

TD Bank, N.A.

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED
OCTOBER 27, 2016 (“Loan”)

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan

- a) Borrower(s): Hillsborough County Aviation Authority
- b) Facility: Non-Bank Qualified, Tax Exempt Tampa International Revenue Refunding Bonds, Series 2016A (Non-AMT)
- c) Purpose: The Series 2016A (Non-AMT) Bond will be a fixed rate direct placement to refund the outstanding bonds Series 2008B (Non-AMT).
- d) Amount: Not to exceed \$17,000,000 USD
- e) Collateral: The Series 2016A (Non-AMT) shall be issued on parity basis with Authority outstanding senior lien general airport revenue bonds (GARBs). Authority senior lien GARBs are issued pursuant to the Authority Senior Trust Agreement, as supplement and amended, and are secured by a first lien on Authority revenues after the payment of operating expenses in accordance with the terms of the Senior Trust Agreement.
- f) Settlement Date: Closing December 12, 2016 or thereafter
- g) Maturity: October 1, 2020
- h) Repayment Terms: Interest will be paid semi-annually (April 1 and October 1), commencing on April 1, 2017 through October 1, 2020 based upon a 30/360 day basis respectively. Principal will be paid annually commencing on October 1, 2018 through October 1, 2020 based on the amortization schedule provided below:

Date	Principal
10/1/2017	\$ 0.00
10/1/2018	\$ 5,000,000
10/1/2019	\$ 9,580,000
10/1/2020	\$ 1,945,000
Total	\$ 16,525,000

i) **Interest Rate:**

Fixed rate of interest to be determined two days prior to closing by adding 0.23% (23 basis points) to 70.0% of the prevailing four (4) year Interest Rate Swap. The Interest Rate Swap is provided in the website link below. The Indicative Fixed rate as of 10/25/2016 is **1.08%**.

<http://www.federalreserve.gov/releases/H15/update/default.htm>

(ii) Rate Lock Option: At the Issuers request, and upon receipt of an executed Rate Lock Agreement, TD Bank will re-calculate and hold the rate of interest, at a premium cost of 2 additional basis points, for 30 days.

j) **Prepayment Provision:**

At the time of any full or partial prepayment, (i) A "Yield Maintenance Fee" in an amount computed as follows shall apply:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

k) **Default Rate of Interest:**

The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

l) **Late Charges:**

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The County's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The County agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a maximum time basis not to exceed \$ 6,500. Bank's counsel shall be the following:

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3. **Financial Reporting:**

a) *Borrower(s) shall furnish the following financial reports:*

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<i>Audited Financial Statements</i>	Annually	Within 210 days after the end of the fiscal year
<i>Annual Budget</i>	Annually	Within 60 days after its adoption

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank as outlined in Appendix H.

5. **Rate Covenant / Add Bonds:**

All terms and conditions of Authority Senior Trust Agreement, as supplemented and amended shall apply but not limited to:

Rate Covenant: Net Revenues to provide a minimum 125% coverage for annual debt service requirements.

Add Bonds: The Borrower covenants that it will not issue additional parity lien bonds unless Net Revenue is equal to or greater than 125% than the Maximum Annual Debt Service with respect to all Bonds.

6. Other Conditions:

- a. Gross up language with respect to change in corporate tax and tax status as a result of actions or inactions of the Authority.
- b. No Material Adverse Change to the Borrower.
- c. Borrower agrees that the debt will be issued on parity without preference to any existing or future obligation similarly secured.
- d. All standard rights and remedies in the event of default, as stated in the Senior Trust Agreement.
- e. The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- f. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- g. Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.