

**MANATEE COUNTY MOSQUITO CONTROL DISTRICT
LEASING CORPORATION
CORPORATE RESOLUTION**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT LEASING CORPORATION AUTHORIZING THE LEASE-PURCHASE OF A NEW ADMINISTRATIVE AND OPERATIONAL FACILITY BY THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE NO. 2022 THERETO RELATING TO THE LEASE-PURCHASE OF SUCH FACILITY; AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT AND A SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT WITH 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 A NEGOTIATED PRIVATE PLACEMENT OF SUCH CERTIFICATES OF PARTICIPATION UPON MEETING CERTAIN CONDITIONS SPECIFIED HEREIN; DELEGATING TO THE PRESIDENT OR VICE-PRESIDENT AND SECRETARY/TREASURER AND THEIR DESIGNEE(S) THE AUTHORITY TO APPROVE THE FINAL TERMS AND DETAILS OF THE CERTIFICATES; AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT RELATING TO THE LEASE OF CERTAIN REAL PROPERTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT OF LEASE AGREEMENT AND AN ASSIGNMENT OF GROUND LEASE AGREEMENT WITH THE TRUSTEE WITH RESPECT TO SUCH CERTIFICATES OF PARTICIPATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT LEASING CORPORATION:

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, 388 and 617, Florida Statutes and other applicable provisions of law..

"**Assignment of Ground Lease**" means the Assignment of Ground Lease Agreement, from the Corporation to the Trustee, the substantial form of which is attached hereto as Exhibit G.

"**Assignment of Lease Agreement**" means the Assignment of Lease Agreement from the Corporation to the Trustee, the substantially final form of which is attached hereto as Exhibit H.

"**Board**" means the Board of Directors of the Corporation.

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

"**Corporation**" means the Manatee County Mosquito Control District Leasing Corporation, a Florida not-for-profit corporation.

"**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 E.

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

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

"**Lender**" means Truist Bank.

"**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 C.

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

"Secretary" means the Secretary/Treasurer of the Corporation, and, in his or her absence or unavailability, a member of the Board of Directors of the Corporation or such other person as may be duly authorized to act on his or her behalf.

"Series 2022 Certificates" means the 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 Project" shall have the meaning 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, among the District, the Corporation and the Trustee, the substantially final form of which is attached hereto as Exhibit D.

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

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

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

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) The District has expressed its desire to establish a master lease-purchase financing program (the "Financing Program") to lease-purchase certain District facilities and sites such as the Series 2022 Project, and in furtherance thereof, has authorized the execution and delivery of the Lease Agreement, Lease Schedule No. 2022, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Assignment of Lease

Agreement, the Series 2022 Certificates, and the lease-purchase acquisition, construction and equipping of the Series 2022 Project.

(B) The Corporation is authorized and empowered by its Articles of Incorporation, Bylaws and the Act to enter into transactions such as that contemplated by this Resolution, the Lease Agreement, Lease Schedule No. 2022, the Trust Agreement, the Ground Lease, the Assignment of Ground Lease and Assignment of Lease Agreement, and to fully perform its obligations thereunder in order to acquire, construct and equip the Series 2022 Project and lease the Series 2022 Project to the District.

(C) Pursuant to a Request for Proposals, the District's Financial Advisor solicited bids from qualified financial institutions to provide the District 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 District 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 Corporation 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 Lease Agreement, Lease Schedule No. 2022, the Ground Lease, the Assignment of Ground Lease and the Assignment of Lease Agreement, it being understood that neither the Series 2022 Certificates nor the interest represented thereby shall be or constitute a general obligation of the Corporation, the District, Manatee County, Florida or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the Corporation, the District, Manatee County, Florida 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 3. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Corporation's Articles of Incorporation, the Act and other applicable provisions of law.

SECTION 4. AUTHORIZATION OF LEASE-PURCHASE OF THE SERIES 2022 PROJECT. The Corporation hereby authorizes the acquisition, construction and equipping of the Series 2022 Project and the lease-purchase of such Series

2022 Project to the District in accordance with the terms of the Lease Agreement and Lease Schedule No. 2022.

SECTION 5. APPROVAL OF LEASE AGREEMENT. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Lease Agreement to the District for its execution. The Lease Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 6. APPROVAL OF LEASE SCHEDULE NO. 2022. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute Lease Schedule No. 2022, and the Secretary to attest the same under the seal of the Corporation, and to deliver Lease Schedule No. 2022 to the District for its execution. Lease Schedule No. 2022 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. Execution of Lease Schedule No. 2022 by the President 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 7. APPROVAL OF THE MASTER TRUST. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Master Trust, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Master Trust to the District and the Trustee for their execution. The Master Trust shall be in substantially the form attached hereto as Exhibit C, with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Master Trust shall be deemed to be conclusive evidence of approval of such changes.

SECTION 8. APPROVAL OF THE SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Series 2022 Supplemental Trust Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Series 2022 Supplemental Trust Agreement to the Trustee for its execution. The Series 2022 Supplemental Trust Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Series 2022 Supplemental Trust Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 9. APPROVAL OF THE GROUND LEASE. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Ground Lease to the District for its execution. The Ground Lease 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 President. Execution by the President of the Ground Lease shall be deemed to be conclusive evidence of approval of such changes. At such time, if ever, as the District acquires any remaining sites for the Series 2022 Project, the President and Secretary are authorized to sign such amendatory or supplemental documents as shall be necessary to subject such property to the terms of the Ground Lease or to release any portion of such property or permit any new Permitted Encumbrances thereon.

SECTION 10. APPROVAL OF THE ASSIGNMENT OF GROUND LEASE. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Ground Lease, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of Ground Lease to the Trustee for its execution. The Assignment of Ground Lease shall be in substantially the form attached hereto as Exhibit G with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Assignment of Ground Lease shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. APPROVAL OF THE ASSIGNMENT OF LEASE AGREEMENT. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute the Assignment of Lease Agreement, and the Secretary to attest the same under the seal of the Corporation, and to deliver the Assignment of Lease Agreement to the Trustee for its execution. The Assignment of Lease Agreement shall be in substantially the form attached hereto as Exhibit H with such changes, amendments, modifications, deletions and additions as may be approved by said President. Execution by the President of the Assignment of Lease Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 12. AUTHORIZATION OF EXECUTION AND DELIVERY OF REQUEST AND AUTHORIZATION CERTIFICATE; NEGOTIATED PRIVATE PLACEMENT OF THE SERIES 2022 CERTIFICATES. Subject to the provisions of Section 13 hereof, the Board hereby authorizes and directs the President to execute and deliver a Request and Authorization Certificate substantially in the form attached to the Trust Agreement as Exhibit C, authorizing the Trustee to execute and deliver not in excess of \$15,000,000 principal amount of Series 2022 Certificates and containing such other details as shall be necessary to conform such Request and Authorization Certificate to the final terms and details of the Series 2022 Certificates as set forth in Lease Schedule No. 2022 and the Series 2022 Supplemental Trust Agreement

related to the Series 2022 Certificates. The Corporation hereby accepts the Lender's Proposal and authorizes the sale of the Series 2022 Certificates to the Lender pursuant to the terms of the Lender's Proposal, this Resolution and the District's Certificate Resolution described in Section 13 hereof.

SECTION 13. AUTHORIZATIONS SUBJECT TO CONDITIONS SUBSEQUENT. The authorizations set forth in Sections 4 through 13 hereof with respect to the lease-purchase of the Series 2022 Project and the execution and delivery of Lease Schedule No. 2022, the Series 2022 Supplemental Trust Agreement, the Ground Lease, the Assignment of Ground Lease, the Assignment of Lease Agreement and the Request and Authorization Certificates are subject in all respects to satisfaction of the requirements set forth in Section 11(B) of the District Certificate Resolution of even date herewith (the "District Resolution") and relating to the issuance of the Series 2022 Certificates. Execution and delivery of said documents by the Chairman and Secretary or their designee(s) (as such terms are defined in the District Resolution) of the Board of Commissioners of the District shall be deemed conclusive evidence of the satisfaction of the requirements set forth in said Section 11(B) of the District Resolution and this Section 13.

SECTION 14. APPOINTMENT OF TRUSTEE. The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, is hereby designated as Trustee with respect to the Financing Program.

SECTION 15. GENERAL AUTHORITY. Subject to the provisions of Section 13 hereof, the President, Secretary and the other officers, attorneys and other agents or employees of the Corporation 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 District Resolution, the Lease Agreement, Lease Schedule No. 2022, the Trust Agreement, the Series 2022 Supplemental Trust Agreement, the Ground Lease, the Assignment of Ground Lease or the Assignment of Lease Agreement 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 Corporation is 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 President or Vice President of the Corporation is 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, any

other member, officer or representative of the Corporation shall be authorized to act on his or her behalf.

SECTION 16. 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 17. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 10th day of February, 2022.

**MANATEE COUNTY MOSQUITO
CONTROL DISTRICT LEASING
CORPORATION**

(SEAL)

By:


Vice President

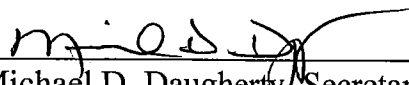
ATTEST:


Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF MANATEE

I, the undersigned authority of Manatee County Mosquito Control District Leasing Corporation, hereby certify that the Board of Directors of said Corporation adopted **Resolution No. 2022-2** 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 Leasing Corporation

EXHIBIT A

FORM OF LEASE AGREEMENT

EXHIBIT B

FORM OF LEASE SCHEDULE NO. 2022

EXHIBIT C

FORM OF MASTER TRUST

EXHIBIT D

FORM OF SERIES 2022 SUPPLEMENTAL TRUST AGREEMENT

EXHIBIT E

FORM OF GROUND LEASE

EXHIBIT F

FORM OF LENDER'S PROPOSAL

EXHIBIT G

FORM OF ASSIGNMENT OF GROUND LEASE

EXHIBIT H

FORM OF ASSIGNMENT OF LEASE AGREEMENT