

## RATE LOCK LETTER AGREEMENT

March 26, 2024

Hernando County, Florida

### Defined Terms:

Rate Lock Date: March 26, 2024

Rate Lock Funding Date: XXX

Rate Lock Breakage Date: Date on which the rate lock is broken on or before the Rate Lock Funding date.

Rate Lock Amount: \$5,500,000

Annual Interest Rate (%): XXX

Designated Tenor: 10 years

This letter is to confirm that, pursuant to your request, JPMorgan Chase Bank, N.A. (the “Bank”) has reserved for Hernando County, Florida ( the “Issuer”) \$5,500,000 in fixed rate funds effective on the Rate Lock Date, in anticipation of the Issuer’s financing need on or before Rate Lock Funding Date, as further evidenced by the Bank’s commitment letter dated February 20, 2024 accepted by Hernando County, Florida.

The interest rate for the 10 year period (the “Designated Tenor”) of the above-described financing will be at an annual rate equal to XXX %.

Nothing in this letter shall evidence the commitment of the Bank to engage in the proposed transaction. However, in order to lock the interest rate for this transaction, Issuer agrees that, if for any reason, the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Issuer shall pay a Reinvestment Premium to the Bank within 5 business days of the Bank’s written request, as further described below.

- I. A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate (defined below) for the Designated Tenor on the Rate Lock Date plus XX basis points and (ii) equals the total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate for the Designated Tenor on the Rate Lock Breakage Date. For purposes of calculating the Reinvestment Premium, “Swap Rate” means, for a specified date and maturity, the most recently available rate as of that date for a U.S. Dollar SOFR interest rate swap (annual payments of fixed rate versus compounded daily SOFR) of that maturity (the “U.S. Dollar SOFR ICE Swap Rate”) as listed in USD Rates SOFR 1100 Report as administered by ICE Benchmark Administration Limited (IBA) at or about 11:15 a.m., New York City, New York time, and published by Bloomberg Professional Services (the “Service”) or other information vendors acceptable to the Bank or the following alternatives, as applicable: (a) if the Service does not publish a USD Rates

SOFR 1100 Report on either the Rate Lock Date or the Rate Lock Breakage Date, the most recent U.S. Dollar SOFR ICE Swap Rate published by the Service or administered by the IBA as of the Rate Lock Date or Rate Lock Breakage Date, as applicable shall be utilized, unless such U.S. Dollar SOFR ICE Swap Rate was published more than two business days prior to either the Rate Lock Date or the Rate Lock Breakage Date, as applicable, in which event, the Bank may, notwithstanding any other considerations, calculate the Swap Rate using either alternative (b) or (c); (b) if the Service no longer publishes a USD Rates SOFR 1100 Report, if the IBA no longer administers a USD Rates SOFR 1100 Report, or if the most recent U.S. Dollar SOFR ICE Swap Rate was published more than two business days prior to either the Rate Lock Date or the Rate Lock Breakage Date, as applicable, the Bank may utilize other sources for determining the value of the U.S. Dollar SOFR ICE Swap Rate or may, in lieu of the U.S. Dollar SOFR ICE Swap Rate, utilize other U.S. dollar interest rate swap rates obtained from other sources that it determines, in its sole discretion, provide current market-based information as to mid-price U.S. dollar interest rate swap rates; or (c) if there is no Swap Rate for the Designated Tenor, the applicable Swap Rate will be based upon the linear interpolation between the Swap Rates reported by the Service, administered by the IBA, or otherwise made available by alternative sources for the closest tenors above and below the Designated Tenor. The Bank's determination of the interpolated rate shall be deemed conclusive.

- II. If (ii) above is equal to or greater than (i) above, then no Reinvestment Premium is due.
- III. The Reinvestment Premium payable to the Bank shall be equal to the present value of the difference in scheduled interest payments of (i) above less (ii) above for each scheduled interest period, discounted at the applicable Swap Rate as of the Rate Lock Breakage Date, as determined above.

If the Issuer is in agreement with the above, please indicate such acceptance by providing signatures as set forth below, and returning this letter to my attention. This rate lock letter is only effective if the Commitment Letter, as issued by the Bank, has been timely executed by the Issuer.

JPMorgan is delighted to be of assistance in this matter and looks forward to working with you to complete this transaction.

Yours truly,

**JPMORGAN CHASE BANK, N.A.**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed to and accepted by:

**Hernando County, Florida**

Date: \_\_\_\_\_, 20\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_