

Bond Purchase Agreement

City of Lauderhill, Florida

\$ _____

Half-Cent Sales Tax Revenue Bonds, Series 2019A

and

\$ _____

Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B

_____, 2019

City Commission
City of Lauderhill, Florida

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the “Underwriter”), offers to enter into the following agreement (the “Purchase Contract”) with the City of Lauderhill, Florida (the “Issuer”) which, upon the Issuer’s written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. This offer is made subject to the Issuer’s written acceptance hereof on or before 5:00 p.m., Eastern time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Purchase Contract shall have the same meanings set forth in the Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. Purchase and Sale of the Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer’s \$ _____ Half-Cent Sales Tax Revenue Bonds, Series 2019A (the “2019A Bonds”) and Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B (the “2019B Bonds” and together with the 2019A Bonds, the “Bonds”). The Underwriter represents and warrants to the Issuer that it has been duly authorized to execute this Purchase Contract.

The Bonds are being issued by the Issuer pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, and the Issuer’s Home Rule Charter, as amended and supplemented, and other applicable law (collectively, the “Act”), and Ordinance No. 96-110 enacted by the City Commission of the Issuer (the “City Commission”) on April 26, 1996 (the “Bond Ordinance”), as supplemented by

Ordinance No. 19O-06-111 enacted by the City Commission on July 8, 2019 (the “Series Ordinance” and collectively with the Bond Ordinance, the “Ordinance”). The Bonds are special obligations of the Issuer, payable, both as to principal and interest, solely from, and secured by a first lien on and a pledge of the Gross Revenue and, to the extent provided in the Bond Ordinance, from the monies on deposit from time to time in the Funds and Accounts created under the Bond Ordinance (excluding the Reserve Account, which shall not secure the 2019 Bonds). For purposes of the Bond Ordinance, the term “Gross Revenue” means all proceeds of the Half-Cent Sales Tax (defined in the Bond Ordinance as the Local Government Half-Cent Sales Tax received by the Issuer from the State of Florida pursuant to Chapter 218, Part VI, Florida Statutes) and all investment income from monies held on deposit in any of the Funds or Accounts created under the Bond Ordinance and pledged to the 2019 Bonds, all as calculated in accordance with the method of accounting used in the official annual financial statements of the Issuer. The 2019 Bonds are being issued as Additional Bonds (and as Taxable Bonds, in the case of the 2019B Bonds) under the Bond Ordinance on a parity with the Issuer’s Half-Cent Sales Tax Refunding Revenue Bonds, Series 2010 currently Outstanding in the aggregate principal amount of \$5,330,000, Half-Cent Sales Tax Refunding Revenue Bonds, Series 2011B currently Outstanding in the aggregate principal amount of \$2,005,000 and Half-Cent Sales Tax Refunding Revenue Bond, Series 2015 currently Outstanding in the aggregate principal amount of \$2,530,000 (collectively, the “Prior Bonds”) and any Additional Bonds and Refunding Bonds hereafter issued and Outstanding under the Bond Ordinance. The principal amount of the Bonds to be issued, the dated date thereof, the maturities, redemption provisions, yields, prices and interest rates per annum are set forth in Schedule I attached hereto. The Bonds shall otherwise have such terms and provisions as set forth and described in the Official Statement referred to below.

The proceeds of the 2019A Bonds will be applied to finance (including through reimbursement), together with other legally available funds of the Issuer, the acquisition, extension, construction, improvement, renovation and equipping of various improvements included in the five-year capital improvement plan adopted by the Issuer from time to time, as more fully described herein, as same may be modified from time to time in accordance with the Ordinance and to pay costs of issuance of the 2019A Bonds [including allocable costs of the Policy]. Proceeds of the 2019B Bonds will be applied to finance (including through reimbursement), together with other legally available funds of the Issuer, the (i) acquisition of certain real property in the municipal boundaries of the Issuer and (ii) extension, construction, improvement, renovation and equipping on such real property, and/or certain adjacent land, of various improvements included in the five-year capital improvement plan adopted by the Issuer from time to time, as more fully described herein, as same may or shall be modified from time to time in accordance with the Ordinance and to pay costs of issuance of the 2019B Bonds [including allocable costs of the Policy].

The Issuer acknowledges and agrees that (i) the transaction contemplated by this Purchase Contract is an arm’s length commercial transaction between the Issuer and the Underwriter; (ii) the Underwriter, as underwriter, has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (iv) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto

irrespective of whether the Underwriter has provided or are currently providing other services to the Issuer on other matters; (v) the Underwriter is acting solely in its capacity as Underwriter for its own account; (vi) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract; and (vii) the Underwriter has provided to the Issuer prior written disclosures regarding (1) its role as underwriter, (2) its compensation, (3) any potential or actual material conflicts of interest, and (4) material financial characteristics and material financial risks associated with the transaction. The Issuer represents that it is capable of independently evaluating the disclosures and/or the Issuer has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate.

[The purchase price for the Bonds shall be \$_____ (representing the principal amount of the Bonds, plus [less] a net original issue premium [discount] of \$_____ and less an Underwriter's discount of \$_____).]

[The purchase price for the 2019A Bonds shall be \$_____ (representing the principal amount of the 2019A Bonds, plus [less] a net original issue premium [discount] of \$_____ and less an Underwriter's discount of \$_____).]

[The purchase price for the 2019B Bonds shall be \$_____ (representing the principal amount of the 2019B Bonds, plus [less] a net original issue premium [discount] of \$_____ and less an Underwriter's discount of \$_____).]

2. Public Offering and Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of all of the Bonds at a price or yield not to exceed the public offering prices or yields set forth on the inside cover page of the Official Statement and may subsequently change such offering prices or yields without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices or yields lower than the public offering prices stated on the inside cover page of the Official Statement; provided that on or before the Closing, the Underwriter shall execute and deliver to Greenspoon Marder LLP, Fort Lauderdale, Florida and Hall & Rosenberg, PL, Lauderdale, Florida (collectively "Bond Counsel") an issue price certificate, substantially in form attached hereto as Exhibit B, for the Bonds showing that at least ten percent of each maturity of the Bonds was sold to the public (exclusive of bondhouses and brokers).

(b) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(c) Except as otherwise set forth in Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public and indicate whether the Underwriter has agreed to accept the restrictions set forth in paragraph (d) below for any particular maturity, which will allow the Issuer to treat the initial offering price to the public as of the sale date of that maturity as the issue price of that maturity (the “hold-the-offering-price rule”). That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(d) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A)

to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

(f) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(g) In accordance with Section 218.385, Florida Statutes, the Underwriter hereby discloses the information required by such Section, including a truth-in-bonding statement, as provided in Schedule II attached hereto.

(h) Delivered to the Issuer herewith is a corporate check or checks payable to its order in the amount of \$_____ for the Bonds (the “Good Faith Check”). If the Issuer does not accept this offer, the Issuer shall promptly return the Good Faith Check to the Underwriter. If it accepts this offer, the Issuer agrees to hold the Good Faith Check uncashed until the Closing. At the Closing and upon the delivery of the Bonds, the Issuer shall return the

Good Faith Check to the Underwriter and the Underwriter shall pay the Issuer the entire purchase price of the Bonds. If the Issuer fails to deliver the Bonds at the Closing, or if the Issuer shall be unable to satisfy the conditions of the obligations of the Underwriter set forth in this Purchase Agreement (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, the Issuer shall promptly return the Good Faith Check to the Underwriter and such return shall constitute a full release and discharge of all claims and rights hereunder of the Underwriter against the Issuer. If the Underwriter fails (other than for a reason permitted herein) to accept delivery of and to pay for the Bonds at the Closing as herein provided, the Issuer shall retain and cash the Good Faith Check as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and neither party shall have any further rights against the other hereunder. It is understood by both the Issuer and the Underwriter that actual damages in the circumstances as described in the preceding sentence may be difficult or impossible to compute; therefore, the funds represented by the Good Faith Check are a reasonable estimate of the liquidated damages in this type of situation. Accordingly, the Underwriter hereby waives any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriter. No interest shall be paid by the Issuer upon the principal amount of the Good Faith Check.

3. The Official Statement.

(a) Preliminary Official Statement. The Issuer previously has delivered, or caused to be delivered, copies of a Preliminary Official Statement, dated _____, 2019, relating to the Bonds (the "Preliminary Official Statement"), to the Underwriter for its use in determining interest in the Bonds. The Issuer prepared the Preliminary Official Statement for use by the Underwriter in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby ratifies and approves the use by the Underwriter of the Preliminary Official Statement prior to the date hereof, and until the availability of the final Official Statement, in connection with the public offering of the Bonds. The Issuer hereby represents and warrants that it deemed the Preliminary Official Statement final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), as of its date, except for the omission of information specified in Section (b)(1) of the Rule, as permitted by Section (b)(1) of the Rule. The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement in electronic form through munios.com and in printed paper form.

(b) Final Official Statement. The Issuer shall prepare and provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the Issuer's acceptance of this Purchase Contract (but, in any event, not later than within seven business days after the Issuer's acceptance of this Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer) a final Official Statement which is complete as of the date of its delivery to the Underwriter, in such quantity and formats as the Underwriter shall reasonably request, and in any event in a "designated electronic format" (as defined in MSRB Rule G-32), in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). Such final Official Statement shall be substantially in the form of the Preliminary Official Statement, with

only such changes therein as shall have been accepted by the Underwriter or as shall be permitted by the Rule or the rules of the MSRB. Such final Official Statement, including the cover page, inside cover page, all exhibits, appendices, maps, pictures, diagrams, reports and statements included or incorporated therein or attached thereto, and any amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the "Official Statement." The Issuer hereby authorizes the Underwriter to use the Official Statement and the information contained therein in connection with the public offering and the sale of the Bonds. The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form through munios.com and in printed paper form.

(c) If, after the date of this Purchase Contract to and including the date the Underwriter are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period", as defined in the Rule, and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter, and if, in the reasonable opinion of the Underwriter and Disclosure Counsel to the Issuer, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish, at the Issuer's sole expense, in such quantity and in formats as the Underwriter shall reasonably request, and in a "designated electronic format", in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the MSRB, copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Purchase Contract and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement (and any supplements or amendments thereto) with the MSRB in the format prescribed by the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a validly existing municipal corporation of the State of Florida (the "State"), and at the date of the Closing will continue to have full legal right, power

and authority under the Act (i) to enact the Ordinance, (ii) to enter into, execute and deliver this Purchase Contract, [the Insurance Agreement between the Issuer and Assured Guaranty Municipal Corp. (the “Credit Provider”) relating to the Bonds maturing October 1 in the years---- (the “Insured Bonds”) (the “Insurance Agreement”),] and all other documents required hereunder and thereunder to be executed and delivered by the Issuer (this Purchase Contract, [the Insurance Agreement] and the Continuing Disclosure Certificate, which contains the Undertaking (as defined in Section 6(i)(2) hereof), are hereinafter referred to as the “Issuer Documents”), (iii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, (iv) to pledge the Gross Revenue, and (v) to carry out and consummate the transactions described in the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance, in all material respects with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) The Bond Ordinance and the Series Ordinance were duly enacted at meetings of the Commission called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and are in full force and effect and have not been amended or repealed, except as reflected therein. The Series Ordinance approving and authorizing the execution, as applicable, and delivery by the Issuer of the Bonds, the Issuer Documents, Preliminary Official Statement and Official Statement was duly enacted at a meeting of the Commission called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed;

(c) By all necessary official action of the Issuer prior to or concurrently with the acceptance of this Purchase Contract, the Issuer has duly authorized all necessary action to be taken by it for the (i) enactment of the Series Ordinance and the issuance and sale of the Bonds, (ii) approval of the Preliminary Official Statement and the Official Statement, (iii) approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Bonds and the Issuer Documents and (iv) consummation by the Issuer of all other transactions described in the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions described herein and in the Official Statement;

(d) The Bonds and the Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to principles of sovereign immunity of municipalities, bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights; the Bonds, when issued, delivered and paid for, in accordance with the Ordinance and this Purchase Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Ordinance and enforceable in accordance with their terms, subject to principles of sovereign immunity of municipalities, bankruptcy, insolvency, reorganization, moratorium and other similar laws, and principles of equity relating to or affecting the enforcement of creditors’ rights. Upon the issuance, authentication and delivery of the Bonds as aforesaid, the Ordinance will provide, for the benefit of the holders, from time to time, of the Bonds, a valid and binding lien on the Pledged Revenues as set forth in the Ordinance;

(e) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined below), and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any Material Judgment or Agreement, which in any such cases, would in any material way, directly or indirectly, adversely affect the issuance of the Bonds or the validity of the Bonds, the Ordinance or the execution and delivery of the Bonds or the Issuer Documents; and the execution and delivery of the Bonds and the Issuer Documents and the enactment of the Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or Material Judgment or Agreement, except as provided by the Bonds and the Ordinance. As used herein, the term "Material Judgment or Agreement" means any judgment or decree or any loan agreement, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Ordinance and the Issuer Documents);

(f) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(g) There is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer, (i) contesting the due organization and valid existence of the Issuer or the titles of its officers to their respective offices, (ii) affecting or seeking to prohibit, restrain or enjoin the collection and receipt by the Issuer of the Gross Revenue in the amounts currently being received, (iii) contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents or the Ordinance, (iv) contesting the exclusion from gross income of interest on the 2019A Bonds for federal income tax purposes, (v) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (vi) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Contract) at

all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(i) If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 3 of this Purchase Contract, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Ordinance;

(k) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the Issuer, (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(l) The financial statements of, and other financial information regarding, the Issuer contained in the Official Statement fairly present the financial position of the Issuer as of the dates and for the periods therein set forth, the audited financial statements in the Official Statement have been prepared in accordance with generally accepted accounting principles consistently applied and the other financial information in the Official Statement has been determined on a basis substantially consistent with that of the Issuer's audited financial statements included in the Official Statement. Prior to the Closing, the Issuer will not take any action within or under its control that will cause an adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer from that described in the Official Statement. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(m) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or take action to incur any material liabilities, direct or contingent, payable from or secured by any of the Pledged Revenues, except the Bonds, without the prior approval of the Underwriter;

(n) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Purchase Contract, shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

(o) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certificates may not be relied on;

(p) The Issuer, to the extent heretofore requested by the Underwriter, has delivered to the Underwriter true, correct, complete and legible copies of all information, applications, reports or other documents of any nature whatsoever submitted by the Issuer to any rating agency for the purpose of obtaining a rating for the Bonds and, in each instance, true, correct, complete and legible copies of all correspondence or other communications relating thereto; and

(q) During the last five years, the Issuer has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule except as otherwise disclosed in the Official Statement.

(r) Except as expressly disclosed in the Official Statement, the Issuer is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor. The Issuer has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The Issuer does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Bonds because the Issuer would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the Issuer would have been pledge or used to pay such securities or the interest thereon;

5. Closing.

(a) At 10:00 a.m. Eastern time, on _____, 2019, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriter, will, subject to the terms and conditions hereof, accept such delivery and the Underwriter will pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Contract in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Issuer or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter.

(b) Delivery of the Bonds in definitive form shall be made through DTC, utilizing the book-entry-only form of issuance. The definitive Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Series Ordinance, and shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection at the offices of DTC or, if the Bonds are to be held in

safekeeping for DTC by the Paying Agent/Registrar pursuant to DTC's FAST system, at the designated payment office of the Paying Agent/Registrar.

6. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Purchase Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and Underwriter's Counsel to deliver their respective opinions referred to hereafter;

(d) At the time of the Closing, all official action of the Issuer relating to the Bonds and the Issuer Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the Bonds;

(f) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions described in this Purchase Contract shall be reasonably satisfactory in legal form and effect to the Underwriter;

(g) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any;

(2) The Ordinance, with such supplements or amendments as may have been agreed to by the Underwriter if the supplement or amendment results in an event described in section 7(g), and an undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule as set forth in the Continuing Disclosure Certificate substantially in the form attached as an exhibit to the Official Statement (the “Undertaking”);

(3) The approving opinion of Bond Counsel with respect to the Bonds, in substantially the form and substance attached to the Official Statement as Appendix B;

(4) A supplemental opinion of Bond Counsel addressed to the Underwriter, substantially to the effect that:

(i) the Bonds are exempt from registration under the Securities Act of 1933, as amended (the “1933 Act”), and the Ordinance is exempt from qualification under the Trust Indenture Act of 1939, as amended; and

(ii) in its capacity as Bond Counsel, such firms have reviewed the information in the Official Statement under the captions “DESCRIPTION OF THE SERIES 2019 BONDS,” “SECURITY FOR THE SERIES 2019 BONDS,” “TAX MATTERS,” and “OTHER INFORMATION – Legal Matters and -Continuing Disclosure of Information,” and such firm is of the opinion that insofar as such information purports to be summaries or descriptions of the Bonds, the Ordinance, the Undertaking or state or federal law is an accurate and fair description of such information.

The supplemental opinion of Bond Counsel or a separate reliance letter of Bond Counsel will also state that the Underwriter is entitled to rely upon the opinion of Bond Counsel delivered in accordance with the provisions of Section 6(i)(3) of this Purchase Contract.

(5) An opinion, dated the date of the Closing and addressed to the Underwriter (which may be in the form of a reliance letter to the Underwriter) and the Issuer, of Greenspoon Marder LLP, Fort Lauderdale, Florida and Hall & Rosenberg, PL, Lauderhill, Florida, Co-Disclosure Counsel to the Issuer, substantially to the effect that based upon their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, nothing has come to the attention of such counsel that would lead it to believe that the Official Statement, as of its date, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial, demographic and statistical data, information and statements provided in the Official Statement, including, without limitation, any appendices, schedules, and exhibits thereto, and

except for the matters set forth in the Official Statement under the caption[s] “BOOK-ENTRY ONLY SYSTEM” [and “MUNICIPAL BOND INSURANCE” and in “APPENDIX E”] as to which no opinion is expressed); and

(6) A certificate, dated the date of Closing, of appropriate officials of the Issuer, to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against the Issuer is pending or, to such persons’ knowledge, threatened in any court or administrative body nor is there a basis for litigation (a) contesting the due organization and valid existence of the Issuer or the titles of its officers to their respective offices, (b) affecting or seeking to prohibit, restrain or enjoin the receipt by the Issuer of the Gross Revenue in the amounts currently being received, (c) contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (d) contesting the exclusion from gross income of interest on the 2019A Bonds for federal income tax purposes, (e) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, (f) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Ordinance, or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents, (iii) the Ordinance was duly enacted by the Issuer, is in full force and effect and has not been modified, amended or repealed, and the Issuer Documents have been duly executed and delivered by the Issuer and are in full force and effect and have not been modified, amended or repealed; (iv) to the best of such persons’ knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading (except for the matters set forth in the Official Statement under the caption[s] “BOOK-ENTRY ONLY SYSTEM” [and “MUNICIPAL BOND INSURANCE” and in “APPENDIX E”] as to which no opinion is expressed); and (v) the financial statements of, and other financial information regarding, the Issuer contained in the Official Statement fairly present the financial position of the Issuer as of the dates and for the periods therein set forth, the audited financial statements in the Official Statement have been prepared in accordance with generally accepted accounting principles consistently applied and the other financial information in the Official Statement has been determined on a basis substantially consistent with that of the Issuer’s audited financial statements

included in the Official Statement, and prior to the Closing, and since September 30, 2018 there has been no material adverse change in the Issuer's financial condition, from that described in the Official Statement, and the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and reasonably satisfactory to counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed) issued pursuant to the Code;

(8) Any other certificates and opinions required by the Ordinance for the issuance thereunder of the Bonds;

(9) Evidence satisfactory to the Representative that the [Insured] Bonds have been rated "___" (___ outlook) by [Standard & Poor's Ratings Services, a division of McGraw Hill Companies ("S&P")] [based on the Credit Facility provided by the Credit Provider], and that such rating is in effect as of the date of Closing. In addition, the Underwriter shall receive evidence that [Moody's Investors Service, Inc. ("Moody's")] has assigned the Bonds an underlying rating of "___";

(10) the opinion of the City Attorney, as counsel to the Issuer, dated as of the Date of Closing, and addressed to the Underwriter and the Issuer, substantially in the form of Exhibit A attached hereto;

(11) [The certificate of the Credit Provider, dated the date of the Closing and addressed to the Underwriter, substantially to the effect, subject to the terms of the Credit Provider's commitment, that:

(A) The Credit Provider is duly organized, validly existing and in good standing under the laws of the State of New York and is duly authorized to sell insurance and issue the Credit Facility in the State of Florida;

(B) The Insurance Agreement and Credit Facility have been duly authorized, executed and delivered by the Credit Provider, and constitute the legal, valid and binding obligations of the Credit Provider enforceable against the same in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights

generally and by the application of equitable principles if equitable remedies are sought;

- (C) The execution, delivery and performance of the Insurance Agreement and Credit Facility will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which the Credit Provider is bound;
- (D) All authorizations and approvals required by law and the articles of incorporation and bylaws of the Credit Provider in order for it to execute and deliver and perform its obligations under the Insurance Agreement and Credit Facility have been obtained; and
- (E) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or threatened in any way affecting the existence of the Credit Provider, or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Credit Facility or the performance of its obligations under the Ordinance, the Insurance Agreement or the Credit Facility;]

(12) The opinion of Moskowitz, Mandell, Salim & Simowitz, P.A., counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;

(13) Executed or certified copies of each of the Issuer Documents and the Credit Facility;

(14) A Rule 15c2-12 Certificate pursuant to which the Issuer “deems final” the Preliminary Official Statement as of the date thereof, except for permitted omissions, and consents to the Underwriter’s use thereof and the information contained therein;

(15) A copy of the Blue Sky Survey with respect to the Bonds;

(16) A copy of the Issuer’s executed Blanket Letter of Representation to The Depository Trust Company;

(17) Evidence that a Form 8038-G relating to the 2019A Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service (the “IRS”) within the applicable time limit; and

(18) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or counsel to the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer’s representations and warranties contained herein and

of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriter set forth in Section 8 hereof shall continue in full force and effect.

7. Termination. The Underwriter shall have the right to cancel the Underwriter's obligation to purchase the Bonds if, between the date of this Purchase Contract and the date of the Closing, the market price or marketability of the Bonds shall be materially adversely affected by the occurrence of any of the following: [TO BE DISCUSSED]

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the 2019A Bonds or the interest on the 2019A Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions described herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all

underlying arrangements, as described herein or in the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state blue sky or securities commission or other governmental agency or body in any jurisdiction in which more than ten percent (10%) of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto which in the reasonable opinion of the Underwriter would materially adversely affect the market for the Bonds;

(d) a general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on any such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so which in the reasonable opinion of the Underwriter would materially adversely affect the market for the Bonds;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters and/or broker-dealers which in the reasonable opinion of the Underwriter would materially adversely affect the market for the Bonds;

(f) any amendment to the federal or State Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer (including the tax-exempt status of the interest on the 2019A Bonds), its property, income, securities (or interest thereon), or the validity or enforceability of the collection of the Gross Revenue pledged to pay the principal of and interest on the Bonds;

(g) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading including any proposed amendment or supplement to the Official Statement and in the reasonable opinion of the Underwriter adversely affects, the market price of or the market for the Bonds;

(h) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur, if any, which in the reasonable opinion of the Underwriter would materially adversely affect the market price of or the market for the Bonds;

(i) there shall have occurred (whether or not foreseeable) any (a) declaration of war or new material outbreak of hostilities involving the United States (including, without

limitation, an act of terrorism) or (b) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (c) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States which, in the opinion of the Underwriter, materially adversely affects the market price of or the market for the Bonds (it being agreed that no such situation exists on the date hereof); or

(j) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall, in the opinion of Underwriter's legal counsel, be prohibited by any applicable law, governmental authority, board, agency or commission; provided, however, that such prohibition occurs after the date of this Purchase Contract and is not caused by the action, or failure to act, of the Underwriter;

(k) a material disruption in commercial banking or securities settlement, payment or clearance services, a major financial crisis, or a material disruption or deterioration in the fixed income or municipal securities market, in the United States shall have occurred and shall be continuing at the date of Closing which in the reasonable opinion of the Underwriter materially adversely affects the market price of or the market for the Bonds; or

(l) A stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, the validity of the Ordinance or the Rate Ordinance, or the execution and delivery of any Issuer Documents [or the Credit Facility], as contemplated hereby or by the Preliminary Official Statement or the Official Statement, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the 1933 Act, the Securities Exchange Act of 1934 or the Trust Indenture Act, each as amended and as then in effect; or

(m) Any litigation shall be instituted or be pending at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Ordinance, the Issuer Documents [or the Credit Facility], or the existence or powers of the Issuer with respect to its obligations under the Issuer Documents, which in the reasonable opinion of the Underwriter would materially adversely affect the market price of or the market for the Bonds.

(n) [There shall have occurred (whether or not foreseeable) any (i) declaration of war or new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or (ii) new material other national or international calamity or crisis including, but not limited to, an escalation of hostilities that existed prior to the date hereof, or (iii) material financial crisis or adverse change in the financial or economic conditions affecting the United States government or the securities markets in the United States (it being agreed that as of the date hereof the Underwriter is not aware of any such situation that would adversely affect the market price or marketability of the 2019 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2019 Bonds.)]

(o) [The failure by any of the rating agencies to assign the ratings disclosed in the Preliminary Official Statement to the 2019 Bonds as of the Closing Date].

With respect to the conditions described in subparagraphs (e), (i) and (l) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Purchase Contract which would permit the Underwriter to invoke the Underwriter's termination rights hereunder.

8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to, (i) the cost of preparation and printing of the Bonds, the Preliminary Official Statement and the Official Statement; (ii) the fees and disbursements of Co-Bond Counsel, Co-Disclosure Counsel and counsel to the Issuer, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of the Paying Agent/Registrar for the Bonds, and any engineers, accountants and other experts, consultants or advisers retained by the Issuer; and (v) the fees for bond ratings[and the Credit Facility]. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Purchase Contract and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(b) The Underwriter shall pay (i) the cost of preparation and printing of this Purchase Contract, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by the Underwriter in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriter.

(c) The Issuer acknowledges that the Underwriter has advised the Issuer that it will pay from the underwriter's expense allocation of the underwriting discount certain fees. In the event that either party shall have paid obligations of the other as set forth in this Section 8, adjustment shall be made at the time of the Closing.

9. Notices. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing at its address set forth above, Attention: Mr. Kennie Hobbs, Jr., Finance Director, 5581 W. Oakland, Park Boulevard, Lauderhill, FL 33813, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to RBC Capital Markets, LLC, 100 2nd Avenue South, Suite 800, St. Petersburg, FL 33701, Attention: Julie Santamaria.

10. Parties in Interest. This Purchase Contract shall constitute the entire agreement between the Issuer and the Underwriter and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter) and no other person shall

acquire or have any right hereunder or by virtue hereof. This Purchase Contract may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract. All of the Issuer's representations and warranties contained in this Purchase Contract shall remain operative and in full force and effect through the end of the underwriting period as described in Section 3(c) hereof.

11. Effectiveness. This Purchase Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and binding at the time of such acceptance.

12. Choice of Law; Venue. This Purchase Contract shall be governed by and construed in accordance with the laws of the State, and the exclusive venue shall be in Broward County, Florida.

13. Severability. If any provision of this Purchase Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Purchase Contract invalid, inoperative or unenforceable to any extent whatever.

14. Business Day. For purposes of this Purchase Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

15. Section Headings. Section headings have been inserted in this Purchase Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Purchase Contract and will not be used in the interpretation of any provisions of this Purchase Contract.

16. Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

17. No Personal Liability. None of the members of the City Commission, nor any officer, agent or employee of the Issuer, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Purchase Contract, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Purchase Contract.

18. Entire Agreement. This Purchase Contract represents the entire agreement between the Issuer and the Underwriter with respect to the preparation of the Preliminary Official Statement and the Official Statement, the conduct of the offering, and the purchase and sale of the Bonds.

[Remainder of page left blank intentionally]

If the Issuer agrees with the foregoing, please sign the enclosed counterpart of this Purchase Contract and return it to the Underwriter. This Purchase Contract shall become a binding agreement between the Issuer and the Underwriter when at least the counterpart of this Purchase Contract shall have been signed by or on behalf of each of the parties hereto.

Very truly yours,

RBC CAPITAL MARKETS, LLC,
the "Underwriter"

By: _____
Julie Santamaria, Director

ACCEPTANCE:

ACCEPTED AND AGREED TO at _____ a.m./p.m. Eastern Daylight Time on _____, 2019.

CITY OF LAUDERHILL, FLORIDA

By: _____
Title: City Manager

ATTEST:

City Clerk

Schedule I

\$ _____
CITY OF LAUDERHILL, FLORIDA
HALF-CENT SALES TAX REVENUE BONDS, SERIES 2019A

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

<u>Maturity</u> <u>(October 1)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Yields</u>	<u>Price</u>
2020	\$	%	%	
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				

*Priced to the first optional par call date of October 1, 202_

\$ _____
CITY OF LAUDERHILL, FLORIDA
TAXABLE HALF-CENT SALES TAX REVENUE BONDS, SERIES 2019B

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

<u>Maturity</u> <u>(October 1)</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Yields</u>	<u>Price</u>
---------------------------------------	---------------	----------------------	---------------	--------------

	\$	%	%
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			

Optional Redemption.

2019A Bonds. The 2019A Bonds maturing before October 1, 20____ are not subject to redemption prior to maturity at the option of the Issuer. The 2019A Bonds maturing on or after October 1, 20____ are subject to redemption prior to maturity at the option of the Issuer, in whole or in part at any time on or after October 1, 20____, at a redemption price of one hundred percent (100%) of the principal amount of the 2019A Bonds to be redeemed, without premium, together with accrued interest to the redemption date.

2019B Bonds. The 2019B Bonds maturing before October 1, 20____ are not subject to redemption prior to maturity at the option of the Issuer. The 2019B Bonds maturing on or after October 1, 20____ are subject to redemption prior to maturity at the option of the Issuer, in whole or in part at any time on or after October 1, 20____, at a redemption price of one hundred percent (100%) of the principal amount of the 2019B Bonds to be redeemed, without premium, together with accrued interest to the redemption date.

Mandatory Redemption.

The 2019A Bonds maturing on October 1, 20____ are subject to mandatory sinking fund redemption prior to maturity at a redemption price of one hundred percent (100%) of the principal amount of the 2019A Bonds redeemed or paid, together with accrued interest to the redemption date, on October 1 of each year as follows:

<u>Year</u> <u>(October 1)</u>	<u>Amortization</u> <u>Requirements</u>
-----------------------------------	--

*Final maturity

The 2019B Bonds maturing on October 1, 20_____ are subject to mandatory sinking fund redemption prior to maturity at a redemption price of one hundred percent (100%) of the principal amount of the 2019B Bonds redeemed or paid, together with accrued interest to the redemption date, on October 1 of each year as follows:

<u>Year</u> <u>(October 1)</u>	<u>Amortization</u> <u>Requirements</u>
-----------------------------------	--

*Final maturity

Schedule II

DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

_____, 2019

City Commission
City of Lauderhill, Florida

Re: \$ _____ City of Lauderhill, Florida Half-Cent Sales Tax Revenue Bonds, Series 2019A and \$ _____ Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B

Dear Commissioners:

In connection with the proposed issuance by the City of Lauderhill, Florida (the “Issuer”) of the referenced bonds (the “Bonds”), RBC Capital Markets, LLC (the “Underwriter”) is underwriting a public offering of the Bonds.

The purpose of the following six paragraphs of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Bonds, as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase and re-offering of the Bonds are set forth in Attachment 1 attached hereto.

(b) There are no “finders,” as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Bonds.

(c) The underwriting spread, the difference between the price at which the Bonds will be initially offered to the public by the Underwriter and the price to be paid to the Issuer for the Bonds will be \$ _____ per \$1,000 of Bonds issued.

(d) As part of the estimated underwriting spread set forth in paragraph (c) above, the Underwriter will charge a management fee of \$0 per \$1,000 of Bonds issued.

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds to any person not regularly employed or retained by the Underwriter (including any “finder” as defined in Section 218.386(1)(a)).

(f) The name and address of the Underwriter is:

RBC Capital Markets, LLC
100 2nd Avenue South, Suite 800
St. Petersburg, Florida 33701

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(g) The Issuer is proposing to issue \$_____ Series 2019A Bonds which will be applied to finance (including through reimbursement), together with other legally available funds of the Issuer, the acquisition, extension, construction, improvement, renovation and equipping of various improvements included in the five-year capital improvement plan adopted by the Issuer from time to time, as more fully described herein, as same may be modified from time to time in accordance with the Ordinance [and paying the costs of issuing the 2019A Bonds [including allocable costs of the Policy]. Proceeds of the \$_____ Series 2019B Bonds will be applied to finance (including through reimbursement), together with other legally available funds of the Issuer, the (i) acquisition of certain real property in the Issuer and (ii) extension, construction, improvement, renovation and equipping on such real property, and/or certain adjacent land, of various improvements included in the five-year capital improvement plan adopted by the Issuer from time to time; and paying the costs of issuing the 2019B Bonds [including allocable costs of the Policy]. This obligation is expected to be repaid over a period of approximately ___ years. At a true interest cost of approximately _____%, total interest paid over the life of the Bonds will be \$_____.

(h) The source of repayment for the Bonds is a pledge of the Gross Revenue, more particularly described in the Preliminary Official Statement dated __, 2019 related to the Bonds. Authorizing this debt will result in an average of \$_____ (average annual debt service) of the Issuer's revenues not being available to finance other services of the Issuer each year for approximately ___ years.

[Remainder of page left blank intentionally]

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as
Underwriter

Title: Julie Santamaria, Director

ATTACHMENT 1

Underwriter's Estimated Expenses

<u>Underwriter's Discount</u>	<u>\$/1000</u>	<u>Amount</u>
Average Takedown	\$	\$
Underwriter's Counsel		
i-Deal		
Day Loan		
CUSIP		
DTC		
Miscellaneous		
Total		

EXHIBIT A

[CITY ATTORNEY LETTERHEAD]

_____, 2019

City Commission
City of Lauderhill
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

RBC Capital Markets, LLC
as Underwriter
100 2nd Avenue South, Suite 800
St. Petersburg, Florida 33701

Greenspoon Marder LLP
100 W. Cypress Creek Road
Fort Lauderdale, FL 33309

RE: \$_____ City of Lauderhill, Florida Half-Cent Sales Tax Revenue
 Bonds, Series 2019A and \$_____ Taxable Half-Cent Sales Tax Revenue Bonds,
 Series 2019B (collectively, the “Bonds”)

Ladies and Gentlemen:

The undersigned serves as City Attorney for City of Lauderhill, Florida (the “Issuer”) and has acted in such capacity in connection with the issuance of the above-referenced Bonds, issued pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended, and the Issuer’s Home Rule Charter, as amended and supplemented, and other applicable law (collectively, the “Act”), and Ordinance No. 96-110 enacted by the City Commission of the Issuer (the “City Commission”) on April 26, 1996 (the “Bond Ordinance”), as supplemented by Ordinance No. 19O-06-111 enacted by the City Commission on July 8, 2019 (the “Series Ordinance” and collectively with the Bond Ordinance, the “Ordinance”).

All terms used herein in capitalized form and not otherwise defined herein shall have the same meaning as ascribed to them under the Ordinance or the Purchase Contract, as defined below. We have examined the Act, the Ordinance and such certified copies of all proceedings of the Issuer in connection with the authorization, issuance and sale of the Bonds. We have also made such investigations and have examined such ordinances, resolutions, certificates, and documents, in each case, as we have deemed relevant and necessary in connection with the opinions expressed below. As to questions of fact material to our opinion, we have relied upon representations and certifications of the City contained in the Ordinance and in the certified proceedings and other certifications of public officials and others furnished to us without

undertaking to verify such representations by independent investigation. In rendering the opinions set forth herein, we have assumed the truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings, the authenticity of documents submitted as originals, the conformity to originals of documents submitted as copies and the capacity of all natural persons.

Based on such review, we are of the opinion that:

1. The Issuer is a municipal corporation of the State of Florida duly created and validly existing under the laws of the State of Florida.

2. The Issuer has the right and power to enact the Ordinance, and the Ordinance has been duly and lawfully enacted by the Issuer at meetings duly noticed, called and held and at which a quorum was present and voting throughout, and each of the ordinances comprising the Ordinance is in full force and effect on the date hereof and has not been modified since its respective date except as provided therein. No Event of Default has occurred under the Ordinance and no event has occurred that constitutes or would, with the passage of time or the giving of notice give rise to, a breach of the covenants contained in the Ordinance, or a default or inability of the Issuer to perform, or an Event of Default, thereunder.

3. The Bonds have been duly sold in accordance with the requirements of law and the Issuer has full power and authority to issue, execute and deliver the Bonds as provided for or contemplated by the Bonds and the Ordinance.

4. The Bonds are legal, valid and binding special obligations of the Issuer, enforceable in accordance with their terms and the terms of the Ordinance, payable from and secured by a lien on and pledge of the Gross Revenue and are entitled to the benefits of the Ordinance and the Act.

5. The Issuer is lawfully empowered to pledge and grant, and has pledged and granted, a first lien on the Gross Revenues, on a parity with the Outstanding Prior Bonds, for the payment of the principal of, redemption premium, if any, and interest on the Bonds, to the extent provided in the Ordinance. Moneys in the Funds and Accounts created pursuant to the Ordinance to the extent pledged to the payment of the Bonds in accordance with the Ordinance constitute trust funds held solely for the benefit of the Bondholders in accordance with the terms of the Ordinance, excluding the Reserve Account, which does not secure the Bonds (it being noted that the Rebate Fund is also excluded from such pledge). Neither the general credit nor the taxing power of the City, the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The City has no Bonds or other obligations issued and outstanding under the Ordinance with a first lien on the Gross

Revenues other than the Bonds, its Half-Cent Sales Tax Refunding Revenue Bonds, Series 2010, its Half-Cent Sales Tax Refunding Revenue Bonds, Series 2011B and its Half-Cent Sales Tax Refunding Revenue Bond, Series 2015.

6. The Bond Purchase Agreement dated _____, 2019 between the Issuer and RBC Capital Markets, LLC, as underwriter of the Bonds (the “Purchase Contract”), [the Insurance Agreement between the Issuer and Assured Guaranty Municipal Corp. (the “Credit Provider”) relating to the Insured Bonds, (as defined in the Purchase Contract) (the “Insurance Agreement”),] and the Continuing Disclosure Certificate dated of even date herewith executed by the Issuer in connection with the Bonds, have each been duly authorized, executed and delivered by the Issuer and constitutes the valid, legal and binding agreement of the Issuer enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditor’s rights generally, and subject, as to enforceability, to general principles of equity.

7. All authorizations, approvals, consents, waivers, other orders or reviews of governmental or regulatory authorities or agencies that are required in connection with authorization, enactment, execution, delivery and performance by the Issuer of the Ordinance and the authorization, enactment, execution, delivery and performance by the Issuer of all other agreements or documents provided for or contemplated by the Ordinance, including the Purchase Contract, [the Insurance Agreement,] the Continuing Disclosure Certificate and the Official Statement, and for the execution, issuance, sale and delivery of the Bonds have been obtained and are in full force and effect, and we have no reason to believe that the Issuer will be unable to obtain or effect any such additional or further approvals, consents or authorizations that may be required in the future for the performance by the Issuer of its obligations under the Ordinance, the Bonds, the Purchase Contract, [the Insurance Agreement] or the Continuing Disclosure Certificate; provided, however, no opinion is expressed as to applicable requirements of federal or state securities laws or “Blue Sky” laws in connection with the Bonds.

8. There are no existing ordinances or resolutions of the Issuer that would adversely affect its covenants and agreements set forth in the Ordinance or in the certificates or other instruments delivered at the time of the delivery of the Bonds, or that would adversely affect its ability to perform its obligations thereunder.

9. The authorization, execution, delivery, receipt and performance of all documents provided for or contemplated by the Ordinance, including, without limitation, the Bonds, the Purchase Contract, [the Insurance Agreement] and the Continuing Disclosure Certificate, do not violate any applicable judgment or order of any court and do not conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any indenture, bond, note, resolution, agreement or other instrument to which the Issuer is subject, nor do such actions result in any violation of the provisions of any ordinance, resolution, indenture or contract of the Issuer or any order, rule or regulation applicable to the Issuer of any court or of any federal, state or other regulatory authority or governmental body having

jurisdiction over the Issuer or any federal statute, order, rule or regulation applicable to the Issuer, which would be material to the Bondholders of the Bonds.

10. The execution and delivery of the Bonds, the Purchase Contract, [the Insurance Agreement] and the Continuing Disclosure Certificate and the enactment of the Ordinance, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject, that would be material to the Bondholders of the Bonds and the issuance and delivery of the Bonds, the Purchase Contract, [the Insurance Agreement] and the Continuing Disclosure Certificate will not constitute such a breach or default

11. There is no action, suit, inquiry, investigation or proceeding pending or, to the best of our knowledge threatened, at law or in equity, in any court, or before or by any government agency, public board or body pending or threatened against or affecting the City (a) contesting the due organization and valid existence of the City or the titles of its officers to their respective offices, (b) affecting or seeking to prohibit, restrain or enjoin the receipt by the City of the Gross Revenue, (c) contesting or affecting the validity or enforceability of any Outstanding Bonds, the 2019A Bonds, the 2019B Bonds or the Ordinance, (d) contesting the exclusion from gross income of interest on the 2019A Bond or any other Bonds issued and outstanding under the Bond Ordinance (other than Taxable Bonds) for federal income tax purposes, and (e) contesting the powers of the City or any authority for the issuance of the Bonds or the enactment of the Ordinance, nor, to the best knowledge of the undersigned, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Ordinance or would adversely affect the transactions contemplated by the Ordinance, or any other agreements or documents provided for or contemplated by the Ordinance, including the Purchase Contract, [the Insurance Agreement] and the Continuing Disclosure Certificate or which may result in any material adverse change in the business, properties, assets or the financial condition of the City.

12. The issuance of the Bonds has been duly authorized, and all conditions precedent to the delivery of such Bonds have been fulfilled.

13. The Official Statement has been duly authorized, executed and delivered by the Issuer, and the Issuer has consented to the use of the Official Statement relating to the Bonds.

14. Nothing has come to our attention that would lead us to believe that the Official Statement, as of its date, or as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for financial, demographic or statistical information contained in the Official Statement or information set forth in the

City of Lauderdale, Florida
RBC Capital Markets, LLC
Greenspoon Marder LLP
_____, 2019
Page 5 of 5

Official Statement under the caption[s] “BOOK-ENTRY ONLY SYSTEM” [and “MUNCIPAL BOND INSURANCE” and “APPENDIX E”], as to which we express no view).

15. The City has complied with the eligibility requirements of Chapter 218, Part VI, Florida Statutes in order to receive the proceeds of the Half-Cent Sales Tax and is eligible to receive the Half-Cent Sales Tax.

Respectfully submitted,

Hall & Rosenberg, PL
City Attorney

EXHIBIT B

ISSUE PRICE CERTIFICATE OF THE UNDERWRITER

City of Lauderhill, Florida

\$ _____

Half-Cent Sales Tax Revenue Bonds, Series 2019A

and

\$ _____

Taxable Half-Cent Sales Tax Revenue Bonds, Series 2019B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of RBC CAPITAL MARKETS, LLC (“RBC Capital”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) Select Maturities Use Hold-the-Offering-Price Rule: RBC Capital offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, RBC Capital has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. RBC Capital has not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is

higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2019), or (ii) the date on which RBC Capital has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Lauderhill, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RBC Capital’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal

income tax rules affecting the Bonds, and by Greenspoon Marder LLP. and Hall & Rosenberg, PL, Co-Bond Counsel, in connection with rendering its opinion that the interest on the 2019A Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

RBC CAPITAL MARKETS, LLC

By: _____
Name: Julie Santamaria,
Authorized Representative

Dated: _____, 2019