

**Board of County Commissioners
Agenda Request**

Date of Meeting: September 16, 2014

Date Submitted: August 22, 2014

To: Honorable Chairman and Members of the Board

From: Robert Presnell, County Administrator

Subject: **PUBLIC HEARING** - Board Approval of Ordinance 2014-004 and the Request of Public Safety Academy Housing, Inc. to Refinance the County's \$9,000,000 Revenue Bonds (Public Safety Academy Housing, Inc.), Series 2004 (the "2004 Bonds") and to Issue Additional Indebtedness for Dormitory Improvements

Statement of Issue:

Public Safety Academy Housing, Inc. (the "Company") has requested that the Board of County Commissioners (the "Board") of Gadsden County, Florida (the "County") consider refunding certain 2004 Bonds issued by the County for the benefit of the Company, and issuing additional indebtedness to finance improvements at the dormitory project originally financed by the 2004 Bonds.

Background:

The County in 2004 issued \$9,000,000 of its Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2004 to finance a dormitory facility owned by the Company, a direct support organization of Tallahassee Community College ("TCC"). The 2004 Bonds were issued in a conduit-type transaction whereby the proceeds were loaned to the Company and the Company is responsible for repaying the 2004 Bonds. No revenues or assets of the County secure the 2004 Bonds. The Company has now requested that the County consider refunding the 2004 Bonds to lower the debt service thereon and achieve savings, and to finance an additional \$500,000 of improvements at the dormitory facility, by the issuance of its Revenue Bonds (Public Safety Academy Housing, Inc.), Series 2014A and its Taxable Revenue Bonds (Public Safety Academy Housing, Inc.), Series 2014B, in a similar conduit-type financing, to be purchased by Capital City Bank, in which no assets are pledged by and no liability accrues to the County. The Company is proposing to issue the Series 2014B as a taxable transaction so as to not adversely impact the County's ability to issue its own "bank-qualified" debt later this year. All fees in connection with the issuance of the 2014A Bonds and Taxable 2014B Bonds, including any costs of the County and its professionals, will be paid by the Company.

Analysis:

The County issued the 2004 Bonds to provide assistance to TCC in providing dormitory facilities at the Pat Thomas Law Enforcement Academy located in Gadsden County, under a bond structure that does not subject the County to liability or encumber County revenues or assets, and is commonly used in Florida. The proposed refinancing and additional indebtedness for improvements at the dormitory facility will likewise benefit TCC and the County under the same structure and same base documents, and will not adversely impact the County's ability to issue bonds for its own purposes later this year.

It is recommended that the Board grant the Company's request and approve the ordinance and necessary documents in order to close the new loan before September 25, 2014.

Fiscal Impact:

There will be no fiscal impact upon the County.

Options:

1. Approve the Company's request and approve Ordinance 2014-004 in order to close the loan on or before September 25, 2014 and authorize the Chairman to execute all related documents.
2. Board Direction

County Administrator's Recommendation

Option #1

Attachments:

1. Proofs of Publication
2. Ordinance 2014-004
3. 1st Supplemental Loan Agreement
4. Assignment of Loan Documents
5. 1st Supplemental Leasehold Mortgage & Security Agreement
6. Promissory Note
7. Series 2014A Bond
8. Series 2014B Bond

Page	:	1 of 1	08/20/2014 15:15:55	Ad Number	:	12896659
Order Number	:	12800554		Ad Key	:	
PO Number	:	notice of intent		Salesperson	:	05 - Mary Ann Naczi
Customer	:	12479968 zzNabors, Giblin & Nickerson, P.A.		Publication	:	Gadsden Legals
Contact	:			Section	:	Legals
Address1	:	1500 Mahan Drive, Suite 200		Sub Section	:	Legals
Address2	:			Category	:	995E-Miscellaneous Notices
City St Zip	:	Tallahassee FL 32308		Dates Run	:	08/28/2014-08/28/2014
Phone	:	(850) 224-4070		Days	:	1
Fax	:	(850) 224-4073		Size	:	3 x 3.60, 40 lines
Credit Card	:			Words	:	339
Printed By	:	Mary Ann Naczi		Ad Rate	:	GCT-Legal
Entered By	:	Mary Ann Naczi		Ad Price	:	56.60
				Amount Paid	:	0.00
				Amount Due	:	56.60
Keywords	:	4359-0828 GCT PUBLIC NOTICE NOTICE OF INTENT NOTI				
Notes	:					
Zones	:					

**4359-0828 GCT
PUBLIC NOTICE
NOTICE OF INTENT**

NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at its regularly scheduled meeting, at the Gadsden County Governmental Complex, 9-B East Jefferson Street, Quincy, Florida, at 6:00 p.m. on the 16th day of September, 2014, to consider enactment of an ordinance entitled:

AN ORDINANCE PROVIDING FOR THE FINANCING BY GADSDEN COUNTY, FLORIDA FOR THE PURPOSE OF REIMBURSING, FINANCING AND REFINANCING THE COST OF ACQUISITION AND CONSTRUCTION OF CERTAIN FACILITIES OWNED AND OPERATED BY PUBLIC SAFETY ACADEMY HOUSING, INC., PROVIDING FOR THE ISSUANCE OF REVENUE BONDS (PUBLIC SAFETY ACADEMY HOUSING, INC. PROJECT), SERIES 2014A AND TAXABLE SERIES 2014B IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,800,000; APPROVING THE FORM OF THE FIRST SUPPLEMENTAL LOAN AGREEMENT, RE-STATE PROMISSORY NOTE, FIRST SUPPLEMENTAL LEASEHOLD MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT THEREOF; APPROVING THE FORM OF THE ASSIGNMENT OF LOAN DOCUMENTS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; FINDING THE NECESSITY FOR A NEGOTIATED SALE OF THE BONDS AND APPROVING THE SALE OF SAID BONDS TO CAPITAL CITY BANK; PROVIDING FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING CERTAIN OTHER AGREEMENTS AND COVENANTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO THIS MATTER, HE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE MAY NEED TO ASSURE THAT A VERBATIM RECORDING OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE DATED.

The proposed ordinance is available for public inspection at the Office of the Clerk, Gadsden County Courthouse, 10 E. Jefferson St., Quincy, Florida.

BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA
By: /s/ Nicholas Thomas
Nicholas Thomas, Clerk

Published August 28, 2014.

CITRUS PUBLISHING
ATTN: LEGAL DEPARTMENT
1624 N MEADOWCREST BLVD.
CRYSTAL RIVER, FL 34429
352-726-0902 PHONE
352-726-9603 FAX

Gadsden County Times - INVOICE

Dear Customer: 12479968 Nabors, Eiblin & Nickerson P.A.

This is an invoice to process your payment for the enclosed ad. Please include Order #12800554 on your check and send payment of \$56.60 directly to the Legal Department at the above address. If you have paid previously, then disregard this invoice or keep for your records. REMEMBER: Payment is due in full within 20 days.

RE: 4359-0828 GCT PUBLIC NOTICE NOTICE OF INTENT NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at its regularly scheduled meeting, at the Gadsden County Governmental Complex, 9-B East Je

Ad publication dates:
August 28th, 2014,

Thank you for your business,

Mary Ann Naczi and/or Theresa J. Savery and/or LaKeshia Brisco and/or Kelley Kriznar
Legal Representative

Proof of Publication

from the
GADSDEN COUNTY TIMES
Quincy, Gadsden County, Florida
PUBLISHED WEEKLY

STATE OF FLORIDA
COUNTY OF GADSDEN

Before the undersigned authority personally appeared

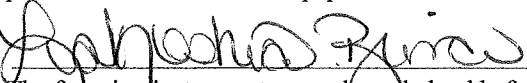
Mary Ann Naczi and/or Theresa J. Savery
and/or LaKeshia Brisco and/or Kelley
Kriznar

Of the Gadsden County Times, a newspaper published weekly at Quincy, in Gadsden County, Florida, that the attached copy of advertisement being a public notice in the matter of the

4359-0828 GCT PUBLIC NOTICE NOTICE OF INTENT
NOTICE IS HEREBY GIVEN to all concerned that the Board of County Commissioners of Gadsden County, Florida, intends, at its regularly scheduled meeting, at the Gadsden County Governmental Complex, 9-B East Je

Court, was published in said newspaper in the issues of August 28th, 2014,

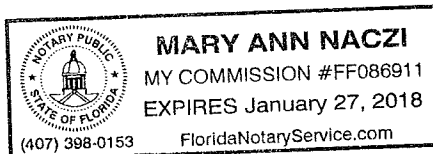
Affiant further says that the Gadsden County Times is a Newspaper published at Quincy in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in Gadsden County, Florida, each week and has been entered as second class mail matter at the post office in Quincy in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


The foregoing instrument was acknowledged before me

This 28th day of Aug., 2014
By: Mary Ann Naczi and/or Theresa J. Savery and/or LaKeshia Brisco and/or Kelley Kriznar

who is personally known to me and who did take an oath.


Notary Public



4359-0828 GCT
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BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA
By: /s/ Nicholas Thomas
Nicholas Thomas, Clerk

Published August 28, 2014.

HAVANA HERALD
PUBLISHED WEEKLY
HAVANA, GADSDEN COUNTY, FLORIDA

State of Florida
 County of Gadsden

Before the undersigned personally appeared John N. Bert, who on oath says that he is Publisher of the Havana Herald, a weekly newspaper published at Havana, in Gadsden County, Florida; that the attached copy of advertisement, being a Legal in the matter of

NOTICE OF INTENT

in the _____ Court, was published in said newspaper in the issues of _____

AUGUST 28, 2014

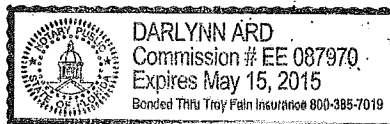
Affiant further says that the said Havana Herald is a newspaper published at Havana, in said Gadsden County, Florida, and that the said newspaper has heretofore been continuously published in said Gadsden County, Florida, each week and has been entered as second class mail matter at the post office in Havana, in said Gadsden County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

John N. Bert

Sworn to and subscribed before me this 28th

day of AUGUST, A.D. 20 14

[Signature]
 (SEAL) Notary Public



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FINDING THE NECESSITY FOR A NEGOTIATED SALE OF THE BONDS AND APPROVING THE SALE OF SAID BONDS TO CAPITAL CITY BANK; PROVIDING FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING CERTAIN OTHER AGREEMENTS AND COVENANTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

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UPON WHICH THE APPEAL IS TO BE DATED.

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BOARD OF COUNTY COMMISSIONERS OF GADSDEN COUNTY, FLORIDA

By: /s/ Nicholas Thomas
 Nicholas Thomas, Clerk
 11: 8-28-2014

ORDINANCE NO. 2014-004

AN ORDINANCE PROVIDING FOR THE FINANCING BY GADSDEN COUNTY, FLORIDA FOR THE PURPOSE OF REIMBURSING, FINANCING AND REFINANCING THE COST OF ACQUISITION AND CONSTRUCTION OF CERTAIN FACILITIES OWNED AND OPERATED BY PUBLIC SAFETY ACADEMY HOUSING, INC., PROVIDING FOR THE ISSUANCE OF REVENUE BONDS (PUBLIC SAFETY ACADEMY HOUSING, INC. PROJECT), SERIES 2014A AND TAXABLE SERIES 2014B IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,800,000; APPROVING THE FORM OF THE FIRST SUPPLEMENTAL LOAN AGREEMENT, RESTATED PROMISSORY NOTE, FIRST SUPPLEMENTAL LEASEHOLD MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT THEREOF; APPROVING THE FORM OF THE ASSIGNMENT OF LOAN DOCUMENTS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; FINDING THE NECESSITY FOR A NEGOTIATED SALE OF THE BONDS AND APPROVING THE SALE OF SAID BONDS TO CAPITAL CITY BANK; PROVIDING FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING CERTAIN OTHER AGREEMENTS AND COVENANTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Gadsden County, Florida, as follows:

SECTION 1. Authority. This Ordinance (hereinafter called the "Ordinance") is enacted pursuant to the provisions of Chapter 125, Florida Statutes (hereinafter called the "Act"), and other applicable provisions of law.

SECTION 2. Definitions. The terms used in this Ordinance shall have the following meanings:

"Agreement" shall mean the Loan Agreement, dated as of May 1, 2004, between the Issuer and the Borrower, as amended and supplemented by the First Supplemental Loan Agreement, the form of which is attached hereto as Exhibit "A", to be executed by and between the Issuer and the Borrower.

"Assignment" means the Assignment of Loan Documents, the form of which is attached hereto as Exhibit "B", to be executed by the Issuer to the Bondholder.

"Authorized Officers" means the Chairman of the Board of County Commissioners, or in the absence of the Chairman, the Vice Chairman, or in the absence of the Vice Chairman, any other member of the Board of the Issuer. The Clerk or any Deputy Clerk is hereby designated and authorized on behalf of the Issuer to attest to the seal of the Issuer and to the signature of the Chairman or any designee of the Issuer, if such attestation is otherwise required.

"Bondholder" means, initially, Capital City Bank, and subsequently, the person or persons in whose name the Bonds are registered with the Registrar.

"Bonds" means, collectively, the Series 2014A Bonds and Series 2014 Bonds.

"Borrower" means (i) Public Safety Academy Housing, Inc., a Florida not-for-profit corporation, and its successors and assigns, and (ii) any surviving, resulting or transferee entity.

"Code" means the Internal Revenue Code of 1986, as amended.

"Improvements" means improvements to the Project.

"Issuer" means Gadsden County, Florida.

"Mortgage" means the Leasehold Mortgage and Security Agreement, dated as of May 1, 2004, between the Issuer and the Borrower, as amended and supplemented by the First Supplemental Leasehold Mortgage and Security Agreement, the form of which is attached hereto as Exhibit "C", to be executed by and between the Issuer and the Borrower.

"Note" means the Restated Promissory Note, the form of which is attached hereto as Exhibit "D", to be executed by and between the Issuer and the Borrower.

"Project" means the student housing dormitory facility owned by the Borrower and operated in conjunction with the Pat Thomas Law Enforcement Academy operated by Tallahassee Community College.

"Refunded Indebtedness" means all of the Issuer's Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2004.

"Registrar" means, initially, Capital City Bank, or such other person as shall be appointed by the Issuer as registrar for the Bonds.

"Series 2014A Bonds" means the not-to-exceed \$6,100,000 Gadsden County, Florida Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2014A, issued to refinance the Refunded Indebtedness.

"Series 2014B Bonds" means the not-to-exceed \$700,000 Gadsden County, Florida Taxable Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2014B, issued to finance the Improvements and pay costs of issuance.

SECTION 3. Findings. It is hereby ascertained, found, determined and declared by the Issuer that:

A. The Issuer is a political subdivision of the State of Florida and is authorized under the Act to issue revenue bonds and loan the proceeds thereof to a not-for-profit corporation for the purposes of financing the cost of a project.

B. The Issuer has previously issued the Refunded Indebtedness to finance a student housing facility at the Pat Thomas Law Enforcement Academy (the "Project"), and based on the request of the Borrower, desires now to refund the same and to issue additional debt to finance the Improvements at the Project.

C. The Project and Improvements thereto are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Gadsden County, Florida; shall provide or preserve gainful employment or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida and its people. The Issuer is authorized and empowered by the Act to enter into transactions such as that contemplated by the Agreement and to fully perform its obligations thereunder.

D. Based upon information provided solely by the Borrower and based upon the willingness of Capital City Bank to purchase the Bonds, it appears to the Issuer that the Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Agreement, including the obligation to make payments in the amounts and at the times required; to operate, repair and maintain at its own expense the Project; and to serve the purposes of the Act and such other responsibilities as may be imposed under the Agreement. In determining the financial responsibility of the Borrower, due consideration has been given to the Borrower's ratio of current assets to current liabilities; net worth; earnings trends; coverage of all fixed charges; the nature of the industry or activity involved; inherent stability; and other factors determinative of the capability of the Borrower, financially and otherwise, to fulfill its obligations. Notwithstanding the foregoing, such finding shall not in any way constitute a guaranty of repayment by the Borrower to the Bondholder.

E. The Issuer will be able to cope satisfactorily with the impact of the Project and Improvements and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom. Notwithstanding the foregoing, the Issuer shall not be responsible to the Borrower for any deficiencies in the foregoing.

F. Adequate provision is made in the Agreement for the operation, repair, and maintenance of the Project and Improvements at the expense of the Borrower and for the payment of the principal of and interest on the Bonds.

G. The proceeds of the Bonds shall be used to pay or to reimburse the Borrower for the payment of the costs of the Improvements, and to refund the Refunded Indebtedness.

H. It is hereby found and determined that the Bonds to be issued by the Issuer are in a relatively small aggregate principal amount for a non-rated borrower and are for the purpose of financing the Improvements and refunding the Refunded Indebtedness, and thus constitute bonds not readily marketable at public sale. A public sale of the Bonds is therefor found to be impractical in the prevailing bond market, and protection of the public interest necessitates the approval of a negotiated sale of the Bonds directly to the Bondholder. No underwriter or financial advisor or consultant has dealt with the Issuer and no official statement or prospectus of the Issuer was utilized concerning the issuance and sale of the Bonds.

SECTION 4. Authorization of Construction of the Improvements. There is hereby authorized the acquisition, construction and equipping of the Improvements pursuant to the provisions of the Agreement. The cost of such Improvements shall include all costs and expenses of every nature incurred in the financing and reimbursing and the acquisition, construction and equipping of the Project, as provided in the Agreement, and the payment of costs of issuance associated with the Bonds.

SECTION 5. Agreement to Constitute Contract. In consideration of the acceptance of the Bonds authorized to be issued under the Agreement by those who shall hold the same from time to time, the Agreement shall be deemed to be and shall constitute a contract between the Issuer and such Bondholder. The covenants and agreements therein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Bondholder.

SECTION 6. Authorization of the Bonds. The Board, pursuant to and in accordance with the requirement of the Act and the requirements set forth in the Internal Revenue Code of 1986, as amended, hereby authorizes and approves the issuance of not to exceed aggregate principal amount of \$6,800,000 of its revenue bonds for the purpose of financing the Improvements and refunding the Refunded Indebtedness. The Bonds will be issued as two fully registered Bonds bearing the date of delivery and bearing interest at the respective rates provided in the Agreement. The Bonds mature in the year 2025. The form of the Bonds attached hereto as Exhibit "E" is hereby approved, with such changes as may be approved by the Authorized Officer executing such Bonds, such execution to be conclusive proof of such approval.

SECTION 7. Special Obligations of Issuer and Pledge of Revenues. The Bonds, the premium, if any, and interest thereon shall not be deemed to constitute a debt, liability or obligation of Gadsden County, Florida or the State of Florida or of any political subdivision thereof, but shall be payable solely from the revenues provided therefor, and neither the faith and credit nor any taxing power of Gadsden County, Florida or of the State of Florida or of any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

The payment of the principal of and interest on the Bonds shall be secured forthwith equally and ratably by an irrevocable and prior lien on and pledge of the revenues to be received by the Issuer under the Agreement, the Note, and the Mortgage, and the Issuer does hereby irrevocably pledge such revenues to the payment of the principal of and interest on the Bonds and for all other payments required by the Agreement.

SECTION 8. Documents Authorized. The form of the First Supplemental Loan Agreement (the "First Supplemental Loan Agreement"), the Assignment, the First Supplemental Leasehold Mortgage and Security Agreement (the "First Supplemental Mortgage") and the Note, annexed hereto as Exhibit "A", "B", "C" and "D", respectively, and incorporated herein by reference, are hereby approved and adopted by the Issuer. The Issuer is hereby authorized to enter into the First Supplemental Loan Agreement, the Assignment, the First Supplemental Mortgage and the Note, and an Authorized Officer of the Issuer is hereby directed to execute such documents on behalf of the Issuer in the manner provided by law. Such documents shall be in substantially the form annexed hereto as Exhibit "A", "B", "C" and "D", respectively, subject to such changes, insertions or omissions as may be approved by the Authorized Officer of the Issuer, and the execution of such documents by the Authorized Officer shall be conclusive evidence of any such approval. All money received pursuant to such documents, whether as proceeds from the sale of the Bonds, sale of property, insurance, or condemnation awards, or as revenues shall be deemed to be trust funds, to be held and applied solely as provided in the Act. Any such moneys may be temporarily invested pending the disbursement thereof and any officer with whom, or any bank or trust company with which, such money shall be deposited shall act as trustee of such moneys and shall hold and apply the same for the purposes of the Act subject to any regulations under the Act and subject to the terms of the Agreement.

SECTION 9. Assents, Acceptances and Approvals. The Authorized Officers of the Issuer, together with the County Manager, the County Attorney, the Clerk or any Deputy Clerk and any other officer or employee of the Issuer, are authorized to execute such assents, acceptances, approvals, certifications and other documents as the Authorized Officers and bond counsel may deem necessary for the Issuer to finance the Project and deliver the Bonds in the manner contemplated by the Agreement.

SECTION 10. Sale of the Bonds. The offer of Capital City Bank (the "Bank") to purchase the Bonds is hereby accepted, and the sale of the Bonds is hereby awarded to the Bank. Sale of the Bonds is subject to satisfaction of the conditions precedent of the Bank, the satisfaction of which shall be evidenced by acceptance of the Bonds and payment therefor by the Bank. Sale is also subject to all other conditions set forth herein, in the Agreement, the Note, the Mortgage, the Assignment and the Bonds being met to the satisfaction of the County Attorney, the Bank and bond counsel to the Issuer.

SECTION 11. Registration and Assignment. Capital City Bank is appointed the initial Registrar with respect to the Bonds with the duties set forth in the Agreement. The Issuer's rights under the Agreement, and the other loan documents will be assigned to the Bondholder as security for payment of the amounts owned by the Issuer under the Bonds. The Bonds and the rights of the Bondholder hereunder and under the Agreement, and the other loan documents may

be transferred or assigned by any Bondholder. All payments due on the Bonds shall be made directly to the Bondholder or its assignee by the Borrower on behalf of the Issuer. The Bonds shall be issued in registered form. In the event of transfer of the Bonds by the Bondholder, the Registrar shall continue to maintain the registration books with respect to the Bonds and shall notify the Borrower and the Issuer in writing of the name and address of any transferee. No transfer shall be valid unless noted upon the registration books for the Bonds and unless all requirements set forth in the Bonds have been met, including, but not limited to, Section 7 thereof. All payment of the principal and interest on the Bonds shall be made to the registered holder of the Bonds at the address indicated in such registration books. The Registrar is directed to authenticate the Bonds upon payment of the purchase price.

SECTION 12. Disclosure Under Section 218.385. The Issuer has been provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached as Exhibit "F". Any amounts not paid or permitted to be paid from proceeds of the Bonds will be paid directly by the Borrower.

SECTION 13. Fees. Fees of legal counsel and other reasonable expenses including fees of the Issuer shall be paid from proceeds of the Bonds at the time of closing upon the written request of the Borrower.

SECTION 14. No Third Party Beneficiaries. Except as provided in this Ordinance or any related loan document, nothing in this Ordinance, the Agreement, or in any other loan documents, express or implied, is intended or will be construed to confer upon any person other than the Issuer, the Borrower and the Bondholder any right, remedy or claim, legal or equitable, under and by reason of this Ordinance or any provision of this Ordinance or of the Agreement or any other loan documents; this Ordinance and such loan documents being intended to be and being for the sole and exclusive benefit of the described parties and their successors and assigns.

SECTION 15. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions contained in this Ordinance or the Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued thereunder.

SECTION 16. Repealing Clause. All resolutions, or parts thereof, of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 17. Effective Date. A certified copy of this Ordinance shall be filed by the Clerk with the Office of the Secretary of State of the State of Florida within 10 days after enactment, and this Ordinance shall take effect upon filing with the Secretary of State.

SECTION 18. No Personal Liability. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any

present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Agreement or the Bonds.

PASSED AND ENACTED this 16th day of September, 2014.

**BOARD OF COUNTY COMMISSIONERS OF
GADSDEN COUNTY, FLORIDA**

By: _____
Eric Hinson, Chairman

By: _____
Nicholas Thomas, Clerk of Courts

APPROVED AS TO FORM:

By: _____
David Weiss, County Attorney

EXHIBIT A
FIRST SUPPLEMENTAL LOAN AGREEMENT

EXHIBIT B
ASSIGNMENT

EXHIBIT C

FIRST SUPPLEMENTAL LEASEHOLD MORTGAGE
AND SECURITY AGREEMENT

EXHIBIT D
RESTATED PROMISSORY NOTE

EXHIBIT E
FORM OF BONDS

FIRST SUPPLEMENTAL LOAN AGREEMENT

This First Supplemental Loan Agreement, dated as of September 1, 2014, by and between Gadsden County, Florida (the "Issuer") and Public Safety Academy Housing, Inc. (the "Borrower");

WITNESSETH:

WHEREAS, the Issuer and the Borrower have previously entered into that certain Loan Agreement, dated as of May 1, 2004 (the "Original Loan Agreement"), whereby the Issuer issued its Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2004 (the "2004 Bonds") and loaned the proceeds thereof to the Borrower to construct a student housing facility (the "Project") to be owned and operated by the Borrower; and

WHEREAS, the parties hereto desire to amend and supplement the Original Loan Agreement to provide for the issuance by the Issuer of its Revenue Bond (Public Safety Academy Housing, Inc. Project), Series 2014A (the "Series 2014A Bond") and its Taxable Revenue Bond (Public Safety Academy Housing, Inc. Project), Series 2014B (the "Series 2014B Bond"; collectively, the "Bonds") for the purpose of (i) refunding the 2004 Bonds, (ii) financing certain improvements at the Project (the "Improvements") and (iii) paying certain costs of issuance; and

NOW, THEREFORE, for valid consideration acknowledged and received, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the meanings set forth below, except as otherwise specifically provided hereby:

"Agreement" means the Original Loan Agreement, as modified by this First Supplemental Loan Agreement.

"Assignment" means the Assignment of Loan Documents from the Issuer to the Bondholder, dated as of September 1, 2014, and any amendments and supplements thereto.

"Interest Rate" means, (a) for the Series 2014A Bond, 2.75% per annum until August 31, 2019, and thereafter a floating rate equal to 70% of the prime rate of JPMorgan Chase Bank (or if such rate is no longer quoted or maintained, a comparable rate reasonably selected by the owner of the Series 2014A Bond), with a floor in all cases of 2.45%, subject to adjustment as set forth in the form of Series 2014A Bond, and (b) for the Series 2014B Bond, 3.99% per annum until August 31, 2019, and thereafter a floating rate equal to the prime rate of JPMorgan Chase Bank (or if such rate is no longer quoted or maintained, a comparable rate reasonably selected by the owner of the Series 2014B Bonds), with a floor in all cases of 3.25%.

"Mortgage" means that certain Leasehold Mortgage and Security Agreement, dated as of May 1, 2004, as amended and supplemented by the First Supplemental Leasehold Mortgage and Security Agreement, dated as of September 1, 2014.

"Note" means that certain Restated Promissory Note, dated September __, 2014, pursuant to which the Borrower has promised to pay the Issuer all amounts due under this Agreement and to repay the Loan in amounts and at times necessary to enable the Issuer to pay all amounts due under the Bonds, when and as such payments are due.

"Ordinance" means Ordinance No. 04-001 enacted by the Issuer on February 3, 2004, as supplemented by Ordinance No. 2014-004, enacted September 16, 2014.

SECTION 2. ISSUANCE OF THE BONDS. (A) The Borrower shall use the proceeds derived from the sale of the Series 2014A Bond to refund the 2004 Bonds. The Borrower shall use the proceeds of the Series 2014B Bond to construct, furnish and equip the Improvements, which shall be a part of the Project owned by the Borrower, and to pay costs of issuance. In the event proceeds derived from the sale of the Bonds are not sufficient for such purposes, the Borrower shall use an amount of its own funds as are, together with the proceeds of the Bonds, sufficient for such purposes. The proceeds of the Series 2014B Bond shall be disbursed pursuant to the provisions of paragraph (G) below.

(B) In order to provide funds for payment and reimbursement of the costs of the Improvements, to refund the 2004 Bonds and to provide funds for the payment of the Costs of Issuance, the Issuer, concurrently with the execution and delivery of this First Supplemental Loan Agreement, will issue, sell and deliver the Bonds to the Bondholder in exchange for the purchase price of the Bonds and will loan all of the proceeds of the sale to the Borrower.

(C) No bond may be issued as provided in this Agreement except in accordance with this Article. The total principal amount of the Bonds that may be issued is expressly limited to \$_____.

(D) The terms of the Bonds shall be as follows:

(i) Interest Rate.

(a) Method of Calculation. Interest on the Bonds will be calculated based upon a year of 360 days and actual days elapsed.

(b) Interest Rate. Except as otherwise provided in the Bonds, the Bonds will bear interest at the Interest Rate.

(c) Taxable Rate. During all times that interest on the Series 2014A Bond is subject to federal income tax, the Interest Rate on the Bonds will be the Taxable Rate, as set forth in the Series 2014A Bond.

(d) Default Rate. Upon the occurrence of and during the continuation of an Event of Default, the Interest Rate on the Bonds will be the Default Rate, as set forth in the applicable Bond.

(ii) Principal and Interest Payments. The interest and principal of the Bonds shall be due and payable, as provided in the Bonds.

(E) The Bonds will be in the form provided as Exhibit "E" to Ordinance No. 2014-004, enacted September 16, 2014.

(F) Upon the execution and delivery of this First Supplemental Loan Agreement, the Issuer will execute and deliver the Bonds to the Bank as the initial Bondholder. Prior to the delivery of the Bonds to the Bank there will be filed with the Bank:

(a) A copy, duly certified by the Clerk of the Issuer, of the Ordinance enacted by the Issuer authorizing the issuance of the Bonds and the execution and delivery of this First Supplemental Loan Agreement.

(b) Original executed counterparts of this First Supplemental Loan Agreement, the First Supplemental Mortgage and the Assignment.

(c) Opinions of Bond Counsel and Borrower's counsel in form and substance satisfactory to the Issuer and the Bank.

(d) Such other certificates, instruments and opinions reasonably required by the Bank.

(G) The Bank will disburse a portion of the purchase price of the Series 2014B Bond at closing in an amount approved by the Bank to pay costs of issuance and to pay costs of the Improvements previously incurred by the Borrower. The remaining purchase price of the Series 2014B Bond will be paid by the Bank to the Borrower for the costs of the Improvements from time to time as set forth herein.

Borrower agrees that the construction of the Improvements and the disbursement of the funds for Costs of the Improvements shall be governed by the Bank's usual and customary construction loan procedures. The Borrower shall maintain detailed records as to the specific items or services paid for with monies disbursed for costs of the Improvements. Disbursements will be based on architectural certifications of completion. The architect must be approved by the Bank, and all inspection costs must be borne by the Borrower. No further disbursements will be made after the maximum purchase price of the Series 2014B Bond (\$_____) has been paid by the Bank.

SECTION 3. LOAN OF PROCEEDS. The Issuer agrees, upon the terms and conditions contained in the Agreement, to lend to the Borrower the proceeds received by the Issuer from time to time from the sale of the Bonds. The proceeds will be disbursed to or on behalf of the Borrower by the Bank as provided herein and used by the Borrower to refund the

2004 Bonds and construct the Improvements which shall be part of the Project owned by the Borrower. The Borrower and the Issuer agree that all amounts paid by the Bank to the Issuer as the aggregate purchase price for the Bonds will be deemed simultaneously loaned from time to time by the Issuer to the Borrower so that the amount of the Loan is equal to the then aggregate purchase price paid by the Bank for the Bonds. The initial purchase price paid by the Bank for the Bonds and for loan to the Borrower shall be not less than the total principal amount advanced by the Bank for the Bonds on the closing date; provided, that with respect to the Series 2014B Bond, such Bond shall bear interest only on amounts drawn from time to time thereon for disbursements, provided further that the Borrower must draw a minimum of \$150,000 of the proceeds thereof down by September 1, 2015 and the remaining amount by September 1, 2016.

SECTION 4. TAX-EXEMPT COVENANTS. All references in the Agreement to maintenance of the tax-exempt status of the Bonds or the Bonds as "qualified 501(c)(3) bonds" shall not be applicable to the Series 2014B Bond.

SECTION 5. ORIGINAL AGREEMENT TO REMAIN IN FORCE AND EFFECT. Except as amended hereby, the Original Agreement shall remain in full force and effect, the Bonds and the Borrower shall be subject to all of the conditions contained therein with respect to the Bonds just as they were with respect to the 2004 Bonds, and the Bank shall have all rights therein appertaining to the Bonds the same as it previously had with respect to the 2004 Bonds.

SIGNATURE PAGE FOR THE FIRST SUPPLEMENTAL LOAN AGREEMENT

IN WITNESS WHEREOF, this First Supplemental Loan Agreement has been duly executed and delivered by the Issuer and the Borrower as of the date first above written.

GADSDEN COUNTY, FLORIDA

By: _____
Nicholas Thomas, Clerk of Courts

By: _____
Eric Hinson, Chairman

APPROVED AS TO FORM AND
LEGALITY:

By: _____
David Weiss, County Attorney

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SIGNATURE PAGE FOR THE FIRST SUPPLEMENTAL LOAN AGREEMENT

**PUBLIC SAFETY ACADEMY
HOUSING, INC.**

Signed, sealed and delivered
In the presence of:

(1st Witness-Signature)

(1st Witness-Printed Name)

(2nd Witness-Signature)

(2nd Witness-Printed Name)

By: _____
President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by _____, as President of Public Safety Academy Housing, Inc., a Florida non-profit corporation, on behalf of said corporation, on the ____ day of September, 2014. Such person is () personally known to me; or () produced _____ as identification.

Notary Public: State of Florida
Name: _____
My Commission expires: _____
My Commission number: _____

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Mark T. Mustian, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

NGN Draft No.3 9/2/14
159.03

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

ASSIGNMENT OF LOAN DOCUMENTS

IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the receipt and legal sufficiency of which is acknowledged, Gadsden County, Florida, a political subdivision existing under the laws of the State of Florida (the "Issuer"), assigns to Capital City Bank (the "Bondholder"), as agent for the Issuer, all right, title and interest in and to all documents (the "Loan Documents") relating to the \$_____ in aggregate principal amount of its Gadsden County, Florida Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2014A and Gadsden County, Florida Taxable Revenue Bonds (Public Safety Academy Housing, Inc. Project) Series 2014B (collectively, the "Bonds"), for the purpose of collecting all amounts due under the Loan Documents, which amounts have been pledged by the Issuer to the Bondholder as security for the Bonds, and for the purpose of using the amounts so collected to satisfy the Issuer's obligations under the Bonds and any other obligations of Public Safety Academy Housing, Inc. (the "Borrower") to the Issuer or the Bondholder under the Loan Documents. The proceeds of the Bonds have been loaned to the Borrower to refinance the costs of financing the construction of an 81,000 square foot dormitory building to be occupied by students of the Pat Thomas Law Enforcement Academy to be located in Gadsden County, Florida, to finance certain improvements to said facility and to pay costs of issuance.

The Loan Documents include, but are not limited to, the following:

1. Loan Agreement (the "Agreement") from Borrower to the Issuer, dated as of May 1, 2004 (except for the rights of and amounts payable to the Issuer under Sections 4.2(c), 5.1(c), 6.15, 7.2, 8.2, 8.4, 10.1 and 10.2 of such agreement, all rights to indemnification and rights to receive costs, fees and expenses of the Issuer and the right to receive notices and consent to amendments under the Agreement, including, but not limited to, the right to receive payments thereunder which shall be applied by the Bondholder, as the assignee agent of the Issuer, to the Issuer's obligations under the Bond), which Agreement relates to the Real Property described on Exhibit "A", as amended and supplemented by the First Supplemental Loan Agreement, dated as of September 1, 2014;
2. Restated Promissory Note from Borrower to Issuer dated September ____, 2014;
3. Leasehold Mortgage and Security Agreement from Borrower to Issuer, dated as of May 1, 2004, recorded in the Public Records of Gadsden County, Florida, as amended and

supplemented by the First Supplemental Leasehold Mortgage and Security Agreement, dated as of September 1, 2014; and

4. All other documents related to any of the above (but not including the Bonds).

By its acknowledgment below, Bondholder assumes all responsibilities as agent of the Issuer under any of the above from this date forward.

SIGNATURE PAGE FOR THE ASSIGNMENT OF LOAN DOCUMENTS

Dated as of the ____ day of September, 2014.

GADSDEN COUNTY, FLORIDA

ATTEST:

By: _____
Nicholas Thomas, Clerk of Courts

By: _____
Eric Hinson, Chairman

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me by _____, as Chairman the Board of County Commissioners of Gadsden County, Florida, on behalf of said County, on the ____ day of September, 2014. Such person () is personally known to me; or () produced _____ as identification.

Notary Public: State of Florida
Name: _____
My Commission expires: _____
My Commission number: _____

ACKNOWLEDGED BY:

CAPITAL CITY BANK

By: _____

Name: _____

Title: _____

Exhibit A

A PARCEL OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA; THENCE NORTH 00°02'44" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 808.80 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE CONTINUE NORTH 00°02'44" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 535.58 FEET; THENCE LEAVING SAID WEST LINE SOUTH 40°57'34" EAST 279.79 FEET; THENCE NORTH 35°33'04" EAST 313.85 FEET; THENCE NORTH 38°37'53" WEST 240.85 FEET; THENCE NORTH 51°22'07" EAST 584.17 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 90; THENCE SOUTH 38°37'53" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY 574.17 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY SOUTH 51°22'07" WEST 264.00 FEET; THENCE NORTH 83°53'32" WEST 411.06 FEET; THENCE SOUTH 35°33'04" WEST 331.78 FEET; THENCE SOUTH 51°14'29" EAST 139.48 FEET; THENCE SOUTH 13°59'24" EAST 276.02 FEET; THENCE NORTH 81°06'18" WEST 402.37 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 3252NW3W00001300000

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Mark T. Mustian, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

NGN Draft No.3 9/2/14
159.03

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

FIRST SUPPLEMENTAL LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

This First Supplemental Leasehold Mortgage and Security Agreement, dated as of September 1, 2014, by Public Safety Academy Housing, Inc. (the "Mortgagor") to and for the benefit of Gadsden County, Florida (the "Mortgagee");

W I T N E S S E T H:

WHEREAS, the Mortgagor has previously granted to the Mortgagee that certain Leasehold Mortgage and Security Agreement, dated as of May 1, 2004 (the "Original Mortgage"), as security for the Borrower's obligations under the Loan Agreement, dated as of May 1, 2004 (the "Original Loan Agreement") and its Revenue Bonds, Series 2004 (Public Safety Academy Housing, Inc. Project) (the "2004 Bonds") the proceeds of which were loaned to the Mortgagor to construct a student housing facility (the "Project") to be owned and operated by the Mortgagor on the land described in Exhibit "A" attached hereto; and

WHEREAS, the parties hereto desire to amend and supplement the Original Mortgage to contemplate the issuance by the Mortgagee of its Revenue Bond (Public Safety Academy Housing, Inc. Project), Series 2014A (the "Series 2014A Bond") and its Taxable Revenue Bond (Public Safety Academy Housing, Inc. Project), Series 2014B (the "Series 2014B Bond"; collectively, the "Bonds") for the purpose of (i) refunding the 2004 Bonds, (ii) financing certain improvements at the Project (the "Improvements") and (iii) paying certain costs of issuance; and

NOW, THEREFORE, for valid consideration acknowledged and received, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the meanings set forth below, except as otherwise specifically provided hereby:

"Agreement" means the Original Loan Agreement, as modified by the First Supplemental Loan Agreement, dated as of September 1, 2014, between the Issuer and the Borrower.

"Assignment" means the Assignment of Loan Documents from the Mortgagee to the Bondholder, dated as of September 1, 2014, and any amendments and supplements thereto.

"Mortgage" means the Original Mortgage, as amended and supplemented by this First Supplemental Leasehold Mortgage and Security Agreement.

"Note" means that certain Restated Promissory Note, dated September __, 2014, pursuant to which the Mortgagor has promised to pay the Mortgagee all amounts due to the Mortgagee under the Agreement.

"Ordinance" means Ordinance No. 04-001 enacted by the Issuer on February 3, 2004, as supplemented by Ordinance No. 2014-004, enacted September 16, 2014.

SECTION 2. ORIGINAL MORTGAGE TO REMAIN IN FULL FORCE AND EFFECT. Except as modified hereby, the Original Mortgage shall remain in full force and effect. The Original Mortgage, as amended and supplemented by this First Supplemental Mortgage, shall secure the Series 2014A Bond and Series 2014B Bond on the same basis as it previously secured the 2004 Bonds.

**SIGNATURE PAGE FOR FIRST SUPPLEMENTAL LEASEHOLD MORTGAGE
AND SECURITY AGREEMENT**

IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the day and year first above written.

**PUBLIC SAFETY ACADEMY
HOUSING, INC.**

Signed, sealed and delivered
In the presence of:

(1st Witness-Signature)

(1st Witness-Printed Name)

(2nd Witness-Signature)

(2nd Witness-Printed Name)

By: _____
_____, President

STATE OF FLORIDA
COUNTY OF GADSDEN

The foregoing instrument was acknowledged before me by _____, as President of Public Safety Academy Housing, Inc., a Florida non-profit corporation, on behalf of said corporation, on the ____ day of September, 2014. Such person is () personally known to me; or () produced _____ as identification.

Notary Public: State of Florida
Name: _____
My Commission expires: _____
My Commission number: _____

Exhibit A

A PARCEL OF LAND IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25, TOWNSHIP 2 NORTH, RANGE 3 WEST, GADSDEN COUNTY, FLORIDA; THENCE NORTH 00°02'44" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 808.80 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE CONTINUE NORTH 00°02'44" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER 535.58 FEET; THENCE LEAVING SAID WEST LINE SOUTH 40°57'34" EAST 279.79 FEET; THENCE NORTH 35°33'04" EAST 313.85 FEET; THENCE NORTH 38°37'53" WEST 240.85 FEET; THENCE NORTH 51°22'07" EAST 584.17 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 90; THENCE SOUTH 38°37'53" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY 574.17 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY SOUTH 51°22'07" WEST 264.00 FEET; THENCE NORTH 83°53'32" WEST 411.06 FEET; THENCE SOUTH 35°33'04" WEST 331.78 FEET; THENCE SOUTH 51°14'29" EAST 139.48 FEET; THENCE SOUTH 13°59'24" EAST 276.02 FEET; THENCE NORTH 81°06'18" WEST 402.37 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 3252NW3W00001300000

RESTATED PROMISSORY NOTE

\$ _____
Maturity Date: June 1, 2025

Executed: September ____, 2014

FOR VALUE RECEIVED, Public Safety Academy Housing, Inc. (the "Borrower") hereby promises to pay to the order of Gadsden County, Florida (the "Issuer") the principal sum of \$ _____ or such lesser sum as the Issuer shall advance under its \$ _____ aggregate principal amount of Gadsden County, Florida Revenue Bonds, Series 2014A and Gadsden County, Florida Taxable Revenue Bonds (Public Safety Academy Housing, Inc. Project), Series 2014B (collectively, the "Bonds"), and to pay interest on said principal sum from the date hereof, such interest and principal being payable in the amounts and at the times necessary to enable the Issuer to pay all amounts, in the amounts and at the times, set forth in the Bonds and at the times as set forth or incorporated by reference in the Loan Agreement dated as of May 1, 2004 (the "Original Agreement"), as amended and supplemented by the First Supplemental Loan Agreement, dated as of September 1, 2014, between the Borrower and the Issuer (collectively, the "Agreement").

Payments of both principal and interest hereon have been irrevocably assigned and pledged to Capital City Bank (the "Bank"), pursuant to an Assignment of Loan Documents dated as of September 1, 2014 (the "Assignment") from the Issuer to the Bank, and such payments will be made directly to the Bank (for the account of the Issuer) pursuant to such Assignment. Such Assignment is made as security for the payment of the Bonds, issued pursuant to the Ordinance of the Issuer adopted on February 3, 2004 and the Ordinance of the Issuer enacted on September 16, 2014. If any payment of principal or interest hereunder is not made when due, such unpaid amounts shall continue to bear interest at the rate of interest accruing on the Bonds then outstanding or, during the continuance of an Event of Default, at the Default Rate (as such Event of Default and Default Rate are defined in the Agreement).

Payments hereon are to be made in lawful money of the United States of America in immediately available funds at the principal office of the Bank in Tallahassee, Florida. So long as the Bonds are outstanding, each payment hereunder shall be sufficient to pay the total amount of the principal of, premium, if any, and interest payable on the Bonds of each interest and principal payment date, as are required to be paid by the Borrower under the Agreement.

THIS INSTRUMENT IS GIVEN IN CONNECTION WITH REVENUE BONDS ISSUED BY GADSDEN COUNTY, FLORIDA, AND IS EXEMPT FROM DOCUMENTARY STAMPS AND INTANGIBLE TAXES PURSUANT TO FLORIDA STATUTES SECTIONS 201.24 AND 199.185.

THIS INSTRUMENT HAS BEEN ASSIGNED AS SECURITY FOR CERTAIN BONDS OF GADSDEN COUNTY, FLORIDA PURSUANT TO AN ASSIGNMENT OF LOAN DOCUMENTS DATED AS OF SEPTEMBER 1, 2014 FROM BORROWER TO CAPITAL CITY BANK.

This Note is issued pursuant to the Agreement and is entitled to the benefits and subject to the conditions thereof. This Note is subject to prepayment and acceleration as specified in the Agreement and all the terms, conditions and provisions of the Agreement are, by this reference thereto, incorporated herein as part of this Note. This Note is secured by a Leasehold Mortgage and Security Agreement, as amended and supplemented by a First Supplemental Leasehold Mortgage and Security Agreement, encumbering certain real property and all improvements thereon located in Gadsden County, Florida.

The obligations of the Borrower to make the payments required to be made hereunder shall be absolute and unconditional and shall not be subject to diminution by setoff, counterclaim, abatement or otherwise. The Borrower (i) will not suspend or discontinue or cause to be suspended or discontinued any payments required to be made hereunder, and (ii) will not terminate this Note or the Agreement prior to the expiration thereof, for any cause including, without limiting the generality of the foregoing, failure to complete the Project, as that term is defined in the Agreement, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Florida or any political subdivision of either thereof or any failure of the Issuer to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out or connected with the Agreement or this Note.

Upon the occurrence of any "Event of Default," as that term is defined in Section 8.1 of the Original Agreement, the principal of and interest on this Note may be declared immediately due and payable as provided in the Agreement.

Except for the assignment of this Note to the Bank pursuant to the Assignment as contemplated herein, this Note and any payment hereunder shall not be assignable or transferable except as may be required to effect a transfer or assignment to any successor bondholder, subject to compliance with applicable federal and state laws, as may be involved in the course of the exercise of rights and remedies consequent upon an Event of Default under the Agreement.

The Borrower hereby waives diligence, demand, presentment, notice of non-payment, dishonor and protest and the Borrower hereby agrees to pay all costs of collection and enforcement of this Note (including, without limitation, reasonable attorneys' fees and expenses and fees on appeal) incurred by the Issuer in respect to any default on this Note.

SIGNATURE PAGE FOR RESTATED PROMISSORY NOTE

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed, all as of the day first above written.

PUBLIC SAFETY HOUSING ACADEMY, INC.

President

ATTEST:

By: _____
Secretary/Treasurer

**UNITED STATES OF AMERICA
STATE OF FLORIDA
GADSDEN COUNTY
REVENUE BOND
(PUBLIC SAFETY ACADEMY HOUSING, INC. PROJECT)
SERIES 2014A**

MATURITY DATE:

June 1, 2025

INTEREST RATE:

2.75%

DATED DATE:

September __, 2014

Subject to adjustment as
provided herein

BONDHOLDER:

CAPITAL CITY BANK

PRINCIPAL AMOUNT: _____ DOLLARS

FOR VALUE RECEIVED, Gadsden County, Florida (the "Issuer"), a political subdivision of the State of Florida acting under Chapter 125, Florida Statutes, Ordinance No. 04-001, enacted on February 3, 2004 and Ordinance No. 2014-004, enacted on September 16, 2014 (collectively, the "Ordinance") (collectively, the "Act"), hereby promises to pay, solely from the special funds hereinafter described, to the Bondholder identified above or registered assigns as hereinafter provided, the Principal Amount identified above plus interest from the date hereof computed at the Interest Rate per annum, subject to adjustment as hereafter provided (computed on the basis of a 360-day year and actual days elapsed) on such Principal Amount then outstanding. Commencing September 1, 2014 principal and interest shall be payable monthly on the 1st day of each month (a "Payment Date"). The Issuer will make payments of interest as set forth above until all of the principal and interest and any other charges owed under this Bond have been paid in full. Principal shall be due and owing as follows: _____. All unpaid principal and interest and any other charges owed under this Bond shall be due and payable on the Maturity Date stated above. The principal and interest under the Bond will be payable in lawful money of the United States of America at any place the Bondholder may designate in writing. All payments received on this Bond will be applied first to interest to the extent then accrued and then to principal.

This Bond is issued pursuant to the Ordinance for the purpose of providing funds to refund the Issuer's Revenue Bond (Public Safety Academy Housing, Inc. Project), Series 2004, issued to finance the construction and equipping of a capital project consisting of an approximately 81,000 square foot 200 bed student dormitory facility located in Gadsden County, Florida (the "Project").

The Issuer hereby certifies and recites that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond exist,

have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional, statutory or other limitation of power of the Issuer.

This Bond shall not be valid unless the certificate of authentication hereon shall have been signed by the Registrar.

This Bond is payable solely from payments to be made by Public Safety Academy Housing, Inc., a Florida not-for-profit corporation (the "Borrower") pursuant to that certain Loan Agreement, dated as of May 1, 2004 between the Borrower and the Issuer, as supplemented by the First Supplemental Loan Agreement, dated as of September 1, 2014 (collectively, the "Agreement"), that certain Restated Promissory Note, dated September __, 2014 from the Borrower to the Issuer (the "Note") and the security interest granted to the Issuer by the Borrower pursuant to that certain Leasehold Mortgage and Security Agreement dated as of May 1, 2004 from the Borrower to the Issuer, as supplemented by the First Supplemental Leasehold Mortgage and Security Agreement, dated as of September 1, 2014 (collectively, the "Mortgage"), which Agreement, Note and Mortgage and other related documents have been assigned by the Issuer to the Bondholder pursuant to that certain Assignment of Loan Documents dated the date hereof (the "Assignment") to secure payment of the principal of and interest on this Bond. Reference is hereby made to the Agreement, Note, Mortgage and Assignment for a more complete description of the security for payment of this Bond, which documents are hereby incorporated herein and made a part hereof and the terms and conditions of which the Bondholder accepts and assents.

This Bond and the obligation evidenced hereby do not constitute a debt or a pledge of the faith and credit of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Bondholder that such Bondholder shall never have the right to acquire or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any reserve or other payments provided in the Resolution.

Definitions:

"Bank" means Capital City Bank, and its successors and assigns.

"Bondholder" means the registered owner of the Bond from time to time.

"Default Rate" means the lesser of 18% per annum or the highest interest rate permitted by law.

"Determination of Taxability" shall mean the circumstance of interest paid or payable on this Bond becoming includable for federal income tax purposes in the gross income of the Bondholder as a consequence of any act, omission, or event whatsoever and regardless of whether the same was within or beyond the control of the Bondholder. A Determination of Taxability will be deemed to have occurred upon the receipt by the Issuer or Bondholder of an opinion of counsel

that any interest on this Bond has become includable in the gross income of the Bondholder for federal income tax purposes. For all purposes of this definition, the effective date of a Determination of Taxability will be the date as of which the interest on this Bond is deemed includable in the gross income of the Bondholder for federal income tax purposes.

"Prepayment Price" shall mean 100% of the principal amount of the principal portion of the Bond to be redeemed, plus accrued interest thereon to the date of redemption.

"Redemption Date" shall mean the date as of which the Borrower has notified the Bondholder that the Bond is to be redeemed.

"Redemption Price" shall mean the price at which the Borrower shall redeem the Bond on a date on which the Bond is subject to redemption which price shall be equal to the Prepayment Price plus accrued interest, if any, to the date of such redemption.

"Taxable Rate" shall mean the interest rate which a Bond must, during any period that interest on the Bond is includable in income of the Bondholder for federal income tax purposes, bear to provide an after tax yield to the Bondholder equal to the yield the Bondholder would have enjoyed if interest on the Bond was not subject to federal income tax.

The Interest Rate on this Bond shall be 2.75% through and including August 31, 2019, and commencing September 1, 2019 shall convert to a floating rate equal to 70% of the prime rate of JPMorgan Chase Bank (or if such rate is no longer quoted or maintained, a comparable rate reasonably selected by the Bondholder), with a floor in all cases of 2.45%, subject to adjustment as provided below.

If the interest on this Bond becomes includable in the gross income of the Bondholder for federal income tax purposes as a result of a Determination of Taxability, the interest rate on this Bond prior to the effective date of the Determination of Taxability shall be equal to the Interest Rate; and thereafter, for as long as interest on this Bond is includable in the gross income of the Bondholder, the interest rate on this Bond shall be the Taxable Rate. If the effective date of the Determination of Taxability has passed at the time a Determination of Taxability is determined to have occurred, then this Bond shall bear interest at the Taxable Rate retroactive to the effective date of the Determination of Taxability.

Any such increased interest (established to the satisfaction of the Bondholder) shall be payable by the Issuer to the Bondholder within 60 days of the date the Issuer is notified by the Bondholder that such amounts are due. The Issuer's obligation to pay any such increased interest shall survive payment of the Bond.

If the tax laws or regulations are amended to cause interest on this Bond to be taxable, or to otherwise decrease the after tax yield on this Bond to the Bondholder (directly or indirectly, other than a change because of a Determination of Taxability), then the Interest Rate on this Bond shall be adjusted to cause the yield on this Bond, after payment of any increase in tax, to equal what the

yield on this Bond would have been in the absence of such change or amendment in the tax laws or regulations.

The above adjustments shall be cumulative, but in no event shall the Interest Rate on this Bond, as a result of these adjustments, exceed the Taxable Rate. The above adjustments to the interest rate on this Bond shall be effective on the effective date of the applicable change in circumstances or change in the tax laws or regulations. Interest on this Bond and all other tax rates and interest rates are expressed as annual rates. However, proper partial adjustment shall be made if the change is effective after the first day of the Bondholder's tax year (which is currently a calendar year for the Bank) or if interest on this Bond does not accrue for the entire tax year of the Bondholder.

To the extent an adjustment to the Interest Rate on this Bond is not effected within one calendar month of the event giving rise to the adjustment, the additional interest due as a result of such adjustment shall be paid with interest thereon compounded monthly at the rate which is equal to the Interest Rate on this Bond. All unpaid amounts determined to be owing as a result of such calculation shall be due and payable within fifteen (15) days after delivery of notice of the amount of such adjustment, and shall be paid to the Bondholder of record during the period to which the adjustment relates. This obligation shall survive the payment and cancellation of this Bond.

Notwithstanding any of the foregoing, it is the intention of the Bank (and any subsequent Bondholder of this Bond) and the Issuer that the interest rate on the Bond never exceed the maximum rate permitted by law (the "Maximum Rate"). In the event any of the adjustments provided for in this Section or as a result of this Bond bearing interest at the Default Rate would produce an interest rate on this Bond in excess of the Maximum Rate, the Bondholder shall not be entitled to receive interest in excess of the Maximum Rate (herein, such amount is referred to as "Excess Interest"). At any time thereafter, if this Bond shall bear interest at an Interest Rate which is less than the Maximum Rate, the Issuer shall also pay to the Bondholder the unpaid Excess Interest until the earlier of (i) the Maturity Date, (ii) the date all of the Excess Interest has been paid, or (iii) any date the combination of the Interest Rate on this Bond, plus the Excess Interest, would exceed the Maximum Rate.

The Bond is subject to redemption prior to maturity at the Redemption Price on any date, in whole or in part, at the option of the Borrower upon giving written notice to the Bondholder no less than thirty-five (35) days prior to such redemption date. The exercise of such option by the Borrower may be rescinded by the Borrower at any time prior to such redemption date. Otherwise, the Issuer may not prepay this Bond.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida. This Bond may be transferred by the Bondholder or by the Bondholder's attorney-in-fact duly authorized in writing. This Bond shall be issued and transferred as a single negotiable instrument, no provisions having been made for registration of multiple bonds. THIS BOND MAY ONLY BE SOLD, TRANSFERRED OR EXCHANGED AS A SINGLE INSTRUMENT TO AN "ACCREDITED INVESTOR" AS DEFINED IN RULE

501 PROMULGATED PURSUANT TO THE SECURITIES ACT OF 1933. THE ISSUER, IN ITS SOLE DISCRETION, MAY REQUIRE THAT THE TRANSFEREE EXECUTE AN INVESTMENT LETTER IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE ISSUER AS A CONDITION TO TRANSFERRING THE BOND.

The person in whose name this Bond will be registered will be deemed and regarded as the absolute owner of the Bond for all purposes, and payment of principal and interest on this Bond will be made only to or upon the written order of the Bondholder or its duly authorized attorney-in-fact. All such payments will be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

Presentment, demand, protest, notice of dishonor, and all other notices are waived by the Issuer.

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Agreement or the Bond.

In case one or more of the provisions of this Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond and this Bond shall be construed and enforced as if such illegal and invalid provision has not been contained therein.

No delay or omission on the part of the Bondholder in exercising any right hereunder shall operate as a waiver of such right or of any other rights under this Bond.

This Bond shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules of that state.

IN WITNESS WHEREOF, Gadsden County, Florida has issued this Bond and has caused this Bond to be executed in its name by the manual signature of the Chairman and attested by the manual signature of the Clerk and its seal to be impressed on this Bond, all as of the dated date set forth above.

(SEAL)

GADSDEN COUNTY, FLORIDA

By: _____
Eric Hinson, Chairman

ATTEST:

By: _____
Nicholas Thomas, Clerk of Courts

APPROVED AS TO FORM AND
LEGALITY:

By: _____
David Weiss, County Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of within mentioned Ordinance.

Capital City Bank
as Authentication Agent

Date of Authentication:

By: _____

Authorized Officer

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not
as tenants in common
- UNIF TRANS MIN ACT - _____

Custodian

[Cust]

[Minor]

under Uniform Transfers to Minors Act

[State]

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(PLEASE INSERT SOCIAL SECURITY OR TAXPAYER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE)_____ the attached Bond of Gadsden County, Florida, and does hereby constitute and appoint _____, attorney to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises. The Assignment of this Bond is limited by the provisions of Section 3.9 of the Agreement.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or commercial bank or trust company

NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

**UNITED STATES OF AMERICA
STATE OF FLORIDA
GADSDEN COUNTY
REVENUE BOND
(PUBLIC SAFETY ACADEMY HOUSING, INC. PROJECT)
TAXABLE SERIES 2014B**

MATURITY DATE:
June 1, 2025

INTEREST RATE:
3.99%

DATED DATE:
September __, 2014

Subject to adjustment
as provided herein

BONDHOLDER:

CAPITAL CITY BANK

PRINCIPAL AMOUNT: _____ DOLLARS

FOR VALUE RECEIVED, Gadsden County, Florida (the "Issuer"), a political subdivision of the State of Florida acting under Chapter 125, Florida Statutes, Ordinance No. 04-001, enacted on February 3, 2004 and Ordinance No. 2014-004, enacted on September 16, 2014 (collectively, the "Ordinance") (collectively, the "Act"), hereby promises to pay, solely from the special funds hereinafter described, to the Bondholder identified above or registered assigns as hereinafter provided, the Amount Advanced (as defined below) but not to exceed the Principal Amount identified above plus interest from the date hereof computed at the Interest Rate per annum, subject to adjustment as hereafter provided (computed on the basis of a 360-day year and actual days elapsed) on such Amount Advanced then outstanding. Commencing September 1, 2014 principal and interest shall be payable monthly on the 1st day of each month (a "Payment Date"). The Issuer will make payments of interest as set forth above until all of the principal and interest and any other charges owed under this Bond have been paid in full. Principal shall be due and payable as follows:_____. All unpaid principal and interest and any other charges owed under this Bond shall be due and payable on the Maturity Date stated above. The principal and interest under the Bond will be payable in lawful money of the United States of America at any place the Bondholder may designate in writing. All payments received on this Bond will be applied first to interest to the extent then accrued and then to principal.

This Bond is issued pursuant to the Ordinance for the purpose of providing funds to finance certain improvements associated with the 200 bed student dormitory facility located in Gadsden County, Florida (the "Improvements") owned by the Borrower (as hereinafter defined).

The Issuer hereby certifies and recites that all acts, conditions and things required to exist, to happen and to be performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of Florida applicable hereto, and that the issuance of the Bond does not violate any constitutional, statutory or other limitation of power of the Issuer.

This Bond shall not be valid unless the certificate of authentication hereon shall have been signed by the Registrar.

This Bond is payable solely from payments to be made by Public Safety Academy Housing, Inc., a Florida not-for-profit corporation (the "Borrower") pursuant to that certain Loan Agreement, dated as of May 1, 2004 between the Borrower and the Issuer, as supplemented by the First Supplemental Loan Agreement, dated as of September 1, 2014 (collectively, the "Agreement"), that certain Restated Promissory Note, dated September __, 2014 from the Borrower to the Issuer (the "Note") and the security interest granted to the Issuer by the Borrower pursuant to that certain Leasehold Mortgage and Security Agreement dated as of May 1, 2004 from the Borrower to the Issuer, as supplemented by the First Supplemental Leasehold Mortgage and Security Agreement, dated as of September 1, 2014 (collectively, the "Mortgage"), which Agreement, Note and Mortgage and other related documents have been assigned by the Issuer to the Bondholder pursuant to that certain Assignment of Loan Documents dated the date hereof (the "Assignment") to secure payment of the principal of and interest on this Bond. Reference is hereby made to the Agreement, Note, Mortgage and Assignment for a more complete description of the security for payment of this Bond, which documents are hereby incorporated herein and made a part hereof and the terms and conditions of which the Bondholder accepts and assents.

This Bond and the obligation evidenced hereby do not constitute a debt or a pledge of the faith and credit of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Bondholder that such Bondholder shall never have the right to acquire or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Bond or the making of any reserve or other payments provided in the Resolution.

Definitions:

"Amount Advanced" means the aggregate amount paid by the Bank to or for the account of the Issuer to be loaned to the Borrower with respect to personal property or as the Bank otherwise consents pursuant to the Agreement. The Bank shall provide the Borrower with a schedule of the date and amounts of all such payments advanced and loaned to the Borrower and shall record such dates and amounts on Schedule 1 attached hereto. Notwithstanding the foregoing, at least \$150,000 must be advanced by September 1, 2015 and the remaining amount by September 1, 2016.

"Bank" means Capital City Bank, and its successors and assigns.

"Bondholder" means the registered owner of the Bond from time to time.

"Default Rate" means the lesser of 18% per annum or the highest interest rate permitted by law.

"Prepayment Price" shall mean 100% of the principal amount of the principal portion of the Bond to be redeemed, plus accrued interest thereon to the date of redemption.

"Redemption Date" shall mean the date as of which the Borrower has notified the Bondholder that the Bond is to be redeemed.

"Redemption Price" shall mean the price at which the Borrower shall redeem the Bond on a date on which the Bond is subject to redemption which price shall be equal to the Prepayment Price plus accrued interest, if any, to the date of such redemption.

The interest rate on this Bond shall be 3.99% through and including August 31, 2019, and commencing September 1, 2019 shall convert to a floating rate equal to the prime rate of JPMorgan Chase Bank (or if such rate is no longer quoted or maintained, a comparable rate reasonably selected by the Bondholder) with a floor in all cases of 3.25%.

The Bond is subject to redemption prior to maturity at the Redemption Price on any date, in whole or in part, at the option of the Borrower upon giving written notice to the Bondholder no less than thirty-five (35) days prior to such redemption date. The exercise of such option by the Borrower may be rescinded by the Borrower at any time prior to such redemption date. Otherwise, the Issuer may not prepay this Bond.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida. This Bond may be transferred by the Bondholder or by the Bondholder's attorney-in-fact duly authorized in writing. This Bond shall be issued and transferred as a single negotiable instrument, no provisions having been made for registration of multiple bonds. THIS BOND MAY ONLY BE SOLD, TRANSFERRED OR EXCHANGED AS A SINGLE INSTRUMENT TO AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501 PROMULGATED PURSUANT TO THE SECURITIES ACT OF 1933. THE ISSUER, IN ITS SOLE DISCRETION, MAY REQUIRE THAT THE TRANSFEREE EXECUTE AN INVESTMENT LETTER IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO THE ISSUER AS A CONDITION TO TRANSFERRING THE BOND.

The person in whose name this Bond will be registered will be deemed and regarded as the absolute owner of the Bond for all purposes, and payment of principal and interest on this Bond will be made only to or upon the written order of the Bondholder or its duly authorized attorney-in-fact. All such payments will be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

Presentment, demand, protest, notice of dishonor, and all other notices are waived by the Issuer.

No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Agreement or the Bond.

In case one or more of the provisions of this Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond and this Bond shall be construed and enforced as if such illegal and invalid provision has not been contained therein.

No delay or omission on the part of the Bondholder in exercising any right hereunder shall operate as a waiver of such right or of any other rights under this Bond.

This Bond shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules of that state.

IN WITNESS WHEREOF, Gadsden County, Florida has issued this Bond and has caused this Bond to be executed in its name by the manual signature of the Chairman and attested by the manual signature of the Clerk and its seal to be impressed on this Bond, all as of the dated date set forth above.

(SEAL)

GADSDEN COUNTY, FLORIDA

By: _____
Eric Hinson, Chairman

ATTEST:

By: _____
Nicholas Thomas, Clerk of Court

APPROVED AS TO FORM AND
LEGALITY:

By: _____
David Weiss, County Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is issued under the provisions of within mentioned Ordinance.

Capital City Bank
as Authentication Agent

Date of Authentication:

By: _____

Authorized Officer

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not
as tenants in common
- UNIF TRANS MIN ACT - _____

Custodian

[Cust]

[Minor]

under Uniform Transfers to Minors Act

[State]

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(PLEASE INSERT SOCIAL SECURITY OR TAXPAYER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE)_____ the attached Bond of Gadsden County, Florida, and does hereby constitute and appoint _____, attorney to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises. The Assignment of this Bond is limited by the provisions of Section 3.9 of the Agreement.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or commercial bank or trust company

NOTICE: No transfer will be registered and no new Bonds will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

SCHEDULE 1

AMOUNT ADVANCED

Date of Advance

Amount of Payment on Such Date

Amount Advanced