

**Percy R. Aguila, Jr.**  
Senior Vice President  
Corporate Banking  
Tel: 305.818.8661  
E-mail: [PAguila@bankunited.com](mailto:PAguila@bankunited.com)

**Anthony Fulchi**  
Vice President  
Corporate Banking  
Tel: 305.698.4195  
E-Mail: [AFulchi@bankunited.com](mailto:AFulchi@bankunited.com)

**BankUnited, N.A.**  
7765 NW 148<sup>th</sup> Street  
Miami Lakes, FL 33016

**BankUnited, N.A.**  
7765 NW 148<sup>th</sup> Street  
Miami Lakes, FL 33016



Edward Pidermann  
Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

January 31, 2020

**RE: Taxable Non-Revolving Line of Credit, Series 2020 Note**

BankUnited, N.A. (the "Bank") is pleased to provide this Term Sheet outlining the basic terms and conditions currently being contemplated for the proposed extension of credit applicable to the RFP for a bank qualified, taxable non-revolving Line of Credit. This Term Sheet is subject to final credit approval and documentation pursuant to the following:

**Borrower:** Town of Miami Lakes, Florida (the "Town" or "Borrower").

**Amount:** Not to exceed \$15,000,000 in total (the "Series 2020 Note Amount").

**Lender:** BankUnited, N.A. or its affiliate, Bridge Funding Group, Inc. (the "Bank" or "Lender").

**Facility:** The obligation will be a non-revolving line of credit in an amount not to exceed the Series 2020 Note Amount (the "Series 2020 Note").

**Closing Date:** On or about March 6, 2020 (the "Closing Date") or as otherwise mutually agreed upon by the Borrower and the Lender, but no later than March 31, 2020.

**Purpose/Use of Proceeds:** The Series 2020 Note will be used to provide liquidity to the Town for the response to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the financing of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and General Fund cash-flow relief and to pay for related costs of issuance, including but not limited to financial advisory fees, commitment fees of the Bank, and fees of counsel representing the Bank.

**Security:** The Series 2020 Note shall be secured by the Town's covenant to budget and appropriate from legally available Non-Ad Valorem Revenues and may also be payable from, but shall not be secured by, federal, state, Town or municipal grant moneys, receipts or reimbursements relative to expenses incurred by the Town, immediately preceding, during and following a disaster.

**Draw Period** Thirty-two (32) months from closing.

**Principal & Interest Payments:**

Following the 32-month Draw Period, the then outstanding principal balance will be subject to a 6-month interest only payment starting June 1<sup>st</sup> 2023 and going forward it will be subject to semi-annual principal and interest payments.

Following the 6-month interest only period, semi-annual Principal and Interest Payments (on each June 1 and December 1) to maturity or earlier prepayment based on a 7-year amortization period. The first Principal and Interest payment will be on Dec 1, 2023.

**Term/Maturity:**

The Series 2020 Note shall be for a term that extends to a final maturity of December 1, 2029. This consists of the 32-month draw period, and the 7-year amortization period from December 1, 2022 through December 1, 2029, which includes a 6 month interest only period on the first payment of June 1, 2023.

MINIMUM DRAWS AMOUNTS WILL BE IN NO LESS THAN \$500,000. DRAWS ARE ALSO LIMITED TO ONE DRAW PER MONTH.

**Interest Rate:**

Draw Period/Interest Only Period—Between the Closing Date and , November 30, 2022, any draws on the Series 2020 Note will carry an interest rate, to be established by the Lender, based on the lower of the 5-year Treasury plus 1.65%, or 3.10%.

7-year Amortization Period—Between December 1, 2022 and December 1, 2029, any outstanding principal on the Series 2020 Note will carry an interest rate, to be established by the Lender, based on the lower of the 5-year Treasury plus 1.65%, or 3.10%.

**Day Count Method:**

Interest will be calculated based on a 360-day year, consisting of twelve 30-day months.

**Optional Prepayment:**

Upon ten (10) business days written notice to the Bank, the Series 2020 Note is prepayable (without penalty or premium) on any Interest Payment Date prior to maturity at the option of the Town, in whole or in part, at a redemption price equal to the principal amount of the Series 2020 Note to be redeemed, plus accrued interest thereon to the date of redemption.

**Other**

**Prepayment:**

To the extent the Town shall receive Federal, State, or County grant moneys, receipts and reimbursements, if any, in connection with an emergency event, the Town shall, as soon as practicable, upon providing not less than ten (10) business days written notice to the Lender, apply such moneys to prepay at par an allocable portion of the principal of the Series 2020 Note, without premium, together with accrued and unpaid interest thereon to the date of prepayment.

**Lender Counsel:**

BankUnited will be represented by Bank Counsel to be disclosed to the Town upon acceptance of this Term Sheet. Bank counsel fees (including expenses) for the Series 2020 Note are not expected to exceed \$10,000.

**Deposit & Accounts:**

BankUnited is a Qualified Public Depository, as defined by the State of Florida and pursuant to Chapter 280, Florida Statutes and shall continue to be designated as such by the Town.

**Commitment Fees:**

Payable at closing, \$30,000.

<b>Unutilized Fees:</b>	None.								
<b>Negative Covenants:</b>	The Town covenants that it shall only use the funds loaned from the Series 2020 Note to pay or reimburse itself for the costs associated with an emergency event and to pay the costs of issuance.								
<b>Financial Covenants:</b>	Based on Non-Ad Valorem Revenues, an Anti-Dilution Test of 1.25 times as applicable to additional borrowings and parity debt obligations of the Town.								
<b>Extension of Term of Agreement:</b>	<b>Not later than 90 days prior to the expiration date of the Line of Credit, the Town may by written notice to Bank United request that the Line of Credit be renewed/extended. Bank United shall have the right to accept or reject any such request in its sole and absolute discretion.</b>								
<b>Additional Conditions:</b>	The Lender hereby notifies the Town that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Bank to identify the Town in accordance with the Patriot Act. The Town hereby agrees that it shall promptly provide such information upon request by the Bank.								
<b>Default Rate:</b>	Upon the occurrence of an Event of Default, the interest rate on the Series 2020 Note shall be adjusted to the existing interest rate on the Series 2020 Note plus three percent (3.00%) per annum (the "Default Rate").								
<b>Default &amp; Remedies:</b>	As provided for and consistent with the Town's outstanding debt.								
<b>Annual Reporting Requirements:</b>	<p>(1) The Town shall deliver its annual audited financial statements to the Bank within 270 calendar days after the end of its fiscal year.</p> <p>(2) The Town shall provide to the Bank its operating budget and multi-year capital budget on annual basis, within 30 days after the start of the fiscal year for which the respective documents have been adopted and approved.</p>								
<b>Governing Law:</b>	All aspects of the Series 2020 Note being discussed, including this Term Sheet, and any related financing documents would be governed by the laws of the State of Florida.								
<b>Expiration:</b>	Unless the Town notifies Bank United that the Town Manager will proceed with the recommendation of this proposal subject to Town Counsel approval, this Term Sheet expires March 1, 2020.								
<b>Bank Credit Ratings:</b>	<table> <tr> <td></td><td><u>Moody's</u></td></tr> <tr> <td>Deposit Rating</td><td>A3</td></tr> <tr> <td>Senior Debt Rating</td><td>Baa3</td></tr> <tr> <td>Outlook</td><td>Stable</td></tr> </table>		<u>Moody's</u>	Deposit Rating	A3	Senior Debt Rating	Baa3	Outlook	Stable
	<u>Moody's</u>								
Deposit Rating	A3								
Senior Debt Rating	Baa3								
Outlook	Stable								

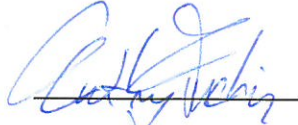
**Acceptance:**

On behalf of BankUnited, we sincerely thank you for the opportunity to service your financing needs. Should you wish to proceed with obtaining final credit approval under the general terms and conditions outlined herein please acknowledge your acceptance by signing below and returning one original signed document.

Very truly yours,

A blue ink signature of Percy R. Aguila, Jr. written over a horizontal line.

Percy R. Aguila, Jr.  
Senior Vice President

A blue ink signature of Anthony Fulchi written over a horizontal line.

Anthony Fulchi  
Vice President

**ACCEPTED:**

**Town of Miami Lakes, FLORIDA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Cc: \_\_\_\_\_