

RESOLUTION NO. 2025-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE ISSUANCE OF A REVOLVING LINE OF CREDIT NOTE, SERIES 2025A AND A TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2025B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 TO FINANCE THE PROJECT; AUTHORIZING AND DELEGATING TO THE MAYOR THE SALE OF THE NOTES TO THE LENDER PURSUANT TO THE TERMS AND CONDITIONS OF A REVOLVING CREDIT AGREEMENT WITH THE LENDER; APPROVING THE EXECUTION AND DELIVERY OF SAID REVOLVING CREDIT AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the “Issuer”) is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance utility projects, including, but not limited to, design and construction of a deep injection well, pumping stations and transmission piping to connect and convert the Issuer’s shallow well system to a deep injection well system (collectively, the “Project”); and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its Revolving Line of Credit Note, Series 2025A (the “Series 2025A Note”) and its Taxable Revolving Line of Credit Note, Series 2025B (the “Series 2025B Note” and together with the Series 2025A Note, the “Notes”) in an aggregate principal amount not to exceed \$10,000,000 pursuant to a Revolving Credit Agreement (the “Revolving Credit Agreement”) among the Issuer, Truist Bank (“Truist”) and Truist Commercial Equity, Inc. (“TRUCE” and together with Truist, the “Lender”), in substantially the form attached hereto as Exhibit A, to finance the Project; and

WHEREAS, debt service on the Notes will be secured by the (i) Net Revenues of the Issuer’s utility system, defined as system revenues after deducting operating expenses, (ii) Local Government Infrastructure Surtax Revenues, which are the Issuer’s portion of a countywide sales surtax, and (iii) Wastewater and Stormwater Assessments, which are special assessments levied for the respective utility systems (collectively, the “Pledged Revenues”), all as defined in the Revolving Credit Agreement; and

WHEREAS, the revenues pledged for the payment of the Notes are not now pledged or encumbered in any manner; and

WHEREAS, the Pledged Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Notes, as the same becomes due, and to make all deposits or payments required by this Resolution and the Revolving Credit Agreement; and

WHEREAS, in the event Pledged Revenues shall be insufficient to pay debt service on the Notes (together with all other amounts due and owing thereunder), the Issuer has covenanted to budget and appropriate Non-Ad Valorem Revenues to provide funds equal to the difference between the Pledged Revenues available to pay debt service on the Notes and all other amounts due and owing thereunder and under this Resolution and the amount needed to pay the debt service on the Notes and all other amounts due and owing thereunder and under this Resolution; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments under this Resolution or the Revolving Credit Agreement. The Notes shall not constitute a lien on any property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals from a number of financial institutions and it is hereby found, determined and declared that a negotiated sale of the Notes to the Lender pursuant to a competitive bid, is in the best interest of the Issuer because the revolving nature of the loan necessitates that the Issuer evaluate the credit capacity of the Lender which does not lend itself to selling the Notes in a public sale and will save the Issuer considerable time and expense; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor to accept the offer from the Lender to purchase the Notes at a negotiated sale upon the terms and conditions set forth in this Resolution, the Revolving Credit Agreement and in the Term Sheet dated April 1, 2025 submitted by the Lender for the purchase of the Notes, a copy of which is attached hereto as Exhibit B (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Notes, a disclosure statement regarding the Notes containing the information required by Section 218.385(6), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law.

SECTION 3. APPROVAL OF ISSUANCE OF NOTES; The issuance of the Note is hereby authorized. There is hereby authorized to be issued the "City of Marathon, Florida Revolving Line of Credit Note, Series 2025A" and the "City of Marathon, Florida Taxable Revolving Line of Credit Note, Series 2025B" in an aggregate principal amount of not to be outstanding at any time in excess of Ten Million Dollars (\$10,000,000) for the purposes of (i) financing the costs of the Project, and (ii) paying the transaction costs associated with the Notes.

SECTION 4. AUTHORIZATION OF PROJECT. The financing of the Project is hereby authorized.

SECTION 5. TERMS OF NOTES. The Notes will be repaid no later than twenty-four (24) months from the date of issuance or unless earlier prepaid or extended, as provided in the Revolving Credit Agreement and in the Notes. The Notes shall be substantially in the form attached as Exhibit A-1 and Exhibit A-2 to the Revolving Credit Agreement, with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Notes shall be executed on behalf of the Issuer with the manual signature of the Mayor, as attested by the City Clerk and the official seal of the Issuer. In case any one or more of the officers who shall have signed or sealed the Notes shall cease to be such officer of the Issuer before the Notes so signed and sealed has been actually sold and delivered, such Notes may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Notes had not ceased to hold such office. The Notes may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Notes shall hold the proper office of the Issuer, although, at the date of such Notes, such person may not have held such office or may not have been so authorized.

SECTION 6. SALE OF NOTES. Because of the characteristics of the Notes, prevailing market conditions, the necessity of the Issuer to evaluate the credit capacity of the Lender, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Notes at a private negotiated sale pursuant to the terms of the Revolving Credit Agreement. Prior to the issuance of the Notes, the Issuer shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit C and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit D.

SECTION 7. AUTHORIZATION TO EXECUTE REVOLVING CREDIT AGREEMENT. To provide for the security of the Notes and to express the contract between the Issuer and the holder thereof, the Issuer hereby authorizes the Mayor, as attested by the City

Clerk and approved as to form and correctness by the City Attorney, or any other appropriate officers of the Issuer, to execute and deliver a Revolving Credit Agreement to evidence the Notes, to be entered into by and between the Issuer and the Lender, in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 8. GENERAL AUTHORITY. The Mayor, Vice Mayor, the City Clerk, the City Manager, the City Attorney and such other officers, attorneys and other agents and employees of the Issuer, as may be designated by the City Manager, are each designated as agents of the Issuer in connection with the matters described herein and are hereby authorized and empowered, collectively or individually, to take all actions and steps to execute all instruments, documents, notices and contracts on behalf of the Issuer that are necessary and desirable in connection with the execution and delivery therewith and which are specifically authorized and not inconsistent with the terms and provisions of this Resolution or the Revolving Credit Agreement, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Notes, this Resolution and the Revolving Credit Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the Notes. If the Mayor is unavailable or unable at any time to perform any duties or functions hereunder, the Vice Mayor is hereby authorized to act on his behalf. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Notes is hereby approved, confirmed and ratified.

SECTION 9. 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 or of the Revolving Credit Agreement.

SECTION 10. EFFECT OF RESOLUTION; RATIFICATION. All resolutions or ordinances and parts thereof in conflict herewith to the extent of such conflicts, are hereby suspended and repealed; provided, however, that all of the terms and conditions of this Resolution shall be complied with in full. All prior action in connection with this Resolution is hereby ratified, confirmed, and approved.

SECTION 11. ADDITIONAL INFORMATION. The Notes and Revolving Credit Agreement shall not be executed and delivered unless and until the Issuer has received all information required by Section 218.385, Florida Statutes.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THIS 13th DAY OF MAY, 2025.

**CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA**

By: _____
Lynn Landry, Mayor

AYES:
NOES;
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steven Williams, City Attorney

EXHIBIT A

FORM OF REVOLVING CREDIT AGREEMENT

EXHIBIT B
TERM SHEET

EXHIBIT C

FORM OF LENDER'S CERTIFICATE

This is to certify that Truist Bank ("Truist") and Truist Commercial Equity, Inc. ("TRUCE" and collectively with Truist, the "Lender") has not required City of Marathon, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the Revolving Line of Credit Note, Series 2025A (the "Series 2025A Note") and the Taxable Revolving Line of Credit Note, Series 2025B (the "Series 2025B Note, and together with the Series 2025A Note, the "Notes"), and no inference should be drawn that the Lender, in the acceptance of said Notes is relying on Bryant Miller Olive P.A. ("Note Counsel") or Steven Williams ("Issuer Attorney") as to any such matters other than the legal opinions rendered by Note Counsel or Issuer Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Revolving Credit Agreement, dated as of _____, 2025, by and among the Issuer, Truist and TRUCE (the "Revolving Credit Agreement").

We are aware that purchase of the Notes involve various risks, that the Notes are secured solely from the Pledged Revenues, as described in the Revolving Credit Agreement (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Notes and can bear the economic risk of our purchase of the Notes.

We acknowledge that the Revolving Credit Agreement is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933 (the "Securities Act of 1933"), Section 517.051(1), Florida Statutes, and/or Section 517.061(9), Florida Statutes, and that neither Note Counsel nor the Issuer Attorney shall have any obligation to effect any such registration or qualification.

The Notes have been purchased for the account of the Lender as evidence of a loan only and not with a present view to the distribution, transfer or resale thereof. The Lender currently intends to hold and book the Notes as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is not intended to indicate that

the instrument is or is not a security within the meaning of the Securities Act of 1933. The Lender hereby covenants that if the Lender subsequently decides to distribute or resell the Notes, it shall comply with the transfer restrictions in the Notes.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(9), Florida Statutes. We are not purchasing the Notes for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of _____, 2025.

**TRUIST COMMERCIAL EQUITY, INC., with
respect to the Series 2025A Note**

By: _____

Name: Linda Neverson

Title: Authorized Agent

**TRUIST BANK, with respect to the Series 2025B
Note**

By: _____

Name: Linda Neverson

Title: Senior Vice President

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, Truist Bank ("Truist") and Truist Commercial Equity, Inc., ("TRUCE" and collectively with Truist, the "Lender") has negotiated with City of Marathon, Florida (the "Issuer") for the private purchase of its Revolving Line of Credit Note, Series 2025A and its Taxable Revolving Line of Credit Note, Series 2025B (collectively, the "Notes") in an aggregate amount not to exceed \$10,000,000. Prior to the award of the Notes, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us in connection with the issuance of the Notes (such fees and expenses to be paid by the Issuer):

Lender Counsel Fees – \$16,500.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Notes to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.00.

5. Truth-in-Bonding Statement:

The Notes are being issued primarily to (i) pay the costs of financing the Project, and (ii) pay the costs associated with the transaction.

Unless earlier redeemed, the Series 2025A Note is expected to be repaid by _____, 2026. Unless earlier redeemed, the Series 2025B Note is expected to be repaid by _____, 2026. Because the loan of the proceeds of the Notes is a revolving credit facility with a variable

rate of interest it is impossible to determine the total amount of interest to be paid over the life of the Notes.

The Notes will be payable solely from the revenues pledged, as provided in the Revolving Credit Agreement ("Pledged Revenues"), dated as of _____, 2025, among the Issuer, Truist and TRUCE (the "Revolving Credit Agreement"). Because the loan proceeds of the Notes is a revolving credit facility with a variable rate of interest it is impossible to determine the amount of revenues of the Issuer not being available to finance other services of the Issuer during the life of the Notes.

6. The name and address of the Lender is as follows:

Truist Commercial Equity, Inc./Truist Bank
515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Attention: Linda Neverson, Authorized Agent/Senior Vice President

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this ____ day of _____, 2025.

**TRUIST COMMERCIAL EQUITY, INC., with
respect to the Series 2025A Note**

By: _____
Name: Linda Neverson
Title: Authorized Agent

**TRUIST BANK, with respect to the Series 2025B
Note**

By: _____
Name: Linda Neverson
Title: Senior Vice President

April 1, 2025

Jennifer Johnson
Finance Director
City of Marathon, FL
jjohnson@keyscpa.com

Re: Proposal response to City of Marathon, FL ("Borrower") in response to a *Request for Proposal for a Revolving Line of Credit*.

Dear Jennifer:

Truist is pleased to respond to the City of Marathon, FL's *Request for Proposal for a Revolving Line of Credit* with the attached summary of terms and conditions. We believe we have provided a proposal that focuses on those items of greatest importance to the City.

We believe our proposal offers:

- Competitive fixed pricing.
- A comprehensive solution that supports future financing needs.
- Speed of execution.

As a dedicated Relationship Manager with Truist, I bring experience working with various government entities. Additionally, Truist's specialized Government Banking team provides tailored cash management, treasury management and escrow services for governmental entities.

As you review the materials, please keep in mind a few benefits of banking with Truist:

- Truist's has extensive experience working with government entities, including structuring both taxable and tax-exempt financing solutions.
- Truist offers clients a diverse range of financial services to ensure flexibility. These services include bank and bond financing, funding for infrastructure needs, vehicle and equipment leasing, financial risk management and working capital solutions.
- Financial strength. Truist is a well-capitalized institution that is ethically managed and generates strong operating results. Below are the current short-term and long-term ratings of Truist, including outlooks.

Truist Financial Corporation

Rating	S&P	Moody's	Fitch	DBRS Morningstar
Outlook / credit trend	Stable	Stable	Stable	Stable
Issuer	A- / A-2	Baa1	A / F1	AAL / R-1M
Senior unsecured	A-	Baa1	A-	AAL
Subordinated	BBB+	Baa1	BBB+	AH
Preferred stock	BBB-	Baa3(hyb)	BBB-	AL

Truist Bank

Rating	S&P	Moody's	Fitch	DBRS Morningstar
Outlook / credit trend	Stable	Stable	Stable	Stable
Issuer	A / A-1	A3	A / F1	AA / R-1H
Senior unsecured	A	A3	A	AA
Deposits	No rating	A1 / P1	A+ / F1+	AA
Subordinated	A-	(P) A3	A-	AAL



Linda M. Neverson
Senior Vice President
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 917.532.5100
Linda.Neverson@truist.com

On behalf of Truist Bank, I thank you for giving us the opportunity to build our relationship with the City of Marathon, FL. We believe the attached expresses our deep desire to maintain a valued banking partnership. Please do not hesitate to reach out to me if you any questions regarding our proposal or if any of the terms and conditions do not fully meet City's requirements.

Sincerely,

Linda Neverson



City of Marathon, Florida

Term Sheet

April 1, 2025

Truist Bank (“Bank”), on behalf of itself and its designated affiliate (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	City of Marathon, Florida
Lender:	Truist Commercial Equity, Inc. (tax-exempt) and Truist Bank (taxable).
Facility/Purpose/ Description:	Revolving Line of Credit with both tax-exempt and taxable draws available (the “Loan”). The purpose is to provide liquidity that will enable the City to begin construction on utility projects, including, but not limited to, design and construction of a deep injection well, pumping stations and transmission piping to connect and convert the City’s shallow well system to a deep injection well system, as well as reimbursement to the City for any related costs previously incurred.
Amount:	Up to \$10,000,000.
Funding:	The Loan shall be a revolving line of credit that may be drawn on or paid down on a revolving basis, with draws limited to no more than one (1) per month and for an amount of no less than \$100,000.
Repayment:	Interest shall be due and payable monthly. All principal and unpaid interest shall be due at maturity. No prepayment penalty shall apply.
Fees:	Annual Unused Fee of 0.13% payable quarterly in arrears. If average line usage is greater than 60% during the quarter prior to the fee payment, the unused fee will be waived.
Renewal/Extension	The Bank requires 90 days’ notice to process any renewals or extensions. The Borrower may request the Bank in writing to extend the then current scheduled expiration date by at least one year. If the Borrower shall make such a request, the Bank shall within 30 days of such request, notify the Borrower in writing whether or not the Bank will extend the Scheduled Expiration Date. If the Bank shall not so notify the Borrower, the Bank shall be deemed to have not consented to such request.

Interest Rate:	VARIABLE RATE –		
	Maturity Date	Tax-Exempt/Taxable	Interest Rate
	24 months	Tax-Exempt	SIFMA + 0.35%.
	24 months	Tax-Exempt	79% of One-Month Term SOFR + 0.40%.
	24 months	Taxable	One-Month Term SOFR + 0.49%.
	<p>Accrual basis: Act/360.</p> <p>The tax-exempt interest rate for the Loan will be subject to increase in the event of a Determination of Taxability. In no event will One-Month Term SOFR or SIFMA ever be less than 0.00%.</p>		
Security:	The Loan will be secured a basket of revenues including the City's covenant to budget and appropriate non-ad valorem revenues, net revenues of the utility system, the City's local government infrastructure tax revenues, and wastewater and stormwater non-ad valorem assessments (Pledged Revenues).		
Documentation:	All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The bond will not be presented for payment unless required by documentation.		
Covenants:	<p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements:</p> <ul style="list-style-type: none"> • Additional Debt Test as outlined in the RFP (will need a written definition). • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. <p>The default rate shall be Prime + 4%. If acceleration is not a remedy the restated default rate shall be increased to the lesser of 18% or the maximum allowed rate by law, and the documents shall contain a covenant assuring Lender that if other bondholders have acceleration rights Lender will have the same acceleration rights. No advances permitted while there shall be an Event of Default or an event that with the passage of time or giving of notice or both would be an Event of Default.</p>		
Conditions Precedent and Other Terms:	<ol style="list-style-type: none"> 1. <u>Borrower's Counsel Opinion</u>: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Loan is excludable from gross income for Federal income tax purposes. 3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, 		

	instruments, approvals or opinions as may be reasonably requested.
Lender's Legal Counsel	<p>The Lender's legal counsel will be Michael Wiener at Holland & Knight in Lakeland, Florida.</p> <p>Estimated fees for the closing of the Loan(s) will be \$16,500 and shall be paid by the Borrower, whether or not the Loan described herein is closed.</p>
Governing Law & Jurisdiction:	State of Florida.
Municipal Advisor Disclosure:	<p>The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.</p>
Patriot Act:	<p>Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.</p>
Expiration Date:	<p>This Term Sheet shall expire on May 24, 2025 unless a formal commitment letter has been issued prior to such date.</p>

2025 Line of Credit Proposal Template

Bank Contact Information	Truist Bank
Amount	\$10,000,000
Draw Period Length (Request minimum 24 months)	24 month with the option to extend
<u>Tax-Exempt</u> / <u>Taxable</u> Drawn Interest Rate (Detail Index + Spread)	* SIFMA+.35% (TE); * 79% of 1 Mnth Term SOFR+0.40% (TE); and 1 Mnth Term SOFR+0.49% (Taxable)
Unused/Unutilized Fee (if any)	Annual Unused Fee of 0.13%. If average line usage is greater than 60% during the quarter prior to the fee payment, the unused fee will be waived.
Prepayment Provisions	No prepayment penalty shall apply
NTE Fees & Expenses including Bank Counsel Fee	Estimated fees for the closing of the Loan(s) will be \$16,500
Bank Counsel Contact	Michael Wiener at Holland & Knight; michael.wiener@hklaw.com
Additional Information	Linda Neverson at Truist Bank; linda.neverson@truist.com

The Bank acknowledges that the City reserves the right to reject any and all proposals received in connection with the RFP. The award of the RFP does not obligate the City to close on the LOC.

Respectfully submitted, Truist Bank

By: Linda Neverson
Authorized Officer

Linda Neverson

Date: April 1, 2025

Address: 515 E. Las Olas Blvd, 7th Floor, Ft.
Lauderdale, FL 33301

Tel.No. 917-532-5100

Fax No. _____

Email Linda.Neverson@truist.com

ACCEPTED this 1st day of April,
2025

CITY OF MARATHON

By: _____
Authorized Officer