

CONTINUING DISCLOSURE CERTIFICATE

This **CONTINUING DISCLOSURE CERTIFICATE** (the “Disclosure Certificate”) dated as of _____, 2019 is executed and delivered by the **CITY OF LAUDERHILL, FLORIDA** (the “Issuer”) in connection with the issuance of \$_____ Half-Cent Sales Tax Revenue Bonds, Series 2019A and \$_____ Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B (collectively, the “Bonds”). The Bonds are being issued by the City pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, the City’s Home Rule Charter and Ordinance No. 96-110 enacted by the City Commission of the City (the “City Commission”) on April 26, 1996, as supplemented by Ordinance No. _____ enacted by the City Commission on _____, 2019 (collectively, the “Ordinance”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other consideration herein contained the Issuer covenants and agrees as follows:

1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds and to assist the Participating Underwriter (herein defined) of the Bonds in complying with the applicable provisions of Rule 15c2-12(b)(5) (the “Rule”) promulgated by the Securities and Exchange Commission (“SEC”) pursuant to the Securities Exchange Act of 1934, as amended from time to time.

The provisions of this Disclosure Certificate are supplemental and in addition to the provisions of the Ordinance with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer or any other person of any covenant, agreement or obligation under the Ordinance (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer or any other person from making any reports, filings or notifications required by the Ordinance or any applicable law.

2. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Business Day” means any day other than a Saturday, Sunday or a day on which the Issuer is required, or authorized or not prohibited by law (including executive orders), to close and is closed.

“Dissemination Agent” shall mean the Issuer, acting in its capacity as Dissemination Agent hereunder, or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation. For purposes of this Disclosure Certificate the initial Dissemination Agent shall be Digital Assurance Certification, L.L.C.

“Financial obligation” as used in this Disclosure Certificate is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Listed Event” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to the Securities Exchange Act of 1934, as amended.

“National Repository” shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the SEC recognizes the MSRB, through its Electronic Municipal Market Access (“EMMA”) system described in Securities and Exchange Commission Release No. 34-59062, as the National Repository.

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds, subject to certain exceptions set forth in the Rule. The Issuer is the sole Obligated Person with respect to the Bonds.

“Official Statement” shall mean the final offering document relating to the Bonds.

“Owners” shall have the meaning ascribed thereto in the Ordinance with respect to the Bonds and shall include beneficial owners of the Bonds, including those that have the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or are treated as the owner of any Bonds for federal income tax purposes.

“Participating Underwriter” shall mean RBC Capital Markets, LLC, in its capacity as the original Underwriter of the Bonds required to comply with the Rule in connection with the initial offering of the Bonds.

“Repository” shall mean the National Repository and each State Repository, if any.

“State” shall mean the State of Florida.

“State Repository” shall mean the state information repository, if any, designated by the State and with which filings are required to be made by the Issuer in accordance with the Rule.

3. Content of Annual Reports.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The most recent audited financial statements of the Issuer, which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board (the "Audit").

(ii) To the extent not set forth in the Audit, an update, as of the end of the immediately preceding Fiscal Year for which an Audit is available, of the financial and operating data of the Issuer presented in the Official Statement in the tables under the subcaptions "HALF-CENT SALES TAX—Historical Collections" and "HALF-CENT SALES TAX—Pro-Forma Historical Debt Service Coverage."

(b) To the extent any of the items set forth in subsection (ii) above are included in the Audit referred to in subsection (i) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by specific reference from other documents, including offering documents of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final offering document, it must be available from the MSRB or EMMA. The Issuer shall clearly identify each such other document so incorporated by specific reference.

4. Provision of Annual Reports.

(a) The Issuer shall provide the Annual Report to the Dissemination Agent no later than 210 days after the close of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2019, subject to extension as provided herein with respect to the Issuer's audited financial statements (the "Annual Filing Date"). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(b) of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report, and provided, further, that notwithstanding anything to the contrary herein, if the Issuer's audited financial statements are not publicly available within 210 days after the close of the Issuer's Fiscal Year, the Issuer's audited financial statements may be provided later than such date, but not later than 30 days after such audited financial statements become publicly available in accordance with State law, which currently requires the Issuer's audited financial statements to be provided no later than 270 days after the close of the Issuer's Fiscal Year. The Issuer shall cause the Dissemination Agent to provide to each Repository the components of an Annual Report which satisfies the requirements of this subsection 4(a) of this Disclosure Certificate. In furtherance thereof, the Dissemination Agent shall request the Annual Report (which request shall be in writing and may be made via e-mail to the Issuer) at least thirty (30) days prior to the Annual Filing Date. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to this Section 4. Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 5(a)(xvi) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Listed Event described in Section 5(a)(xvi) shall have occurred and the Issuer hereby directs the Dissemination Agent to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of the National Repository and each State Repository, if any; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report has been provided pursuant to this Disclosure Certificate and stating the date(s) it was provided.

5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any Listed Event set forth below with respect to the Bonds:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties*;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties*;

(v) substitution of credit facility providers, or their failure to perform*;

*The Bonds are not secured by the Reserve Account and have no credit enhancement/credit facilities.

- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of any property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the Issuer (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) the appointment of a successor or additional paying agent or registrar or the change of name of a paying agent or registrar, if material;
- (xv) Occurrence of any Event of Default under the Ordinance (other than as described in clause (i) above), if material;
- (xvi) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;

- (xvii) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and
- (xviii) Failure to provide the Annual Report as required under this Disclosure Certificate that contains, in all material respects, the information required under Section 4 of this Disclosure Certificate, which failure shall, in all cases, be deemed material.

(b) For purposes of the foregoing, a matter shall be deemed to be “material” within the meaning set forth above, if the Issuer, in reliance upon the advice of counsel expert in federal securities laws, which may include its Bond Counsel, determines that the matter in question is material under federal securities laws. The Issuer shall notify the Dissemination Agent in writing of the occurrence of any Listed Event in (i) through (xvii) and direct the Dissemination Agent to file a notice of the occurrence of such Listed Event with each Repository; provided that such notice to the Dissemination Agent must be provided in sufficient time to ensure that the Dissemination Agent will file notice of the occurrence of such Listed Event with each Repository in a timely manner not in excess of ten (10) Business Days after the occurrence of the Listed Event.

(c) If the Dissemination Agent has been instructed in writing by the Issuer to file notice of the occurrence of a Listed Event or is otherwise authorized by this Disclosure Certificate to file such notice, the Dissemination Agent shall immediately file notice of such Listed Event with each Repository in a form agreed upon by the Issuer and the Dissemination Agent.

6. Termination of Disclosure Certificate. This Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent is Digital Assurance Certification, L.L.C.

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles

to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall not have any obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Owners of at least 25% aggregate principal amount of Outstanding Bonds, or any beneficial owner of a Bond may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, to comply with its respective obligations under this Disclosure Certificate. No default hereunder shall be deemed an Event of Default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in the applicable written dissemination agent agreement between the Issuer and such Dissemination Agent and in this Disclosure Certificate. The Dissemination Agent shall have no obligation to notify the Issuer of an event that may constitute a Listed Event. The Issuer represents and warrants that it will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Certificate. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer as thereafter disseminated by the Dissemination Agent.

12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and Owners of the Bonds (the Dissemination Agent, the Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Certificate), and shall create no rights in any other person or entity.

13. Issuer Cooperation. The Issuer agrees that the Dissemination Agent, in such capacity hereunder, may receive, upon request, from the Issuer, on a timely basis, any information or

reports within their respective control the Dissemination Agent requests in furtherance of the Dissemination Agent's duties hereunder, including balances in the Sinking Fund established under the Ordinance and such other information as it deems necessary to review compliance by the Issuer with its obligations hereunder.

14. Governing Law. This Disclosure Certificate shall be governed by the laws of the State and Federal law and exclusive venue shall be in any state or federal court having jurisdiction in Broward County, Florida.

15. Binding Effect. This Disclosure Certificate shall be binding upon each party and upon each successor and assignee of each party and shall inure to the benefit of, and be enforceable by, each party and each successor and assignee of each party.

[Signature page follows]

**SIGNATURE PAGE FOR
CONTINUING DISCLOSURE CERTIFICATE**

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Certificate as of the date and year set forth above.

[SEAL]

ATTEST

CITY OF LAUDERHILL, FLORIDA

City Clerk

By: _____
City Manager

**EXHIBIT A
NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Lauderdale, Florida

Name of Bond Issue: \$_____ Half-Cent Sales Tax Revenue Bonds, Series 2019A and \$_____ Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B (collectively, the "Bonds")

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report as required by Section 4(a) of the Continuing Disclosure Certificate dated as of _____, 2019 executed by the Issuer, executed and delivered in connection with the above-referenced Bonds. The Issuer has advised the undersigned that it anticipates that the Annual Report will be filed by _____, 20____.

Dated: _____

[DISSEMINATION AGENT]

cc: Issuer