


BB&T Governmental Finance

P.O. Box 714
 Columbia, S.C. 29202
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June 7, 2017

Karen Brooks
 Director of Finance and Administrative Services
 City of Coconut Creek
 4800 W. Copans Road
 Coconut Creek, FL 33063

Dear Ms. Brooks:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by City of Coconut Creek ("City").

- (1) **Project:** Bank Qualified Revenue Note
- (2) **Amount To Be Financed:** \$10,000,000
- (3) **Interest Rates, Financing Terms and Corresponding Payments:**

<u>Final Maturity</u>	<u>BQ Rate</u>
October 1, 2027	2.30%
October 1, 2032	2.46%

Interest payments shall be due semiannually commencing October 1, 2017, and shall continue each April 1 and October 1 thereafter through final maturity. Principal payments shall be due annually commencing October 1, 2018 and shall continue each October 1 thereafter through final maturity. Interest on the principal balance of the Bond shall accrue based on a 30/360 day count basis. BB&T must approve of the final amortization schedule.

The interest rates stated above are valid for a closing no later than August 23, 2017. Closing of the financing is contingent upon completing documentation acceptable to BB&T and its counsel.

Our legal review fee for this transaction is \$5,000. All applicable taxes, permits, costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City.

If the City chooses ten year financing, the transaction will be prepayable in whole at any time without prepayment penalty. Alternatively, if the City chooses fifteen year financing, the transaction will be non-callable for the first five years then prepayable in whole at any time without penalty.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with Florida State Statutes or the Internal Revenue Service code. These provisions must be acceptable to BB&T. In addition, any amount due hereunder not paid when due shall bear interest at a default rate equal to the interest rate on the Series 2017 Note plus 2% per annum from and after five (5) days after the date due.

The stated interest rate above is offered with the understanding that the financing shall comply with the applicable IRS Code Sections 141, 148, 149(e), 265(b)(3). BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the financing documents according to Florida State statutes. BB&T shall also require the City to provide an unqualified bond counsel opinion. BB&T and its counsel reserve the right to review and approve all documentation before closing. BB&T will not be required to present the Bond for any payment associated with this transaction.

(5) Security:

The Bond shall be secured by legally available non ad-valorem tax revenues.

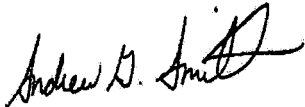
BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T.

Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

Branch Banking and Trust Company



Andrew G. Smith
Senior Vice President