

CERTIFICATE RESOLUTION

A RESOLUTION OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT, APPROVING THE LEASE OF CERTAIN LAND OWNED BY THE DISTRICT TO THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT LEASING CORPORATION IN CONNECTION WITH THE LEASE-PURCHASE FINANCING OF A NEW ADMINISTRATIVE AND OPERATIONAL FACILITY WITHIN THE DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE NO. 2022 THERETO RELATING TO THE LEASE-PURCHASE OF SAID FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT IN CONNECTION THEREWITH; APPROVING THE EXECUTION AND DELIVERY OF A SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT AMONG THE DISTRICT, THE CORPORATION AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE, PURSUANT TO WHICH THE TRUSTEE WILL EXECUTE, AUTHENTICATE AND DELIVER NOT EXCEEDING \$15,000,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION (MANATEE COUNTY MOSQUITO CONTROL DISTRICT MASTER LEASE PROGRAM), SERIES 2022 EVIDENCING AN UNDIVIDED PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE UNDER A MASTER LEASE-PURCHASE AGREEMENT BY THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY ON WHICH THE FACILITY WILL BE LOCATED; AUTHORIZING A NEGOTIATED PRIVATE PLACEMENT OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN AND SECRETARY/TREASURER AND THEIR DESIGNEE(S) THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE CERTIFICATES ONLY UPON

SATISFACTION OF THE CONDITIONS SET FORTH
HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Manatee County Mosquito Control District (the "District") desires to lease-purchase all or a portion of certain capital improvements comprised of a new administrative and operational facility and related improvements (collectively, the "Series 2022 Project"); and

WHEREAS, the District has heretofore determined that the most appropriate way of financing capital improvements such as the Series 2022 Project is the lease-purchase of such facilities and is hereby commencing the master lease-purchase financing program (the "Financing Program") with the Manatee County Mosquito Control District Leasing Corporation (the "Corporation") pursuant to that certain Master Lease-Purchase Agreement, between the District and the Corporation, to be executed in connection with the financing of the Series 2022 Project; and

WHEREAS, as part of the Financing Program, it is necessary that the District lease to the Corporation the site on which the Series 2022 Project will be located, which site (the "Premises") shall be identified in Exhibit A attached to the Ground Lease Agreement, between the District and the Corporation (the "Ground Lease"), the substantial form of which Ground Lease is being presented to the District prior to this meeting and is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT, AS FOLLOWS:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" means Chapter 2002-332, Laws of Florida (2002), Chapters 189 and 388, Florida Statutes and other applicable provisions of law.

"Basic Rent Payments" shall have the meaning ascribed to such term in the Trust Agreement.

"Board" means the Board of Commissioners of the District.

"Chairman" means the Chairman of the Board and, in his or her absence or unavailability, the Vice-Chairman or such other person as may be duly authorized to act on his or her behalf.

"Corporation" means the Manatee County Mosquito Control District Leasing Corporation, a Florida not-for-profit corporation and any successor thereto.

"County" means Manatee County, Florida.

"Director" means the Director of the District, and in his or her absence or unavailability, the Assistant Director of the District or such other persons who may be duly authorized to act on the Director's behalf.

"District" means the Manatee County Mosquito Control District, a public body corporate and politic created by Chapter 2002-332, Laws of Florida and any successor thereto.

"Financial Advisor" means Ford & Associates, Inc.

"Ground Lease" means the Ground Lease Agreement between the District and the Corporation, the substantially final form of which is attached hereto as Exhibit A.

"Lease Schedule No. 2022" means Lease Schedule No. 2022 to the Master Lease between the Corporation and the District, the substantially final form of which is attached hereto as Exhibit C.

"Lender" means Truist Bank.

"Master Lease" means the Master Lease-Purchase Agreement between the Corporation and the District, the substantially final form of which is attached hereto as Exhibit B.

"Master Trust" means the Master Trust Agreement, by and among the District, the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit D.

"Secretary" means the Secretary/Treasurer of the Board, and in his or her absence or unavailability, any other member of the Board and such other persons who may be duly authorized to act on the Secretary's behalf.

"Series 2022 Certificates" means Certificates of Participation (Manatee County Mosquito Control District Master Lease Program), Series 2022 Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Manatee County Mosquito Control District, to be dated as of their date of issuance and to be executed, authenticated and delivered by the Trustee under the Trust Agreement in accordance with the provisions of this Resolution and the Series 2022 Supplemental Trust Agreement.

"Series 2022 Lease" means the Master Lease, as the same may be amended and supplemented, and particularly as supplemented pursuant to Lease Schedule No. 2022.

"Series 2022 Project" shall have the meaning as ascribed thereto in Lease Schedule No. 2022, as the same may be amended or modified from time to time in accordance with the Lease Agreement.

"Series 2022 Supplemental Trust Agreement" means the Series 2022 Supplemental Trust Agreement relating to the Series 2022 Certificates, between the District, the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit E.

"Special Counsel" means Nabors, Giblin & Nickerson, P.A.

"Trust Agreement" means the Master Trust, as the same may be amended and supplemented, and particularly as supplemented pursuant to the Series 2022 Supplemental Trust Agreement.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor thereto.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby found and determined that:

(A) The District desires to establish a master lease-purchase program for the lease-purchase financing of certain District facilities and sites in accordance with the terms of the Master Lease and the Trust Agreement.

(B) The District is authorized and empowered by the Act to enter into transactions such as that contemplated by this Resolution, the Master Lease, Lease Schedule No. 2022, the Master Trust, the Series 2022 Supplemental Trust Agreement and the Ground Lease and to fully perform its obligations hereunder and thereunder in order to lease-purchase the Series 2022 Project.

(C) Pursuant to a Request for Proposals, the Board's Financial Advisor solicited bids from qualified financial institutions to provide the Board with a loan to be evidenced by the Series 2022 Certificates in order to finance the lease-purchase of the Series 2022 Project.

(D) The Lender has submitted an offer to provide the Board with a loan to be evidenced by the Series 2022 Certificates on the most favorable terms to the District (the "Lender's Proposal"), which Lender's Proposal is attached hereto as Exhibit F.

(E) Due to the present volatility of the market for tax-exempt obligations such as the Series 2022 Certificates and the complexity of the transactions relating to such Series 2022 Certificates, it is in the best interest of the District that the Series 2022 Certificates be sold by a delegated, negotiated private placement to the Lender, allowing market entry at the most advantageous time, rather than at a specified advertised date, thereby obtaining the best possible price and interest rate for the Series 2022 Certificates.

(F) The Series 2022 Certificates shall be secured solely as provided in the Trust Agreement, the Series 2022 Lease and the Ground Lease, it being understood that neither the Series 2022 Certificates nor the interest represented thereby shall be or constitute a general obligation of the District, the County or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the County or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

SECTION 4. LEASE OF PREMISES. All or a portion of the land constituting the Premises identified (or to be identified) in Exhibit A attached to the Ground Lease and made a part hereof is hereby approved for leasing to the Corporation as part of the Financing Program in accordance with the terms and provisions of the Ground Lease.

SECTION 5. APPROVAL OF THE GROUND LEASE. Subject to satisfaction of all of the conditions set forth in Section 11(B) hereof, the Ground Lease, substantially in the form attached hereto as Exhibit A, is hereby approved by the Board with such changes, insertions, and additions as may be hereafter necessary in order to complete the documentation of the lease purchase financing of the Series 2022 Project in accordance with the terms thereof and the Board hereby authorizes and directs the Chairman to execute the Ground Lease, and the Secretary to attest the same under the seal of the District and to deliver the Ground Lease to the Corporation for its execution upon delivery of the Series 2022 Certificates. At such time, if ever, as the District acquires any remaining sites for the Series 2022 Project or needs to release any portion of the Premises or permit any new Permitted Encumbrances (as defined in the Trust Agreement) thereon, the Chairman and the Secretary are hereby authorized to execute and deliver such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease.

SECTION 6. AUTHORIZATION OF LEASE-PURCHASE OF THE SERIES 2022 PROJECT. The Board hereby authorizes the lease-purchase of the Series 2022 Project in accordance with the terms of the Series 2022 Lease.

SECTION 7. APPROVAL OF THE MASTER LEASE. Subject to the satisfaction of all of the conditions set forth in Section 11(B) hereof, the Board hereby authorizes and directs the Chairman to execute the Master Lease, and the Secretary to attest the same under the seal of the District, and to deliver the Master Lease to the Corporation for its execution. The Master Lease shall be in substantially the form attached hereto as

Exhibit B, with such changes, amendments, modifications, deletions and additions as may be approved by such Chairman and in any event, including those changes necessary to reflect the final terms and details of the Series 2022 Certificates. Execution by the Chairman of the Master Lease shall be deemed to be conclusive evidence of approval of such changes.

SECTION 8. APPROVAL OF LEASE SCHEDULE NO. 2022. Subject to satisfaction of all of the conditions set forth in Section 11(B) hereof, the Board hereby authorizes and directs the Chairman to execute Lease Schedule No. 2022, and the Secretary to attest the same under the seal of the District, and to deliver Lease Schedule No. 2022 to the Corporation for its execution. Lease Schedule No. 2022 shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, deletions and additions as may be approved by the Chairman and in any event, including those changes necessary to reflect the final terms and details of the Series 2022 Certificates including, without limitation, the schedule of Basic Rent Payments. Execution by the Chairman of Lease Schedule No. 2022 shall be deemed to be conclusive evidence of approval of such changes. Counsel to the Board and Special Counsel are hereby authorized and directed to negotiate and complete Lease Schedule No. 2022 in order to accomplish the goals and intent of the Board expressed herein.

SECTION 9. APPROVAL OF THE MASTER TRUST. Subject to satisfaction of all of the conditions set forth in Section 11(B) hereof, the Board hereby authorizes and directs the Chairman to execute the Master Trust, and the Secretary to attest the same under the seal of the District, and to deliver the Master Trust to the Corporation and the Trustee for their execution. The Master Trust shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, deletions and additions as may be approved by such Chairman and in any event, including those changes necessary to reflect the terms and details of the Series 2022 Certificates. Execution by the Chairman of the Master Trust shall be deemed to be conclusive evidence of approval of such changes.

SECTION 10. APPROVAL OF THE SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT. Subject to satisfaction of all of the conditions set forth in Section 11(B) hereof, the Board hereby authorizes and directs the Chairman to execute the Series 2022 Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the District and to deliver the Series 2022 Supplemental Trust Agreement to the Corporation and the Trustee for their execution. The Series 2022 Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit E, with such changes, amendments, modifications, deletions and additions as may be approved by said Chairman, including the final terms and provisions of the Series 2022 Certificates. Execution by the Chairman of the Series 2022 Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. NEGOTIATED PRIVATE PLACEMENT OF THE SERIES 2022 CERTIFICATES AND DESCRIPTION OF THE SERIES 2022 CERTIFICATES. (A) Subject to the requirements which must be satisfied in accordance with the provisions of Section 11(B) below prior to the issuance of the Series 2022 Certificates, the District hereby authorizes the issuance of a Series of Certificates to be known as "Certificates of Participation (Manatee County Mosquito Control District Master Lease Program), Series 2022 Evidencing Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the Manatee County Mosquito Control District," for the principal purpose of providing moneys for the lease-purchase financing of the Series 2022 Project. The Series 2022 Certificates shall be issued only in accordance with the provisions of the Trust Agreement and all the provisions hereof and of the Trust Agreement shall be applicable thereto.

(B) For the reasons set forth in paragraphs (D) and (E) of Section 3 hereof, the Series 2022 Certificates shall be sold to the Lender on a negotiated and private placement basis in accordance with the terms hereof and of the Lender's Proposal.

The Board hereby accepts the Lender's Proposal, attached hereto as Exhibit F, and authorizes a delegated negotiated sale and private placement of the Series 2022 Certificates to the Lender in accordance with the terms hereof and of the Lender's Proposal, with such changes, amendments, modifications, deletions and additions thereto as shall be approved by the Board upon the advice of the Financial Advisor and Special Counsel. The Series 2022 Certificates shall not be issued until such time as all of the following conditions have been satisfied:

(1) Not exceeding \$15,000,000 principal amount of such Series 2022 Certificates may be issued bearing interest at a rate no greater than the rate established in accordance with the terms of the Lender's Proposal and with the final maturity no later than March 30, 2032; and

(2) Receipt by the Board from the Lender of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes; and

(3) The issuance of the Series 2022 Certificates shall not exceed any debt limitation prescribed by law, and such Series 2022 Certificates, when issued, will be within the limits of all constitutional or statutory debt limitations.

The Board hereby ratifies and confirms the actions taken by the Director, the Financial Advisor, Special Counsel and District staff on its behalf prior to the date hereof in furtherance of the purposes of this Resolution.

SECTION 12. APPOINTMENT OF TRUSTEE. The Bank of New York Mellon Trust Company, N.A., Florida, is hereby designated as Trustee for the Financing Program.

SECTION 13. EXECUTION OF DOCUMENTS. The Chairman, Vice-Chairman, Secretary, Director, any Assistant Director and their designee(s) are hereby authorized to execute and deliver such documents and certificates, including the various closing documents and certificates required by Special Counsel in connection with the issuance of the Series 2022 Certificates (including, but not limited to, incumbency and signature certificates, a general closing certificate, certificate as to delivery and payment, IRS Form 8038-G, the certificate as to arbitrage and other tax matters, cross receipt and the certificate as to certified copy of this Resolution), in addition to those expressly authorized by this Resolution, and to take such further actions as they shall deem reasonably necessary or appropriate to effect the issuance of the Series 2022 Certificates and the other transactions contemplated by this Resolution.

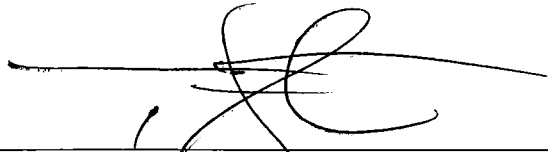
SECTION 14. GENERAL AUTHORITY. Subject to satisfaction of all of the applicable requirements of Section 11 hereof, the members of the Board, the Secretary, the Director and the other officers, attorneys and other agents or employees of the District are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements of this Resolution, the Series 2022 Lease, the Trust Agreement and the Ground Lease as applicable, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the District and the Secretary and his or her designee(s), each are hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The foregoing officers are authorized to enter into any investment agreement, guaranteed investment contract or repurchase agreement in connection with the Series 2022 Certificates upon the advice of the Financial Advisor and Special Counsel. The foregoing officers are authorized to change the dated date of the documents authorized herein or to change the designation of the Series 2022 Certificates, if necessary or desirable, for accomplishing the acts herein authorized. In the event that the Chairman or Vice-Chairman are unavailable to perform the actions authorized hereby, any other member of the Board shall be authorized to act on their behalf. In the event that the Secretary is unavailable to perform the actions authorized hereby, the Director shall be authorized to act on his behalf.

SECTION 15. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained 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.

SECTION 16. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

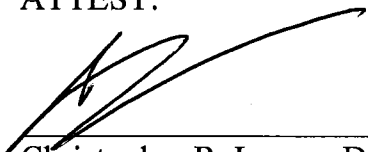
ADOPTED at a Regular Meeting this 10th day of February 2022.

**MANATEE COUNTY MOSQUITO
CONTROL DISTRICT**

By: 

Timothy Matthews, Vice-Chairman

ATTEST:

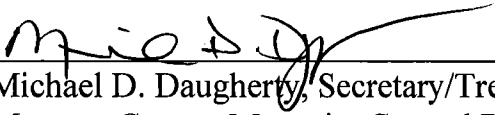


Christopher R. Lesser, Director

STATE OF FLORIDA
COUNTY OF MANATEE

I, the undersigned authority of Manatee County Mosquito Control District, hereby certify that the Board of Commissioners of said District adopted **Resolution No. 2022-1** at its regular meeting of the Board held on February 10, 2022, at which time there was a quorum present, being adopted unanimously, and further certify that the resolution is a true and accurate copy of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of February, 2022.



Michael D. Daugherty, Secretary/Treasurer
Manatee County Mosquito Control District

EXHIBIT A
FORM OF GROUND LEASE

EXHIBIT B

FORM OF MASTER LEASE

EXHIBIT C

FORM OF LEASE SCHEDULE NO. 2022

EXHIBIT D

FORM OF MASTER TRUST

EXHIBIT E

FORM OF SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT F
LENDER'S PROPOSAL