

RESOLUTION NO. 22-04-02

A RESOLUTION SUPPLEMENTING RESOLUTION NO. 20-10-01, ADOPTED BY THE LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT (THE "DISTRICT") ON OCTOBER 27, 2020, AND AMENDING RESOLUTION NO. 22-04-01 ADOPTED BY THE DISTRICT ON APRIL 13, 2022; APPROVING THE SALE OF NOT TO EXCEED \$20,000,000 NON-AD VALOREM ASSESSMENT REVENUE BONDS, SERIES 2022; DELEGATING AUTHORITY TO APPROVE THE FORM OF THE PURCHASE CONTRACT; AUTHORIZING THE PROPER OFFICERS OF THE DISTRICT TO DETERMINE THE DETAILS OF THE SERIES 2022 BONDS; APPROVING THE OFFICIAL STATEMENT AND THE CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING PURCHASE OF A MUNICIPAL BOND INSURANCE POLICY AND RESERVE ACCOUNT SURETY BOND FOR THE SERIES 2022 BONDS AND MAKING CERTAIN COVENANTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY BOARD OF SUPERVISORS OF THE LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT:

ARTICLE I

STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01 AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to Chapter 191, Florida Statutes, sometimes cited as the "Independent Special Fire Control District Act," and Chapter 2000-406, Laws of Florida, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 20-10-01, adopted by the Board of Supervisors (the "Board") of the Lehigh Acres Fire Control and Rescue District (the "District"), on October 27, 2020, as now or hereafter supplemented (herein the "Master Resolution").

SECTION 1.02 DEFINITIONS. Unless the context otherwise requires, capitalized terms used in this resolution shall have the meanings specified in this Section. Terms not otherwise defined in this Section shall have the meanings specified in the Master Resolution. Words importing singular number shall include the plural number in

each case and vice versa, and words importing persons shall include firms and corporations.

“Bond Counsel” means nationally recognized counsel selected by the District and experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

“Bond Resolution” means, collectively, the Master Resolution, the Series Resolution, this Resolution, and all resolutions amendatory hereof or thereof or supplemental hereto or thereto, as applicable.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate the form of which is attached to the Official Statement.

“District Attorney” shall mean the District Attorney, or her or his designee or the person succeeding to her or his principal functions.

“Late Payment Rate” means (i) with respect to the Series 2022 Bond Insurance Policy the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (the “Prime Rate”) (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2022 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates and (ii) with respect to the Series 2022 Reserve Fund Insurance Policy the lesser of (a) the greater of (i) the Prime Rate (any change in such rate of interest to be effective on the

date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Series 2022 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Series 2022 Insurer shall specify. If the interest provisions of this definition shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Series 2022 Insurer, with the same force and effect as if the District had specifically designated such extra sums to be so applied and the Series 2022 Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

“Master Resolution” means Resolution No. 20-10-01, duly adopted by the District on October 27, 2020, as may be amended and supplemented from time to time.

“Paying Agent” and “Registrar” means Synovus Bank and its successors and assigns, who shall serve at the will of the District.

“Project” has the meaning set forth in the Master Resolution.

“Project Fund” means the account created in Section 5.01 of the Master Resolution, including the Series 2022 Project Account therein established pursuant to Section 3.01 hereof.

“Project Fund Trustee” means Synovus Bank and its successors and assigns.

“Purchase Contract” means the contract between the District and the Underwriters setting forth the conditions upon which the Series 2022 Bonds will be sold by the District and purchased by the Underwriters and the details of the Series 2022 Bonds, substantially in the form attached hereto as Exhibit B.

“Series 2022 Bonds” means the District’s Non-Ad Valorem Assessment Revenue Bonds, Series 2022, issued pursuant to this Resolution.

"Series 2022 Bond Insurance Policy" means the insurance policy issued by the Series 2022 Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2022 Bonds when due and such policy shall constitute and shall qualify as a “Bond Insurance Policy”.

"Series 2022 Insurer" means Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof".

“Series 2022 Reserve Account” means the reserve account created and established solely for the holders of the Series 2022 Bonds.

"Series 2022 Reserve Fund Insurance Policy" means the insurance policy issued by the Series 2022 Insurer deposited into the Series 2022 Reserve Account and such policy shall constitute and shall qualify as a "Reserve Fund Insurance Policy".

"Series Resolution" means Resolution No. 22-04-01, duly adopted by the District on April 13, 2022, as may be amended and supplemented from time to time.

"Underwriters" means The Frazer Lanier Company, Incorporated, and Synovus Bank, as the initial purchasers of the Series 2022 Bonds.

SECTION 1.03 FINDINGS. It is hereby ascertained, determined and declared that:

A. In order to take advantage of the current long-term interest rates and to finance the costs of the Project, the District finds it in the best interest of its inhabitants and property owners to provide for the issuance of the Series 2022 Bonds.

B. The Series Resolution authorized the Chair and the Fire Chief to enter into the Purchase Contract on behalf of the District, subject to the parameters set forth therein, and***

C. The Series Resolution authorized the Chair and the Fire Chief to obtain a financial guaranty for the Series 2022 Bonds and it is necessary and desirable to make certain provisions relating to such financial guaranty, and

D. It is necessary and desirable in connection with the issuance and delivery of the Series 2022 Bonds to the Underwriters: (1) to authorize the execution and delivery to the Underwriters, upon payment therefor in accordance with the provisions of the Purchase Contract, of the Series 2022 Bonds in definitive form; (2) to authorize the District

to engage the Bond Registrar and Paying Agent; (3) to authorize the execution and delivery of a tax compliance certificate, a tax return, a continuing disclosure undertaking, and such other closing agreements, documents, and certificates as are usual and customary in connection with the delivery of the Series 2022 Bonds, all upon the recommendation of the Fire Chief, with the advice of the District Attorney and Bond Counsel; and (4) to authorize the taking of such further action by the Chair, Fire Chief, District Financial Manager, and others employed by or acting on behalf of the District as is necessary to effect the issuance and delivery of the Series 2022 Bonds and the application of the proceeds thereof to the costs of issuance of the Series 2022 Bonds.

SECTION 1.04 BOND RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Series 2022 Bonds authorized to be issued hereunder by those who shall be the Registered Owners of the same from time to time and the issuance of the Series 2022 Bond Insurance Policy and the Series 2022 Reserve Fund Insurance Policy by the Series 2022 Insurer, the Bond Resolution shall be deemed to be and shall constitute a contract between the District, such Registered Owners and the Series 2022 Insurer. The covenants and agreements in the Bond Resolution, shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2022 Bonds, all of which shall be of equal rank and without preference, priority or distinction of any of the Series 2022 Bonds over any other thereof, except as expressly provided therein and herein, and for the benefit, protection and security of the Series 2022 Insurer.

ARTICLE II

AUTHORIZATION OF ISSUANCE OF SERIES 2022 BONDS; DESCRIPTION, DETAILS AND FORM OF SERIES 2022 BONDS

SECTION 2.01 DESCRIPTION OF SERIES 2022 BONDS. The Series 2022 Bonds shall be issued in a principal amount not to exceed \$20,000,000, shall be dated, shall be numbered sequentially beginning with R-1, shall be in the denominations of \$5,000 or integral multiples thereof, shall be subject to redemption prior to maturity, shall bear interest at the rates, shall be payable on such dates; shall mature on the first day of October in such years and in such amounts and have such other characteristics as shall be specified in the Purchase Contract.

The Series 2022 Bonds shall be issued in fully registered form; shall be payable with respect to principal at the office of the Paying Agent; shall be payable in lawful money of the United States of America; and shall bear interest from their date, or from the most recent date to which interest has been paid, payable by check or draft mailed by the Paying Agent to the Registered Owner at his address as it appears upon the books of the Bond Registrar as of the close of business on the 15th day of the month preceding such interest payment date; provided that, for any Registered Owner of One Million Dollars (\$1,000,000) or more in principal amount of the Series 2022 Bonds, such payment shall, at the written request of such Registered Owner, be made by wire transfer or other medium acceptable to the Paying Agent and to such Registered Owner.

The Series 2022 Bonds shall be executed, and shall be subject to registration, transfer and exchange, all as provided in the Master Resolution. The Series 2022 Bonds shall be in substantially the form attached hereto as Exhibit C.

SECTION 2.02 BOOK-ENTRY SYSTEM. The Series 2022 Bonds shall be issued in book-entry only form as authorized by Section 2.07 of the Master Resolution. The Series 2022 Bonds shall be registered to Cede & Co. and immobilized in the custody of DTC.

SECTION 2.03 REDEMPTION OF SERIES 2022 BONDS. The terms of this Section 2.03 shall apply to redemption of Series 2022 Bonds and are as follows:

A. *Selection of Bonds to be Redeemed.* The Series 2022 Bonds shall be selected for redemption in accordance with Section 3.02 of the Master Resolution.

B. *Notice of Redemption.* Unless waived by any Registered Owner of Series 2022 Bonds to be redeemed, notice of any redemption of the Series 2022 Bonds shall be made pursuant to Section 3.03 of the Master Resolution.

C. *Conditional Redemption.* In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent no later than the redemption date or (2) the District retains the right to rescind such notice on or prior to the scheduled redemption date as described and permitted by Section 3.03 of the Master Resolution.

D. *Redemption Parameters for Series 2022 Bonds.* The Series 2022 Bonds shall be subject to mandatory redemption, if any, and to optional redemption, as further provided for and set forth in the Purchase Contract.

ARTICLE III

APPLICATION OF SERIES 2022 BOND PROCEEDS; PROJECT FUND; SERIES 2022 RESERVE ACCOUNT

SECTION 3.01 SALE PROCEEDS. The proceeds, including accrued interest and premium, if any, and excluding the discount upon the sale of the Series 2022 Bonds shall be applied by the District as follows:

A. The accrued interest, if any, on the Series 2022 Bonds shall be deposited into the Debt Service Fund account.

B. To the extent not paid or reimbursed therefor by the Underwriters of the Series 2022 Bonds, the District shall pay all Costs of Issuance, including the costs of the Series 2022 Bond Insurance and the Series 2022 Reserve Fund Insurance Policy.

C. The Project Fund Trustee shall establish a "Series 2022 Project Account" in the Project Fund and the balance of the Series 2022 Bond proceeds shall be deposited therein and applied to fund the cost of the Project only in the manner provided in the Master Resolution and herein.

D. Funds in the Series 2022 Project Account shall be used only for payment of the Costs of the Project. Moneys in the Series 2022 Project Account, until applied in payment of any item of the Cost of the Project, shall be held in trust by the District and the Project Fund Trustee and shall be subject to a lien and charge in favor of the Registered Owners of the Series 2022 Bonds and for the further security of such Registered Owners. The District may invest in such funds in Permitted Investments as

defined in the Master Resolution (subject to the limitations, if any imposed by the Insurance Agreement).

SECTION 3.02 APPROVAL OF PAYMENT OF COSTS OF ISSUANCE. The Costs of Issuance of the Series 2022 Bonds are authorized to be paid in accordance with the not to exceed amounts which have been presented to the District and finalized and placed on file with the Fire Chief.

SECTION 3.03 SERIES 2022 RESERVE ACCOUNT. The District hereby establishes a separate account in Reserve Fund account designated the ‘Series 2022 Reserve Account’. The Series 2022 Reserve Account is pledged solely to the payment of the Series 2022 Bonds, and the Registered Owners of the Series 2022 Bonds shall not be secured by any other moneys in the Reserve Fund.

ARTICLE IV

APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION

SECTION 4.01 APPLICATION OF PROVISIONS OF THE MASTER RESOLUTION. The Series 2022 Bonds shall for all purposes be considered to be Bonds issued under the authority of the Master Resolution and shall be entitled to all the protection and security provided therein for Bonds, and shall be in all respects entitled to the security, rights and privileges thereunder.

The Series 2022 Bonds shall not be or constitute general obligations or an indebtedness of the District as “bonds” within the meaning of any constitutional, statutory, or charter provision or limitation, but shall be payable from and secured solely by a lien upon and pledge of the Pledged Revenues as provided in the Master Resolution. No

Registered Owner of any of the Series 2022 Bonds shall ever have the right to compel the exercise of the ad valorem taxing power of the District or taxation in any form of any property of or in the District, for payment of the Series 2022 Bonds or for the making of any payments under the Bond Resolution. The Series 2022 Bonds shall not constitute a lien upon any property of the District or within the jurisdiction of the District, but shall constitute a lien only upon the Pledged Revenues in the manner provided in the Master Resolution.

ARTICLE V

SALE OF SERIES 2022 BONDS

SECTION 5.01 AMENDMENT OF CONDITIONS TO EXERCISE AUTHORITY TO EXECUTE PURCHASE CONTRACT; DELEGATION OF AUTHORITY TO DETERMINE DATE OF SALE AND DETAILS OF SERIES 2022 BONDS, TO APPROVE FORM OF PURCHASE CONTRACT AND TO EXECUTE PURCHASE CONTRACT.

A. Pursuant to the Series Resolution, the District authorized and empowered the Chair and the Fire Chief to determine certain details of the Series 2022 Bonds, to approve the form of the Purchase Contract, to execute the Purchase Contract on behalf of the District, and to deliver an executed copy thereof to the Underwriters, subject to certain conditions set forth in Section 2.03 of the Series Resolution. The District hereby amends Section 2.03(C) of the Series Resolution to require that the true interest cost rate for the Series 2022 Bonds shall not exceed 4.50%.

B. The Chair and Fire Chief are hereby, subject to the conditions set forth in Section 2.03 of the Series Resolution as amended by Section 5.01(A) of this Resolution, authorized and empowered to determine the date of sale, principal amount, maturity dates and amounts, interest rates, dated date, redemption provisions and other details of the Series 2022 Bonds, to approve the form of the Purchase Contract, to execute the Purchase Contract on behalf of the District, and to deliver an executed copy thereof to the Underwriters

SECTION 5.02 FURTHER ACTION TO DELIVER SERIES 2022 BONDS AUTHORIZED. The execution and delivery to the Underwriters, upon payment therefor in accordance with the provisions of the Purchase Contract, of the Series 2022 Bonds in definitive form is hereby approved. The execution and delivery on behalf of the District of (1) a tax compliance certificate and tax return, (2) the Continuing Disclosure Certificate, and (3) such other closing agreements, documents, and certificates as are usual and customary in connection with the delivery of the Series 2022 Bonds, all upon the recommendation of the Fire Chief, with the advice of the District Attorney and Bond Counsel, are hereby approved. The taking of such further action by the Chair, Fire Chief, District Financial Manager, the District Attorney, and others employed by or acting on behalf of the District, as is necessary to effect the sale, issuance and delivery of the Series 2022 Bonds is hereby authorized and approved.

SECTION 5.03 PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT. The District hereby approves the distribution and use of that Preliminary Official Statement by the Underwriters in connection with the offering for sale of the Series 2022 Bonds in substantially the form attached hereto as Exhibit A (the "Official

Statement”). The District hereby approves the form of the Official Statement and the proper officers of the District and each of them are authorized and directed, on behalf of the District, in their official capacities and with the advice of the District Attorney and Bond Counsel, to complete the final Official Statement with the pricing other information set forth in the Purchase Contract and to sign and deliver on behalf of the District the final Official Statement and such certificates in connection with the truth and accuracy of the final Official Statement and any amendment thereto as may, in their judgment, be necessary or appropriate, to the Underwriters.

ARTICLE VI

MUNICIPAL BOND INSURANCE PROVISIONS.

SECTION 6.01 PURCHASE OF BOND INSURANCE. The District is authorized to purchase the Series 2022 Bond Insurance Policy and the Series 2022 Reserve Account Policy for the Series 2022 Bonds. The Municipal Bond Insurance Commitment, dated April 14, 2022, from the Series 2022 Insurer is hereby accepted.

SECTION 6.02 COVENANTS AND AGREEMENTS RELATING TO BOND INSURANCE AND DEBT SERVICE RESERVE POLICY. The following provisions shall be applicable to the Series 2022 Bonds, which provisions shall govern notwithstanding anything to the contrary in the Master Resolution provided the Series 2022 Insurer is not in default under the Series 2022 Bond Insurance Policy.

A. The prior written consent of the Series 2022 Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Series 2022 Reserve Account. Notwithstanding anything to the contrary set forth in

the Bond Resolution, amounts on deposit in the Series 2022 Reserve Account shall be applied solely to the payment of debt service due on the Series 2022 Bonds.

B. The Series 2022 Insurer shall be deemed to be the sole holder of the Series 2022 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2022 Bonds are entitled to take pursuant to the Bond Resolution pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Paying Agent. In furtherance thereof and as a term of the Bond Resolution and each Series 2022 Bond, each holder of a Series 2022 Bond appoints the Series 2022 Insurer as its agent and attorney-in-fact and agrees that the Series 2022 Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each holder of a Series 2022 Bond delegates and assigns to the Series 2022 Insurer, to the fullest extent permitted by law, its rights in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Paying Agent acknowledges such appointment, delegation and assignment by each holder of a Series 2022 Bond for the Series 2022 Insurer's

benefit, and agrees to cooperate with the Series 2022 Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the holders of Series 2022 Bonds shall expressly include mandamus.

C. The maturity of Series 2022 Bonds shall not be accelerated without the consent of the Series 2022 Insurer and in the event the maturity of the Series 2022 Bonds is accelerated, the Series 2022 Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the District) and the Paying Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Series 2022 Insurer's obligations under the Series 2022 Bond Insurance Policy with respect to such Series 2022 Bonds shall be fully discharged.

D. No grace period for a covenant default shall exceed thirty (30) days or be extended for more than sixty (60) days, without the prior written consent of the Series 2022 Insurer. No grace period shall be permitted for payment defaults.

E. The Series 2022 Insurer shall be a third party beneficiary to the Bond Resolution.

F. Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of Series 2022 Bonds to be redeemed shall be subject to the approval of the Series 2022 Insurer. The exercise of any provision of the Bond Resolution which permits the purchase of Series 2022 Bonds in lieu of redemption shall require the prior written approval of the Series 2022 Insurer if any Series 2022 Bond so purchased is not cancelled upon purchase.

G. Any amendment, supplement, modification to, or waiver of, the Bond Resolution or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of owners of Bonds or adversely affects the rights and interests of the Series 2022 Insurer shall be subject to the prior written consent of the Series 2022 Insurer.

H. Unless the Series 2022 Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Series 2022 Project Account shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2022 Bonds.

I. The rights granted to the Series 2022 Insurer under the Bond Resolution or any other Related Document to request, consent to or direct any action are rights granted to the Series 2022 Insurer in consideration of its issuance of the Series 2022 Bond Insurance Policy. Any exercise by the Series 2022 Insurer of such rights is merely an exercise of the Series 2022 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of Series 2022 Bonds and such action does not evidence any position of the Series 2022 Insurer, affirmative or negative, as to whether the consent of the owners of Series 2022 Bonds or any other person is required in addition to the consent of the Series 2022 Insurer.

J. Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has

the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Series 2022 Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Series 2022 Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Series 2022 Bonds unless the Series 2022 Insurer otherwise approves.

K. To accomplish defeasance, the District shall cause to be delivered to the Series 2022 Insurer (i) a report of either a nationally-recognized verification agent or a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable in form and substance to the Series 2022 Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2022 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement or other irrevocable written instructions to the Paying Agent (each of which shall be acceptable in form and substance to the Series 2022 Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2022 Bonds are no longer "Outstanding" under the Bond Resolution and (iv) if required, a certificate of discharge of the Paying Agent with respect to the Series 2022 Bonds. Each Verification and defeasance opinion shall be addressed to the District, Paying Agent and Series 2022 Insurer. The Series 2022 Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

L. Series 2022 Bonds shall be deemed "Outstanding" under the Bond Resolution unless and until they are in fact paid and retired or the above criteria are met.

M. Amounts paid by the Series 2022 Insurer under the Series 2022 Bond Insurance Policy shall not be deemed paid for purposes of the Bond Resolution and the Series 2022 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the District in accordance with the Bond Resolution. The Bond Resolution shall not be discharged unless all amounts due or to become due to the Series 2022 Insurer have been paid in full or duly provided for.

N. The District covenants and agrees to take such action as is necessary from time to time to preserve the priority of the pledge of the Pledged Revenues under applicable law.

O. Claims Upon the Series 2022 Bond Insurance Policy and Payments by and to the Series 2022 Insurer.

(i) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Paying Agent, after making all transfers and deposits required under the Bond Resolution, moneys sufficient to pay the principal of and interest on the Series 2022 Bonds due on such Payment Date, the Paying Agent shall give notice to the Series 2022 Insurer and to its designated agent (if any) (the "Series 2022 Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2022

Bonds due on such Payment Date, the Paying Agent shall make a claim under the Series 2022 Bond Insurance Policy and give notice to the Series 2022 Insurer and the Series 2022 Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2022 Bonds and the amount required to pay principal of the Series 2022 Bonds, confirmed in writing to the Series 2022 Insurer and the Series 2022 Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Series 2022 Bond Insurance Policy.

(ii) The Paying Agent shall designate any portion of payment of principal on Series 2022 Bonds paid by the Series 2022 Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2022 Bonds registered to the then current holder of a Series 2022 Bond, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2022 Bond to the Series 2022 Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Series 2022 Bond shall have no effect on the amount of principal or interest payable by the District on any Series 2022 Bond or the subrogation rights of the Series 2022 Insurer.

(iii) The Paying Agent shall keep a complete and accurate record of all funds deposited by the Series 2022 Insurer into the Policy Payments Account

(defined below) and the allocation of such funds to payment of interest on and principal of any Series 2022 Bond. The Series 2022 Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Paying Agent.

(iv) Upon payment of a claim under the Series 2022 Bond Insurance Policy, the Paying Agent shall establish a separate special purpose trust account for the benefit of holders of Series 2022 Bonds referred to herein as the "Policy Payments Account" and over which the Paying Agent shall have exclusive control and sole right of withdrawal. The Paying Agent shall receive any amount paid under the Series 2022 Bond Insurance Policy in trust on behalf of holders of Series 2022 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Paying Agent to holders of Series 2022 Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2022 Bonds under the sections hereof regarding payment of Series 2022 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the District agrees to pay to the Series 2022 Insurer (i) a sum equal to the total of all amounts paid by the Series 2022 Insurer under the Series 2022 Bond Insurance Policy (the "Series 2022 Insurer Advances"); and (ii) interest on such Series 2022 Insurer Advances from the date paid by the Series 2022 Insurer until payment thereof in full, payable

to the Series 2022 Insurer at the Late Payment Rate per annum (collectively, the “Series 2022 Insurer Reimbursement Amounts”). The District hereby covenants and agrees that the Series 2022 Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Revenues payable from such Pledged Revenues on a parity with debt service due on the Series 2022 Bonds.

(v) Funds held in the Policy Payments Account shall not be invested by the Paying Agent and may not be applied to satisfy any costs, expenses or liabilities of the Paying Agent. Any funds remaining in the Policy Payments Account following an Series 2022 Bond payment date shall promptly be remitted to the Series 2022 Insurer.

P. The Series 2022 Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2022 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Series 2022 Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the District to the Series 2022 Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

Q. The District shall pay or reimburse the Series 2022 Insurer from Pledged Revenues, any and all charges, fees, costs, losses, liabilities and expenses which the Series 2022 Insurer may pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Series 2022 Bond Insurance Policy and the Series 2022 Reserve Fund Insurance Policy, (ii) the

administration, enforcement, defense or preservation of any rights or security in respect of the Bond Resolution or any of the Related Documents, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the District) relating to Related Documents, any party to the Related Documents or the transaction contemplated the Related Documents, (iii) the pursuit of any remedies under any of the Related Documents or otherwise afforded by law, (iv) any amendment, waiver or other action with respect to, or related to the Bond Resolution, the Series 2022 Bond Insurance Policy, the Series 2022 Reserve Fund Insurance Policy or any other Related Document whether or not executed or completed, (v) any litigation or other dispute in connection with the Bond Resolution or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Series 2022 Insurer to honor its obligations under the Series 2022 Bond Insurance Policy or the Series 2022 Reserve Fund Insurance Policy, or (vi) any action taken by the Series 2022 Insurer to cure a default or termination or similar event (or to mitigate the effect thereof) under the Bond Resolution or any other Related Document; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Series 2022 Insurer spent in connection with the actions described in clauses (ii) - (v) above. In addition, the Series 2022 Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Resolution or any other Related Document.

R. After payment of reasonable expenses of the Paying Agent, the application of funds realized upon default shall be applied to the payment of expenses of the District or rebate only after the payment of past due and current debt service on the Series 2022

Bonds and amounts required to restore the Series 2022 Reserve Account to the Series 2022 Reserve Requirement.

S. The Series 2022 Insurer shall be entitled to pay principal or interest on the Series 2022 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Series 2022 Bond Insurance Policy) and any amounts due on the Series 2022 Bonds as a result of acceleration of the maturity thereof, whether or not the Series 2022 Insurer has received a Notice of Nonpayment (as such terms are defined in the Series 2022 Bond Insurance Policy) or a claim upon the Series 2022 Bond Insurance Policy.

T. The notice address of the Series 2022 Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy Nos. 220046-N and 220046-R, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the Deputy General Counsel- Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

U. The Series 2022 Insurer shall be provided with the following information by the District or Paying Agent, as the case may be:

(i) To the extent not otherwise filed with the Municipal Securities Rulemaking Board's EMMA system, annual audited financial statements within 180 days after the end of the District's fiscal year (together with a certification of the District that it is not aware of any default or Event of Default under the Bond Resolution), and the District's annual budget within 30 days after the approval

thereof together with such other information, data or reports as the Series 2022 Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2022 Bonds;

(iii) Notice of any default known to the Paying Agent or District within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2022 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any Insolvency Proceeding;

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2022 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

(ix) All reports, notices and correspondence to be delivered to holders of Series 2022 Bonds under the terms of the Related Documents; and

(x) All information furnished pursuant to any continuing disclosure agreement, covenant or undertaking with respect to the Series 2022 Bonds, shall also be provided to the Series 2022 Insurer, simultaneously with the furnishing of such information.

(xi) The Series 2022 Insurer shall have the right to receive such additional information as it may reasonably request.

V. The District will permit the Series 2022 Insurer to discuss the affairs, finances and accounts of the District or any information the Series 2022 Insurer may reasonably request regarding the security for the Series 2022 Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Series 2022 Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.

W. The Paying Agent shall notify the Series 2022 Insurer of any failure of the District to provide notices, certificates and other information under the transaction documents.

X. Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in the Bond Resolution, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Series 2022 Insurer.

Y. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Bond Resolution would adversely affect the security for the Bonds or the rights of the holders of Series 2022 Bonds, the Paying Agent shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Series 2022 Bond Insurance Policy.

Z. No contract shall be entered into or any action taken by which the rights of the Series 2022 Insurer or security for or sources of payment of the Series 2022 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Series 2022 Insurer.

AA. So long as any Series 2022 Bonds insured by the Series 2022 Insurer remain outstanding or any amounts are owed to the Series 2022 Insurer by the District, the District shall not issue or incur indebtedness payable from or secured in whole or in part by the Pledged Revenues that (i) bears interest at other than fixed rates or (ii) permits the holder to tender such indebtedness for purchase prior to the stated maturity thereof, in either case without the prior written consent of the Series 2022 Insurer.

BB. So long as any Series 2022 Bonds insured by the Series 2022 Insurer remain outstanding or any amounts are owed to the Series 2022 Insurer by the District, the District shall not enter into any interest rate exchange agreement, cap, collar, floor ceiling or other agreement or instrument involving reciprocal payment obligations between the District and a counterparty based on interest rates applied to a notional amount of principal, without the prior written consent of the Series 2022 Insurer.

CC. The District shall use its best efforts to use the Uniform Method of Collection when collecting the Non-Ad Valorem Assessments securing the Bonds in each fiscal year.

If the District elects to use a method of collection other than the Uniform Method of Collection, the District shall agree to provide the Series 2022 Insurer with prior written notice of such change in the method of collection.

DD. Notwithstanding anything to the contrary in the Master Resolution, so long as the Series 2022 Insurer is insuring the Bonds or amounts are due to the Series 2022 Insurer, the term “Reimbursement Obligations” shall mean all (i) Series 2022 Insurer Reimbursement Amounts, (ii) Series 2022 Reserve Policy Costs and (iii) all other amounts due to the Series 2022 Insurer as more fully described in the Bond Resolution and/or Insurance Agreement; provided, that, such term shall not limit the Series 2022 Insurer’s right to subrogation pursuant to the Series 2022 Bond Insurance Policy.

EE. Notwithstanding anything to the contrary in the Bond Resolution, so long as the Series 2022 Insurer is insuring the Series 2022 Bonds or amounts are due to the Series 2022 Insurer, the District shall covenant to annually and timely adopt an Annual Assessment Resolution as necessary for imposing Non-Ad Valorem Assessments for each Fiscal Year in an amount sufficient to (i) satisfy the Annual Debt Service Requirement in such Fiscal Year (amounts due on October 1 being considered due in the previous Fiscal Year for purposes of this covenant) until the Bonds have been paid in full, (ii) to cure any deficiency in any account of the Reserve Fund, including the Series 2022 Reserve Account and (ii) to pay any Reimbursement Obligations.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this resolution should be held to be

contrary to any express provision of law or to be contrary to the policy of express law, though not expressly prohibited, or to be against public policy, or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of, and in no way affect the validity of, all the other provisions of the Master Resolution or this Resolution or of the Series 2022 Bonds.

SECTION 7.02 REPEALING CLAUSE. All resolutions of the District, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 7.01 EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Carter, who moved its adoption. The motion was seconded by Commissioner Bennett and being put to vote, the vote was as follows:

Commissioner Melissa Barry	AYE MB
Commissioner Robert Bennett	AYE RJB
Commissioner Linda Carter	AYE LRC
Commissioner Debra Cooper	AYE DEC
Commissioner Lucia Sherman	AYE YS

DULY PASSED AND ADOPTED on the 26th day of April, 2022.

LEHIGH ACRES FIRE CONTROL AND
RESCUE DISTRICT

Debra Cooper
Debra Cooper, Chair

ATTESTED:

Melissa Barry
Melissa Barry, Secretary

**EXHIBIT A TO SUPPLEMENTAL RESOLUTION
OFFICIAL STATEMENT**

**EXHIBIT B TO SUPPLEMENTAL RESOLUTION
PURCHASE CONTRACT**

**EXHIBIT C TO SUPPLEMENTAL RESOLUTION
FORM OF SERIES 2022 BONDS**

No. R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
LEHIGH ACRES**

**FIRE CONTROL AND RESCUE DISTRICT
NON-AD VALOREM ASSESSMENT REVENUE BONDS
SERIES 2022**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	_____, ____	_____, 2022	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Lehigh Acres Fire Control and Rescue District, a body politic and corporate organized and existing under the laws of the State of Florida (the "District"), for value received, hereby promises to pay, solely from the Pledged Revenues hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest Date to which interest has been paid at the Interest Rate per annum identified above on April 1 and October 1 of each year commencing October 1, 2022 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The principal of and redemption premium, if applicable, on this Bond is payable upon presentation and surrender of this Bond at the designated office of Synovus Bank, as Paying Agent. Interest payable on this Bond on any interest date will be paid by check or draft of the Paying Agent to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date, or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. In the event the interest payable on this Bond is not punctually paid or duly provided for by the District on

such Interest Date, such defaulted interest will be paid to the Registered Holder in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten days preceding such special record date. All payments of principal of and redemption premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$[] (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of (i) financing a portion of the costs of the acquisition and construction of four fire station facilities and a training tower, the renovation of existing stations, and the acquisition of other equipment for the District's fire protection and emergency rescue and medical services, (ii) paying the premium for a reserve fund insurance policy to satisfy the reserve requirement with respect to the Bonds, and (iii) paying certain costs and expenses relating to the issuance of the Bonds, including paying the premium for an insurance policy to be issued concurrently with the issuance of Bonds, under the authority of and in full compliance with the Constitution and Laws of the State of Florida (the "State"), including particularly, Chapter 2000-406, Laws of Florida, and Chapter 191 Florida Statutes, and other applicable provisions of law (collectively, the "Act") and Resolution No. 20-10-01 duly adopted by the Board of Commissioners of the District (the "Board") on October 27, 2020, as supplemented and amended by Resolution No. 22-04-01 adopted by the Board on April 13, 2022 and by Resolution No. 22-04-[] adopted by the Board on [], 20__], as may be amended and supplemented from time to time (the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured, on a parity with any Additional Parity Obligations hereafter issued, by an irrevocable pledge of and lien upon the Pledged Revenues. Pledged Revenues consist of (i) the Non-Ad Valorem Assessments and (ii) moneys on deposit in the funds and accounts established under the Bond Resolution and investment earnings thereon.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE DISTRICT, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, TO THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND, OR FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE DISTRICT, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE SECURED SOLELY BY AND BE PAYABLE SOLELY FROM, THE PLEDGED REVENUES.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the District kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The District, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The District and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owners of the Bonds to be redeemed at such Owners' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Owners to the Registrar; provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Owners of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of the District nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the Lehigh Acres Fire Control and Rescue District has caused this Bond to be executed in its name by the manual signature of its Chair attested by the manual signature of its Secretary, and its seal to be to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of this _____ day of _____, 2022.

LEHIGH ACRES FIRE CONTROL AND
RESCUE DISTRICT

(SEAL)

By: _____
Name:
Title: Chair

ATTESTED:

By: _____
Name:
Title: Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

SYNOVUS BANK, Registrar

By: _____
Authorized Officer

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court of the Twentieth Judicial Circuit of Florida in and for Lee County, Florida, rendered on December 9, 2020.

**LEHIGH ACRES FIRE CONTROL AND
RESCUE DISTRICT**

By: _____
Chair

ASSIGNMENT

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

Insert Social Security or Other
Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as
attorneys to register the transfer of the said Bond on the books kept for registration thereof
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

NOTICE: The signature to this assignment
must correspond with the name of the
Registered Holder 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 other
identifying number of such assignee must be
supplied.

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
as joint tenants with right of
survivorship and not as tenants in

JT TEN - common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____
under Uniform Transfer to Minors Act of _____
(State)

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