and payable prior to its stated maturity upon the occurrence of an event of default.

Section 5.18. Charter Limitation¶ The execution, delivery and performance of this Agreement and the Note do not require authorization by the electors of the City under Section 3(e) of Article VI of the Charter, because all Obligations are required to be repaid within thirty-six (36) months after the Effective Date and the principal amount of the Note does not exceed \$15,000,000.

ARTICLE VI

COVENANTS OF THE CITY

The City covenants and agrees, until the full and final payment and satisfaction of all of the Obligations, except in any instance in which the Lender specially agrees in writing to any performance or noncompliance, that:

Section 6.01. Existence, Etc¶ The City (a) shall maintain its existence as a municipal corporation duly and validly existing under the laws of the State and (b) shall not liquidate or dissolve.

Section 6.02. Payment of Obligations¶ The City shall pay (a) all CBA Debt of the City in accordance with the terms thereof and (b) all taxes, assessments (general or special) and governmental charges of any kind whatsoever, as and when the same respectively come due, that may be at any time lawfully assessed or levied against or with respect to the City, in each case, unless the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 6.03. Compliance with Laws¶ The City shall comply with all Laws applicable to it and its Property, except where non-compliance could not reasonably be expected to result in a Material Adverse Effect.

Section 6.04. Reports¶ The City shall furnish to the Lender in form and detail satisfactory to the Lender:

(a) *Annual Report.* As soon as available, and in any event within two hundred seventy (270) days after the end of the Fiscal Year, the annual audited financial statements of the City together with (1) the opinion of the City's independent accountants and (2) a Compliance Certificate in the form of Exhibit C hereto signed by an Authorized Representative stating that no Event of Default or Default has occurred, or if such Event of Default or Default has occurred, specifying the nature of such Event of Default or Default, the period of its existence, the nature and status thereof and any remedial steps taken or proposed to correct such Event of Default or Default.

(b) *Budget.* As soon as available, and in any event within sixty (60) days after the end of the Fiscal Year, the operating budget of the City.

(c) *Notice of Default or Event of Default.* (i) Promptly upon obtaining knowledge of any Default or Event of Default, or notice thereof, and in any event within five (5) days thereafter, a certificate signed by an Authorized Representative specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto; (ii) promptly following a written request of the Lender, a certificate of an Authorized Representative as to the existence or absence, as the case may be, of a Default or an Event of Default under this Agreement; and (iii) promptly upon obtaining knowledge of any "default" or "event of default" as defined under any Bank Agreement, notice specifying in reasonable detail the nature and period of existence thereof and what action the City has taken or proposes to take with respect thereto.

(d) *Anti-Dilution Compliance.* Prior to the issuance or incurrence of any additional debt secured by all or a portion of the Non-Ad Valorem Revenues, the City shall provide the Lender a written copy of computations demonstrating compliance with Section 6.08 hereof.

(e) *Litigation.* As promptly as practicable, written notice to the Lender of all actions, suits or proceedings pending or threatened against the City in court or before any arbitrator of any kind or before any governmental authority which could reasonably be expected to result in a Material Adverse Effect.

(f) *Other Information.* Such other information regarding the business affairs, financial condition and/or operations of the City as the Lender may from time to time reasonably request.

Section 6.05. Maintenance of Books and Records. The City will keep proper books of record and account in which full, true and correct entries will be made in accordance with GAAP. All financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. Except as provided in the immediately preceding sentence, in preparing any financial data or statements contemplated

or referred to in this Agreement, subject to applicable GAAP, the City shall not vary or modify the accounting methods or principles from the accounting standards employed in the preparation of its audited financial statements described in Section 5.05 hereof.

Section 6.06. Access to Books and Records.¶¶ To the extent permitted by law, the City will permit any Person designated by the Lender (at the expense of the Lender, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the City) to visit any of the offices of the City to examine the books and financial records (except books and financial records the examination of which by the Lender is prohibited by law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the City with its principal officials, all at such reasonable times and as often as the Lender may reasonably request.

Section 6.07. Covenant to Budget and Appropriate.¶(A) Subject to the next paragraph, the City covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues lawfully available in each fiscal year, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and other amounts payable hereunder (including, without limitation, any amounts payable pursuant to Sections 3.01(c) and 3.02 hereof) not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligation of the City to include the amount of any deficiency in payments under this Agreement and the Note in each of its succeeding annual budgets until such deficiency is paid may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 6.08 hereof), nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Noteholder a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Agreement or the Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues

or to permit or constitute a mortgage or lien upon any assets owned by the City and no Noteholder nor any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Agreement, the Resolution or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Such covenant is further subject to Section 166.241(2), Florida Statutes, which provides that an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Agreement, the Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the City.

There is hereby created and established the "City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Debt Service Fund," which fund shall be a trust fund held by the Director of Finance of the City, which shall be held solely for the benefit of the Noteholder. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The City may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Noteholder, the Debt Service Fund established hereby. Such depository or depositories shall perform, at the direction of the City, the duties of the City in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agents and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Agreement, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. The City does further covenant and represent that it has the power under the Act to irrevocably pledge the

Pledged Revenues to the payment of the principal of and interest on the Note and that the pledge of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent resolution, ordinance or other proceeding of the City without the written consent of the Noteholder.

Section 6.08. Anti-dilution.¶The City may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year was at least 1.50 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed assuming that interest accrues on such Debt at the current "Bond Buyer 25-Bond Revenue Index" as published in The Bond Buyer (or comparable Index if "Bond Buyer 25-Bond Revenue Index" no longer exists) no more than three weeks prior to any such calculation. In addition, with respect to debt service on any Variable Rate Debt which is subject to a hedge agreement, interest on such Debt during the term of such hedge agreement shall be deemed to be the hedge payments coming due during such period of time but only up to the notional amount of the hedge agreement. For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize over 20 years on an approximately level debt service basis. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the original principal amount thereof comes due in any one year. For purposes of calculating maximum annual debt service, with respect to debt service on any Debt to which the City elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date.

With respect to debt service on any Debt which the City has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenue as a secondary source of funds to satisfy such obligation, only that portion of the debt service on such Debt which was paid for from Non-Ad Valorem Revenues in the immediately preceding Fiscal Year shall be considered in calculating maximum annual debt service.

Section 6.09. Use of Proceeds.¶The City will use the proceeds of the Loans, together with other legally available funds of the City, to pay the costs of the Project and the costs of issuance of the Note, with Loans deposited, when drawn, into the Project Fund or paid directly to the closing agent for the acquisition of the Project. For the avoidance of doubt, the City will not use any portion of the proceeds of the Loans for the purpose of carrying or purchasing any Margin Stock.

The City covenants and agrees to establish a special fund to be designated “City of Palm Coast, Florida Taxable Non-Ad Valorem Revenue Note, Series 2026 Project Fund” (the “*Project Fund*”). All moneys deposited in the Project Fund shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the Noteholder until the moneys thereof shall have been applied in accordance with this Agreement. The designation and establishment of the Project Fund by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the City for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note. Costs of the Project will be paid from the Project Fund.

Section 6.10. Immunity from Jurisdiction¶¶ To the fullest extent permitted by law, the City will not assert any immunity it may have as a public entity under the laws of the State from lawsuits with respect to this Agreement or any other Related Document. Notwithstanding the foregoing, it is understood that the City does not waive its sovereign immunity as provided under Section 768.28, Florida Statutes.

Section 6.11. [Reserved]¶¶

Section 6.12. [Reserved]¶¶

Section 6.13. Compliance with Documents¶¶ The City agrees that it will perform and comply with each covenant and agreement required to be performed or observed by it in the Resolution, which covenants are hereby incorporated by reference herein for the benefit of the Lender. No amendment to the Resolution that would materially and adversely affect the rights of the Lender shall be effective as to this Agreement without the prior written consent of the Lender.

Section 6.14. Other Agreements¶¶ In the event that the City has outstanding or shall incur any CBA Debt the holder of which has the right to accelerate such CBA Debt or otherwise to declare it immediately due and payable prior to its stated maturity upon the occurrence of an event of default, the City shall provide the Lender with a copy of the instrument or agreement granting such right, and, notwithstanding the last paragraph of Section 7.02 hereof, the Lender shall have the same right to declare the Obligations immediately due and payable upon the occurrence of an Event of Default hereunder for so long as such CBA Debt remains outstanding and such right remains in effect.

Section 6.15. Anti-Money Laundering Laws and Anti-Corruption Laws; Sanctions¶¶

(a) The City shall not use any of the proceeds of the Loans to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(b) The City shall not use any of the proceeds of the Loans to fund, finance or facilitate any activities, business or transactions: (i) that are prohibited by Sanctions, (ii) that would be prohibited by U.S. Sanctions if conducted by a U.S. Person, or (iii) that would be prohibited by Sanctions if conducted by the Lender, or any other party to this Agreement. The City shall notify the Lender in writing not more than one Business Day after first becoming aware of any breach of this Section.

Section 6.16. Source of Repayment and Collateral¶ The City shall not fund any repayment of the Loans with proceeds, or provide as collateral any Property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Lender or any other party to this Agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default¶ The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “Event of Default” hereunder, unless waived in writing by the Lender:

- (a) the City shall fail to pay the principal of or interest on any Loan when due;
- (b) the City shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Loans) and such failure shall continue for three (3) Business Days;
- (c) any representation or warranty made by or on behalf of the City in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered;
- (d) the City shall default in the due performance or observance of any of the covenants set forth in Sections 6.01, 6.04(a), 6.04(b), 6.07, 6.08 or 6.10 hereof;
- (e) the City shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the earlier of (i) actual knowledge by an Authorized Representative of the occurrence thereof or (ii) written notice from the Lender of such default and requesting the same to be remedied; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period and the City has provided notice to the Lender of such fact, no Event of Default shall be deemed to have occurred or

exist if, and so long as, the City shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion within an additional thirty (30) days after such initial thirty (30) period. The City shall give written notice to the Lender of the need for such additional thirty (30) day period.

(f) the City shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) become insolvent or shall not pay, or be unable to pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its Property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code, as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, marshalling of assets, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, (vi) take any action in furtherance of any matter described in parts (i) through (v) above, or (vii) fail to contest in good faith any appointment or proceeding described in Section 7.01(g) of this Agreement;

(g) a custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for the City or any substantial part of its Property, or a proceeding described in Section 7.01(f)(v) shall be instituted against the City and such proceeding continues undischarged or any such proceeding continues undismissed or unstayed for a period of thirty (30) or more days;

(h) a debt moratorium, debt restructuring, debt adjustment or comparable restriction is imposed on the repayment when due and payable of the principal or interest on any CBA Debt of the City by the City or any Governmental Authority with appropriate jurisdiction;

(i) any material provision of this Agreement or any other Related Document shall at any time for any reason cease to be valid and binding on the City as a result of any legislative or administrative action by a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(j) dissolution or termination of the existence of the City;

(k) the City shall (i) default on the payment of the principal of or interest on any CBA Debt in an aggregate outstanding principal amount in excess of \$5,000,000, beyond the period of grace, if any, provided in the instrument or agreement under which such CBA Debt was created or incurred; or (ii) default in the observance or performance

of any agreement or condition relating to any CBA Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) any such CBA Debt in an aggregate outstanding principal amount in excess of \$5,000,000 to become immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such CBA Debt;

(l) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance, with written acknowledgement of such coverage having been provided by the provider of such insurance coverage to the Lender, in an aggregate amount not less than \$5,000,000 shall be entered or filed against the City or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days;

(m) any "event of default" under any Related Document (as defined respectively therein) shall have occurred; or

(n) [Reserved].

Section 7.02. Consequences of an Event of Default: Upon the occurrence and during the continuance of an Event of Default, the Lender may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) deliver written notice to the City that the Lender's obligation to advance Loans hereunder has terminated;

(b) either personally or by attorney or agent without bringing any action or proceeding take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the City under the Related Documents, whether for specific performance of any agreement or covenant of the City or in aid of the execution of any power granted to the Lender in the Related Documents; and

(c) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents and as otherwise available at law and in equity.

The Lender acknowledges that acceleration of the Obligations is not an available remedy hereunder or under any Related Documents.

Section 7.03. Remedies Cumulative; Solely for the Benefit of the Lender: To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Lender in the Related Documents shall be cumulative,

concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Lender, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Lender specified herein are for the sole and exclusive benefit, use and protection of the Lender, and the Lender is entitled, but shall have no duty or obligation to the City or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Lender hereunder or under any of the other Related Documents.

Section 7.04. Waivers or Omissions¶¶No delay or omission by the Lender in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Lender or to be acquiescence therein. No express or implied waiver by the Lender of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.05. Discontinuance of Proceedings¶¶In case the Lender shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Lender shall have the unqualified right so to do and, in such event, the City and the Lender shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Lender hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

INDEMNIFICATION

Section 8.01. Indemnification¶ In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the City hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Lender and its officers, directors and agents (each, an “Indemnitee”) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys’ fees) which an Indemnitee may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the “Liabilities”) by reason of or in connection with (a) the execution and delivery of, or payment or failure to pay under, any Related Document; and (b) any Loan or the use of the proceeds of any Loan; provided that the City shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such

Indemnatee. Nothing under this Section 8.01 is intended to limit the City's payment of the Obligations.

Section 8.02. Survival¶¶The obligations of the City under this Article VIII shall survive the payment of all Obligations and the termination of this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Patriot Act Notice¶¶The Lender hereby notifies the City that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Patriot Act. The City hereby agrees that it shall promptly provide such information upon written request by the Lender.

Section 9.02. Further Assurances¶¶From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Lender, the City will, at the City's expense, correct any defect, error or omission caused by the City which may be discovered in the form or content of any of the Related Documents. Any cost of correction of any defect, error or omission caused by the Lender shall be at the Lender's expense.

Section 9.03. Amendments and Waivers; Enforcement¶¶The Lender and the City may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Related Documents or changing the rights of the Lender or the City hereunder or thereunder, and the Lender may from time to time grant waivers or consents to a departure from the due performance of the obligations of the City hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto. Notwithstanding the foregoing, any amendment to the definition of Maturity Date is subject to the limitations set forth in Section 2.06(b) hereof.

Section 9.04. No Implied Waiver; Cumulative Remedies¶¶No course of dealing and no delay or failure of the Lender in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any

abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Lender under this Agreement are cumulative and not exclusive of any rights or remedies which the Lender would otherwise have under any Related Document, at law or in equity.

Section 9.05. Notices. All notices, requests, demands, directions and other communications (collectively “*notices*”) under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (i) if by first-class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telephone, when given to a person who confirms such receipt; and (iv) if by facsimile, when confirmation of receipt is obtained; provided that each Request for Loan shall be sent via e-mail or by facsimile. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The City:	City of Palm Coast, Florida 160 Lake Avenue Palm Coast, Florida 32164 Attention: Director of Finance Telephone: (386) 986-3726 Email: HAlves@palmcoastgov.com
The Lender:	Wells Fargo Bank, National Association 100 South Ashley Drive, 10 th Floor Tampa, Florida 33602 Attention: Vincent Mattio Telephone: (813) 285-0745 E-mail: vincent.mattio@wellsfargo.com
with a copy to:	Wells Fargo Bank, National Association 704 Tryon Street, 27 th Floor Charlotte, North Carolina 28202 Attention: Renee Toneske Telephone: (704) 427-0066 Email: renee.toneske@wellsfargo.com

Lender Wire Instructions: ABA#: Name: Wells Fargo Bank, N.A.
Account #: Account Name: Wells Fargo Bank N.A. Roanoke Wire Account
Address: 7711 Plantation Rd., Roanoke, VA 24019
Customer Name: City of Palm Coast, Florida
CID # [_____] [Lender to confirm wire instructions]
FCN# New (assigned upon booking)

The Lender with respect to a Request for Loan: Wells Fargo Bank, National Association
100 South Ashley Drive, 10th Floor
Tampa, Florida 33602
Attention: Vincent Mattio
Telephone: (813) 285-0745
E-mail: vincent.mattio@wellsfargo.com

with a copy to: Wells Fargo Bank, National Association
704 Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Renee Toneske
Telephone: (704) 427-0066
Email: renee.toneske@wellsfargo.com

The Lender may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 9.06. [Reserved]

Section 9.07. No Third-Party Rights Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Noteholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 9.08. Severability The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 9.09. Governing Law; Waiver of Jury Trial (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State without giving effect to conflicts of law provisions.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

(c) The covenants and waivers made pursuant to this Section 9.09 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 9.10. Prior Understandings¶ This Agreement and the other Related Documents supersede all other prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 9.11. Duration¶ All representations and warranties of the City contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents. All covenants and agreements of the City contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 9.12. Counterparts¶ This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 9.13. Successors and Assigns¶

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Noteholders and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. So long as no Event of Default shall have occurred and be continuing, Wells Fargo Bank, National Association may not assign its obligations to make Loans hereunder without the prior written consent of the City. It is understood that the Lender shall initially be the initial Noteholder. The Lender, as the initial Noteholder, and any subsequent Noteholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole, its interest in the Note in accordance with the provisions of paragraph (b) of this Section. The Lender may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (c) of this Section. The Lender may at any time pledge or assign a security interest subject to the restrictions of paragraph (d) of this Section.

(b) *Assignments and Transfers by Noteholder.* Without limitation of the foregoing generality, a Noteholder may at any time assign or transfer to one or more transferees the Note in whole, in a denomination of not less than \$250,000, to a Person that is (i) an affiliate of the Lender, (ii) a trust or other custodial arrangement established by the Lender or one of its affiliates, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act, or (iii) a “qualified institutional buyer” as so defined that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this paragraph (b), of not less than \$5,000,000,000 (each a “Transferee”) upon providing written notice of such transfer to the City and the Lender and the Transferee shall have delivered to the City an investment letter substantially in the form of Exhibit D hereto. The Lender, acting solely for this purpose as a non-fiduciary agent of the City, shall maintain a register for the recordation of the names and addresses of the Noteholders and principal amounts of and stated interest on the Loans owing to each Noteholder pursuant to the terms hereof from time to time (the “Register”). The entries in the Register shall be conclusive, absent manifest error, and the City and the Noteholders shall treat each Transferee whose name is recorded in the Register pursuant to the terms hereof as a Noteholder for all purposes of this Agreement. The Register shall be available for inspection by the City and any Noteholder (but only to the extent of entries in the Register that are applicable to such Noteholder), at any reasonable time and from time to time upon reasonable prior notice. Notwithstanding anything herein to the contrary, no assignment or transfer of the Note shall in any way affect the obligations of the Lender hereunder.

(c) *Participations.* The Lender shall have the right to grant participations in all or a portion of the Lender’s interest in the Notes to a Transferee, this Agreement and the other Related Documents to one or more other banking institutions; provided, however, that (i) no such participation by any such participant shall in any way affect the obligations of the Lender hereunder, (ii) the City shall be required to deal only with the Lender, with respect to any matters under this Agreement and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the City, and (iii) no offering document shall be prepared in connection with such participation without the express written consent of the City.

(d) *Certain Pledges.* The Lender may at any time pledge or grant a security interest in all or any portion of its rights under the Loans, this Agreement and the Related Documents to secure obligations of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto or constitute a pledge by the City that is not otherwise described in this Agreement or the Resolution.

Section 9.14. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 9.15. Electronic Signatures¶¶ The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 9.16. No Advisory or Fiduciary Relationship¶¶ In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof, or of any other Related Document), the City acknowledges and agrees that: (a) (i) the services regarding this Agreement provided by the Lender and any Affiliate thereof are arm’s-length commercial transactions between the City, on the one hand, and the Lender and its Affiliates, on the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (b) (i) the Lender and its Affiliates each 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 (municipal, financial or otherwise), agent or fiduciary, for the City, or any other Person and (ii) neither the Lender nor any of its Affiliates has any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and neither the Lender nor any of its Affiliates has any obligation to disclose any of such interests to the City.

Section 9.17. EMMA Postings¶¶ In the event the City files with EMMA this Agreement or any Related Documents or any description of the material terms thereof or notice of any respective agreement to covenants, events of default, remedies, priority rights or other similar terms relating to the City’s CBA Debt, either voluntarily or as required pursuant to a continuing disclosure agreement or Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended (the “Rule”) (each such posting, an “EMMA Posting”), the City shall (i) provide the Lender with a copy of each EMMA Posting prior to submitting or posting on EMMA and (ii) not file or permit the filing of any EMMA Posting that includes Confidential Information. Subject

to compliance with the Rule, the City acknowledges and agrees that although the Lender may request review, edit or redactions of such materials prior to filing, the Lender is not responsible for the City's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure agreement or any applicable securities or other Laws, including, but not limited to, those relating to the Rule. Notwithstanding the foregoing, any such redactions requested by the Lender shall not prevent compliance with any continuing disclosure agreement or any applicable securities or other Laws, including, but not limited to, those relating to the Rule. As used herein, "Confidential Information" means any sensitive or Confidential Information regarding the City, the Lender or any Affiliate of the Lender including, without limitation, address and account information, e-mail addresses, telephone numbers, facsimile numbers, names and signatures of officers, employees and signatories of the Lender or any of its affiliates. Upon receipt of the EMMA Posting, the Lender shall promptly notify the City that certain information in such proposed EMMA Posting is Confidential Information and the City will not include such information unless counsel to the City concludes that any portion of the Confidential Information is required to be described under the Rule. The Lender acknowledges that the City may be subject to certain Laws, including without limitation, Florida public records laws that may require the posting or sharing of this Agreement or other Related Documents without redactions.

Section 9.18.Naming Convention¶ The City hereby certifies to the Lender that each of: (a) City of Palm Coast, Florida; and (b) City of Palm Coast are one and the same entity.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: [_____]
Title: [_____]

CITY OF PALM COAST, FLORIDA

By: _____
Name: Mike Norris
Title: Mayor

ATTEST:
By: _____
Name: Kaley Cook
Title: City Clerk

EXHIBIT A
FORM OF NOTE

THIS NOTE IS SUBJECT TO THE TRANSFER RESTRICTIONS SET FORTH IN
SECTION 9.13 OF THE HEREINAFTER DEFINED AGREEMENT

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE
SERIES 2026

Dated as of: October 29, 2026

For value received, the City of Palm Coast, Florida (the "*City*") promises to pay to the order of Wells Fargo Bank, National Association, and its successors and assigns (the "*Lender*"), located at 100 South Ashley Drive, 10th Floor, Tampa, Florida, the aggregate unpaid principal amount of all Loans made by the Lender from time to time pursuant to the Taxable Non-Revolving Credit Agreement, dated as of October 29, 2026 (together with any amendments or supplements thereto, the "*Agreement*"), between the City and the Lender, in a principal amount not to exceed \$11,000,000, on the dates and in the amounts provided for in the Agreement.

The City promises to pay interest on the unpaid principal amount of all Loans on the dates and at the rates provided for in the Agreement. All payments of principal and interest shall be made to the Lender in lawful money of the United States of America in immediately available funds. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Agreement.

This Note is the Note referred to in the Agreement and is entitled to the benefits thereof and of the Related Documents referred to therein. This Note is subject to prepayment, in whole, in accordance with the terms of the Agreement.

The Lender agrees, by acceptance of this Note, that before disposing of this Note it will make a notation on the schedule attached hereto of all Loans evidenced hereby and all principal payments and prepayments made hereunder and of the date to which interest hereon has been paid.

This Note shall not be or constitute a general obligation or indebtedness of the City as "bonds" within the meaning of any constitutional or statutory provision, but shall be a special limited obligation of the City, payable solely from amounts budgeted and appropriated by the City from Non-Ad Valorem Revenues in accordance with the Agreement. No owner or holder of this Note shall ever have the right to compel the exercise of any ad valorem taxing power to pay this Note, or be entitled to payment of such Note from any moneys of the City except from the Non-Ad Valorem Revenues in the manner and to the extent provided in the Agreement and the Resolution.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY
THE LAWS OF THE STATE OF FLORIDA.

CITY OF PALM COAST, FLORIDA

By: _____

Name: [_____]

Title: Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT B
FORM OF
REQUEST FOR LOAN

[Date]

Wells Fargo Bank, National Association
100 South Ashley Drive, 10th Floor
Tampa, Florida 33602
Attention: Vincent Mattio
Telephone: (813) 285-0745
Email: vincent.mattio@wellsfargo.com

Wells Fargo Bank, National Association
704 Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: Renee Toneske
Telephone: (704) 427-0066
Email: renee.toneske@wellsfargo.com

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the City of Palm Coast, Florida (the "City"), refers to that certain Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "Agreement") between the City and Wells Fargo Bank, National Association (the "Lender"), the terms defined therein being used herein as therein defined, and hereby gives the Lender notice irrevocably, pursuant to Section 2.05(a) of the Agreement, of the Loan specified below:

1. The Business Day of the proposed Loan is _____, 20__.
2. The principal amount of the proposed Loan is \$_____.
3. Wire instructions of the City: _____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Loan, before and after giving effect thereto:

(a) the representations and warranties of the City set forth in Article V of the Agreement shall be true and correct in all material respects on the date the Loan is advanced (except to the extent any such representation or warranty expressly relates to an earlier date); and

(b) no Default or Event of Default shall have occurred and be continuing on the date the Loan is advanced.

The Loan shall be made by the Lender by wire transfer of immediately available funds to the City in accordance with the instructions on file set forth above.

CITY OF PALM COAST, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate (this "*Certificate*") is furnished to Wells Fargo Bank, National Association (the "*Lender*") pursuant to that certain Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "*Agreement*"), between City of Palm Coast, Florida (the "*City*") and the Lender. Unless otherwise defined herein, the terms used in this Certificate shall have the meanings assigned thereto in the Agreement.

The undersigned hereby certifies that:

1. I am the Director of Finance of the City;
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the City during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or Event of Default during or at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and
4. The financial statements required by Section 6.04(a) of the Agreement and being furnished to you concurrently with this Certificate fairly represent the consolidated financial condition of the City in accordance with GAAP (subject to year end adjustments) as of the dates and for the periods covered thereby.

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the City has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications and the financial statements delivered with this Certificate in support hereof are made and delivered this _____ day of _____, 20__.

CITY OF PALM COAST, FLORIDA:

Name: [_____]
Title: Director of Finance

EXHIBIT D

FORM OF LENDER'S CERTIFICATE

City of Palm Coast, Florida
160 Lake Avenue
Palm Coast, Florida 32164

CITY OF PALM COAST, FLORIDA
TAXABLE NON-AD VALOREM REVENUE NOTE
SERIES 2026

Ladies and Gentlemen:

Wells Fargo Bank, National Association (the "*Lender*") has agreed to make Loans to City of Palm Coast, Florida (the "*City*") evidenced by the above-referenced note (the "*Note*") in an amount not to exceed \$11,000,000 which was issued by the City, as set forth in (i) Resolution No. 2026-[] adopted by the City Council of the City on October 20, 2026 (the "*Resolution*") and (ii) the Taxable Non-Revolving Credit Agreement dated as of October 29, 2026 (the "*Agreement*"), by and between the City and the Lender. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Resolution or the Agreement, as applicable. The undersigned, an authorized representative of the Lender, hereby represents to you that:

1. The Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations, to be able to evaluate the risks and merits of purchasing of the Note.
2. The Lender has authority to purchase the Note and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the purchase of the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.
4. The Lender is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "*1933 Act*") and is able to bear the economic risks of such investment.
5. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Lender has made its own inquiry and analysis with respect to the City, the Project, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.

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

7. The Lender understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any Rating Agency.

The Note will not be assigned a credit rating.

8. The Note is being acquired by the Lender for investment for its own account and not with a present view toward resale or distribution and the Lender currently intends to hold the Note to maturity or earlier redemption; provided, however, that the Lender reserves the right to sell, transfer or redistribute the Note in whole, in a denomination of not less than \$250,000, but agrees that any such sale, transfer or distribution by the Lender shall be to a Person:

(a) that is an affiliate of the Lender;

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

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

EXHIBIT C

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into as of October 29, 2026 (herein, the "Agreement"), by and between the STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency and a public instrumentality, duly created pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") created the Agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, City [Resolution] [Ordinance] No. [____] established the boundaries of the State Road 100 Community Redevelopment Area (as may be amended from time to time, the "Redevelopment Area") and approved the [State Road 100 Community Redevelopment Plan] (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"), pursuant to the Redevelopment Act; and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established a community redevelopment trust fund (the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area, as more particularly described in the Resolution (as hereinafter defined) (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (together with its successors and assigns, the "Bank") pursuant to a Taxable Non-Revolving Loan Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "Resolution"); and

WHEREAS, the City's obligation to repay the Loan is evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"), which matures on October

1, 2029, and which is payable from Non-Ad Valorem Revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended on October 6, 2026, authorizes the use of tax increment revenues deposited in the Redevelopment Trust Fund with respect to the Redevelopment Area (the "Increment Revenues") for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project; and

WHEREAS, the City and the Agency desire to enter into this Agreement to memorialize the terms by which the Agency shall pay and/or reimburse the City for obligations incurred with respect to the Project by paying to the City, from Increment Revenues, amounts equal to the principal of and interest on the Series 2026 Note and all other amounts due and owing by the City under the Loan Agreement (as hereinafter defined); and

WHEREAS, the City provided notice of its intent to approve this Agreement and thereby authorize the Agency's pledge of the Increment Revenues to the City for payment of the Series 2026 Note, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346 of the Redevelopment Act; and

WHEREAS, the City and the Agency hereby determine that this Agreement, the issuance of the Series 2026 Note, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the Increment Revenues are pledged to the payment of the Agency's Redevelopment Refunding Revenue Note, Series 2014 (the "Series 2014 Note") pursuant to Agency Resolution No. 2014-2 adopted on January 21, 2014 (the "2014 Note Resolution"), and, except with regard to the Series 2014 Note and the Agency's obligations pursuant to this Agreement, the Increment Revenues are not subject to any other pledge or lien.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. In addition, the following terms shall have the following meanings:

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Obligations" means the Series 2026 Note.

"Taxing Authority" means each public body required to appropriate and deposit increment revenues into the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes.

3. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the Redevelopment Act, including Sections 163.385 and 163.387 thereof, Chapter 166, Florida Statutes, and other applicable provisions of law. The obligation of the Agency under this Agreement to pay Increment Revenues to the City constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond of the Agency payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes, the issuance of which has been authorized by the City Council, as the governing body, by the Resolution, and approved by the governing body of the Agency by resolution adopted on October 20, 2026.

4. Obligation to Repay City.

A. The City's execution and delivery of the Loan Agreement and issuance of the Series 2026 Note are hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Resolution, the Loan Agreement and the Series 2026 Note.

B. The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due with respect to the Obligations, including the principal of and interest on the Series 2026 Note and all fees and other amounts payable by the City under the Loan Agreement. The Agency shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to pay such amounts in full, and the City has budgeted, appropriated and used Non-Ad Valorem Revenues or other funds of the City for the payment thereof in accordance with the Loan Agreement (each, a "City Payment"), the Agency shall repay each City Payment, together with interest thereon from the date of such City Payment until repaid at the same interest rate borne by the Series 2026 Note. The Agency acknowledges that the entire principal amount of the Series 2026 Note is due on October 1, 2029, and that the City expects to pay such principal from the Increment Revenues or other funds of the City; any such principal paid by the City from Non-Ad Valorem Revenues or other funds of the City shall constitute a City Payment. The obligations of the Agency described in this Section are cumulative and shall continue until all amounts due hereunder are fully paid by the Agency.

C. The obligation to transfer the Increment Revenues to the City to pay the amounts due hereunder shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement, until all City Payments, together with interest thereon, have been repaid to the City.

D. Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. In order to secure its indebtedness to the City hereunder, the Agency hereby pledges to the City the Increment Revenues, which pledge shall be junior, inferior and subordinate in all respects to the lien on and pledge of the Increment Revenues securing the Series 2014 Note and any other note or debt obligation issued by the Agency to a lender or creditor other than the City (collectively, the "Senior Agency Notes"). The City has not pledged, and nothing herein shall be construed as a pledge by the City of, the Increment Revenues or any amounts received by the City hereunder to the payment of the Series 2026 Note or to the Bank, except to the extent the City deposits amounts received hereunder in the debt service fund established under the Loan Agreement, in which case such amounts shall be pledged as provided in the Loan Agreement.

F. The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of each Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or impair the pledge of such Increment Revenues made hereby. The Agency and the City shall be unconditionally and irrevocably obligated, so long as any amounts remain payable by the Agency hereunder, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

G. The Agency shall include in its annual budget for each Fiscal Year amounts sufficient to make the payments required hereunder. To the extent any moneys remain in the Redevelopment Trust Fund at the end of any fiscal year while amounts remain payable by the Agency hereunder, the Agency shall, to the extent permitted by Section 163.387(7), Florida Statutes, apply such moneys to, or place them in escrow for, the payment of its obligations hereunder.

H. The City and the Agency acknowledge that the obligation of the Taxing Authorities to deposit increment revenues in the Redevelopment Trust Fund, and the Agency's ability to pledge Increment Revenues, are subject to the time limitations of Sections 163.387(2)(a) and 163.385(1)(a), Florida Statutes, and to the term of the Redevelopment Area.

I. So long as the Senior Agency Notes remain outstanding, the payments required of the Agency hereunder in any Fiscal Year shall be made only from Increment Revenues remaining after the Agency has made all deposits and payments then required under the Senior Agency Notes. Nothing in this Agreement shall be construed to permit any action that would impair the rights of the holder of the Senior Agency Notes.

5. Effective Date; Term; Filing. This Agreement shall take effect upon its execution by the City and the Agency. This Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes, and shall remain in effect until all amounts payable by the Agency hereunder have been paid in full.

6. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

7. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Series 2026 Note on the part of the City.

11. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, of the Agency, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

12. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Series 2026 Note, the Resolution and the Loan Agreement. The obligation to pay to the City the amounts due hereunder shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such obligation shall be payable solely from the Increment Revenues to be received by the Agency pursuant to the Redevelopment Act and from any other funds of the Agency legally available therefor. The Agency has no taxing power.

13. Amendments. This Agreement may be amended only by a written instrument approved by the City Council and the governing body of the Agency and executed by both parties, and any amendment shall be filed in the same manner as this Agreement.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Agency. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon the Bank, any holder of the Series 2026 Note, or any other person any right, remedy or claim under or by reason of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF PALM COAST, FLORIDA

(SEAL)

Mayor

City Clerk

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY

Chair

ATTEST:

Secretary

[Signature Page to Interlocal Agreement]

CITY OF PALM COAST,
FLORIDA
TAXABLE NON-AD
VALOREM REVENUE
NOTE, SERIES 2026



CITY OF PALM COAST, FLORIDA TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

OCTOBER 20, 2026

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 225
Orlando, Florida 32801

OVERVIEW OF THE BANK LOAN RFP

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance
- Taxable variable rate was requested for the borrowing
 - Non-revolving line of credit, taxable variable interest rate for the entire term of the loan
 - Not to exceed \$15,000,000 line of credit size requested (final loan size of \$11,000,000)
 - Principal due at maturity on October 1, 2029 (~3-years)
- The RFP requested the ability to prepay all or a portion of the loan without penalty
- Security for the loan includes a covenant to budget and appropriate from all legally available non-ad valorem revenues of the City
- By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders:
 - SouthState Bank
 - Truist Bank
 - Wells Fargo Bank

THE PROPOSED SERIES 2026 RESOLUTION

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- Based upon the three (3) proposals received, **Wells Fargo Bank** is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice)
 - Advances shall bear interest at a taxable variable rate per annum equal to Daily Simple SOFR plus 0.56% (subject to adjustment as provided in the credit agreement)
 - The City can make advances on the loan in minimum amounts of \$250,000 and no more than one advance per month
 - Unused (undrawn) amounts are subject to an unused fee of 0.24% per annum. If the City reduces the available commitment amount prior to the first anniversary date, the City will owe an early termination fee equal to the remaining unused fee on the reduced amount through the first anniversary (this does not apply to early prepayments)
- The proposed resolution, among other things, authorizes the execution of a credit agreement between the City and Wells Fargo Bank and authorizes the issuance of the Taxable Non-Ad Valorem Revenue Note, Series 2026 to Wells Fargo Bank in an amount not to exceed \$11 million

PRELIMINARY FINANCING SUMMARY*

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Assumptions

- Closing – October 29, 2026 (anticipated)
- Monthly Interest Payments
- Final Maturity of 10/1/2029
- Project fund deposit of up to \$11,000,000
- Assumes no principal payment until final maturity of 10/1/2029

Sources and Uses

SOURCES OF FUNDS

Principal Amount	\$11,000,000
City Contribution	63,000

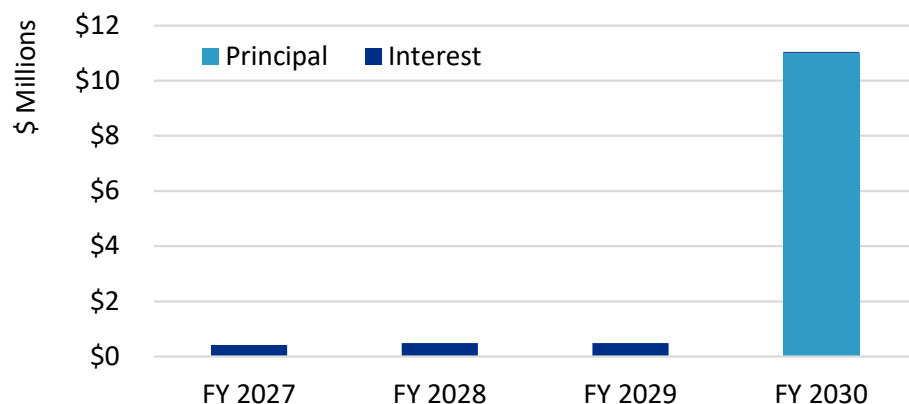
Total Sources of Funds	\$11,063,000
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USES OF FUNDS

Project Fund Deposit	\$11,000,000
Costs of Issuance	63,000

Total Uses of Funds	\$11,063,000
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Annual Payments through Maturity



Statistics

Final Maturity	10/1/2029
Assumed Variable Interest Rate	4.43%
Total Interest	\$1,445,657
Total Debt Service	\$12,445,657
Avg. Annual Debt Service	\$4,258,970

*Note: Preliminary and subject to change. Assumes full draw of \$11 million at closing, assumes a variable rate of 4.43% (based on market conditions of October 8, 2026) through the final maturity, and does not assume any early prepayments on the loan.

REMAINING FINANCING TIMELINE

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Date	Action
Tuesday, October 20 th	Authorizing Resolution Presented to City Council for Approval
Thursday, October 29 th	Closing of the Taxable Non-Ad Valorem Revenue Note, Series 2026

Note: Preliminary and subject to change.

DISCLOSURE

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result HilltopSecurities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities Inc.

