

RESOLUTION NO. 2021-03

A RESOLUTION OF THE PANAMA CITY PORT AUTHORITY AUTHORIZING THE ISSUANCE BY THE AUTHORITY OF ITS COMMERCIAL NOTE (TAX-EXEMPT) IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000 AND THE SALE THEREOF TO STI INSTITUTIONAL & GOVERNMENT, INC., FOR THE PURPOSE OF FINANCING OR REFINANCING ALL OR A PART OF THE COSTS OF A CONTAINER FREIGHT STATION PROJECT AND PAYING THE RELATED COSTS OF ISSUANCE; APPROVING THE FORMS OF A COMMERCIAL NOTE (TAX-EXEMPT), AN AGREEMENT TO COMMERCIAL NOTE (TAX-EXEMPT) AND A LOAN AGREEMENT; DELEGATING TO THE CHAIRMAN, VICE CHAIRMAN OR EXECUTIVE DIRECTOR OF THE ISSUER TO EXECUTE AND DELIVER THE COMMERCIAL NOTE (TAX-EXEMPT), THE AGREEMENT TO COMMERCIAL NOTE (TAX-EXEMPT), THE LOAN AGREEMENT AND ALL OTHER AGREEMENTS RELATED THERETO; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE PANAMA CITY PORT AUTHORITY (the "Issuer") that:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Chapter 315, Florida Statutes, as amended, Chapter 2003-389, Laws of Florida, as amended, and other applicable provisions of law.

Section 2. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Loan Agreement and the Agreement (both hereinafter defined) and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Chairman, Vice Chairman or Executive Director of the Issuer.

Section 3. Authorization of Transaction. In order to obtain funds to finance or refinance all or a part of the costs of a container freight station project consisting of the construction of an approximately 70,000 square foot distribution warehouse, including fixtures, equipment and related improvements, located on the Port of Panama City at 1605 "D" Avenue, Panama City, Florida, to be owned by the Issuer and leased to common or charter carriers which serve the general public, or otherwise utilized by the Issuer to handle cargo (collectively, the "Project"), the Issuer is authorized to obtain a loan (the "Loan") in a principal amount not to exceed \$3,000,000 (the "Loan Amount") from STI Institutional & Government, Inc., a Delaware general business corporation (the "Lender"), maturing not later than fifteen (15) years from the date of the closing of the issuance of the Commercial Note (Tax-Exempt), pursuant to the terms provided in the form Commercial Note (Tax-Exempt) (the "Note") attached as Exhibit "A" hereto.

Because of prevailing and anticipated market conditions and the nature of the Loan and the revenues to pledged as repayment therefor, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the Issuer to accept the

terms of the Loan from the Lender in the principal amount of the Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement (as hereinafter defined) and the Agreement and as determined by the Authorized Signatory executing the Loan Agreement, the Note and the Agreement to Commercial Note (Tax-Exempt) in accordance with the terms hereof.

Prior to its execution and delivery of the Loan Documents, as hereinafter defined, the Issuer shall have received from the Lender a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(3), Florida Statutes, and no further disclosure is or shall be required by the Issuer.

Section 4. The Loan Agreement, the Agreement and the Note. The Issuer is authorized to execute a Loan Agreement with the Lender in substantially the form attached hereto as Exhibit "B" (the "Loan Agreement") and an Agreement To Commercial Note (Tax-Exempt) with the Lender in substantially the form attached hereto as Exhibit "C" (the "Agreement"), and to make and deliver to the Lender the Issuer's Note substantially the in the form attached hereto as Exhibit "A" (the "Note"). The forms and terms of the Loan Agreement, the Agreement and the Note (collectively, the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory, executing the same, such approval to be conclusively evidenced by the execution thereof by an Authorized Signatory.

Section 5. Pledge. The payment of the principal of, premium, if any, and interest under the Note and other payments due under the Loan Agreement and the Agreement shall be secured forthwith equally and ratably by an irrevocable lien on the Collateral described in the Note, all in the manner and to the extent provided in the Note and in the Loan Agreement and the Agreement. The Issuer does hereby irrevocably pledge such Collateral to the payment of the principal of, premium, if any, and interest on the Note and other payments due under the Loan Agreement and the Agreement, to the extent and in the manner described therein. The Note shall constitute an additional Parity Obligation under the Line of Credit Agreement dated as of June 1, 2007 among the Issuer, SunTrust Leasing Corp. and Truist Bank (as successor by merger to SunTrust Bank).

Section 6. TEFRA Hearing and Approval. On April 1, 2021, the Issuer published notice of a public hearing (a "TEFRA Notice") relating to a public hearing (a "TEFRA Hearing") in *The News Herald* regarding the location and nature of the Project and proposed issuance of the Note by the Issuer in accordance with the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). The affidavit of the publisher in proof of publication of the TEFRA Notice is attached hereto as Exhibit "D" and incorporated herein.

On April 8, 2021, the TEFRA Hearing was held by the Issuer, upon public notice published in a newspaper of general circulation in the City of Panama City, Florida (the "City") as described above, at least 7 days prior to the scheduled date of such public hearing, at which hearing members of the public were afforded reasonable opportunity to be heard on all matters pertaining to the location and nature of the proposed Project; the public hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issue of the Note and the location and nature of the Project, and was held in a location which, under the

facts and circumstances, was convenient for residents of the City; the notice was reasonably designed to inform residents of the affected governmental units, including the City, of the proposed issue, stated that the Issuer would be the issuer of the Note and the time and place for the hearing and contained the information required by the Code; and the 7-day period was adequate for notice to be brought to the attention of all interested persons, equals or exceeds the normal periods for notices of public hearings conducted by the Issuer and various agencies of the State, and provided sufficient time for interested persons to prepare for and to express their views at such hearing.

The Issuer requests the City Commission of the City to approve, for purposes of Section 147(f) of the Code and other applicable provisions of law, the issuance of the Note for the purpose of financing or refinancing all or a part of the costs of the Project and paying the related costs of issuance.

Section 7. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 8. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 9. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the Loan Documents as provided hereby and the secretary or such other Authorized Signatory is hereby authorized to attest any such signatures on any such documents and to affix the Issuer's seal thereto to the extent required by such documents. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the Issuer as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution.

Section 10. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and duly adopted in public session of the Panama City Port Authority on the 8th day of April, 2021.

(SEAL)

PANAMA CITY PORT AUTHORITY

By: *[Signature]*
Chairman

ATTESTED:

By: *R. Shelley Husband*
Name: *R. Shelley Husband*
Title: *Administrative Director*



EXHIBIT "A" TO RESOLUTION
FORM OF COMMERCIAL NOTE (TAX-EXEMPT)

EXHIBIT "B" TO RESOLUTION
FORM OF LOAN AGREEMENT

EXHIBIT "C" TO RESOLUTION

FORM OF AGREEMENT TO COMMERCIAL NOTE (TAX-EXEMPT)

EXHIBIT "D" TO RESOLUTION

PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING