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 INCLUDING THEREBY. BUT 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

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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. 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.

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.

- 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.

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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 Francis - Circuit Jud

Original to Clerk OCT 2 7 2014

OCT 2 7 2014

Copies sent UCT 2 7 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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