
TOWN OF PALM BEACH, FLORIDA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Escrow Agent

ESCROW DEPOSIT AGREEMENT
relating to
Town of Palm Beach, Florida
Public Improvement Revenue and Refunding Bonds
Series 2010A
(Capital Improvement Program)

Dated October __, 2019

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into this ____ day of October, 2019, by and between the Town of Palm Beach, Florida (the “Town”), a municipal corporation of the State of Florida validly existing under and by virtue of the laws of the State of Florida, and its successors and assigns and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States, and its successors and assigns, as Escrow Agent (the “Escrow Agent”):

W I T N E S S E T H:

WHEREAS, the Town has heretofore issued and there are now outstanding the Refunded Bonds (as hereinafter defined) under and pursuant to the Refunded Bond Resolution (as hereinafter defined); and

WHEREAS, the Refunded Bonds are to be refunded through a portion of the proceeds of the Town’s \$_____ aggregate principal amount Public Improvement Revenue Refunding Bond, Series 2019 (the “Series 2019 Bond”), and other available moneys of the Town as contemplated by the Series 2019 Resolution (as hereinafter defined); and

WHEREAS, pursuant to Article V of the Refunded Bond Resolution, the Refunded Bonds shall be deemed to be paid within the meaning of the Refunded Bond Resolution and shall no longer be secured by or entitled to the benefits of the Refunded Bond Resolution except for the purposes of the payment from the money and U.S. Obligations hereunder when: (a) payment of the principal of and premium, if any, on such Refunded Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption) shall have been provided for by irrevocably depositing with the Paying Agent for the Refunded Bonds or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment U.S. Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be, and (c) proper notice of redemption of such Refunded Bonds shall have been previously given in accordance with the Refunded Bond Resolution; and

WHEREAS, in order to provide for the payment of principal of, interest on and redemption premium, if any, on the Refunded Bonds by the proper and timely deposit and application of the moneys and obligations (including investment income and earnings derived therefrom) required for payment of the Refunded Bonds and to furnish irrevocable instructions therefor, it is necessary to enter into this Escrow Deposit Agreement and to enter into certain covenants for the benefit of the holders from time to time of the Refunded Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” shall mean this Escrow Deposit Agreement, dated October ___, 2019, by and between the Town and the Escrow Agent.

“Bond Registrar” shall mean The Bank of New York Mellon Trust Company, N.A.

“Escrow Agent” shall mean The Bank of New York Mellon Trust Company, N.A., as Escrow Agent.

“Paying Agent” shall mean The Bank of New York Mellon Trust Company, N.A.

“Refunded Bonds” shall mean the outstanding Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) maturing on and after January 1, 2021, as described in Schedule A hereto.

“Refunded Bond Resolution” shall mean Resolution No 13-10 as supplemented by Resolution No. 14-10 both adopted by the Town Council on January 12, 2010.

“Series 2019 Resolution” shall mean Resolution No. ___-2019 adopted by the Town Council on October 10, 2019.

“Town” shall mean the Town of Palm Beach, Florida, a municipal corporation validly existing under the laws of the State of Florida.

“U.S. Obligations” shall mean direct non-callable, non-prepayable obligations of, or direct non-callable, non-prepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America which are not subject to redemption prior to their maturity other than at the option of the holder thereof and maturing not later than such date or dates on which such monies will be needed to pay principal of, interest, and redemption premium, if any, on the Refunded Bonds pursuant to the terms hereof. “U.S. Obligations” shall not include investments in investment funds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 1. (a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the “Town of Palm Beach, Florida Public Improvement Revenue Refunding Bond, Series 2019 Escrow Fund” (hereinafter the “Escrow Fund”) to be held in the custody of the Escrow Agent separate and apart from all other funds of the Town or the Escrow Agent.

(b) Concurrently with the execution of this Agreement, there is hereby deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges the receipt of, immediately available moneys in the amount of \$_____ (\$_____ derived from a contribution of the Town from available moneys and \$_____ derived from the proceeds of the Series 2019 Bond). The amount received by the Escrow Agent pursuant to the preceding sentence shall be deposited in the Escrow Fund. The amount deposited in the Escrow Fund will be sufficient to purchase the U.S. Obligations listed on Schedule B hereto, leaving a cash balance in the Escrow Fund of \$_____.

SECTION 2. The Escrow Agent, at the written direction of the Town which is hereby given to the Escrow Agent pursuant to this Section, shall purchase the U.S. Obligations listed on Schedule B hereto solely from the moneys deposited in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the U.S. Obligations purchased therewith, together with all income or earnings thereon, to the payment of the principal or redemption price of and interest due or to become due on the Refunded Bonds as the same become due and payable. The Escrow Agent shall withdraw from the Escrow Fund the maturing principal amount of and the interest paid on the U.S. Obligations, together with any other moneys available for such purpose, and shall pay over to the Paying Agent moneys in an amount sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds as the same shall become due, as set forth in Schedule A attached hereto. The Escrow Agent shall have no power or duty to invest or reinvest any moneys held hereunder to make substitutions of U.S. Obligations held hereunder or to sell, transfer or otherwise dispose of the U.S. Obligations acquired hereunder except as provided in this Agreement.

SECTION 3. The Town hereby irrevocably designates the Refunded Bonds for prior optional redemption on January 1, 2020. The Town hereby irrevocably instructs the Escrow Agent to cause the Paying Agent to mail postage prepaid, no less than thirty (30) days nor more than sixty (60) days prior to January 1, 2020, a notice of redemption of the Refunded Bonds substantially in the form of Exhibit A hereto to such persons and at the time and in the manner required by the Refunded Bond Resolution. Additionally, with respect to the Refunded Bonds, the Town irrevocably instructs the Escrow Agent to mail postage prepaid, a notice in substantially the form of Exhibit B hereto, as soon as practicable, to each of the owners of the Refunded Bonds then outstanding, at its address, if any, appearing upon the registry of the Town. The Escrow Agent hereby accepts the irrevocable instructions given to it in this Section and hereby confirms that it will take all the actions required to be taken by it under the Refunded Bond Resolution in order to effectuate the redemption or payment of the Refunded Bonds in accordance with this Section.

SECTION 4. At the written request of the Town and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the

redemption or otherwise dispose of the U.S. Obligations held in the Escrow Fund and to substitute therefor U.S. Obligations which are available for purchase with the proceeds derived from such disposition on the date of such transaction. The foregoing may be effected only if: (i) the amounts and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal or redemption price of and interest on the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive and may conclusively rely upon the unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance to the effect that such disposition and substitution would not cause any of the Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution and applicable to obligations issued on the issue date of the 2016B Bonds and (iii) the Escrow Agent shall receive and may conclusively rely upon a certification from a firm of independent certified public accountants stating that, after such transaction, the principal of and interest on the U.S. Obligations in the Escrow Fund will, together with other moneys available for such purpose, be sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds without further reinvestment.

SECTION 5. The trust created hereby shall be irrevocable and may not be pledged other than to the holders of the Refunded Bonds. The holders of the Refunded Bonds shall have an express first lien on all moneys and the principal of and interest due or to become due on all U.S. Obligations deposited in the Escrow Fund until used and applied in accordance with this Agreement.

SECTION 6. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The liability of the Escrow Agent for the payment of the principal or redemption price, if applicable, of and interest on the Refunded Bonds shall be limited to the amounts deposited in the Escrow Fund pursuant to this Agreement and the earnings thereon. The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Escrow Agent undertakes to perform only those duties as specifically set forth herein and in accordance with the Refunded Bond Resolution and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall not be liable for any error of judgment or any act or steps taken or permitted to be taken in good faith, or for any mistake in law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or negligence.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Town. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be fully protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the

Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the Town or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the Town of its intention to retain counsel.

The Escrow Agent may act through its officers, employees, agents and attorneys appointed by it with due care. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained under this Agreement, and the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder.

If the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto (other than due to the Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the Town of the same in writing and the Town shall promptly pay the Escrow Agent for such documented extraordinary fees and expenses reasonably and necessarily incurred in connection therewith.

The Escrow Agent shall be paid by the Town from time to time, from sources other than the Escrow Fund, all reasonable compensation for all services rendered by the Escrow Agent under this Agreement or any amendment hereto, and also all reasonable expenses, charges, counsel fees, costs and expenses and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties hereunder, including any costs, expenses and liabilities incurred in carrying out its duties hereunder during an attempt to pursue any remedy hereunder.

The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 7. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days' written notice to the Town and mailing notice thereof, specifying the date when such resignation will take effect, to the Town and the Paying Agent, but no such resignation shall take effect unless a successor Escrow Agent hereunder shall have been appointed by the Town and such successor Escrow Agent shall have accepted such appointment, in which event such

resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Town and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding, but no such removal shall take effect until the appointment and acceptance of a successor Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Town. The Town shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 7.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by the Town pursuant to the foregoing provisions of this Section 7 within sixty (60) days after written notice of resignation or removal of the Escrow Agent has been given to the Town or the Escrow Agent, as applicable, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the Town the prorated portion of prepaid fees not yet incurred or payable less any termination fees and expenses at the time of discharge.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than \$75,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Town an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Town execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses (including attorney's fees, costs and expenses) of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Town be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be

vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Town.

Any corporation or other legal entity into which the Escrow Agent, or any successor to it in the trusts created by the Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or other legal entity resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation or other legal entity to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8. This Agreement is made for the benefit of the Town, the holders from time to time of the Refunded Bonds and the holders from time to time of the Series 2019 Bond and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Town; provided, however, that the Town and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or Town that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to include under this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 9. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The balance of moneys, if any, remaining in the Escrow Fund established under this Agreement shall thereafter be returned to the Town.

SECTION 10. The Escrow Fund shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of

the Town and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 11. If any one or more of the covenants or agreements provided in this Agreement on the part of the Town or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 12. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Town or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 13. This Agreement shall be governed by the applicable law of the State of Florida without regard to conflict of law principles.

SECTION 14. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

TOWN OF PALM BEACH, FLORIDA

By: _____
Mayor

[SEAL]

Attest: _____
Town Clerk

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Escrow Agent

By: _____
Name:
Title:

[Signature Page]

SCHEDULE A

Refunded Bonds

Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds,
Series 2010A (Capital Improvement Program) maturing on January 1, in the years and the principal
amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>
2021	\$ 140,000	5.000%
2022	145,000	5.000
2023	150,000	5.000
2024	160,000	5.000
2025	170,000	5.000
2026	175,000	5.000
2027	185,000	5.000
2028	195,000	4.125
2029	205,000	5.000
2030	215,000	5.000
2034	965,000	5.000
2040	1,855,000	5.000

Annual Payment Schedule Refunded Bonds

<u>Payment Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Premium</u>	<u>Total Payment Date Requirements</u>
January 1, 2020	\$113,146.88	\$4,560,000	\$0	\$4,673,146.88

Paying Agent: The Bank of New York Mellon Trust Company, N.A.

SCHEDULE B

US OBLIGATIONS

I. PURCHASES FROM TOWN CONTRIBUTION MONEYS

<u>Type of Security</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Par Amount</u> \$	<u>Coupon Rate</u> %	<u>Price</u> \$
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II. PURCHASES FROM SERIES 2019 BOND PROCEEDS

<u>Type of Security</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Par Amount</u> \$	<u>Coupon Rate</u>	<u>Price</u> \$
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NOTICE OF REDEMPTION

TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2010A
(CAPITAL IMPROVEMENT PROGRAM)
(DATED: FEBRUARY 25, 2010) MATURING ON JANUARY 1, 2021
THROUGH AND INCLUDING JANUARY 1, 2040

NOTICE IS HEREBY GIVEN to the holders of the outstanding Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program), maturing on January 1, 2021 through and including January 1, 2040 collectively, (the “Bonds”) that (i) pursuant to the requirements of Article V of Resolution No. 13-10 adopted by the Town Council of the Town of Palm Beach, Florida on January 12, 2010 (the “Refunded Bond Resolution”), the Town has deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, in escrow, direct non-callable, non-prepayable obligations of or direct non-callable, non-prepayable obligations unconditionally guaranteed as to the full and timely payment by, the United States of America, which, together with cash on deposit with the Escrow Agent shall be sufficient, to pay when due the principal or redemption price if applicable, and the interest due and to become due on said Bonds on January 1, 2020 (the “Redemption Date”), and as a result of such deposit said Bonds are deemed to have been paid in accordance with Article V of the Refunded Bond Resolution and (ii) such Bonds have been called for redemption prior to maturity on Redemption Date, at the redemption prices set forth below, plus accrued interest to such date of redemption.

The Bond numbers, interest rates, CUSIP, redemption prices and maturities to be redeemed are as follows:

<u>Bond No.</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Redemption Price</u>	<u>CUSIP No.*</u>
R-24	January 1, 2021	5.000%	100%	696583GDP
R-26	January 1, 2022	5.000	100	696583GE7
R-28	January 1, 2023	5.000	100	696583GF4
R-30	January 1, 2024	5.000	100	696583GG2
R-32	January 1, 2025	5.000	100	696583GH0
R-34	January 1, 2026	5.000	100	696583GJ6
R-36	January 1, 2027	5.000	100	696583GK3
R-38	January 1, 2028	4.125	100	696583GL1
R-40	January 1, 2029	5.000	100	696583GM9
R-42	January 1, 2030	5.000	100	696583GN7
R-44	January 1, 2034	5.000	100	696583GP2
R-46	January 1, 2040	5.000	100	696583GQ0

* THE ABOVE CUSIP NUMBER HAS BEEN ASSIGNED TO THE BONDS BY THE CUSIP SERVICE BUREAU OF STANDARD AND POOR'S CORPORATION AND IS INSERTED HEREIN FOR THE CONVENIENCE OF THE HOLDER(S) OF THE BONDS TO BE REDEEMED. NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE FOREGOING CUSIP NUMBER OR THE CUSIP NUMBER PRINTED ON THE BONDS.

On January 1, 2020, there shall become due and payable upon presentation and surrender of the Bonds at the office of The Bank of New York Mellon Trust Company, N.A., [New York, New York], the above-mentioned redemption prices, together with interest accrued on the Bonds to such redemption date and, **FROM AND AFTER JANUARY 1, 2020, INTEREST ON THE BONDS SHALL CEASE TO ACCRUE AND BE PAYABLE.**

Payment of the amounts due will be made only on presentation and surrender of the Bonds at the Office of the Bond Registrar.

In compliance with the Interest and Dividend Compliance Act of 1983 and Broker Reporting Requirements, we are required to withhold 28% of the principal amount of your holdings redeemed unless we are provided with your Social Security Number or Taxpayer Identification Number, properly certified or submitted on a W-9 Form. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your bonds for payment.

Dated this ____ day of November, 2019.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
Paying Agent

DEFEASANCE NOTICE

TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2010A
(CAPITAL IMPROVEMENT PROGRAM)
(DATED: FEBRUARY 25, 2010)
MATURING ON JANUARY 1, 2021
THROUGH AND INCLUDING JANUARY 1, 2040

NOTICE IS HEREBY GIVEN that, pursuant to Article V of Resolution No. 13-10 adopted by the Town Council of the Town of Palm Beach, Florida on January 12, 2010 (the “Refunded Bond Resolution”), the Town has irrevocably deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, and irrevocably set aside for such payment, cash and U.S. government securities, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal, interest and redemption premium, if any on the Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) maturing on January 1, 2021 through and including January 1, 2040 (collectively the “Refunded Bonds”). The Bond Numbers, CUSIP Numbers, principal amounts and maturities of such Refunded Bonds are as follows:

<u>Bond No.</u>	<u>Maturities</u>	<u>Principal Amount</u>	<u>CUSIP No.*</u>
R-11	January 1, 2021	\$ 140,000	696583GD9
R-12	January 1, 2022	145,000	696583GE7
R-13	January 1, 2023	150,000	696583GF4
R-14	January 1, 2024	160,000	696583GG2
R-15	January 1, 2025	170,000	696583GH0
R-16	January 1, 2026	175,000	696583GJ6
R-17	January 1, 2027	185,000	696583GK3
R-18	January 1, 2028	195,000	696583GL1
R-19	January 1, 2029	205,000	696583GM9
R-20	January 1, 2030	215,000	696583GN7
R-21	January 1, 2034	965,000	696583GP2
R-22	January 1, 2040	1,855,000	696583GQ0

The Refunded Bonds have been selected for redemption prior to their maturity on January 1, 2020 (the “Redemption Date”). **ON OR AFTER THE REDEMPTION DATE, NO**

* THE ABOVE CUSIP NUMBER HAS BEEN ASSIGNED TO THE BONDS BY THE CUSIP SERVICE BUREAU OF STANDARD AND POOR’S CORPORATION AND IS INSERTED HEREIN FOR THE CONVENIENCE OF THE HOLDER(S) OF THE BONDS TO BE REDEEMED. NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE FOREGOING CUSIP NUMBER OR THE CUSIP NUMBER PRINTED ON THE BONDS.

INTEREST SHALL ACCRUE ON SAID REFUNDED BONDS. The Refunded Bonds which have been called for redemption will be paid from funds irrevocably deposited for this purpose in the Town of Palm Beach, Florida Public Improvement Revenue Refunding Bond, Series 2019 Escrow Fund established with the Escrow Agent.

TOWN OF PALM BEACH, FLORIDA

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Paying Agent for the
Refunded Bonds

Dated October ____, 2019.