RESOLUTION 2016-_____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY TO JOIN THE RENEWPACE PROGRAM AS PART OF THE PROPERTY ASSESSED CLEAN ENERGY PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE MEMBERSHIP AGREEMENT BETWEEN THE CITY AND THE FLORIDA GREEN FINANCE AUTHORITY FOR ADMINISTRATION OF THE RENEWPACE PROGRAM, IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A."

WHEREAS, in 2010, the Florida Legislature adopted HB 7179, which was codified at Section 163.08, Florida Statutes, which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, Florida Statutes, authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Commission desires to join the RenewPACE program in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into a non-exclusive membership agreement with the Florida Green Finance Authority for the purpose of financing such improvements; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Miami Beach to join the RenewPACE program; and

WHEREAS, the Mayor and City Commission approve a non-exclusive membership agreement between the City and the Florida Green Finance Authority in substantially the form attached hereto as Exhibit "A," (the "Membership Agreement").

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City Commission hereby authorize the City to join the RenewPACE program in accordance with Section 163.08, Florida Statutes; and authorize the City Manager to execute a non-exclusive membership agreement between the City and the Florida Green Finance Authority, in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this _____ day of _____, 2016.

ATTEST:

_____
Rafael Granado, City Clerk

_____
Philip Levine, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

_____ 9/19/16
City Attorney Date

Party Membership Agreement
To The Florida Green Finance Authority

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, as first amended on August 11, 2014 and second amended April 7, 2016 with document execution May 9, 2016, establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

WHEREAS, the City of Miami Beach desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Miami Beach.

NOW, THEREFORE, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 (the "Interlocal Agreement"), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority's jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Miami Beach.

2. The Florida Green Finance Authority, together with its member Parties, and the City of Miami Beach, with the intent to be bound thereto, hereby agree that the City of Miami Beach shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.

3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Miami Beach, as the same may be more specifically designated by the City of Miami Beach or amended from time to time.

4. The City of Miami Beach designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Miami Beach:	Attn: City Clerk, Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139
With a copy to:	City Attorney, Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139

5. This Party Membership Agreement shall be filed by the Authority with the Clerk of the Court in the Public Records of the City of Miami Beach and recorded in the public records of Miami-Dade County as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

By: _____
Secretary of the Authority

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

_____
Authority Attorney

ATTEST:

_____
City Clerk
Clerk of the City Commission of
Miami Beach, Florida

CITY OF MIAMI BEACH, through its
CITY COMISSION

By: _____
Chair

____ day of _____, 20___.

Approved as to form by:
Miami Beach City Attorney
1700 Convention Center Drive
Miami Beach, FL 33139

By: _____ 9/19/16
NAME (Date)
City Attorney

1221 BROADWAY, 4TH FLOOR, OAKLAND, CA 94612 | PHONE: 510-451-7900

RENEWABLE FUNDING

Florida Green Finance Authority
Attention: Board Chair
500 Greynolds Circle
Lantana, Florida 33462

March 15, 2016

Re: Consent to Assignment of Administration Services Agreement

Dear Florida Green Finance Authority,

Reference is hereby made to that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement, effective as of June 1, 2015 (as may have been thereafter amended or supplemented, the "**Administrative Services Agreement**"), between Florida Green Energy Finance Authority (the "**Authority**") and EcoCity Partners, LLC ("**EcoCity**"). Defined terms used herein but not defined shall have the meanings set forth in the Administrative Services Agreement.

As you are aware, EcoCity was acquired by an affiliate of Renewable Funding LLC ("**Renew**") in September 2015. In connection with the integration of EcoCity's business into Renew, Renew desires to assume the Administrative Services Agreement and all of EcoCity's rights and obligations thereunder. As required by Section 9(g) of the Administrative Services Agreement, we hereby request the Authority's consent to such assignment and assumption (the "**Assignment**"). Additionally, we request an acknowledgement that the Services will hereafter be performed by Renew and its affiliates, in accordance with the requirements of the Administrative Services Agreement.

Sincerely,

RENEWABLE FUNDING LLC

By: _____
Name: Francisco DeVries
Title: CEO

The undersigned hereby consents to the Assignment and acknowledges Renew as Administrator.

FLORIDA GREEN FINANCE AUTHORITY

By: _____
Name: David Thatcher
Title: Chairman

SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FORMING THE FLORIDA GREEN FINANCE AUTHORITY

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties") and those additional cities and counties that have and hereafter execute a Party Membership Agreement as defined herein, (the "Additional Parties") and that altogether comprise the Florida Green Finance Authority (the "Authority").

RECITALS

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, Lantana and Mangonia Park with the Additional Parties desire to enter into this Interlocal Agreement in order to establish the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements, and to provide additional services consistent with law; and

WHEREAS, Section 163.08, F.S., provides that a local government may finance "qualifying improvements," including the type of improvements sought to be provided through this Agreement, via the levy and collection of voluntary non-ad valorem assessments on improved property; and

WHEREAS, Sections 170.01, and 170.201, F.S. provide for supplemental and alternative methods of making local municipal improvements, including the type of "qualifying improvements" sought to be provided by this Agreement; and

WHEREAS, pursuant to Sections 163.08, 170.01, and 170.201, F.S. and this Agreement, Lantana has created a "qualifying improvements" program entitled "RenewPACE"; and

WHEREAS, Section 163.01(7), F.S., allows for the creation of a "separate legal or administrative entity" to carry out the purposes of an interlocal agreement for the mutual benefit of the governmental units, and provide for parties to the agreement to administer the agreement; and

WHEREAS, pursuant to Section 163.01(4), F.S. a public agency of this state may exercise jointly with any other public agency of the state, any power, privilege or authority which such agencies share in common and which each might exercise separately, and the Parties to this Agreement have legislative authority over property within their jurisdictional boundaries; and

WHEREAS, Section 166.021, F.S., authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 125.01 F.S. grants

counties the power to carry on county government to the extent not inconsistent with general or special law; and

WHEREAS, Section 163.08, F.S., provides that property retrofitted with energy-related "qualifying improvements" receives a special benefit from reduced energy consumption, benefits from the reduced potential for wind damage and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

WHEREAS, Lantana and Mangonia Park together with the Additional Parties have determined that it is necessary and appropriate to establish various obligations for future cooperation between themselves and the Authority related to the financing of qualifying improvements within the Authority; and

WHEREAS, this Agreement shall be administered pursuant to the terms and conditions herein; and

WHEREAS, Lantana, Mangonia Park and the Additional Parties have determined that it shall serve the public interest to enter into this Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Originating Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein.

Section 2. Purpose. The purpose of this Agreement is to provide the most economic and efficient means of implementing a financing program for qualifying improvements on property owners' lands within the Authority's Service Area and to provide additional services consistent with state law.

Section 3. Creation of the Authority. By execution of this Interlocal Agreement there is hereby created, pursuant to Section 163.01, F.S. and Section 163.08, F.S., the Florida Green Finance Authority ("the Authority"), a separate legal entity and public body with all of the powers and privileges as defined herein.

Section 4. Legal Authority/Consent to Serve the Authority. The Authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties. The Parties do hereby consent and agree to levy and collect voluntary non-ad valorem assessments on properties, either individually or collectively through the Authority as permitted by law, as may be more specifically

designated from time-to-time within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Parties may also delegate the power to the Authority to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as permitted by law. The Authority shall not act, provide its services or conduct its activities within any Party's jurisdiction without the execution of this Agreement and passage of a Resolution within that jurisdiction.

Section 5. Definitions.

a. **"Additional Parties"** includes all cities and counties who execute a Party Membership Agreement to become part of the Authority.

b. **"Authority Board"** shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.

c. **"RenewPACE Program"** is the qualifying improvements program authorized by Section 163.08, F.S., developed by the third party administrator for Lantana and other Parties who elect to participate.

d. **"Interlocal Agreement"** or **"Agreement"** is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.

e. **"Originating Parties"** include the Florida local governments (as defined by Section 163.08, F.S.) that are the original signatories to this Agreement. These are the Towns of Lantana and Mangonia Park.

f. **"Participating Property Owner"** is defined as a property owner whose property is located within the Service Area of the Authority and has voluntarily acquired financing from the Authority.

g. **"Parties"** are any Florida local government (as defined by Section 163.08, F. S.) having the power to enter into interlocal agreements and which may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement pursuant to Section 163.01, F.S. Any local government joining these efforts after the initial execution of this Agreement shall be known as an "Additional Party" or simply a "Party". To become a Party to this Agreement, a local government shall execute a Party Membership Agreement to the Florida Green Finance Authority in substantially similar form as the attached Exhibit B and passage of a Resolution within that jurisdiction.

h. **"Qualifying Improvements"** are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.

i. **"Service Area"** shall mean the geographic area comprising all of the jurisdictional boundaries of the Parties, except as such jurisdictional boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by such Party or Parties, within the Florida Green Finance Authority as that area may be expanded or contracted in accordance with the provisions of this Agreement and the laws of the State of Florida.

Section 6. Representation on the Authority Board. The Originating Parties, and all Additional Parties upon joining the Authority through execution of this Agreement, shall be represented by a member of the Authority Board as provided in Section 10 of this Agreement.

Section 7. Authority Boundaries and Service Area. The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Agreement, which boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by a Party. This is also the Authority's Service Area.

Section 8. Role of the Authority. As contemplated in this Agreement, the Authority will uniformly facilitate and assist the Parties with any necessary actions to levy and collect voluntary non-ad valorem assessments, or other legally authorized form of collection, on the benefitted properties within the Authority's Service Area and with securing the repayment of costs of qualifying improvements for those individual properties participating in the RenewPACE Program. Upon approval by the Authority of an application by a landowner desiring to benefit their property, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law and/or financing documents. Notwithstanding a local government's termination of participation within this Agreement, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied and the special assessments shall continue to be levied until paid in full for the applicable benefitted property.

Section 9. Powers of the Authority. The Authority shall exercise any or all of the powers granted under Sections 163.01, and 163.08, F.S., as well as powers, privileges or authorities which each local government might exercise separately, as may be amended from time to time, which include, without limitation, the following:

a. To finance qualifying improvements within the Authority Service Area and to facilitate additional improvements or services consistent with law; including, but not limited to, acquiring, constructing, managing, maintaining or operating buildings, works or improvements;

b. To make and enter into contracts in its own name;

c. To enter into any interlocal agreement as necessary to exercise powers conferred by law;

d. To appoint committees to assist with implementation of this Agreement;

e. To employ agencies, employees, or consultants;

f. To acquire, hold, lease or dispose of real or personal property;

g. To borrow money, incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of the Originating Parties or any of the Parties to this Agreement;

h. To levy and collect assessments, or assist in the levy and collection of assessments, either as the Authority or on behalf of a Party as permitted by law;

i. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;

j. To maintain an office at such place or places as it may designate within the Service Area of the Authority or within the boundaries of a Party;

k. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers,

duties, or purposes authorized by Section 163.08, F.S., and to accept funding from local and state agencies;

l. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, F. S.;

m. To create and adopt any and all necessary operating procedures, policies, manuals or bylaws;

n. To maintain insurance as the Authority deems appropriate;

o. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement; and

p. To exercise any powers or duties necessary to address carbon or renewable energy credits, or any other similar commodity that may come into existence, for the public benefits of the program.

Section 10. Authority Board. The Authority shall be governed by a seven (7) member Board of Directors. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director.

a. Initial Board Composition. The Initial Board shall be comprised of one Director appointed by the governing body of each Originating Party plus five (5) additional Directors to be appointed by the governing bodies of Additional Parties that join the Authority pursuant to paragraph b.1) below. Upon expiration of their terms as set forth in subparagraph c. of this section, the Initial Board seats shall be filled in the manner set forth below in subparagraph b. of this section.

b. Rules of Appointment. To encourage broad geographical and diverse jurisdictional representation across the State, the Authority desires Directors from local governments both large and small, including cities and counties representative of the diverse participating regions from throughout the State of Florida. To the extent that their application is practical, in terms of being able to establish a quorum of Directors to conduct Authority business and in terms of the actual breadth of the Authority's Party membership at any given time, the following rules of appointment shall apply to the selection of Directors:

1) Geographic Diversity. To the extent that the Authority has party members in each such boundary area, and to the extent practical, one (1) Director shall be appointed from among the Parties located within the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Additionally, following the expiration of the Initial Board term limit, and to the extent practical, no more than three Directors from Parties located within the same water management district boundary should be seated to serve at the same time.

2) Population Diversity. To the extent practical, the Board shall include one Director from a Party having a population of 500,000 or more residents. To the extent practical , the Board shall also include one Director from a Party having a population of less than 20,000 residents.

3) City and County Representation. To the extent practical, the Board shall be comprised of Directors representing at least three (3) cities and representing at least three (3) counties.

4) Originating Party Directors; At Large Directors. Each Originating Party is entitled to a permanent Director seat at all times. In the event that an Originating Party does not appoint its Director, such seat shall become an "at-large" seat. The Board may include up to two (2) At Large Directors. When an at-large Director seat is established and becomes available, any Party that does not already have a representative on the Board may nominate a representative to be considered for an At Large Director seat. At Large Director seats shall each be filled by majority vote of the other five (5) Directors. When selecting an At Large Director from among the representative nominees, the Board shall consider the geographic, population, and county/municipal factors stated in the Rules of Appointment, together with the Order of Appointment set forth in paragraph b.5) as well as any other factors that they believe to be relevant in order to achieve and/or maintain diversity on the Board.

5) Order of Appointment. As Additional Parties join the Authority, their governing body receives the right (but not the obligation) to appoint a Board member on a "first come-first served" basis, within the parameters of paragraphs b.1) through b.4) above. A Party who has a sitting Director may substitute that Director for another one from that local government jurisdiction any time upon notification to the Authority to serve out the remainder of a term. Each Party's right resets either after expiration of their Board Term, or after the Party is given the option of appointing a representative to the Board and chooses not to do so except for the Originating Party Directors as specified in paragraph b.4)..

6) Expertise of Directors. Parties shall strive to appoint Directors with expertise in finance, administration and/or special assessments.

c. Director Term Limits. All Board of Director terms shall be three (3) years. However, in the event that successor Directors are not appointed to serve pursuant to the parameters of paragraphs b.1) through b.4) above, then the term limited Director may serve additional terms until a successor is appointed at the end of any such additional term.

d. Officers. The Board shall be governed by a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair shall preside at meetings of the Authority, and shall be recognized as head of the Authority for service of process, execution of contracts and other documents as approved by the Authority. The Vice Chair shall act as Chair during the absence or disability of the Chair. The Secretary, which officer role may be delegated to a member of Staff, shall keep all meeting minutes and a record of all proceedings and acts of the Board and shall be responsible for ensuring that Board meeting minutes are distributed to all Directors and Parties in

a reasonable time period after the subject meeting. The Treasurer, which officer role may be delegated to a member of Staff, shall be responsible for managing and presenting the Authority Budget. The Chair and Vice-Chair shall be elected from the current Board membership and all officer terms shall be set as one (1) year terms and shall commence on October 1st of each year. The Board shall re-organize no later than September 30 for the subsequent fiscal year.

e. Board Powers and Duties. The Authority Board shall act as the governing body of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:

1) To fix the time, and determine policies and orders of business for meetings, the place or places at which its meeting shall be held, and as set forth herein, to call and hold special meetings as may be necessary.

2) To make and pass policies, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State of Florida, or the provisions of this Agreement, as may be necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Agreement.

3) To adopt bylaws or rules of procedure, or amend those initially adopted by the Originating Parties.

4) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.

5) To create any and all necessary offices in addition to Chair, Vice-Chair, Secretary and Treasurer; to establish the powers, duties and compensation of all employees or contractors; and to require and fix the amount of all non-ad valorem assessments and/or fees necessary to operate the RenewPACE Program.

6) To select and employ such employees and executive officers as the Authority Board deems necessary or desirable, and to set their compensation and duties.

7) To employ or hire such attorneys as it deems appropriate to provide legal advice and/or legal services to the Authority, and to employ and hire such other consultants as it deems appropriate through any procedure not inconsistent with law.

8) As applicable and available, nothing herein shall limit the Authority's ability to pursue actions or remedies pursuant to Chapter 120, F.S.

f. Resignation. Any Director may resign from service upon providing at least thirty (30) days written notice pursuant to Section 27 of this Agreement, to the Authority Board Secretary. Such notice shall state the date said resignation shall take effect. Additionally, any Authority Board Director who is absent for three (3) Authority Board meetings within any given year, unless excused by majority vote of the Board, may, at the discretion of the Board, be deemed to have resigned

from the Authority Board. Any Director who resigns shall be replaced in accordance with the Rules of Appointment set forth in subparagraph (b) above. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other Authority property in their possession or under their control. If extenuating circumstances require appointment of an interim Director necessary to enable the Authority to operate, an interim Director may be appointed by majority vote of the Authority Board until such time as a permanent successor can be seated.

g. Board Compensation; Expenses. Authority Board Directors, as representatives of the local government Parties to this Agreement, shall serve without compensation. Reasonable travel or Authority-related expenses for Authority Board Directors shall be reimbursable as permitted by Florida law.

Section 11. Meetings of the Authority Board.

a. Within thirty (30) calendar days of the creation of the Authority, or sooner if feasible, the Originating Parties shall hold an organizational meeting to appoint officers and perform other duties as required under this Agreement.

b. There shall be an Annual Meeting of the Authority. The annual statements shall be presented, and any other such matter as the Authority Board deems appropriate may be considered.

c. The Authority Board shall have regular, noticed, quarterly meetings at such times and places as the Authority Board may designate or prescribe. In addition, special meetings may be called, from time to time, by the Authority Board Chair, or by a majority vote of the Authority Board. A minimum of 24 hours notice to the public and all Authority Board Directors shall be given for any special meetings.

d. In the absence of specific rules of procedure adopted by the Authority Board for the conduct of its meetings, the fundamental principles of parliamentary procedure shall be relied upon for the orderly conduct of all Authority Board meetings.

Section 12. Decisions of the Authority Board. A quorum of the Authority Board shall be required to be present at any meeting in order for official action to be taken by the Board. A majority of all Authority Board Directors shall constitute a quorum. A quorum may be established by both in person attendance and attendance through communications media technology, as allowed by state law, and pursuant to policy adopted by the Board. It is the desire and intent of this Agreement that decisions made by the Authority Board shall be by consensus of the Board. However, if a consensus is not achievable in any particular instance, then a majority vote of the quorum of the Authority Board shall be required to adopt any measure or approve any action, unless otherwise provided herein.

Section 13. Authority Staff and Attorney. The Authority's administrative functions shall be carried out on a day-to-day basis by the Third-Party Administrator and its subcontractors in accordance with the Administration Services Agreement attached as Exhibit A, as it may be updated and amended from time to time noticed to all Parties to this Agreement. The Third-Party Administrator shall be delegated with all duties necessary for the conduct of the

Authority's business and be delegated with the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S. The Authority may ~~also~~ hire legal counsel to serve as its General Counsel.

Section 14. Authorized Official. The Authority Board Chair or its designee shall serve as the local official or designee who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), F.S., with property owner(s) who obtain financing through the Authority.

Section 15. Additional Parties. With the express goal of expanding to offer services to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of Additional Parties as contemplated herein.

Section 16. Funding the Initial Program. Funding for the Authority shall initially be from grant funds or other funds acquired by the Originating Parties and/or Additional Parties. For the initial establishment of the Authority, contributions can be made to the Authority as permitted by law.

Section 17. Debts of the Authority are Not Obligations of any Parties. Pursuant to Section 163.01(7), F.S. the Authority may exercise all powers in connection with the authorization, issuance, and sale of bonds or other legally authorized mechanisms of finance. Any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any Additional Party to this Agreement. Neither this Agreement nor the bonds issued to further the program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of any other Party to this Agreement. The issuance of bonds as contemplated by this Agreement shall not directly, indirectly, or contingently obligate any Party to this Agreement to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

Section 18. Annual Budget.

a. Prior to the beginning of the Authority's fiscal year, the Authority Board will adopt an annual budget. Such budget shall be prepared in the manner and within the time period required for the adoption of a tentative and final budget for state governmental agencies pursuant to general law. The Authority's annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.

b. The adopted Budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year.

c. The Board may from time to time amend the Budget at any duly called regular or special meeting.

Section 19. Reports.

a. **Financial reports:** The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Agreement and Chapter 218,

F.S. Both quarterly and annual financial reports of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly and annual reports shall include a balance sheet, a statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles.

b. **Operational reports:** The Authority Board shall cause to be made at least once every year a comprehensive report of its operations including all matters relating to fees, costs, projects financed and status of all funds and accounts.

c. **Audits:** The Authority shall be subject to, and shall cause to be conducted: (i) an independent financial audit and (ii) an independent performance audit performed in accordance with generally accepted accounting practices and as applicable by state law.

d. **Reports to be public records:** All reports, as well as supporting documentation such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records pursuant to Chapter 119, F.S., and shall be made available for audit, review or copying by any person upon reasonable notice.

Section 20. Bonds. The Authority Board is authorized to provide, from time to time, for the issuance of bonds, or other legally authorized form of finance, to pay all or part of the cost of qualifying improvements in accordance with law.

Section 21. Schedule of Rates and Fees.

a. Upon the creation of the Authority as set forth in this Agreement, the Authority Board shall establish a schedule of rates, fees or other charges for the purpose of making the Authority a self-sustaining district. There shall not be any obligation on the part of the Originating Parties or any Additional Parties for financing contributions. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the Program within industry standards or from fulfilling any other requirements imposed by bond financings, other financial obligations or law. Nor shall this prevent the Authority from incurring costs such as professional fees and other costs necessary to accomplish its purpose. The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services to operate the RenewPACE Program to be paid by each participating property owner consistent with Section 163.08(4), F.S.

b. The Authority Board may revise the schedule of rates, fees or other charges from time to time; provided however, that such rates, fees or charges shall be so fixed and revised so as to provide sums, which with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining the RenewPACE Program. This shall include any required reserves

for such purposes, the principal of and interest on bonds, or other financing method, as the same shall become due, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority.

c. The rates, fees or other charges set pursuant to this section shall be just and equitable and uniform for users and, where appropriate, may be based upon the size and scope of the financial obligation undertaken by a Participating Property Owner. All such rates, fees or charges shall be applied in a non-discretionary manner with respect to the Participating Property Owner's geographical location within the Authority's Service Area. No rates, fees or charges shall be fixed or subsequently amended under the foregoing provisions until after a public hearing at which all the potential participants in the Program, and other interested persons, shall have an opportunity to be heard concerning the proposed rates, fees or other charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or other charges shall be provided in accordance with Chapter 163 and Chapter 197, F.S.

d. The Authority shall charge and collect such rates, fees or other charges so fixed or revised, and such rates, fees and other charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.

e. In the event that any assessed fees, rates or other charges for the services and financing provided by the Authority to Participating Property Owners shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected or improved thereby. Pursuant to Section 163.08(8), F.S., such lien shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. In the event that any such fee, rate or charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed and otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

Section 22. Disbursements. Disbursements made on behalf of the Authority shall be made by checks drawn on the accounts of the Authority.

Section 23. Procurement; Program Implementation and Administration. The Authority shall be administered and operated by a Third Party Administrator ("TPA") who shall be responsible for providing services to the Authority for the design, implementation and administration of the RenewPACE Program. The Originating Parties and all Additional Parties understand and acknowledge, and the Town of Lantana represents and warrants that, the procurement for the initial TPA was performed in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" was hired as the TPA. The "Florida Green Energy Works Program Administration Services Agreement" between Lantana and EcoCity Partners, L3C is attached hereto as Exhibit 1 and is hereby incorporated by

reference. The initial Florida Green Energy Works Program Administration Services Agreement, as amended, was assigned by the Authority to Renewable Funding LLC on March 10, 2016..

Section 24. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution by the Originating Parties until such time as there is unanimous agreement of the Authority Board to dissolve the Authority. Notwithstanding the foregoing, dissolution of the Authority cannot occur unless and until any and all outstanding obligations are repaid; provided, however, that any Party may terminate its involvement and its participation in this Interlocal Agreement upon thirty (30) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, this Interlocal Agreement shall continue until such time as all remaining Parties agree to dissolve the Authority and all special assessments levied upon Participating Property Owners properties have been paid in full.

Section 25. Consent. The execution of this Interlocal Agreement, as authorized by the government body of the Originating Parties and any Additional Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, F.S.

Section 26. Limits of Liability.

a. All of the privileges and immunities from liability and exemptions from law, ordinances and rules which apply to municipalities and counties of this state pursuant to Florida law shall equally apply to the Authority. Likewise, all of the privileges and immunities from liability; exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of counties and municipalities of this state pursuant to Florida law shall equally apply to the officers, agents or employees of the Authority.

b. The Originating Parties and all Additional Parties to this Agreement shall each be individually and separately liable and responsible for the actions of their own officers, agents and employees in the performance of their respective obligations under this Agreement pursuant to Chapters 768 and 163, F.S. and any other applicable law. The Parties may not be held jointly or severally liable for the actions of officer or employees of the Authority or by any other action by the Authority or another member of the Authority and the Authority shall be solely liable for the actions of its officers, employees or agents to the extent of the waiver of sovereign immunity or limitation on liability provided by Chapter 768, F.S. Except as may be otherwise specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency under this Agreement, and they shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for

governmental entities. Such liability is subject to the provisions of law, including the limits included in Section 768.28, F.S., which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28, F.S. or any other statute.

Section 27. Notices. Any notices to be given pursuant to this Interlocal Agreement shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or certified U.S. mail, return receipt requested, addressed to the Party for whom it is intended, at the place specified. The Originating Parties designate the following as the respective places for notice purposes:

Lantana:	Town Manager Town of Lantana 500 Greynolds Circle Lantana, Florida 33462
With a Copy to:	Lohman Law Group, P.A. 601 Heritage Drive, Suites 232-232A Jupiter, FL 33458 Attn: R. Max Lohman, Esq.
Mangonia Park:	Town Manager Town of Mangonia Park 1755 East Tiffany Drive Mangonia Park, Florida 33407
With a Copy to:	Corbett, White, Davis and Ashton, P.A. 1111 Hypoluxo Road, Suite 207 Lantana, FL 33462 Attn: Keith W. Davis, Esq.

Section 28. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, as required by Section 163.01(11), F.S., and may be filed in subsequent jurisdictions pursuant to the appropriate process of public-record filing in that particular jurisdiction.

Section 29. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, as a matter of judicial construction, be construed more severely against any one party as compared to another.

Section 30. Execution in Counterparts. This Interlocal Agreement may be executed in counterparts which shall be in original form all of which, collectively, shall comprise the entire Interlocal Agreement.

Section 31. Merger, Amendments. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained in this Interlocal Agreement shall be effective unless contained in a written document that is ratified or approved by at least seventy-five (75%) of the Parties to this Interlocal Agreement, which ratification or approval shall be expressed in writing by such Party and delivered to the Authority in a form upon which the Authority can rely, and the Authority has made a finding to that effect in the manner specified in Section 12 of this Interlocal Agreement.

Section 32. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 33. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Florida law.

Section 34. Compliance with Laws. In the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations.

Section 35. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Palm Beach County, Florida.

Section 36. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent possible.

Section 37. Effective Date and Joinder by Authority. This Interlocal Agreement shall become effective upon its execution by the Originating Parties. It is agreed that, upon the formation of the Authority, the Authority shall thereafter join this Interlocal Agreement and that the Authority shall thereafter be deemed a Party to this Interlocal Agreement.

Section 38. No Third Party Rights. No provision in this Agreement shall provide to any person that is not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against any Party to this Agreement.

Section 39. Access and Audits. Palm Beach County has established the Office of Inspector General in Article VIII of the Charter of Palm Beach County, as may be amended, which is authorized and empowered to review past, present and proposed county or municipal

contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists, as well as the activities of all municipalities in the county, and their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Chapter 2, Article XIII of the Palm Beach County Code of Ordinances.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this 9th day of May, 2016.

ATTEST:

BY: _____
Town Clerk

(Affix Town Seal)

Town of Lantana, a municipal corporation of the State of Florida

BY: _____
Town Manager

Approved by Town Attorney
as to form and legal sufficiency

_____
Town Attorney

ATTEST:

BY: _____
Town Clerk

(Affix ~~Town Seal~~)

Town of Mangonia Park, a municipal corporation of the State of Florida

BY: _____
~~Town Manager~~

Approved by Town Attorney
as to form and legal sufficiency

_____
Town Attorney

20140085929 ELECTRONICALLY RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FL
BK: 4728 PG: 509 10/28/2014 at 09:27 AM BOB INZER, CLERK OF COURTS

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

FLORIDA GREEN FINANCE AUTHORITY, a public body corporate and politic,

Plaintiff,

vs.

THE STATE OF FLORIDA, AND ALL OF THE SEVERAL PROPERTY OWNERS, TAXPAYERS AND CITIZENS OF THE STATE OF FLORIDA, INCLUDING NON-RESIDENTS OWNING PROPERTY OR SUBJECT TO TAXATION THEREIN AND ALL OTHERS HAVING OR CLAIMING ANY RIGHT, TITLE OR INTEREST IN PROPERTY TO BE AFFECTED BY THE ISSUANCE OF THE BONDS HEREIN DESCRIBED, OR TO BE AFFECTED THEREBY, INCLUDING BUT NOT LIMITED TO THOSE OF THE TOWN OF LANTANA, FLORIDA; THE TOWN OF MANGONIA PARK, FLORIDA; THE CITY OF WEST PALM BEACH, FLORIDA; THE CITY OF DELRAY BEACH, FLORIDA; THE CITY OF BOYNTON BEACH, FLORIDA; THE CITY OF LAKE WORTH, FLORIDA; THE CITY OF STUART, FLORIDA; THE CITY OF FELLSMERE, FLORIDA; THE CITY OF SEBASTIAN, FLORIDA; THE CITY OF GULFPORT, FLORIDA, MARTIN COUNTY, FLORIDA, AND THE CITY OF TEQUESTA, FLORIDA,

Defendants.
_____/

CIVIL ACTION NO. 2014-CA-002004

VALIDATION OF NOT TO EXCEED $2,500,000,000 FLORIDA GREEN FINANCE AUTHORITY REVENUE BONDS, VARIOUS SERIES

AMENDED FINAL JUDGMENT

The above and foregoing cause has come to final hearing on the date and at the time and place set forth in the Order to Show Cause heretofore issued by this Court on the Complaint for

Validation of Bonds Pursuant to Chapter 75 and Chapter 163, Part I, Florida Statutes ("Complaint") filed by Plaintiff Florida Green Finance Authority against the State of Florida and the property owners, taxpayers and citizens thereof, including non-residents owning property or subject to taxation therein and all others having or claiming any right title or interest in property to be affected by the Plaintiff's issuance of not exceeding $2,500,000,000 in aggregate principal amount at any one time outstanding of the Florida Green Finance Authority Revenue Bonds, in various series (the "Bonds"), hereinafter described, or to be affected in any way thereby, and said cause having duly come on for final hearing, and the Court having considered the same and heard the evidence and being fully advised in the premises, finds as follows:

1. The Plaintiff is authorized under Chapter 75, Florida Statutes, and Chapter 163, Part I, Florida Statutes, including Sections 163.01(7)(d), 163.01(7)(g)(9), and 163.08(7), Florida Statutes, to file its Complaint in this Court to determine the validity of the Bonds, the pledge of revenues for the payment thereof, the validity of the non-ad valorem assessments which shall comprise the revenues pledged, the proceedings relating to the issuance thereof and all matters connected therewith.[1] All actions and proceedings of the Plaintiff in this cause are in accordance with Chapter 75, Florida Statutes, and Chapter 163, Part I, Florida Statutes, each as amended.

2. The parties named as Defendants in this Complaint are the proper parties under the provisions of Section 75.02, Florida Statutes.

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[1] The Court takes judicial notice that this Court has previously validated five separate issues of bonds involving substantially similar factual circumstances and legal issues. See Final Judgments in Florida PACE Funding Agency v. State of Florida, Civil Action No. 2011-CA-1834, filed August 25, 2011; Green Corridor Property Assessment Clean Energy (PACE) District v. State of Florida, Civil Action No. 2012-CA-002897, filed October 23, 2012; Leon County Energy Improvement District v. State of Florida, Civil Action No. 37-2013-CA-003396, filed March 11, 2013; Clean Energy Coastal Corridor v. State of Florida, Civil Action No. 2013-CA-003457, filed May 27, 2014, and Florida Department Finance Corporation v. State of Florida, Civil Action 2014-CA-000548, filed June 11, 2014.

3. Venue in the Circuit Court of the Second Judicial Circuit in and for Leon County, Florida is proper under the provisions of Sections 163.01(7)(d) and 163.01(7)(g)(9), Florida Statutes.

4. The Plaintiff is a valid and legally existing public body corporate and politic within the State of Florida created pursuant to the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act") and pursuant to the provisions of a certain Interlocal Agreement dated as of June 11, 2012, and duly filed in the public records of Palm Beach County (the "Interlocal Agreement') initially among the Plaintiff, the Town of Lantana and the Town of Mangonia Park (the "Original Parties"). The Interlocal Act and the Interlocal Agreement provide for and approve other Florida municipalities and counties to subsequently join and become additional parties upon the adoption by such local governments of a resolution and the execution of a Party Membership Agreement. The cities of West Palm Beach, Delray Beach, Boynton Beach, Lake Worth, Stuart, Fellsmere, Sebastian, Gulfport, and the Village of Tequesta and Martin County have adopted resolutions, and have executed Party Membership Agreements and have become additional parties to the date hereof. As the context requires, the term "Parties" as used herein shall collectively include the Original Parties, the additional parties named above and all local governments, as defined in Section 163.08(2)(a), Florida Statutes, that become parties in the future (the "Additional Parties"). A copy of the Interlocal Agreement is attached to the Complaint as Exhibit "1".

5. The Party Membership Agreements and the resolutions of the cities of West Palm Beach, Delray Beach, Boynton Beach, Lake Worth, Stuart, Fellsmere, Sebastian, Gulfport, the Village of Tequesta and Martin County are attached to the Complaint as Plaintiff's Composite Exhibit "2".

6. The Interlocal Agreement is authorized by the Interlocal Act and Section 163.08(5), Florida Statutes, has been lawfully entered into and executed by the Parties and constitutes a legal, valid and binding agreement of each of the Parties.

7. The Interlocal Agreement is a lawful means to provide for (a) the authority of the Plaintiff to act, provide its services, and conduct its affairs within each Party's jurisdiction; (b) the Plaintiff to facilitate the voluntary acquisition, delivery, installation, financing or any other manner of provision of (i) energy conservation and efficiency improvements, (ii) renewable energy improvements, (iii) wind resistance and hurricane hardening, improvements and other improvements which constitute qualifying improvements as defined in Section 163.08(2)(b), Florida Statutes (herein "Qualifying Improvements") to property owners desiring such improvements who are willing to enter into financing agreements with the Plaintiff as provided for in Section 163.08, Florida Statutes (the "Supplemental Act") and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (c) the Authority to levy, impose and collect non-ad valorem assessments in the respective jurisdictions of the Parties pursuant to such financing agreements; (d) the issuance of bonds of the Plaintiff to fund and finance the Qualifying Improvements; (e) the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Plaintiff; (f) the withdrawal from, discontinuance of or termination of the Interlocal Agreement by any Party upon ten days' notice; (g) such disclosures, consents or waivers reasonably necessary to use or employ the services and activities of the Plaintiff; and (h) such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Plaintiff.

8. The Interlocal Agreement provides a lawful and enforceable means to evidence the express authority and concurrent transfer of all necessary powers to the Plaintiff, and the covenant to cooperate by the Parties thereto, so that the Plaintiff may facilitate, administer,

implement and assist in providing Qualifying Improvements, execute financing agreements and determine that non-ad valorem assessments are imposed only on properties subjected to same by the owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting therefrom, as contemplated by the Supplemental Act.

9. Authority is conferred upon the Plaintiff, under and by virtue of the laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, as amended, Chapter 159, Part I, Florida Statutes, as amended, Chapter 125, Part I, Florida Statutes, as amended, Chapter 163, Part I, Florida Statutes, as amended, and other applicable provisions of law to issue its revenue bonds or other debt obligations and use the proceeds thereof for purposes of financing Qualifying Improvements within the jurisdiction of any Florida "local government" as defined by Section 163.08(2)(a), Florida Statutes, which is or becomes a Party to the Interlocal Agreement.

10. The Bonds or other debt obligations will be issued pursuant to a Master Bond Resolution adopted by the governing body of the Plaintiff on June 26, 2014. A copy of the Master Bond Resolution is attached to the Complaint as Exhibit "3".

11. The Bonds, or other debt obligations issued by the Plaintiff, enable the Plaintiff to lawfully create and administer financing programs related to the provision of Qualifying Improvements. The Bonds shall be secured by the proceeds derived from special assessments in the form of non-ad valorem assessments imposed by the Authority , upon the voluntary agreement of the record owners of the affected property as authorized by the Supplemental Act. Bonds issued by the Plaintiff shall be issued pursuant to a Master Trust Indenture to be entered into between the Plaintiff and a qualified banking or trust company selected by the Plaintiff. The

form of Master Trust Indenture is attached to the Complaint as Exhibit "4". In order to pay the costs of Qualifying Improvements, the Supplemental Act expressly authorizes the imposition and collection of non-ad valorem assessments as defined in Section 197.3632(1)(d), Florida Statutes, which constitute liens against the affected properties, including homestead properties, as permitted by Article X, Section 4 of the Florida Constitution.

12. The Supplemental Act authorizes local governments, including a separate legal entity created pursuant to Section 163.01(7)(d), Florida Statutes, such as Plaintiff, (a) to finance Qualifying Improvements through the execution of financing agreements and the related imposition of non-ad valorem assessments, (b) to incur debt for purposes of providing such Qualifying Improvements, payable from revenues received from such non-ad valorem assessments or any other available revenues authorized by law, (c) to enter into a partnership with one or more Parties for purposes of providing and financing Qualifying Improvements, and (d) to administer, or allow for the administration of, a Qualifying Improvement program by a for-profit entity or a not-for-profit entity. A form of a financing agreement is attached to the Complaint as Exhibit "5".

13. The Supplemental Act is additional and supplemental to county and municipal home rule authority and is not in derogation of such authority or a limitation upon such authority.

14. The Supplemental Act includes the following legislative determinations:

(A) In Chapter 2008-227, Laws of Florida, the Legislature amended the energy goal of the state comprehensive plan to provide, in part, that the state shall reduce its energy requirements through enhanced conservation and efficiency measures in all end-use sectors and reduce atmospheric carbon dioxide by promoting an increased use of renewable energy resources.

(B) That act also declared it the public policy of the state to play a leading role in developing and instituting energy management programs that promote energy conservation, energy security and the reduction of greenhouse gases.

(C) In Chapter 2008-191, Laws of Florida, the Legislature adopted new energy conservation and greenhouse gas reduction comprehensive planning requirements for local governments.

(D) The Legislature found that all energy-consuming improved properties that are not using energy conservation strategies contribute to the burden affecting all improved property resulting from fossil fuel energy production.

(E) Improved property that has been retrofitted with energy-related Qualifying Improvements receives the special benefit of alleviating the property's burden from energy consumption.

(F) All improved properties not protected from wind damage by wind resistance Qualifying Improvements contribute to the burden affecting all properties resulting from potential wind damage and, further, that improved properties that have been retrofitted with wind resistance Qualifying Improvements receive the special benefit of reducing the properties' burden from potential wind damage.

(G) The installation and operation of Qualifying Improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.

(H) In order to make Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature found that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

15. The Legislature determined that the actions authorized under the Supplemental Act, including, but not limited to, the financing of Qualifying Improvements through the execution of financing agreements between property owners and Parties and the resulting imposition of voluntary non-ad valorem assessments by the Authority are reasonable and necessary to serve and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants. To that end, the Plaintiff will enter into a financing agreement with each property owner that desires to obtain financing under the Plaintiff's program.

16. The non-ad valorem assessments imposed pursuant to the Supplemental Act (a) are only imposed with the written consent of the affected property owners, (b) are evidenced by a financing agreements as provided for in the Supplemental Act which comport with and evidence the provision of due process to every affected property owner, (c) constitute valid and enforceable liens permitted by Article X, Section 4 of the Florida Constitution, of equal dignity to taxes and other non-ad valorem assessments and are paramount to all other titles, liens or mortgages not otherwise on parity with the lien for taxes and non-ad valorem assessments, which lien runs with, touches and concerns the affected property, and (d) are used to pay the costs of Qualifying Improvements necessary to achieve the public purposes articulated by the Supplemental Act. As such, the non-ad valorem assessments imposed pursuant to the Supplemental Act are indistinguishable from and fully equivalent to all other non-ad valorem assessments providing for the payment of costs of capital projects, improvements, and/or essential services (e.g., infrastructure and services related to roads, stormwater, water, sewer, garbage removal/disposal, etc.) which benefit property or relieve a burden created by property in furtherance of a public purpose.

17. Florida law provides that the amount of any given non-ad valorem assessment may not exceed the benefit conferred on the land, nor may it exceed the cost for the improvement and necessary incidental expenses. Non-ad valorem assessments imposed pursuant to the Supplemental Act are no different than any other non-ad valorem assessment imposed by a local government and therefore may not exceed the cost of the improvement and necessary incidental expenses.

18. Non-ad valorem assessments imposed pursuant to the Supplemental Act, among other things, meet and comply with the well-settled case law requirements of a special benefit and fair apportionment required for a valid special or non-ad valorem assessment.

19. Pursuant to the Supplemental Act, any non-ad valorem assessments levied and imposed against affected real property must be collected pursuant to the uniform collection method set forth in Section 197.3632, Florida Statutes, pursuant to which non-ad valorem assessments are collected annually over a period of years on the same bill as property taxes.

20. Non-ad valorem assessments imposed pursuant to the Supplemental Act are not subject to discount for early payment. Avoiding discounts for early payment of non-ad valorem assessments actually lowers the costs of annual collection paid by the affected property owners.

21. Section 163.08(13), Florida Statutes, expressly clarifies and distinguishes the relationship of prior contractual obligations or covenants of a property owner which allow for unilateral acceleration of payment of a mortgage, note or lien or other unilateral modification with the action of a property owner entering into a financing agreement pursuant to the Supplemental Act. The Supplemental Act lawfully recognizes the financing agreement required therein as the means to evidence a non-ad valorem assessment and renders unenforceable any provision in any agreement between a mortgagee or other lien holder and a property owner which allows for the acceleration of payment of a mortgage, note, lien or other unilateral

modification solely as a result of entering into a financing agreement pursuant to the Supplemental Act which establishes a non-ad valorem assessment. Accordingly, a financing agreement pursuant to the Supplemental Act does not result in a contractual impairment of the mortgage or similar lien under the United States Constitution, Article I, Section 10 or under the Constitution of the State of Florida, Article I, Section 10. Also, a financing agreement pursuant to the Supplemental Act does not constitute a taking of a pre-existing lender's property and does not constitute a taking of private property without due process of law in violation of the Fifth and Fourteenth Amendment to the United States Constitution or the Constitution of the State of Florida, Article X, Section 6. 22. Statutes, such as the Supplemental Act, which are alleged to impair contractual obligations are measured on a sliding scale of scrutiny. The degree of contractual impairment permitted is delineated by the importance of governmental interests advanced. Section 163.08(1)(e) Florida Statutes, provides that the "legislature determines the actions authorized under this section, including but not limited to, the financing of qualified improvements through the execution of financing agreements and the related imposition of voluntary assessments or changes are reasonable and necessary to have and achieve a compelling state interest and are necessary for the prosperity and welfare of the state and its property owners and inhabitants". The Supplemental Act requires that any mortgage lien holder on a participating property must be provided not less than 30 days prior notice of the property owner's intent to enter into a financing agreement together with the maximum principal amount of the non-ad valorem assessment and the maximum annual assessment amount. The Supplemental Act does not limit the authority of the mortgage holder or loan servicer to increase or require monthly escrow payments in an amount necessary to annually pay the Qualifying Improvement assessment. The Supplemental Act additionally requires as a condition precedent to the effectiveness of a non-ad valorem assessment (i) a reasonable determination of a recent

history of timely payment of taxes for at least three (3) years, (ii) the absence of any recent involuntary liens or property-based debt delinquencies , (iii) verification that the property owner is current on all mortgage debt on the property, (iv) that, without the consent of the mortgage holder or loan servicer, the total amount of any non-ad valorem assessment for Qualifying Improvements not exceed twenty percent (20%) of the just value of the property, except that energy conservation and efficiency improvements and renewable energy improvements are not subject to the twenty percent (20%) of just value limit if such improvements are supported by an energy audit which demonstrates that annual energy savings from the improvements equal or exceed the annual repayment of the non-ad valorem assessment, and (v) that any work requiring a license under any applicable law to make the Qualifying Improvement be performed by a properly certified or licensed contractor. Finally, each financing agreement (or a memorandum thereof) must be recorded in the public records of the county where the property is located promptly after the execution thereof. Thus, if an impairment is alleged with respect to the Supplement Act, it is not substantive and does not constitute an intolerable impairment.

23. The Qualifying Improvements and all costs associated therewith funded with the proceeds of the non-ad valorem assessments evidenced by any financing agreement pursuant to the Supplemental Act must convey a special benefit to the real property subject to the assessment and the cost of the service or improvement must be fairly and reasonably apportioned among such real property. The special benefit necessary to support the imposition of a non-ad valorem assessment may consist of the relief or mitigation of a burden created by the affected real property.

24. Qualifying Improvements address the public purpose of reducing, mitigating or alleviating the affected properties' burdens relating to energy consumption resulting from use of

fossil fuel energy and/or reduce burdens or demands of affected properties that might otherwise result from potential wind, storm or hurricane events or damage.

25. In addition to the public purposes set forth above, Qualifying Improvements authorized by the Supplemental Act can lower utility and insurance costs to property owners and strengthen the property owners' ability to repay mortgage debt, thereby reducing the likelihood of contractual impairment issues. In many instances, Qualifying Improvement authorized by the Supplemental Act have resulted in lowering mortgage default rates due to their ability to reduce utility costs, therefore further reducing the likelihood of contractual impairment issues. In addition, Qualifying Improvements authorized by the Supplemental Act typically increase the value of the properties due to property owners putting a premium on homes and buildings that cost less to operate. This also reduces the likelihood of contractual impairment issues.

26. The voluntary application for funding to finance a Qualifying Improvement and entry into a written financing agreement as required by and pursuant to the Supplemental Act provides direct, competent and substantial evidence that each affected property owner has determined and acknowledged that the cost of Qualifying Improvement is equal to or less than the benefits received or burdens relieved or mitigated as to any affected property and has been provided and received substantive and procedural due process in the imposition of the resulting non-ad valorem assessments.

27. The unique and specific procedures required by the Supplemental Act provide written and publicly recorded evidence that no affected property owner will be deprived of due process in the imposition of the non-ad valorem assessments or subsequent constructive notice that the assessment has been imposed.

28. The Master Bond Resolution authorizes Plaintiff's issuance of not exceeding $2,500,000,000 in aggregate principal amount at any one time outstanding of Florida Green

Finance Authority Revenue Bonds, in various series, in order to provide funds with which to administer Plaintiff's energy and wind resistance improvement finance program to facilitate the provision, funding and financing of Qualifying Improvements, thereby advancing the Plaintiff's mission to undertake, cause and/or perform all such acts as shall be necessary to provide a uniform and efficient local platform capable of securing economies of scale and implementation on a state-wide basis by the Plaintiff to facilitate the provision of, funding and financing of Qualifying Improvements.

29. The Master Bond Resolution provides that the Bonds will be issued in various series, in such amounts, at such time or times, be designated as separate series, be dated such date or dates, mature at such time or times, be subject to tender at such times and in such manner, contain such redemption provisions, bear interest at such rates not to exceed the maximum permitted by Florida law, including variable and fixed rates, and be payable on such dates as provided in the various trust indentures to be entered into by and between the Plaintiff and one or more national banking associations or trust companies authorized to exercise trust services in Florida, to be determined by a resolution of the Plaintiff to be adopted prior to the issuance of any series of the Bonds (the "Bond Instruments").

30. The Master Bond Resolution provides that the principal of, premium, if any, and interest on the Bonds shall be payable solely from the proceeds of non-ad valorem assessments imposed by the Authority pursuant to financing agreements with affected property owners as provided for in the Supplemental Act, and the funds and accounts described in and as pledged and as limited under the Bond Instruments (the "Pledged Revenues".)

31. The Pledged Revenues pledged to one series of Bonds may be different than the Pledged Revenues pledged to other series of Bonds.

32. Bonds issued pursuant to the Master Bond Resolution to redeem and/or refund any bonds or other indebtedness of the Plaintiff shall be deemed to be a continuation of the debt refunded or redeemed and shall not be considered to be an issuance of an additional principal amount of bonds chargeable against the amount originally authorized to be issued.

33. The Bonds and any series thereof may be issued such as tax-exempt or taxable bonds for purposes of federal income taxation.

34. The Bonds and any series thereof may be further secured by one or more bond insurance policies, letters of credit, surety bonds or other forms of credit support.

35. The Master Bond Resolution requires the use of financing agreements in establishing any non-ad valorem assessment in the manner provided for in the Supplemental Act.

36. The Master Bond Resolution provides that the Bonds and the obligations and covenants of the Plaintiff under the Bond Instruments and the Interlocal Agreement and other documents (collectively, the "Program Documents") shall not be or constitute a debt, liability, or general obligation of the Plaintiff, the Members, the State of Florida, or any political subdivision or municipality thereof, nor a pledge of the full faith and credit or any taxing power of the Plaintiff, the Members, the State or any political subdivision or municipality thereof, but shall constitute special obligations of the Plaintiff payable solely from the non-ad valorem assessments as evidenced by the financing agreements and secured under the Bond Instruments, in the manner provided therein. The holders of the Bonds shall not have the right to require or compel any exercise of the taxing power of the Plaintiff, the Parties, the State of Florida or of any political subdivision thereof to pay the principal of, premium, if any, or interest on the Bonds or to make any other payments provided for under the Bond Instruments or the Program Documents. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the

Plaintiff, the Parties, the State of Florida or any political subdivision or municipality thereof (excluding only the Parties to the extent otherwise provided in the Interlocal Agreement) to levy or to pledge any form of taxation or assessments whatsoever therefor.

37. Plaintiff and the Parties are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, the Parties may not be held jointly liable for the torts of the officers and employees of the Plaintiff, or any other tort attributable to the Plaintiff, and the Plaintiff alone shall be liable for any torts attributable to it or for torts of its offices, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes.

38. Plaintiff is a legal entity separate and distinct from the Parties and no Party shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Plaintiff, its Board of Directors or any other agents, employees, officers or officials of the Plaintiff, and neither the Plaintiff, its Board of Directors nor any other agents, employees, officers or officials of the Plaintiff have any authority or power to otherwise obligate the Parties in any manner.

39. All requirements of the Constitution and laws of the State of Florida pertaining to the issuance of the Bonds and the adoption of the proceedings of the Plaintiff have been complied with.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that the Bonds, the Interlocal Agreement, the Party Membership Agreements and the resolutions of the Parties, and the matters set forth in each of the preceding numbered paragraphs including, but not limited to, the proceedings related thereto, the Master Bond Resolution and the adoption thereof, the revenues pledged or covenanted for the repayment of the Bonds, the validity of the Master Trust

Indenture and the financing agreements to be entered into and the non-ad valorem assessments to be imposed by the Plaintiff pursuant to the Supplemental Act which shall evidence and comprise substantially all of the revenues pledged, are hereby validated and confirmed, are for proper, legal and paramount public purposes and are fully authorized by law, and that this Amended Final Judgment validates and confirms the authority of the Plaintiff to issue the Bonds and the legality of all proceedings in connection therewith.

There shall be stamped or written on the back of each of the Bonds a statement in substantially the following form:

> "This Bond was validated by judgment of the Circuit Court for Leon County, Florida, rendered on _____, 2014.
>
> _____
> Chairman, Florida Green Finance Authority"

provided that such statement or certificate shall not be affixed within thirty (30) days after the date of this judgment and unless no appeal be filed in this cause.

DONE AND ORDERED at the Leon County Courthouse in Tallahassee, Florida, this 27th day of October, 2014.

CHIEF JUDGE

Charles A. Francis

Charles Francis - Circuit Judge

Signed OCT 27 2014
Original to Clerk OCT 27 2014
Copies sent OCT 27 2014

SERVICE LIST

Manner of Service:

By E-Service through the Florida Courts E-Filing Portal (See Rule 2.516(a), Florida Rules of Judicial Administration; and AOSC 13-49).

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Second Judicial Circuit
301 South Monroe Street, Suite 475
Tallahassee, FL 32399-2550
SA02_Leon@leoncountyfl.gov

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Bernie McCabe, State Attorney
Sixth Judicial Circuit
14250 49th Street N.
Clearwater, FL 33762

LLW | LEWIS LONGMAN WALKER

Attorneys at Law
llw-law.com

April 26, 2016

Board of County Commissioners of
Broward County, Florida
115 S. Andrews Avenue
Fort Lauderdale, FL 33301-1872

RE: Florida Green Finance Authority Revenue Bonds

Ladies and Gentlemen:

We are acting as bond counsel to the Florida Green Finance Authority ("the Authority") in connection with the issuance by the Authority from time to time of its Florida Green Finance Authority Special Assessment Revenue Bonds (the "Bonds"). In such capacity we have examined the proceedings taken by the Authority for the authorization and issuance of the Bonds and the Authority's proceedings with respect to the Energy-Efficiency, Renewable Energy and Wind Resistance Program (the "Program Proceedings"), both pursuant to Chapter 163.08, Florida Statutes (the "PACE Act").

The Bonds will be issued pursuant to the PACE Act; Resolution No. 2014-03 adopted by the governing body of the Authority on June 26, 2014; supplemental resolutions to be adopted from time to time in connection with each issue of Bonds; a master indenture, by and between the Authority and Wilmington Trust, N.A., as trustee, and supplemental indentures to be entered into from time to time in connection with each issue of Bonds (collectively, the "Bond Documents").

In addition, we have relied upon existing laws, regulations, rulings and court decisions, including, particularly, the Amended Final Judgment rendered on October 27, 2014, by the Circuit Court of Leon County, Florida (the "Bond Validation Judgment").

Based upon the foregoing, it is our judgment that the Program Proceedings comply with the Bond Validation Judgment and the Bond Documents.

Further, we acknowledge that the County will rely on this opinion in its decision to execute the Party Membership Agreement and to become a member of the Authority.

Respectfully submitted,

John L. McWilliams, III

cc: Keith W. Davis, Esquire
Corbett, White, Davis & Ashton, P.A.
General Counsel to the Authority

1221 BROADWAY, 4TH FLOOR, OAKLAND, CA 94612 | PHONE: 510-451-7900

RENEWABLE FUNDING

Florida Green Finance Authority
Attention: Board Chair
500 Greynolds Circle
Lantana, Florida 33462

March __, 2016

Re: Consent to Assignment of Administration Services Agreement

Dear Florida Green Finance Authority,

Reference is hereby made to that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement, effective as of June 1, 2015 (as may have been thereafter amended or supplemented, the "**Administrative Services Agreement**"), between Florida Green Energy Finance Authority (the "**Authority**") and EcoCity Partners, LLC ("**EcoCity**"). Defined terms used herein but not defined shall have the meanings set forth in the Administrative Services Agreement.

As you are aware, EcoCity was acquired by an affiliate of Renewable Funding LLC ("**Renew**") in September 2015. In connection with the integration of EcoCity's business into Renew, Renew desires to assume the Administrative Services Agreement and all of EcoCity's rights and obligations thereunder. As required by Section 9(g) of the Administrative Services Agreement, we hereby request the Authority's consent to such assignment and assumption (the "**Assignment**"). Additionally, we request an acknowledgement that the Services will hereafter be performed by Renew and its affiliates, in accordance with the requirements of the Administrative Services Agreement.

Sincerely,

RENEWABLE FUNDING LLC

By:_____
Name: Francisco DeVries
Title: CEO

The undersigned hereby consents to the Assignment and acknowledges Renew as Administrator.

FLORIDA GREEN FINANCE AUTHORITY

By: David B. Thatcher
Name: David Thatcher
Title: Chairman

M15000009781

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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TALLAHASSEE, FLORIDA

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1. Renewable Funding LLC
(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

FILED
15 DEC -7 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SPECIAL INSTRUCTIONS: _____

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Renewable Funding LLC
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

David Sykes
Name of Person

Renewable Funding LLC
Firm/Company

1221 Broadway, 4th Floor
Address

Oakland, CA 94612
City/State and Zip Code

notices@renewfinancial.com
E-mail address: (to be used for future annual report notification)

FILED
15 DEC -7 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

David Sykes at (510) 350-3706
Name of Contact Person — Area Code — Daytime Telephone Number

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☐ $125.00 Filing Fee ☐ $130.00 Filing Fee & Certificate of Status ☐ $155.00 Filing Fee & Certified Copy ■ $160.00 Filing Fee, Certificate of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Renewable Funding LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C," or "LLC.")

2. California
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 263007423
(FEI number, if applicable)

4. Not Applicable
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 1221 Broadway, 4th Floor
Oakland, CA 94612
(Street Address of Principal Office)

6. 1221 Broadway, 4th Floor
Oakland, CA 94612
(Mailing Address)

FILED
15 DEC -7 AM 9:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: CT Corporation System

Office Address: 1200 South Pine Island Road

Plantation (City), Florida 33324 (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

Naseem A. Conde
Special Assistant Secretary

8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

Katherine Mimi Frusha, Chief Operating Officer

1221 Broadway, 4th Floor

Oakland, CA 94612

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

Signature of an authorized person

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Katherine Mimi Frusha, Chief Operating Officer

Typed or printed name of signee

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: RENEWABLE FUNDING LLC

FILE NUMBER:	200818010081
FORMATION DATE:	06/26/2008
TYPE:	DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

FILED
15 DEC -7 AM 9:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 2, 2015.

ALEX PADILLA
Secretary of State

NP-25 (REV 01/2015)

MMS

RESOLUTION NO. 2016-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FLORIDA GREEN FINANCE AUTHORITY RELATING TO ELECTRONIC MEETINGS; PROVIDING FINDINGS OF FACTS; ESTABLISHING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE; PROVIDING ADDITIONAL REQUIREMENTS FOR ELECTRONIC MEETINGS; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FLORIDA GREEN FINANCE AUTHORITY, AS FOLLOWS:

SECTION 1. FINDINGS. The Board of Supervisors of the Florida Green Finance Authority ("Board") hereby finds as follows:

(A) Sec. 163.01(18) *Florida Statutes*, recently adopted by the Florida Legislature, authorizes legal entities made up of public agencies located in at least five counties, at least three of which are not contiguous, to conduct public meetings and workshops by way of Communications Media Technology, as defined herein below.

(B) The Florida Green Finance Authority ("FGFA") meets the legislative criteria for holding meetings by way of Communications Media Technology, in that it is currently comprised of member public agencies located in at least five counties, three of which are not contiguous.

(C) The Board desires flexibility in situations involving circumstances that may prevent Board members from attending a meeting in person.

(D) Conducting meetings through use of Communications Media Technology will ease the burden of Board members, customers, and the general public required to travel long distances for meetings.

(E) Conducting meetings through use of Communications Media Technology will prevent Board members, customers, and the general public from having to pay costs associated with travel to and from FGFA Board meetings.

(F) It is in the best interest of the FGFA to allow meetings to be conducted using Communications Media Technology.

SECTION 2. PURPOSE. The purpose of this Policy is to establish the procedures through which the Board may conduct meetings using Communications Media Technology in

accordance with the provisions of Section 286.011, *Florida Statutes*, and Section 163.10(18), *Florida Statutes*, which authorizes the FGFA Board to conduct meetings in this manner.

SECTION 3. DEFINITIONS. The following terms shall have the following meetings for purposes of this policy:

"Communications Media Technology" means electronic equipment including, but not limited to, conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate.

"Electronic Meeting" means a meeting conducted using Communications Media Technology where one or more members of the FGFA Board are in attendance from a Remote Location, and at which the public is able to attend and participate from a Remote Location.

"Remote Location" means any place other than a designated location for a Board meeting where the Board, staff, consultants, or members of the public may have access to and participate in a Board meeting.

SECTION 4. ELECTRONIC MEETINGS. In accordance with Florida law, the FGFA Board hereby determines that it is appropriate to conduct Electronic Meetings using Communications Media Technology so long as all requirements of this policy have been satisfied.

SECTION 5. NOTICE.

(A) Prior to conducting an Electronic Meeting which is accessible from a Remote Location, the Board shall include a statement in all meeting notices that such meeting will involve the use of Communications Media Technology.

(B) Meeting notices for Electronic Meetings shall include a statement as to how members of the public may attend and participate in the meeting from a Remote Location. The notice shall also identify locations in each County where members of the public may utilize Communications Media Technology to attend and participate in the Electronic Meeting.

SECTION 6. ADDITIONAL REQUIREMENTS. In addition to other meeting requirements adopted by the FGFA Board, the following requirements and limitations apply to Electronic Meetings:

(A) For any meeting or workshop of the Board, a quorum must exist at all times. A quorum shall be deemed to exist so long as a majority of the membership of the FGFA Board is participating in a Board meeting either in person at a designated meeting location or from a Remote Location through use of Communications Media Technology.

(B) Communications Media Technology may not be used to conduct a public hearing or any meetings authorized by Florida law to be exempt from Section 286.011, Florida Statutes. Rather, Board members participating in these meetings must be physically present at the meeting location designated for such meetings in the published meeting notice.

(C) All persons attending an Electronic Meeting of the Board shall have real time audio contact, and may also have real time video contact with the Board members participating in the meeting. Minor delays caused by use of the Communications Media Technology are permissible.

(D) In the event the Communications Media Technology equipment used to allow participation or attendance at a Board meeting fails, causing a lack of a quorum, no additional business may be conducted until the quorum is reconstituted.

(E) Votes taken in Electronic Meetings shall be by roll call with each Board member audibly verbalizing their vote.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective upon its approval by the FGFA Board of Supervisors.

PASSED AND DULY ADOPTED at the meeting of the Board of Supervisors of the Florida Green Finance Authority on the 7th day of April, 2016.

FLORIDA GREEN FINANCE AUTHORITY

By: _____

Chairman

Boutsis, Eve

From: Devesh Nirmul <dnirmul@renewfinancial.com>
Sent: Tuesday, August 16, 2016 9:34 PM
To: Tonioli, Flavia
Subject: Renew Financial's Responses to Latest Round of MB's Clarifying Questions
Attachments: FGFA Res 2016-04 Relating to Electronic Meeting Requirements-3.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Flavia, here are our responses to the questions you sent this morning. We are looking for additional supporting information from the city on Q2.

1) Miami Beach: PACE Board interlocal says quorum can be by media, not person. For quorum purposes (and board members are governmental entities), the person should be present to be in compliance with a public meeting.

Florida Statutes section 163.01(18), included below, provides express authority for the Florida Green Finance Authority, a separate legal entity created under 163.01(7), F.S., having members in at least five counties, three of which are not contiguous, to establish a meeting quorum using participation through electronic communications media.

163.01(18) Any separate legal entity created under subsection (7) which has member public agencies located in at least five counties, of which at least three are not contiguous, may conduct public meetings and workshops by means of communications media technology. The notice for any such public meeting or workshop shall state that the meeting or workshop will be conducted through the use of communications media technology; specify how persons interested in attending may do so; and provide a location where communications media technology facilities are available. The participation by an officer, board member, or other representative of a member public agency in a meeting or workshop conducted through communications media technology constitutes that individual's presence at such meeting or workshop. As used in this subsection, the term "communications media technology" means conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate.

Please see the attached Resolution No. 2016-04 approved by the Florida Green Finance Authority Board of Supervisors, formally adopting a Remote Meetings Policy consistent with this statute.

2) Miami Beach: Other PACE programs completely indemnify the City (regarding the limits of liability section of the interlocal). In sub (b), each has to defend any action against its agency. Would RenewPACE completely indemnify the City? Is this mentioned in any sections of the interlocal?

Please send us the specific indemnification language you would like included. We have negotiated this type of language with other local governments, treating this as a routine amendment to their Party Membership Agreements. Particular indemnification language is included in the Party Membership Agreement, rather than the Interlocal Agreement, because it is individualized to the local government.

3) Other PACE programs do not require the City to have/maintain our own insurance; they provide the insurance. Would RenewPACE provide the insurance?

Per Sections 6 (b) and (c) of our Second Amended and Restates Interocal Agreement, insurance is maintained for the Florida Green Finance Authority. We also reviewed the documents recently executed between Ygrene and the City of Miami Beach and the Florida PACE Funding Agency and the City of Miami Beach (at http://www.miamibeachfl.gov/cityclerk/agendaitemlist.aspx?id50=6964&Title=Agenda), and we saw the following provisions:

- Section 15 of Ygrene's Amended and Restated Interlocal Agreement states that "the Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities." We are unclear on other sections or paragraphs, from Ygrene's Membership Agreement or Amended Interlocal Agreement, regarding insurance to, or for, the local government.

- We cannot find a reference to insurance coverage in the Florida PACE Funding Agency's subscription agreement with the City of Miami Beach, although we may have missed it.

There may have been other documents from these two PACE providers that the City reviewed and found language regarding insurance requirements, but we are unclear what those other provisions are, so please provide if we missed something in our review.

Let us know if you have any other questions and thanks again for keeping the communication going on this!

Best,

Devesh Nirmul LEED AP O+M | CEM | CSDP
Senior Director
Renew Financial
813-230-7704
dnirmul@renewfinancial.com

renewfinancial.com
Follow us on Twitter | Facebook | LinkedIn