
M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: TRASH TRUCK PURCHASE
DATE: 11/22/2021

Attached is a copy of the resolution from the finance company for the purchase of the new trash truck. As approved in the FY22 Budget, the City canceled the contract for the outside vendor to collect recycling within the city and will begin providing these services directly. The purchase of this truck will allow the city to resume recycle curbside collection beginning January 3, 2022.

We were able to obtain financing for this unit with the help of the Florida League of Cities. They have provided the resolution for this purchase and closing is scheduled for December 9th. Please let me know if there are any questions.

RESOLUTION NO. 21-22

A RESOLUTION OF THE CITY OF ST. AUGUSTINE BEACH ,
FLORIDA, AUTHORIZING THE LEASE PURCHASE
FINANCING OF THE ACQUISITION AND INSTALLATION OF
CERTAIN EQUIPMENT HEREIN DESCRIBED; AUTHORIZING
THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BE
NECESSARY TO COMPLETE THE TRANSACTIONS
CONTEMPLATED HEREBY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Florida League of Cities, Inc. (the "Sponsor") is a Florida not-profit corporation; and

WHEREAS, the Sponsor has determined that there is substantial need within the State for a lease-purchase financing program (the "Program") which will provide or otherwise arrange for the lease-purchase financing of qualifying equipment for participating local governments; and

WHEREAS, the Sponsor has determined that the public interest will best be served and can be more advantageously obtained by the Sponsor's administering the Program; and

WHEREAS, the City of St. Augustine Beach, Florida (the "Lessee") is authorized pursuant to the hereinafter defined Act to lease, acquire and install personal property, and to finance the same, in order to minimize the costs of the Lessee's operations; and

WHEREAS, the Lessee desires the Sponsor facilitate the lease-purchase financing of the Equipment; and

WHEREAS, the Lessee deems it necessary, desirable and in the best financial interest of the Lessee and its inhabitants that it enter into, a Lease Supplement by and among the Lessee, Truist Bank, (the "Lender") and the Sponsor (the "Agreement"), subject to the terms and conditions thereof and for the purposes set forth therein, to provide for the lease and purchase from time to time of equipment essential to the governmental, municipal or public purposes or functions of the Lessee or to the services the Lessee provides its inhabitants; and

WHEREAS, the Lessee has an immediate need for a new garbage truck (the "Equipment") for the welfare of its citizens, and it is in the best financial interest of the Lessee that the Equipment be leased pursuant to the Agreement; and

WHEREAS, obligations of Lessee will be subject to annual appropriation; and

WHEREAS, the Lessee is authorized and empowered by the Act to enter into transactions such as those contemplated by the Agreement and to fully perform its obligations thereunder in order to lease purchase the Equipment; and

WHEREAS, the small size of the lease financing, current market conditions and other circumstances require that the Agreement and the leases of equipment thereunder be entered into pursuant to a private negotiated transaction rather than offered by competitive bid; and

WHEREAS, the Lessee now desires to (i) authorize and approve the form of the Agreement, any exhibits attached thereto, and any other related documents, (collectively, the "Financing Documents"), (ii) the execution and delivery of the Financing Documents and (iii) provide additional limited general authority.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AS FOLLOWS:

Section 1. Authority for Resolution. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the charter of the Lessee, and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Agreement.

Section 3. Findings. It is hereby ascertained, determined and declared that:

(a) Pursuant to Article VII, Section 12 of the Constitution of the State of Florida the Lessee may execute and deliver lease/purchase agreements payable from legally available sources (including ad valorem taxation) without approval by a vote of the electors if the Lessee is not legally obligated beyond 12 months.

(b) The Agreement does not legally obligate the Lessee beyond 12 months, because it is subject to annual appropriation in the manner and to the extent described therein, and the Lessee's obligation under the Agreement constitutes a current expense and shall in no way be construed to be a debt of the Lessee.

(c) The Lessee deems it a public purpose and deems it necessary, beneficial and in its best interest to provide for the execution and delivery of the Financing Documents to finance the lease purchase of the Equipment.

(d) The costs associated with the execution and delivery of the Agreement shall be deemed to include legal fees and expenses, financial advisory fees and expenses, and such other expenses as may be necessary or incidental for the lease-purchase financing herein authorized.

Section 4. Authorization of Lease-Purchase Financing and Financing Documents.

(a) The Lessee is hereby authorized to execute and deliver the Financing Documents, provided that the aggregate principal amount of all lease payments shall not exceed \$193,500.00; the term of the Lease shall end on or before December 9, 2026 and the interest rate component of the lease payments shall not exceed 1.46%.

(b) Because of the characteristics of the Agreement, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Agreement, it is in the best interest of the Lessee to execute and deliver the Agreement in a private negotiated transaction. Prior to the execution and delivery of the Agreement, only to the extent required by the Act, the Lessee shall receive a Disclosure Letter from the Lender containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit A.

(c) The Financing Documents, substantially in the forms attached hereto as composite Exhibit B, are hereby approved, with such omissions, insertions and variations as may be approved on behalf of the Lessee by the Mayor, after consultation with the Chief Financial Officer, and the Lessee Attorney, such approval to be evidenced conclusively by the Mayor's execution thereof. The Mayor is hereby authorized to execute and deliver the Agreement, substantially in the form attached hereto as composite Exhibit B, to be attested under seal by the Clerk, approved as to substance by the Chief Financial Officer, and for the Lessee Attorney to designate such Financing Documents legal in form and valid as drawn.

(d) The Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Lessee and any subordinate entities of the Lessee and any issuer of "tax-exempt" debt that issues "on behalf of" the Lessee do not reasonably expect during the current calendar year to issue more than \$10,000,000 of "tax-exempt" obligations

including the tax-exempt Lease, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 5. Additional Authorizations; No Personal Liability. The Mayor, City Manager, Lessee Attorney, the Clerk, the Chief Financial Officer, Bond Counsel and such other officers, employees and agents of the Lessee as may be designated by the Lessee, are each designated as agents of the Lessee and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents and contracts on behalf of the Lessee that are necessary or desirable in connection with the requirements hereof or with the execution and delivery of the Financing Documents and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the transaction contemplated hereunder. Such officers and those so designated are hereby charged with the responsibility for executing the Financing Documents and financing the lease purchase of the Equipment.

No covenant, stipulation, obligation or agreement contained in this Resolution or the Financing Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Lessee in his or her individual capacity, and neither the members of the City Council nor any person executing the Financing Documents shall be liable personally on the Agreement or shall be subject to any personal liability or accountability by reason of the execution and delivery of the Financing Documents.

Section 6. Prerequisites Performed. The Lessee has performed all acts, conditions, and things relating to the lease purchase of the Equipment as are required by the Act.

Section 7. Prior Actions. The prior actions of the Lessee relating to the transactions contemplated hereunder, as well as all related subject matters and processes, are hereby ratified and affirmed.

Section 8. 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 9. Conflicts. All resolutions of the Lessee or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 6th day of December, 2021.

[SEAL]

ATTEST:

Mayor

Clerk

EXHIBIT A

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the _____, Florida (the "Lessee") for the execution and delivery of the Agreement, as such term is defined in a resolution adopted by Lessee on _____, 20__ (the "Resolution"). Prior to the execution and delivery of the Agreement, the following information is hereby furnished to the Lessee:

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

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the execution and delivery of the Agreement 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 Lessee, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Lessee and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lender.

3. The amount of the upfront fee or spread expected to be realized by the Lender is \$_____.

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

5. Truth-in-Bonding Statement:

The Agreement is being executed and delivered to fund the cost of the lease purchase of the Equipment, as such term is defined in the Resolution.

The Agreement is payable from lawful funds of the Lessee, subject to annual appropriation, in the manner and to the extent described in the Agreement. Execution and delivery of the Agreement is estimated to result in a maximum of \$_____ of revenues of the Lessee not being available to finance other services of the Lessee in each year during the life of the Agreement.

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

Truist Bank
5130 Parkway Plaza Blvd.
Charlotte, NC 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lender this ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

EXHIBIT B

**FORM OF FINANCING DOCUMENTS, INCLUDING
LEASE SUPPLEMENT**

Truist Bank

Financing for the City of St. Augustine Beach, Florida -- Document Checklist

- 1) Lease Supplement
 - a) Schedule of Property No. 2
 - i) Exhibit A-1: Rental Payment Schedule
 - b) Acceptance Certificate
 - c) General Certificate of Lessee
 - d) Opinion of Lessee's Counsel
- 2) Copy of Resolution approving financing
- 3) IRS Form 8038-G
- 4) Disclosure Letter to Resolution
- 5) Copy of Invoice and Certificate of Origin/Title
- 6) Truist Wire Transfer Agreement
- 7) Executed Attorney Opinion Letter

Schedule of Property No. 2

Re: Master Equipment Lease/Purchase Agreement, dated as of December 11, 2018 among Truist Bank (f/k/a Branch Banking and Trust Company), as Lender, Florida League of Cities, Inc., as Sponsor and City of St. Augustine Beach, Florida, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Agreement.

<u>Quantity</u>	<u>Description</u>	<u>Serial No.</u>	<u>Model No.</u>	<u>Location</u>
One (1)	Rear Loader	3ALHCYFE3MDMY5688		

3. Payment Schedule.

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which sufficient moneys to purchase the Equipment are deposited for that purpose under the Acquisition Fund Agreement, if any, or made available to the Lessee, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule). After payment of the applicable Purchase Price, plus all other amounts then due and owing under the Lease, the Lessee will own the related Equipment, free and clear of any obligations under the related Lease.

4. Representations, Warranties and Covenants. The Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule. The Lessee further represents and warrants that no material adverse change in the Lessee's financial condition has occurred since the date of the Agreement.

5. The Lease. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. The maximum Lease Term, subject to annual appropriation, is 60 months.

Dated: December 9, 2021.

Lender:
Truist Bank

Lessee: CITY OF ST. AUGUSTINE BEACH,
FLORIDA

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

(Seal)

Attest:

By: _____

Printed Name: _____

Title: _____

Exhibit A-1

Rental Payment Schedule

Rental Payment Date (_____)	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price*
(see attached schedule)				

For purposes of this Lease, "taxable rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 1.86%.

* The Purchase Option Commencement Date shall be December 9, 2021. The Purchase Price is payable only in whole on any date on or after the Purchase Option Commencement Date and the Purchase Price payable is the amount equal to the aggregate principal portion of the remaining Rental Payments after payment of the Rental Payment payable on such Rental Payment date.

In addition to the Purchase Price, a premium of 0% of the Purchase Price shall be payable on any date.

Lessee:

CITY OF ST. AUGUSTINE BEACH, FLORIDA

By: _____

Printed Name: _____

Title: _____

St Augustine Beach, FL Customer No. 9909000006 NAICS: 921140

One (1) Garbage Truck Note No. 00004

Dated Date 12/9/2021

Delivery
Date 12/9/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/9/2021						193,500.00	193,500.00
12/9/2022	37,586.34	1.460%	2,825.10	40,411.44		155,913.66	155,913.66
9/30/2023					40,411.44	155,913.66	155,913.66
12/9/2023	38,135.10	1.460%	2,276.34	40,411.44		117,778.56	117,778.56
9/30/2024					40,411.44	117,778.56	117,778.56
12/9/2024	38,691.87	1.460%	1,719.57	40,411.44		79,086.69	79,086.69
9/30/2025					40,411.44	79,086.69	79,086.69
12/9/2025	39,256.77	1.460%	1,154.67	40,411.44		39,829.92	39,829.92
9/30/2026					40,411.44	39,829.92	39,829.92
12/9/2026	39,829.92	1.460%	581.52	40,411.44			
9/30/2027					40,411.44		
	193,500.00		8,557.19	202,057.19	202,057.19		

Acceptance Certificate

Truist Bank
5130 Parkway Plaza Blvd
Charlotte, NC 28217

Re: Schedule of Property No. 2, dated December 9, 2021, to Master Equipment Lease/Purchase Agreement, dated as of December 11, 2018, among Truist Bank, as Lender, Florida League of Cities, Inc., as Sponsor and the City of St. Augustine Beach, Florida, as Lessee.

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with the Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. The Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. The Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: December 9, 2021

Lessee
CITY OF ST. AUGUSTINE BEACH, FLORIDA

By: _____

[Seal]

Title: _____

General Certificate of Lessee

The undersigned, Mayor and Clerk of the City St. Augustine Beach, Florida (the "Lessee"), do hereby certify, to the best of our knowledge, as follows:

A. The representations of the Lessee in that certain Master Equipment Lease/Purchase Agreement dated as of December 11, 2018 and the Schedule(s) thereunder, by and among the Lessee, Truist Bank, as Lender, and Florida League of Cities, Inc., as Sponsor (collectively, the "Lease") are true and correct in all material respects as of the date hereof. Any terms not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

B. The Lessee has performed all obligations to be performed and has satisfied all conditions on its part to be observed or satisfied under the Lease, Resolution No. _____ duly adopted by the Lessee on December 6, 2021 (the "Resolution"), as of the date hereof.

C. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of the Lessee; the authority of the Lessee or its officers or its employees to enter into the Lease, the Resolution; the proper authorization, approval and/or execution of the Lease, the Resolution[, and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of the Lessee; or the ability of the Lessee to otherwise perform its obligations under the Lease, the Resolution, and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

D. Since September 30, 2021, no material adverse change has occurred in the financial position or results of operations of the Lessee, and the Lessee has not incurred any material liabilities other than in the ordinary course of business.

E. The following listed persons are duly elected and acting officials of the Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the signatures set opposite thereto are the genuine signatures of such persons:

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. The Officials are duly authorized, on behalf of the Lessee, to negotiate, execute and deliver the Lease and the Lease is binding and authorized agreements of the Lessee, enforceable in all respects in accordance with their terms.

G. The Equipment described in the Lease is essential to the governmental, municipal or public purposes or functions of the Lessee or to the services the Lessee provides its citizens.

H. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by the Lessee only for the purpose of performing one or more of the Lessee's governmental or proprietary functions permitted under the Act.

I. The Acquisition Amount and all investment earnings thereon will be used to pay Equipment Costs, including costs incurred in connection with the execution and delivery of the Lease. All of such costs will be incurred and expenditures made subsequent to the date hereof, except for reimbursement to the Lessee for amounts (i) paid not more than 60 days prior to the date hereof, (ii) representing engineering, design and similar preliminary expenses in an aggregate amount not exceeding 20% of the Acquisition Amount, or (iii) otherwise in an amount not exceeding 5% percent of the Acquisition Amount. All expenditures to be reimbursed occurred not more than 18 months prior to the date hereof. None of the Equipment was placed in service more than one year before the date hereof.

J. The Lessee has designated the Lessee's obligations under the Lease as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code. The aggregate amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code), including the Lessee's obligations under the Lease, issued and reasonably expected as of the date hereof to be issued in calendar year 2021 by (i) the Lessee, (ii) all entities on behalf of which the Lessee issues tax-exempt obligations, and (iii) all governmental units that are "subordinate" to the Lessee, within the meaning of Section 265(b)(3) of the Code, and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The Lessee has no reason to believe that the Lessee and such other entities will issue tax-exempt obligations in 2021 in an aggregate amount that will exceed such \$10,000,000 limit.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of the Lessee, this 9th day of December 2021.

(SEAL)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Wire Transfer Agreement

This Wire Transfer Agreement is dated as of December 9, 2021 (this "Agreement") and is by and between the CITY OF ST. AUGUSTINE BEACH, FLORIDA, a municipality existing under the laws of the State of Florida (the "Lessee") and TRUIST BANK ("LENDER").

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Agreement, executing and delivering (a) a Lease Supplement dated as of the date hereof (the "Purchase Agreement") among the Lessee, the Florida League of Cities, Inc., and LENDER. The purpose of the Purchase Agreement is to provide for LENDER's advance of \$193,500.00 to the Lessee to enable the Lessee to finance a new garbage truck, and to pay related financing costs.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, LENDER and the Lessee hereby agree to the following:

Section 1. Wire Transfer Requirements. In the event a wire transfer is made by LENDER to disburse funds as contemplated by the Purchase Agreement (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to LENDER by a representative of the Lessee, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel, or the Lessee's financial advisor

Section 2. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to LENDER in person by a representative of the Lessee, LENDER shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to LENDER. The Lessee shall not disclose, or allow to be disclosed, such LENDER verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify LENDER immediately.

Section 3. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to LENDER by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by LENDER (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that LENDER may make payment on the basis of the account number alone, that LENDER is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 4. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, LENDER shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by LENDER, and shall report to LENDER in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. LENDER and the Lessee agree that ten (10) business days is a reasonable time for the detection and reporting to LENDER of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from LENDER if such wire transfer identified in the written confirmation was actually made by LENDER. For the avoidance of doubt, any such writings can be provided electronically.

Section 5. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 2, it shall be binding on the Lessee if LENDER acted in good faith in making such Disbursement.

Section 6. Recordation. LENDER may record any telephone conversation between LENDER and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. LENDER may retain such recordings for as long as LENDER may deem necessary.

Section 7. Indemnification and Hold Harmless. If LENDER complies with the provisions of this Agreement, the Lessee agrees that LENDER shall not be responsible for any communication or miscommunication by a representative of the Lessee, and the Lessee further agrees to indemnify, to the extent allowed by law, LENDER and hold LENDER harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Purchase Agreement or the Acquisition Fund Agreement.

Section 8. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of LENDER and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

**CITY OF ST. AUGUSTINE BEACH,
FLORIDA**

[SEAL]

By: _____

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

TRUIST BANK

By: _____

Name: _____

Title: _____

WIRE TRANSFER AGREEMENT, DATED AS OF DECEMBER 9, 2021