

**NOT TO EXCEED \$10,000,000**  
**CITY OF COOPER CITY, FLORIDA**  
**EMERGENCY LINE OF CREDIT REVOLVING NOTE**  
**SERIES 2024**

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December 13, 2024

CLOSING DOCUMENTS

1. (a) Approving Opinion of Bryant Miller Olive P.A.  
(b) Reliance Letter
2. Opinion of Goren, Cherof, Doody & Ezrol, P.A., City Attorney
3. Line of Credit Agreement dated December 13, 2024
4. (a) Tax Certificate  
(b) IRS Form 8038-G
5. Receipt for Note
6. Certificate of City as to Signatures, No Litigation, and Other Matters
7. Certified Copy of Resolution No. 24\_\_\_\_, adopted December 10, 2024
8. Certificate as to Public Meetings
9. Bank's Certificate
10. Disclosure Letter
11. (a) Series 2024 Note  
(b) Cancelled 2019 Note
12. (a) Notice of Sale to Division of Bond Finance  
(b) Division of Bond Finance Forms 2003 and 2004-B
13. Affidavit of Compliance with Anti-Human Trafficking Laws
14. Anti-Corruption Law Compliance Certificate and Agreement

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DISTRIBUTION:

- (1) City of Cooper City, Florida
- (1) Goren, Cherof, Doody & Ezrol, P.A., City Attorney
- (1) Bryant Miller Olive P.A.
- (1) TD Bank, N.A.
- (1) Holland & Knight LLP

December 13, 2024

City Commission  
City of Cooper City  
Cooper City, Florida

Not to Exceed \$10,000,000  
City of Cooper City, Florida  
Emergency Line of Credit Revolving Note, Series 2024

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Cooper City, Florida (the "Issuer") in connection with the issuance by the Issuer of its not to exceed \$10,000,000 Emergency Line of Credit Revolving Note, Series 2024 (the "Note"), pursuant to and under the authority of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Issuer's Charter, and other applicable provisions of law, and Resolution No. 24-\_\_\_ adopted by the City Commission of the Issuer on December 10, 2024 (the "Resolution") and the Line of Credit Agreement dated as of December 13, 2024 (the "Line of Credit Agreement"). In such capacity, we have examined such law and certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. Any capitalized undefined terms used herein shall have the meanings set forth in the Resolution or the Line of Credit Agreement.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Resolution, the Line of Credit Agreement, and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies.

In rendering this opinion, we have examined and relied upon the opinion of even date herewith of Goren, Cherof, Doody & Ezrol, P.A., Issuer's Counsel, as to the due creation and valid existence of the Issuer, the due adoption of the Resolution, and the due execution and delivery of the Line of Credit Agreement and the Note and the compliance by the Issuer with all conditions contained in ordinances and resolutions of the Issuer precedent to the issuance of the Note.

The Note is payable primarily from the Pledged Revenues consisting of FEMA and State Proceeds and a covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues of the Issuer as needed. Legally Available Non-Ad Valorem Revenues are defined in the Line of Credit Agreement to consist of all revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the Issuer for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, or which are legally mandated by applicable law.

The Note does not constitute a general obligation or indebtedness of the Issuer within the meaning of any constitutional, statutory or other limitation of indebtedness and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the Issuer or taxation in any form on any real or personal property for the payment of the principal or interest on the Note.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida, the federal income tax laws of the United States of America, and the Securities Act of 1933 and the Trust Indenture Act of 1939.

Based on our examination, we are of the opinion, that, under existing law:

1. The Resolution and the Line of Credit Agreement constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms.
2. The Note is a valid and binding limited obligation of the Issuer enforceable in accordance with its terms, payable solely from the Pledged Revenues and Legally Available Non-Ad Valorem Revenues in the manner and to the extent provided in the Line of Credit Agreement.
3. The Line of Credit Agreement creates an obligation of the Issuer to appropriate in its annual budget amounts from the Legally Available Non-Ad Valorem Revenues of the Issuer, sufficient to satisfy the annual debt service to the extent provided in the Line of Credit Agreement and creates a valid lien on the Pledged Revenues.
4. Interest on the Note is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Note may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Internal Revenue Code of 1986, as amended (the "Code"). The opinion set forth in the preceding sentence is subject to the condition that the Issuer complies with all

requirements of the Code that must be satisfied subsequent to the issuance of the Note in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted in the Line of Credit Agreement to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Note to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Note.

We render this opinion in reliance upon federal tax law and interpretations thereof in effect on the date of the issuance of the Note. We note that pursuant to Internal Revenue Service Notice 2010-81, each advance under the Line of Credit Agreement is a draw of principal on the Note and is therefore treated as a separate bond, issued on the date on which the Issuer receives the purchase price (the proceeds of such Advance). Accordingly, the treatment for federal income tax purposes of interest on such Advances of principal of the Note after the date hereof may be subject to changes in federal income tax law. We specifically express no opinion as to the impact of changes in federal income tax law on the exclusion from gross income of interest on Advances of principal of the Note after the date hereof and assume no duty to update this opinion or provide notice of changes in federal tax law or the impact thereof on the opinions rendered thereby.

5. The Note is exempt from registration under the Securities Act of 1933, as amended, and the Line of Credit Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended.

It is to be understood that the rights of the owner of the Note and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of any other offering material relating to the Note. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Note. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Issuer or any other entity with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Note or regarding the perfection or priority of the lien on the Legally Available Non-Ad Valorem Revenues appropriated in its budget for the security of the Note. Further, we express no opinion regarding federal income or state tax consequences arising with respect to the Note other than as expressly set forth herein.

City of Cooper City, Florida

December 13, 2024

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Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

**Attorneys at Law**  
SunTrust International Center  
1 SE 3rd Avenue  
Suite 2200  
Miami, FL 33131  
Tel 305.374.7349  
Fax 305.374.0895

December 13, 2024

TD Bank, N.A.  
Coral Gables, Florida

Not to Exceed \$10,000,000  
City of Cooper City, Florida  
Emergency Line of Credit Revolving Note  
Series 2024

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Cooper City, Florida (the "Issuer") in connection with the issuance of the above-referenced Note. On even date herewith, we rendered our approving opinion to our client, the Issuer, in connection with the Note. You may rely on such approving opinion to the same extent as if such opinion were addressed to you. Delivery of this letter to you does not create an attorney-client relationship.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

[Insert on City Attorney's Letterhead]

December 13, 2024

Mayor and Members of the City Commission  
City of Cooper City, Florida

Bryant Miller Olive P.A.  
Miami, Florida

TD Bank, N.A.  
Coral Gables, Florida

Not to exceed \$10,000,000  
City of Cooper City, Florida  
Emergency Line of Credit Agreement Note  
Series 2024

Dear Ladies and Gentlemen:

We have acted as counsel to the City of Cooper City, Florida (the "Issuer"), a municipal corporation duly created, and validly existing under the laws of the State of Florida, in connection with the issuance and sale by the City of its not to exceed \$10,000,000 Emergency Line of Credit Revolving Note, Series 2024 (the "Note"), issued pursuant to Resolution No. 24-\_\_\_ adopted by the City Commission on December 10, 2024 (the "Resolution") and the Emergency Line of Credit Agreement dated as of December 13, 2024 (the "Agreement"). Any capitalized undefined terms used herein shall have the meaning set forth in the Agreement.

In giving the opinions expressed below, we do not purport to be an expert in or generally familiar with or qualified to express legal opinions based on the laws of any jurisdiction (including, but not limited to, the laws of the United States) other than the laws of the State of Florida and the Issuer.

It is our opinion that:

(1) The Issuer is a municipal corporation, duly created and validly existing and has full legal right, power and authority to adopt the Resolution and to enter into the Agreement and perform its obligations under the Resolution and the Agreement, to covenant to budget and



Mayor and Members of the City Commission

TD Bank, N.A.

Bryant Miller Olive P.A.

December 13, 2024

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appropriate from legally available Non-Ad Valorem Revenues amounts sufficient to pay principal of and interest on the Note in the manner and to the extent provided in the Resolution and to authorize, execute and deliver and to perform its obligations with respect to the Note.

(2) The Issued has duly adopted the Resolution and has duly authorized, executed and delivered the Agreement and the Note and such instruments constitute legal, binding and valid obligations of the Issuer, enforceable in accordance with their terms. The opinions set forth in paragraph (1) above and in this paragraph (2) are subject to the effect of, and restrictions and limitations imposed by or resulting from bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America.

(3) For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of any other offering material relating to the Note. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Note. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Issuer or any other entity with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Note or regarding the perfection or priority of the lien on the Non-Ad Valorem Revenues budgeted and appropriated for the security of the Note. Further, we express no opinion regarding federal income tax consequences arising with respect to the Note.

(4) To the best of our knowledge, as of the date of this opinion, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the Issuer, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Agreement, the Note, or the Issuer's covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay debt service on the Note, or contesting or affecting as to the Issuer, the validity or enforceability in any respect of the Agreement, the Note, or the Resolution, or contesting the tax-exempt status of interest on the Note, or contesting the authority for the issuance of the Note, the adoption of the Resolution or the execution and delivery by the Issuer of the Agreement or the Note, or which may materially adversely affect the financial position of the Issuer or its receipt of Non-Ad Valorem Revenues.

(5) We are not aware of any instance where the adoption of the Resolution, and the authorization, execution and delivery of the Agreement or the Note, and compliance with the provisions thereof, will conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, or ordinance to which the Issuer is subject.

Mayor and Members of the City Commission  
TD Bank, N.A.  
Bryant Miller Olive P.A.  
December 13, 2024  
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By use of the word “enforceable” in this opinion, we are not rendering any opinion as to the availability of the remedy of specific performance or other equitable relief.

All opinions expressed are limited solely to Florida law. No opinion is expressed as to the laws of any other state, nor is any opinion expressed as to the exclusion of interest on the Note from gross income for Federal income tax purposes or the exemption of interest on the Note from state taxes.

Our opinion is limited in all respects to the laws existing on the date hereof. By providing this opinion to you, we do not undertake to advise you of any changes in the law which may occur after the date hereof.

This letter is furnished solely to you in connection with the transaction described herein, and may not be quoted, furnished to or relied upon by any other person in any manner or for any purpose.

No one other than the addressees may rely upon this opinion.

Respectfully submitted,

**GOREN, CHEROF, DOODY & EZROL, P.A.**

**RECEIPT FOR NOTE**

RECEIPT IS HEREBY ACKNOWLEDGED of the following described obligation of the City of Cooper City, Florida:

Not to exceed \$10,000,000 City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024 maturing on December 15, 2027 and bearing interest at a variable rate payable quarterly.

[Remainder of page intentionally left blank]

Dated this 13th day of December, 2024.

**TD BANK, N.A.**

By: \_\_\_\_\_  
Name: Lance Aylsworth  
Title: Vice President/Senior Relationship  
Manager

[Signature Page to Receipt for Note]

**CERTIFICATE OF ISSUER AS TO  
SIGNATURES, NO LITIGATION, AND OTHER MATTERS**

The undersigned, Mayor, City Manager, City Clerk, and Chief Financial Officer, of the City of Cooper City, Florida (the "Issuer"), make the following certifications, that, in connection with the reissuance this day by the Issuer of the following described Note:

Not to exceed \$10,000,000 City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024 maturing on December 15, 2027 and bearing interest at a variable rate payable quarterly.

We HEREBY CERTIFY that:

I

The following terms in this Certificate shall have the following meanings:

"Agreement" means the Line of Credit Agreement dated December 13, 2024 by and between the Issuer and TD Bank, N.A.

"Note" means the City of Cooper City, Florida, Emergency Line of Credit Revolving Note.

"Resolution" means Resolution No. 24-\_\_\_ adopted on December 10, 2024.

Capitalized terms not defined herein shall have the meanings set forth in the Resolution.

II

The representations, warranties, covenants and agreements of the Issuer contained in the Line of Credit Agreement and the Note are true and correct in all material respects as of the date hereof.

III

The Resolution, the Line of Credit Agreement, and the Note have been duly authorized and executed and are in full force and effect.

IV

No litigation or other proceedings are pending or, to our knowledge, threatened against the Issuer in any court or other tribunal of competent jurisdiction, State or federal, in any way (i) seeking to restrain or enjoin the issuance or delivery of the Note, or (ii) in any way contesting or affecting any authority for the issuance of the Note or the validity, delivery or enforceability of the Note or the Resolution or the Line of Credit Agreement; (iii) in any way contesting the

creation, existence or powers of the Issuer or the validity or effect of the Act or any provision thereof or the application of the proceeds of the Note; or (iv) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Resolution or the Line of Credit Agreement.

V

Since September 30, 2023, no material and adverse change has occurred in the financial position or results of operations of the Issuer.

VI

Since September 30, 2023, no material adverse change has occurred in the collection of the Legally Available Non-Ad Valorem Revenues of the Issuer.

VII

The Note is signed with the manual signatures of the undersigned Mayor and the City Manager and attested by the City Clerk, who by their signatures on this Certificate adopt and ratify said signatures and approve the signing of said Note thereby. The signatures of the undersigned Mayor, City Manager, City Clerk and Chief Finance Officer are their true and correct signatures. The seal which has been impressed upon this Certificate is the legally adopted proper and only official seal of the Issuer and that such seal has been imprinted upon said Note.

VIII

The following is the correct list of the names of certain officers of the Issuer:

<u>OFFICE</u>	<u>OFFICER</u>
Mayor	James Curran
Commission Member	Ryan C. Shrouder
Commission Member	Jeremy Katzman
Commission Member	Lisa Mallozzi
Commission Member	Jason Smith

WITNESS our hands and official seal this 13th day of December, 2024.

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_  
James Curran

Mayor

\_\_\_\_\_  
Alex Rey

City Manager

\_\_\_\_\_  
Tedra Allen, CMC

City Clerk

\_\_\_\_\_  
Irwin Williams, CPA

Chief Financial Officer

(SEAL)

[Signature Page of Certificate of City as to Signatures, No Litigation and Other Matters]

**CERTIFICATE OF RECORDING OFFICER**

I HEREBY CERTIFY that:

1. I am the duly appointed, qualified and acting City Clerk of the City of Cooper City, Florida, and keeper of the records thereof, including the minutes of its proceedings;
2. A meeting was duly convened on December 10, 2024, in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed;
3. I am duly authorized to execute this Certificate; and
4. The copy of Resolution No. 24-\_\_\_ annexed hereto entitled:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN EMERGENCY LINE OF CREDIT REVOLVING NOTE OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE THE DISASTER RECOVERY EFFORTS RELATED TO HURRICANES AND OTHER NATURAL DISASTERS; PROVIDING THAT THE NOTE SHALL BE PAYABLE FROM PLEDGED REVENUES AND OTHER NON-AD VALOREM REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR AND CITY MANAGER THE SALE OF THE NOTE TO THE BANK PURSUANT TO THE TERMS AND CONDITIONS OF A LINE OF CREDIT AGREEMENT WITH THE BANK; APPROVING THE EXECUTION AND DELIVERY OF SAID LINE OF CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

is a true, correct and compared copy of the original instrument as finally adopted at said meeting and, to the extent required by law, as thereafter duly signed or approved by the proper officer or officers, which instrument is on file and of record.

DATED this 13th day of December, 2024.



**CITY OF COOPER CITY, FLORIDA**

(SEAL)

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

Name: Tedra Allen

Title: City Clerk

[Signature Page of Certificate of Resolution]

**CERTIFICATE AS TO PUBLIC MEETINGS  
AND NO CONFLICT OF INTEREST**

STATE OF FLORIDA :

COUNTY OF BROWARD :

Each of the undersigned members of the City Commission (the "City Commission") of the City of Cooper City, Florida (the "Issuer"), recognizing that the purchaser of the not to exceed \$10,000,000 Emergency Line of Credit Revolving Note, Series 2024 (the "Note"), will have purchased said Note in reliance upon this Certificate, DOES HEREBY CERTIFY:

(1) that he or she has no personal knowledge that any two or more members of the City Commission, meeting together, reached any prior conclusion as to whether the actions taken by the City Commission, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the City Commission or should or should not be recommended as an action to be taken or not to be taken by the City Commission, except at public meetings of the City Commission held after due notice to the public was given in the ordinary manner required by law and custom of the City Commission; and

(2) that he or she does not have or hold any employment or contractual relationship with TD Bank, N.A. which is purchasing the Note from the Issuer.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of this 13<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
James Curran

\_\_\_\_\_  
Ryan C. Shrouder

\_\_\_\_\_  
Jeremy Katzman

\_\_\_\_\_  
Lisa Mallozzi

\_\_\_\_\_  
Jason Smith

## BANK'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Bank") has not required the City of Cooper City, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the not to exceed \$10,000,000 City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024 (the "Note"), and no inference should be drawn that the Bank, in the acceptance of said Note is relying on Bryant Miller Olive P.A. ("Note Counsel") or Goren, Cheroff, Doody, & Ezrol, P.A. ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Note Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Line of Credit Agreement, dated as of December 13, 2024, by and between the Issuer and the Bank (the "Line of Credit Agreement").

We are aware that purchase of the Note involves various risks, that the Note is secured solely from the revenues pledged, as described in the Line of Credit Agreement (the "Note Security").

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

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

We acknowledge that the Line of Credit Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Note Counsel nor the Issuer's Counsel shall have any obligation to effect any such registration or qualification.

The Note has been purchased for the account of the Bank as evidence of a loan only and not with a present view to the distribution, transfer or resale thereof. The Bank currently intends to hold and book the Note as a loan in its loan portfolio; the Bank acknowledges that the use of the word "Note" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Bank hereby covenants that if the Bank subsequently decides to distribute or resell the Note, it shall comply with the transfer restrictions in the Line of Credit Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this 13<sup>th</sup> day of December, 2024.

**TD BANK, N.A.**

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

Name: Lance Aylsworth

Title: Vice President/Senior Relationship Manager

## DISCLOSURE LETTER

The undersigned, as Bank, has negotiated with the City of Cooper City, Florida (the "Issuer") for the private purchase of its Emergency Line of Credit Revolving Note, Series 2024 (the "Note") in the principal amount of not to exceed \$10,000,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

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

Bank Counsel Fees – \$6,500.00

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

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

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

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

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance for the Issuer the costs and expenses associated with disaster recovery efforts as a result of a hurricane or other natural disaster (collectively, the "Project") and paying costs of issuing the Note.

Unless earlier redeemed, the Note is expected to be repaid by December 15, 2027. Because the Note is a revolving credit facility with a variable rate of interest it is impossible to determine the total amount of interest to be paid over the life of the Note.

The Note will be payable solely from the revenues pledged, as provided in the Line of Credit Agreement ("Pledged Revenues") and Legally Available Non-Ad Valorem Revenues (as defined in the hereinafter described Line of Credit Agreement), dated as of December 13, 2024,

between the Issuer and the undersigned (the "Line of Credit Agreement"). Because the Note is a revolving credit facility with a variable rate of interest it is impossible to determine the amount of revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Note.

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

TD Bank, N.A.  
255 Alhambra Circle  
Coral Gables, Florida 33134

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this 13<sup>th</sup> day of December, 2024.

**TD BANK, N.A.**

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

Name: Lance Aylsworth

Title: Vice President/Senior Relationship Manager

**Notice Of Sale**

Printed On: 12/4/2024 12:03:11PM

**Bond issue name:** City of Cooper City, Florida Line of Credit, Series 2024

**Sale date:** 12/10/2024

**Closing date:** 12/13/2024

**Submitted by:** agarner@bmolaw.com

**Submission date:** 11/19/2024

**NONGOVERNMENTAL ENTITY**  
**ANTI-HUMAN TRAFFICKING AFFIDAVIT**  
**Section 787.06(13), Florida Statutes**

**NOT EXCEED \$10,000,000**  
**CITY OF COOPER CITY, FLORIDA**  
**EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2024**

I, the undersigned, am an officer or representative of TD BANK, N.A. and attest that said entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

TD BANK, N.A.

\_\_\_\_\_  
Lance Aylsworth  
Vice President/Senior Relationship Manager

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me by means of  physical presence or  online notarization this \_\_\_\_ day of December, 2024, by Lance Aylsworth, as Vice President/Senior Relationship Manager on behalf TD Bank, N.A. He is  personally known to me or  has produced \_\_\_\_\_ (Type of Identification) as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Serial Number, if any



**ISSUER'S ANTI-CORRUPTION LAW  
COMPLIANCE CERTIFICATE AND AGREEMENT**

Reference is made to that certain not to exceed \$10,000,000 City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024 (the "Note").

As an inducement for the purchase of the Note by TD Bank, N.A. (together with any affiliates or related entities, the "Purchaser"), the undersigned on behalf of City of Cooper City, Florida (the "Issuer"), hereby certifies, represents warrants and agrees as follows during any period that the Note is held by the Purchaser:

1. Defined Terms. For the purposes of this Certificate and Agreement, the following terms shall have the following meanings:

*"Anti-Corruption Laws"* means all laws, rules, and regulations of any jurisdiction applicable to the Issuer or any subsidiary from time to time concerning or relating to bribery or corruption.

*"Person"* means any governmental and other entities, in addition to natural persons, corporations, partnerships or other legal entity.

*"Sanctions"* means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State.

*"Sanctioned Country"* means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

*"Sanctioned Person"* means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject of any Sanctions.

2. Anti-Corruption Laws and Sanctions. To the knowledge of the Issuer, but without independent investigation, the Issuer hereby represents: (i) the Issuer, its subsidiaries and their respective officers and directors, or its employees and agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects, (ii) none of (x) the Issuer, any subsidiary, any of their respective directors, officers, or employees, or (y) any agent of the Issuer or any subsidiary that will act in any capacity in connection with or benefit from

the credit facility established by the Note, is a Sanctioned Person, and (iii) no borrowing, use of proceeds or other transaction contemplated by the Note will violate any Anti-Corruption Law or applicable Sanctions.

3. Affirmative Covenant. The Issuer expects and intends that the Issuer, its subsidiaries and their respective directors, officers, employees and agents will comply with any applicable Anti-Corruption Laws and applicable Sanctions.

4. Use of Proceeds. The Issuer will not knowingly use any proceeds derived from the sale of the Note to the Purchaser: (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

The undersigned hereby certifies, represents and warrants that James Curran is the duly elected Mayor of the Issuer, and as such, is familiar in general with Issuer's officers, properties and records, and in particular, with the financing to which this Certificate relates.

Dated as of this 13th day of December, 2024.

**CITY OF COOPER CITY, FLORIDA**

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

Name: James Curran

Title: Mayor