

Draft

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**CERTIFICATES OF PARTICIPATION
(Civic Facilities Master Lease Program), Series 20[____]
Evidencing Undivided Proportionate Interests of the Owners Thereof
in Basic Rent Payments to be Made by the
CITY OF POMPANO BEACH, FLORIDA, as Lessee,
Pursuant to a Master Lease-Purchase Agreement with
POMPANO BEACH FINANCE CORPORATION, as Lessor**

CERTIFICATE PURCHASE CONTRACT

[____], 20[____]

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

Pompano Beach Finance Corporation
100 W. Atlantic Blvd.
Pompano Beach, FL 33060

Ladies and Gentlemen:

[_____] (the “Underwriter”) offers to enter into this agreement (the “Certificate Purchase Contract”) with the City of Pompano Beach, Florida (the “City”) and the Pompano Beach Finance Corporation, a not-for-profit Florida corporation created by the City (the “Corporation”), which, upon the acceptance of this offer, will be binding upon the City and upon the Underwriter. This offer is made subject to the City’s acceptance on or before 12:00 p.m., Pompano Beach, Florida time, on [____], 20[____], and if not so accepted, will be subject to withdrawal by the Underwriter upon notice to the City and the Corporation at any time prior to the acceptance hereof by the City and the Corporation. All capitalized terms used in this Certificate Purchase Contract and not otherwise defined herein shall have the same meanings as set forth in the Master Lease and the Master Trust Agreement (as such capitalized terms are defined herein), and if not set forth in the Master Lease and the Master Trust Agreement, the same meanings as set forth in the Preliminary Offering Statement (as defined herein).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase for offering to the public and the City and the Corporation hereby agree to sell, and to cause the Trustee to execute and deliver to the Underwriter, all (but not less than all) of the \$[_____] the Certificates of Participation (Civic Facilities Master Lease Program), Series 20[____] (the “Series 20[____] Certificates”). The Series 20[____] Certificates evidence undivided proportionate interests in Basic Rent Payments to be made by the City pursuant to a Master Lease-

Purchase Agreement [to be] dated as of [_____] 1, 20[_____] (the “Master Lease”), as supplemented by a lease schedule thereto (the “Series 20[_____] Lease Schedule” and together with the Master Lease, the “Series 20[_____] Lease”), each by and between the City, as lessee, and the Corporation, as lessor. The Series 20[_____] Certificates are being issued under the Master Trust Agreement [to be] dated as of [_____] 1, 20[_____] (the “Master Trust Agreement”), among the City, the Corporation, and [_____] as trustee (the “Trustee”), as supplemented by a Supplemental Trust Agreement to be dated as of [_____] 1, 20[_____] (the “Series 20[_____] Trust Agreement” and, together with the Master Trust Agreement, the “Series 20[_____] Trust Agreement”) among the City, the Corporation, and the Trustee. The Series 20[_____] Certificates are further authorized to be issued by an ordinance of the City enacted on [____], 2025 (the “Ordinance”) and a resolution of the Corporation adopted on [____], 2025 (the “Resolution”).

The Series 20[_____] Certificates shall be dated as of their date of delivery, and shall have the maturities, bear interest at the rates, and shall be subject to redemption in the years and amounts set forth in Schedule I attached hereto. The disclosure required to be provided to the City pursuant to Section 218.385, Florida Statutes is attached hereto as Schedule II, and by execution of this Certificate Purchase Contract the City acknowledges that no further disclosure by the Underwriter is requested, except in such certificates as provided for herein or as may be required by the State of Florida. The Underwriter represents it has not been convicted of a public entity crime and is not prohibited from executing and performing under this Certificate Purchase Contract by reason of Section 287.1 33(2)(a), Florida Statutes, as amended.

The purchase price for the Series 20[_____] Certificates shall be \$[_____] (principal amount of the Series 20[_____] Certificates, [plus][less] [net] original issue [premium][discount] of \$[_____] and less Underwriter’s discount of \$[_____]). The purchase price shall be paid in Federal Funds as provided in Section 6(c) of this Certificate Purchase Contract.

2. Public Offering; Establishment of Issue Price.

(a) The Underwriter agrees to make a bona fide public offering of all of the Series 20[_____] Certificates initially at the public offering prices (or yields) set forth in Schedule I. Subsequent to the initial public offering, the Underwriter reserves the right to change such public offering prices (or yields) as it deems necessary in connection with the marketing of the Series 20[_____] Certificates, provided that the Underwriter shall not change the interest rates set forth in Schedule I. The Series 20[_____] Certificates may be offered and sold to certain dealers at prices lower than such initial offering prices. The Underwriter also reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Series 20[_____] Certificates at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

(b) The Underwriter agrees to assist the City in establishing the issue price of the Series 20[_____] Certificates and shall execute and deliver to the City on the Closing Date an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit D with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 20[_____] Certificates.

Except as otherwise set forth in Schedule A of Exhibit D attached hereto, the City will treat the first price at which 10% of each maturity of the Series 20[] Certificates (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Certificate Purchase Contract, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of such Series 20[] Certificates. [If at that time the 10% test has not been satisfied as to any maturity of the Series 20[] Certificates, the Underwriter agrees to promptly report to the City the prices at which the Series 20[] Certificates of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue until the earlier of the date upon which the 10% test has been satisfied as to the Series 20[] Certificates of that maturity or the Closing Date.] [IF THE PARTIES AGREE TO DEFAULT TO H-T-O-P. DELETE THE BRACKETED LANGUAGE.]

(c) The Underwriter confirms that it has offered the Series 20[] Certificates to the public on or before the date of this Certificate Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A of Exhibit D attached hereto, except as otherwise set forth therein. Schedule A of Exhibit D also sets forth, as of the date of this Certificate Purchase Contract, the maturities, if any, of the Series 20[] Certificates for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City 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 Series 20[] Certificates, the Underwriter will neither offer nor sell unsold Series 20[] Certificates 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 Series 20[] Certificates to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 20[] Certificates to the public at a price that is no higher than the initial offering price to the public.

(d) [The Underwriter confirms that there will not be any selling group agreements or any third-party distribution agreements relating to the initial sale of the Series 20[] Certificates to the public.] On the Closing Date, the Underwriter shall confirm that the hold-the-offering-price restrictions applicable to the Series 20[] Certificates have been met.

(e) The Underwriter acknowledges that sales of any Series 20[] Certificates 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 City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 20[] Certificates 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 Series 20[] Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 20[] Certificates to the public),

(iii) a purchaser of any of the Series 20[] Certificates is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 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 Certificate Purchase Contract by all parties.

3. Good Faith Deposit. The Underwriter has delivered to the City a check for _____ Thousand and 00/100 Dollars (\$ _____) (1% of the par amount shown on the Preliminary Offering Statement (as herein defined)) payable to the order of the City (the “Good Faith Check”). In the event that the City does not accept this offer, the City shall promptly return the Good Faith Check to the Underwriter. If the offer made hereby is accepted, the City agrees to hold the Good Faith Check uncashed until the Closing Date as security for the performance by the Underwriter of their obligation to accept and pay for the Series 20[] Certificates at the Closing Date, and in the event of their compliance with such obligation, such check shall be returned to the Underwriter at the Closing. In the event the City fails to deliver the Series 20[] Certificates at the Closing Date, or if the City shall be unable to satisfy the conditions of closing contained herein, or if the obligations of the Underwriter are terminated for any reason permitted by this Certificate Purchase Contract, such check shall be immediately returned to the Underwriter and such return shall constitute a full release and discharge of all claims by the Underwriter arising out of the transactions contemplated hereby. In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Series 20[] Certificates at the Closing Date, such check shall be retained by the City as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriter and such retention shall constitute a full release and discharge of all claims by the City against the Underwriter arising out of the transactions contemplated hereby.

4. The Preliminary Offering Statement and the Offering Statement.

(a) The City and the Corporation have delivered, or caused to be delivered, copies of a Preliminary Offering Statement, dated [], 20[] relating to the Series 20[] Certificates (the “Preliminary Offering Statement”), to the Underwriter and hereby

consents to and ratifies the use and distribution by the Underwriter of the Preliminary Offering Statement in connection with the public offering of the Series 20[] Certificates by the Underwriter. The City and the Corporation prepared the Preliminary Offering Statement for use by the Underwriter in connection with the public offering, sale and distribution of the Series 20[] Certificates until the final Offering Statement is available. Each of the City and the Corporation hereby represent and warrant that it deemed the Preliminary Offering Statement final, within the meaning of Rule 15c2-12 issued by the United States Securities and Exchange Commission (the “SEC”) 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 (“Permitted Omissions”). Each of the City and the Corporation hereby confirms that it does not object to the distribution of the Preliminary Offering Statement in electronic form through munios.com and in printed paper form, if applicable.

(b) The City shall prepare and provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City’s and the Corporation’s acceptance of this Certificate Purchase Contract (but, in any event, not later than within seven business days after the City’s and the Corporation’s acceptance of this Certificate Purchase Contract, or such shorter period as may be agreed by the City, the Corporation and the Underwriter or required by the Rule or applicable rules of the Municipal Securities Rulemaking Board (the “MSRB”), and in sufficient time to accompany any confirmation that requests payment from any customer), the number of executed counterparts and conformed copies of a final Offering 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 MSRB. Such final Offering Statement shall be substantially in the form of the Preliminary Offering 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 Offering 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 Series 20[] Certificates, is herein referred to as the “Offering Statement.” The City and the Corporation each hereby authorizes the Underwriter to use the Offering Statement and the information contained therein in connection with the public offering and the sale of the Series 20[].

(c) During the period from the date of this Certificate Purchase Contract to and including the date the Underwriter is no longer required to provide an Offering 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 Offering 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 Series 20[] Certificates), (x) the City and the Corporation shall not supplement or amend the Offering Statement or cause the Offering Statement to be supplemented or amended without the prior written consent of the Underwriter and (y) if the City or the Corporation becomes aware of any fact or event which is reasonably likely to cause the Offering 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, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Offering Statement to comply with

law, the City or the Corporation, as applicable, will notify the Underwriter, and if, in the reasonable opinion of the Underwriter and Disclosure Counsel to the City, such fact or event requires preparation and publication of a supplement or amendment to the Offering Statement, the City and the Corporation will prepare and furnish such supplement or amendment in form and substance mutually agreed upon by the City and the Underwriter, at the City'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 Offering Statement so that the statements in the Offering 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, in the light of the circumstances under which they were made, not misleading, or so that the Offering Statement will comply with law; provided, however, that for all purposes of this Certificate Purchase Contract and any certificate delivered by the City and the Corporation in accordance herewith, the City makes no representations with respect to the descriptions in the Preliminary Offering Statement or the Offering 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 Date, the City and the Corporation 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 Offering Statement.

(d) The City and the Corporation authorize the Underwriter to file, to the extent required by applicable SEC or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Offering Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Offering Statement is prepared in accordance with Section 4(e) during the "primary offering disclosure period" (defined below), and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Offering Statement to EMMA.

(e) For purposes of this Agreement:

(i) the "end of the underwriting period" is used as defined in the Rule and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Series 20[] Certificates; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the City, the Corporation and the Underwriter, the City and the Corporation may assume that the End of the Underwriting Period is the Closing Date, and

(ii) the "primary offering disclosure period" is used as defined in MSRB Rule G-32 and shall end on the 25th day after the Closing Date.

5. Representations, Warranties and Covenants of the City and the Corporation.

The City hereby represents, warrants and agrees as follows:

(a) At the time of the City's delivery to the Underwriter of the Offering Statement and on the Closing Date, the statements and information contained in the Offering Statement will be true, correct and complete in all material respects and the Offering Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements or information contained therein, in light of the circumstances under which they were made, not misleading; provided that no opinion is expressed with respect to the information contained therein related to DTC and its book entry system or registration or under the captions "UNDERWRITING" and [_____].

(b) Between the date of this Certificate Purchase Contract and the Closing Date, the City will not supplement or amend or cause to be supplemented or amended the Ordinance, [the Master Lease, the Master Trust Agreement] or the Offering Statement, at any time prior to the Closing Date, without prior written notice to the Underwriter.

(c) The City is a municipal corporation of the State duly organized and validly existing under the laws of the State. The City has full legal right, power and authority to: (i) enter into this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[_____] Ground Lease, the Series 20[_____] Lease and the Series 20[_____] Trust Agreement, (ii) enact the Ordinance; (iii) sell and cause the Trustee to issue and deliver the Series 20[_____] Certificates to the Underwriters as provided herein, (iv) execute and deliver this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[_____] Ground Lease, the Series 20[_____] Lease, the Series 20[_____] Trust Agreement, and any other related certificates and documents reasonably required by the Underwriter, (v) undertake the construction, acquisition, equipping and improving of the Series 20[_____] Project, and (vi) carry out and consummate the transactions contemplated by the Ordinance, this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[_____] Ground Lease, the Series 20[_____] Lease, the Series 20[_____] Trust Agreement and the Offering Statement and the City has complied, and on the Closing Date will be in compliance, in all material respects, with the terms of the Act and with the obligations on its part in connection with the issuance of the Series 20[_____] Certificates contained in the Ordinance, this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[_____] Ground Lease, the Series 20[_____] Lease and the Series 20[_____] Trust Agreement. [As of the date hereof, the Master Lease and the Master Trust Agreement are each in full force and effect and consistent with the descriptions thereof in the Preliminary Offering Statement and the Prior Leases are the only Leases under the Master Lease and the Prior Certificates are the only Certificates issued and Outstanding under the Master Trust Agreement.] [The Series 20[_____] Certificates are the initial Series of Certificates issued under the Master Trust Agreement and upon issuance of the Series 20[_____] Certificates, the Series 20[_____] Lease will be the only Lease pursuant to the Master Lease.]

(d) By all necessary official action, the City has duly enacted the Ordinance, has duly authorized and approved the Offering Statement, and has duly authorized and approved the execution and delivery of, and the performance by the City of this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[_____] Ground Lease, the Series 20[_____] Lease and the Series 20[_____] Trust Agreement and all other obligations on its part in connection

with the issuance of the Series 20[] Certificates and the consummation by it of all other transactions contemplated by the Ordinance, this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement in connection with the issuance of the Series 20[] Certificates, and the Ordinance, this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement constitute the legal, valid and binding obligations of the City, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(e) When delivered to and paid for by the Underwriter on the Closing Date in accordance with the provisions of this Certificate Purchase Contract, the Series 20[] Certificates will have been duly authorized, executed, issued and delivered pursuant to the Series 20[] Trust Agreement and shall be entitled to the benefit of the Series 20[] Trust Agreement, including a pledge of and lien on the Series 20[] Trust Estate on a parity with the lien thereon of any Completion Certificates relating to the Series 20[] Project and Refunding Certificates issued to refund a portion of the Principal Component of the Outstanding Series 20[] Certificates hereafter issued and Outstanding under the Master Trust Agreement.

(f) The enactment of the Ordinance and the authorization, execution and delivery of this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a material breach of or default under, any law, administrative regulation, consent decree, ordinance, resolution or any material agreement or other instrument to which the City is subject nor will such enactment, adoption, execution, delivery, authorization 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 City, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Master Trust Agreement.

(g) As of [the date hereof and] the Closing Date, the City will be in compliance in all respects with the covenants and agreements contained in the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement and no event of default and no event which, with the lapse of time or giving of notice, or both, would constitute an event of default thereunder will have occurred or be continuing.

(h) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations hereunder and under the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement, including constructing, acquiring, equipping and improving the Series 20[] Project, have been obtained, and are in full force and effect, except for those to be obtained after the issuance of the Series 20[] Certificates, which can be obtained in the ordinary course, except that the City makes no representations as to and shall not be responsible for any approvals, consents and orders required under the Blue Sky or securities law of any state in connection with the offering and sale of the Series 20[] Certificates

or in connection with the registration of the Series 20[] Certificates under the federal securities laws.

(i) Except as disclosed in the Offering Statement, as of the date hereof, to our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by the Judicial Circuit in and for Broward County, Florida or in the U.S. District Court for the Southern District of Florida or any other court, government agency, public board or body for which the City has received actual notice, pending or threatened against the City, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 20[] Certificates or the pledge of and lien on the Series 20[] Trust Estate as security for the Series 20[] Certificates, or contesting or affecting in any respect as to the City the validity, or enforceability of the Ordinance, this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease or the Series 20[] Trust Agreement, or contesting the exclusion from gross income of interest on the Series 20[] Certificates, or contesting the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or any supplements or amendments thereto, or contesting the powers of the City or any authority for the issuance of the Series 20[] Certificates, the enactment of the Ordinance, or the execution and delivery by the City of this Certificate Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement.

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (i) qualify the Series 20[] Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) determine the eligibility of the Series 20[] Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 20[] Certificates; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(k) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 20[] Certificates to be applied in a manner contrary to that provided for in the Series 20[] Lease and the Series 20[] Trust Agreement and as described in the Offering Statement.

(l) The City has not defaulted and is not in default in the payment of principal and interest on any governmental security issued by it after December 31, 1975, which would require disclosure pursuant to Section 517.05, Florida Statutes or Rule 3E-400.003 of the Florida Department of Financial Services.

(m) To the actual knowledge of the City, no debt obligations of the City or the City, the interest on which is intended to be tax-exempt, are being examined by the Internal Revenue Service nor have such debt obligations been examined by the Internal Revenue Service other than in connection with an examination that was closed without adjustment.

(n) The City will undertake, pursuant to the Continuing Disclosure Certificate delivered at the Closing Date, to provide certain annual financial information and operating data, and notices of certain enumerated events in order to assist the Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 (the “Rule”) as is more fully described in the Offering Statement under the caption “CONTINUING DISCLOSURE” and in Appendix [] attached thereto. Except as described in the Preliminary Offering Statement, during the past five years the City has been in compliance in all material respects with its prior undertakings for purposes of the Rule.

(o) There has been no material adverse change in the financial condition of the City from that reflected in the audited financial statements of the City for the fiscal year ended September 30, 20[].

The Corporation hereby represents, warrants and agrees as follows:

(a) [To be discussed: At the time of the Corporation’s delivery to the Underwriter of the Offering Statement and on the Closing Date, the statements and information contained in the Offering Statement will be true, correct and complete in all material respects and the Offering Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements or information contained therein, in light of the circumstances under which they were made, not misleading; provided that no opinion is expressed with respect to the information contained therein related to DTC and its book entry system or registration or under the captions “UNDERWRITING” and [].]

(b) Between the date of this Certificate Purchase Contract and the Closing Date, the Corporation will not supplement or amend or cause to be supplemented or amended the Resolution, [the Master Lease, the Master Trust Agreement] or the Offering Statement, at any time prior to the Closing Date, without prior written notice to the Underwriter.

(c) The Corporation is a not-for-profit corporation, duly created, organized and existing under the laws of the State and is in good standing. The Corporation has full legal right, power and authority to: (i) enter into this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, (ii) adopt the Resolution; (iii) sell and cause the Trustee to issue and deliver the Series 20[] Certificates to the Underwriters as provided herein, (iv) execute and deliver this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, and any other related certificates and documents reasonably required by the Underwriter, and (v) to carry out and consummate the transactions contemplated by the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement, the Series 20[] Assignment of Ground Lease, and the Offering Statement and the Corporation has complied, and on the Closing Date will be in compliance, in all material respects, with the terms of the Act and with the obligations on its part in connection with the issuance of the Series 20[] Certificates contained in the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment

of Ground Lease. [As of the date hereof, the Master Lease and the Master Trust Agreement are each in full force and effect and consistent with the descriptions thereof in the Preliminary Offering Statement and the Prior Leases are the only Leases under the Master Lease and the Prior Certificates are the only Certificates issued and Outstanding under the Master Trust Agreement.] [The Series 20[] Certificates are the initial Series of Certificates issued under the Master Trust Agreement and upon issuance of the Series 20[] Certificates, the Series 20[] Lease will be the only Lease pursuant to the Master Lease.]

(d) By all necessary official action, the Corporation has duly adopted the Resolution, has duly authorized and approved the Offering Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Corporation of this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, and all other obligations on its part in connection with the issuance of the Series 20[] Certificates and the consummation by it of all other transactions contemplated by the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease and the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease in connection with the issuance of the Series 20[] Certificates, and the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(e) When delivered to and paid for by the Underwriter on the Closing Date in accordance with the provisions of this Certificate Purchase Contract, the Series 20[] Certificates will have been duly authorized, executed, issued and delivered pursuant to the Series 20[] Trust Agreement and shall be entitled to the benefit of the Series 20[] Trust Agreement, including a pledge of and lien on the Series 20[] Trust Estate on a parity with the lien thereon of any Completion Certificates relating to the Series 20[] Project and Refunding Certificates issued to refund a portion of the Principal Component of the Outstanding Series 20[] Certificates hereafter issued and Outstanding under the Master Trust Agreement.

(f) The adoption of the Resolution and the authorization, execution and delivery of this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a material breach of or default under, any law, administrative regulation, consent decree, Resolution, resolution or any material agreement or other instrument to which the Corporation is subject nor will such adoption, adoption, execution, delivery, authorization 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 Corporation, or under the terms of any law, administrative regulation, Resolution, resolution or instrument, except as expressly provided by the Master Trust Agreement.

(g) As of [the date hereof and] the Closing Date, the City will be in compliance in all respects with the covenants and agreements contained in the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, and no event of default and no event which, with the lapse of time or giving of notice, or both, would constitute an event of default thereunder will have occurred or be continuing.

(h) All approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Corporation of its obligations hereunder and under the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, have been obtained, and are in full force and effect, except for those to be obtained after the issuance of the Series 20[] Certificates, which can be obtained in the ordinary course, except that the Corporation makes no representations as to and shall not be responsible for any approvals, consents and orders required under the Blue Sky or securities law of any state in connection with the offering and sale of the Series 20[] Certificates or in connection with the registration of the Series 20[] Certificates under the federal securities laws.

(i) Except as disclosed in the Offering Statement, as of the date hereof, to our knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by the Judicial Circuit in and for Broward County, Florida or in the U.S. District Court for the Southern District of Florida or any other court, government agency, public board or body for which the Corporation has received actual notice, pending or threatened against the Corporation, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 20[] Certificates or the pledge of and lien on the Series 20[] Trust Estate as security for the Series 20[] Certificates, or contesting or affecting in any respect as to the Corporation the validity, or enforceability of the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease, or contesting the exclusion from gross income of interest on the Series 20[] Certificates, or contesting the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or any supplements or amendments thereto, or contesting the powers of the City or any authority for the issuance of the Series 20[] Certificates, the adoption of the Resolution, or the execution and delivery by the Corporation of this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement and the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease.

(j) The Corporation will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to (i) qualify the Series 20[] Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate, and (ii) determine the eligibility of the Series 20[] Certificates for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 20[] Certificates; provided, however, that the Corporation shall not be required to

execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(k) The Corporation will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 20[] Certificates to be applied in a manner contrary to that provided for in the Series 20[] Lease and the Series 20[] Trust Agreement and as described in the Offering Statement.

6. Closing. At 10:00 a.m. Eastern time, on [], 20[] or at such other time and date as shall have been mutually agreed upon by the City and the Underwriter (the “Closing Date”), the City and the Corporation will, subject to the terms and conditions hereof, cause the Trustee to deliver to DTC on behalf of the Underwriter, the Series 20[] Certificates 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 Series 20[] Certificates as set forth in Section 1 of this Certificate Purchase Contract in immediately available funds payable to the order of the City. Payment for the Series 20[] Certificates as aforesaid shall be made at the offices of the City or such other place as shall have been mutually agreed upon by the City, the Corporation and the Underwriter.

(a) Delivery of the Series 20[] Certificates in definitive form shall be made through DTC, utilizing the book-entry-only form of issuance. The Series 20[] Certificates shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Series 20[] Certificate for each maturity of the Series 20[] Certificates (or, if so provided in Schedule I, for each separate interest rate within a maturity), registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 20[] Certificates, all as provided in the Series 20[] Trust Agreement. The original Series 20[] Certificates shall be made available to the Underwriter at least two business days before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the City, the Corporation and the Underwriter.

7. Closing Conditions. The Underwriter has entered into this Certificate Purchase Contract in reliance upon the representations and warranties of the City and the Corporation herein contained and the performance by the City and the Corporation of their respective obligations hereunder, both as of the date hereof and as of the Closing Date. The obligations of the Underwriter under this Certificate Purchase Contract are and shall be subject to the following conditions:

(a) The representations, warranties and agreements of the City and the Corporation contained herein shall be true and correct and complied with as of the date hereof and as of the Closing Date, as if made on the Closing Date;

(b) On the Closing Date, the Ordinance, the Resolution, the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented, and the Offering Statement shall not have been

supplemented or amended, except to the extent that such amendments have been agreed to by the Underwriter;

(c) On the Closing Date, all official action of the City and the Corporation relating to this Certificate Purchase Contract and the Series 20[] Certificates (other than delivery thereof in accordance with Section 6 hereof) shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect, except in each case as may have been agreed to by the Underwriter;

(d) At any time on or prior to the Closing Date, the Underwriter shall have the right to cancel the agreement contained herein to purchase the Series 20[] Certificates by notifying the City and the Corporation in writing of its intention to do so if:

(i) between the date hereof and the Closing Date, legislation shall have been enacted by the Congress of the United States ("Congress"), or recommended to Congress for passage by the President of the United States, or passed by either House of Congress, or a decision shall have been rendered by a court of the United States or the United States Tax Court, or a ruling shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service, with respect to the federal taxation of interest received on obligations of the general character of the Series 20[] Certificates, which, in the opinion of the Underwriter or Special Counsel has, or will have, the effect of making such interest subject to inclusion in gross income for purposes of federal income taxation, except to the extent such interest shall be ineluctable in gross income on the date hereof; or

(ii) between the date hereof and the Closing Date, legislation shall be enacted or any action shall be taken by the United States Securities and Exchange Commission (the "SEC") which, in the opinion of counsel for the Underwriter, has the effect of requiring the contemplated issuance or distribution of the Series 20[] Certificates to be registered under the Securities Act of 1933, as amended, or requiring the Series 20[] Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended; or

(iii) between the date hereof and the Closing Date, an event described in paragraph (c) of Section 4 hereof shall have occurred which requires an amendment or supplement to the Offering Statement and which, in the opinion of the Underwriter, materially adversely affects the marketability of the Series 20[] Certificates or the market price thereof or there shall have been any material adverse change in the affairs of the City or the Corporation which in the opinion of the Underwriter will materially adversely affect the market for the Series 20[] Certificates or the ability of the Underwriter to enforce contracts for the sale of the Series 20[] Certificates; or

(iv) between the date hereof and the Closing Date (A) trading in securities generally on the New York Stock Exchange have been a suspended or limited or minimum prices shall have been established on such Exchange, or (B) a banking moratorium shall have been declared by Federal, New York or Florida authorities, or (C) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in

the Underwriter's sole judgment impracticable or inadvisable to proceed with the offering or delivery of the Series 20[] Certificates as contemplated by the Offering Statement; or

(v) between the date hereof and the Closing Date, an order, decree or injunction of any court of competent jurisdiction, or any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, or any legislation enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Series 20[] Certificates as contemplated hereby or by the Offering Statement or prohibiting the adoption or performance of the Continuing Disclosure Certificate, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement or the Series 20[] Assignment of Ground Lease; or

(vi) between the date hereof and the Closing Date, the President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or commission of the United States or the State of Florida shall take or propose to take any action or implement or propose regulations, rules or legislation which, in the judgment of the Underwriter, materially adversely affects the market price of the Series 20[] Certificates or causes any material information in the Offering Statement, in light of the circumstances under which it appears, to be misleading in any material respect; or

(vii) any executive order shall be announced, or any legislation, ordinance, rule or regulation shall be proposed by or enacted by any governmental body, department, agency or commission of the United States or the State of Florida, having jurisdiction over the subject matter, or a decision by any court of competent jurisdiction within the United States or within the State of Florida, shall be rendered which, in the judgment of the Underwriter, materially adversely affects the market price of the Series 20[] Certificates or causes any information in the Offering Statement to be misleading in any material respect; or

(viii) [between the date hereof and the Closing Date, (A) either [] or [] shall inform the City or the Underwriter that the Series 20[] Certificates will not receive underlying ratings of at least "[]" or "[]," respectively; or]

(ix) between the date hereof and the Closing Date, any litigation shall be instituted or pending to restrain or enjoin the issuance, sale or delivery of the Series 20[] Certificates or in any way contesting or affecting any authority for or the validity of the Series 20[] Certificates or this Certificate Purchase Contract, the security and sources of payment of the Series 20[] Certificates, or any of the proceedings of the City taken with respect to the issuance or sale of the Series 20[] Certificates or the execution of and performance of this Certificate Purchase Contract; or

(x) the occurrence, after the signing hereof, either of a financial crisis or default with respect to the debt obligations of the City, or the institution of proceedings under federal or State bankruptcy laws by or against the City.

(e) on or prior to the Closing Date, the Underwriter shall receive the following documents:

(i) the Offering Statement, and any supplements, amendments or modifications, if any, thereto, and the Continuing Disclosure Certificate executed on behalf of the City;

(ii) the Ordinance, the Resolution, this Certificate Purchase Contract, the Series 20[] Ground Lease, the Series 20[] Lease, the Series 20[] Trust Agreement, the Assignment of Lease Agreement and the Series 20[] Assignment of Ground Lease each certified on behalf of the City and the Corporation, as applicable, under seal as having been duly adopted by the City or the Corporation, where applicable, and as being in effect, with only such supplements, modifications or amendments as may have been agreed to by the Underwriter, and executed copies of the Series 20[] Certificates;

(iii) a final approving opinion of Special Counsel, addressed to the City, dated the Closing Date, in substantially the form included in the Offering Statement as Appendix [] (the "Approving Opinion"), together with a reliance letter addressed to the Underwriter;

(iv) a supplemental opinion of Special Counsel, addressed to the City and the Underwriter, and dated the Closing Date, in substantially the form attached hereto as Exhibit A;

(v) an opinion of legal counsel to the Corporation, addressed to the City, Special Counsel and the Underwriter, and dated the Closing Date, and an opinion of the City Attorney of the City, addressed to the City, Special Counsel and the Underwriter, each in substantially the forms attached hereto as Composite Exhibit B;

(vi) a certificate, which shall be true and correct at the Closing Date, signed by on behalf of the City and a certificate, which shall be true and correct at the Closing Date, signed by on behalf of the Corporation, in each case by such officials reasonably satisfactory to the Underwriter, and in form and substance reasonably satisfactory to the Underwriter, to the effect that (A) the representations, warranties and covenants of the City and the Corporation, as applicable, contained herein are true and correct to the best of their knowledge and belief in all material respects and are complied with as of the Closing Date, and (B) the satisfactory officials of the City and the Corporation, as applicable, executing the applicable certificate do not have any knowledge or reason to believe that the Offering Statement as of its date, and as of the Closing Date, contains any untrue statement of a material fact which should be included therein for the purposes for which the Offering Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided that no view is expressed with respect to the information contained therein related to DTC and its book entry system or registration or under the captions "UNDERWRITING" and []) [to be discussed for Corporation];

(vii) a customary opinion of the City's Disclosure Counsel addressed to the City and the Underwriter, and dated the Closing Date, in substantially the form attached hereto as Exhibit C;

(viii) [written evidence satisfactory to the Underwriter that the Series 20[] Certificates have received underlying ratings of “[]” and “[]” respectively, from [] and []];

(ix) a certificate of the City Clerk of the City that the Ordinance is in full force and effect and has not been modified, amended or repealed and certificate of the Secretary of the Corporation that the Resolution is in full force and effect and has not been modified, amended or repealed;

(x) a copy of the audited financial statements for the City for the Fiscal Year ended September 30, 20[];

(xi) the documents required by the Series 20[] Lease and the Series 20[] Trust Agreement to be delivered as a condition precedent to the delivery of the Series 20[] Certificates;

(xii) A certificate, dated the Closing Date, of the Trustee, in substantially the form attached hereto as Exhibit E, together with an opinion of counsel to the Trustee dated the Closing Date and addressed to the Underwriter, the Corporation and the City to the effect that (i) the Trustee is [a national banking association] duly organized, validly existing and in good standing under the laws of the United States; (ii) the Trustee has the corporate trust power and authority to execute and deliver, and to perform all of its obligations under the Series 20[] Trust Agreement, the Assignment of Lease and the Series 20[] Assignment of Ground Lease Agreement; (iii) the Series 20[] Trust Agreement, the Assignment of Lease and the Series 20[] Assignment of Ground Lease Agreement have been duly executed and delivered by the Trustee and, insofar as the laws governing trust powers of the Trustee are concerned and assuming due authorization, execution and delivery thereof by the Corporation, constitute the legal, valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their respective terms, subject as to enforcement to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to general principles of equity; and (iv) the Series 20[] Certificates have been executed and delivered by the Trustee in accordance with the Series 20[] Trust Agreement; and

(xiii) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy as of the date hereof and as of the Closing Date, of the City's representations contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction by the City on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it.

[Add other conditions, including related to a municipal bond insurance policy or Reserve Product.]

If the City and the Corporation shall be unable to satisfy these conditions precedent to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 20[] Certificates contained in this Certificate Purchase Contract and the Underwriter does not

waive such inability in writing, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series 20[] Certificates shall be terminated for any reason permitted by this Certificate Purchase Contract, this Certificate Purchase Contract shall terminate and none of the Underwriter, the City or the Corporation shall be under any further obligation hereunder, except that the respective obligations of the City, the Corporation and the Underwriter set forth in Section 8 hereof shall continue in full force and effect and the City shall return the Deposit to the Underwriter.

8. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall pay, any expense incident to the performance of the City's and the Corporation's obligations hereunder including, but not limited to:

(i) the cost of preparation, printing and delivery of the Preliminary Offering Statement, the Offering Statement and supplements or amendments thereto, the Continuing Disclosure Certificate, and the Series 20[] Certificates;

(ii) the fees and disbursements of the municipal advisor to the City;

(iii) the fees and disbursements of Special Counsel and Disclosure Counsel;

(iv) the fees and disbursements of experts, consultants or advisors retained by the City, if any; and

(v) the fees and expenses of the Trustee.

(b) The Underwriter shall pay:

(i) the cost of preparing, printing and delivery of this Certificate Purchase Contract; the cost of all "blue sky" memoranda and related filing fees; the fees and expenses of counsel to the Underwriter;

(ii) all advertising expenses; and

(iii) all other expenses incurred by them in connection with the public offering of the Series 20[] Certificates, including the fees and disbursements of Underwriter's counsel.

In the event that either party shall have paid obligations of the other as set forth in this Section 8, adjustment shall be made on the Closing Date.

9. Notices. Any notice or other communication to be given to the City under this Certificate Purchase Contract may be given by mailing the same to the City's City Manager at

[] and to the President of the Corporation at [] and to the Underwriter by delivery to:
[].

10. Parties in Interest. This Certificate Purchase Contract is made solely for the benefit of the City, the Corporation and the Underwriter and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations and agreements in this Certificate Purchase Contract shall remain operative and in full force and effect and shall survive the delivery of the Series 20[] Certificates.

11. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the City and the Corporation hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion, and the approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Underwriter and delivered to the City and the Corporation.

12. No Liability. None of the members, officers, agents or employees of the City or the Corporation shall be charged personally by the Underwriter with any liability, or held liable to the Underwriter under any term or provision of this Certificate Purchase Contract because of its execution or attempted execution, or because of any breach or attempted breach thereof.

[This Space Intentionally Left Blank]

13. Counterparts. This Certificate Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

14. Execution by Facsimile. Execution and delivery of this Certificate Purchase Contract may be evidenced by either party's facsimile transmission of its signature hereon to the other party. In the event either party delivers its signature by facsimile transmission, such party shall deliver its original signature to the other party by overnight courier service; provided, however that delivery of the original signature shall not be a condition to such party's obligations hereunder.

15. Governing Law and Venue. This Certificate Purchase Contract, and the terms and conditions herein, shall constitute the full and complete agreement between the City, the Corporation and the Underwriter with respect to the purchase and sale of the Series 20[] Certificates. This Certificate Purchase Contract shall be governed by and construed in accordance with the laws of the State of Florida. For any action or proceeding hereunder, in law or in equity, the parties expressly agree that venue shall be in Broward County, Florida.

Very truly yours,

[]

By:

[Name/Title]

The terms and conditions of the foregoing Certificate Purchase Contract and offer made therein are accepted this [] day of [], 20[] by:

CITY OF POMPANO BEACH, FLORIDA

By: _____
Mayor

POMPANO BEACH FINANCE CORPORATION

By: _____
President

SCHEDULE I

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

[To follow]

REDEMPTION PROVISIONS

[To follow]

DRAFT

SCHEDULE II
DISCLOSURE LETTER

City of Pompano Beach, Florida

Pompano Beach Florida Finance Corporation

Re: \$[] Certificates of Participation (Civic Facilities Master Lease Program),
 Series 20[]

Ladies and Gentlemen:

In connection with the proposed issuance of the above-captioned certificates (the "Series 20[] Certificates"), [] (the "Underwriter") pursuant to a Certificate Purchase Contract, dated [], 20[] (the "Certificate Purchase Contract"), between the City of Pompano Beach, Florida (the "City") and the Pompano Beach Finance Corporation and the Underwriter, has agreed to purchase the Series 20[] Certificates. Terms used in capitalized form and not defined herein have the meanings assigned in the Certificate Purchase Contract.

The purpose of this letter is to furnish pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the underwriting and offering of the Series 20[] Certificates as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriter and paid by the Underwriter in connection with the purchase and reoffering of the Series 20[] Certificates are set forth on the exhibit attached hereto.

(b) No "finder" as that term is defined in Section 218.386, Florida Statutes, as amended, has entered into an understanding with the Underwriter, or to the knowledge of the Underwriter, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 20[] Certificates.

(c) The underwriting spread, the difference between the price at which the Series 20[] Certificates will be initially offered to the public by the Underwriter and the price to be paid for the Series 20[] Certificates, will be \$[] (\$[] per \$1,000 of Series 20[] Certificates issued).

(d) The Underwriter will charge a management fee of \$[0.00].

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 20[] Certificates to any person not regularly employed or retained by the Underwriter (including any "finder," as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Underwriter as set forth in the exhibit attached hereto.

(f) Truth-in-Bonding Statement. The City and the Corporation are proposing to cause the Trustee to issue the Series 20[] Certificates for the purpose of providing funds to [uses to be added]

The Series 20[] Certificates are expected to be repaid over a period of approximately [] ([]) years. At a true interest cost rate of []%, the total interest paid over the life of the Series 20[] Certificates will be \$[].

The source of repayment or security for the Series 20[] Certificates is limited solely to the Available Revenues to the extent annually appropriated by the City to make Basic Rent Payments under the Series 20[] Lease. The authorization of this debt or obligation will result in an average of \$[] of Available Revenues, to the extent annually appropriated, not being available to the City to finance other projects or services each year for approximately [] ([]) years.

The name and address of the Underwriter is set forth below:

[To Follow]

[This Space Intentionally Left Blank]

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Yours very truly,

[_____]

By: _____
[Name/Title]

DRAFT

SUMMARY OF UNDERWRITER'S EXPENSES

| <u>Underwriter's Expenses</u> | <u>\$/1000</u> | <u>Amount</u> |
|-------------------------------|----------------|---------------|
|-------------------------------|----------------|---------------|

| | | |
|----------------------------|--|--|
| Total Underwriter Expenses | | |
|----------------------------|--|--|

DRAFT

EXHIBIT A
FORM OF SPECIAL COUNSEL’S SUPPLEMENTAL OPINION

DRAFT

COMPOSITE EXHIBIT B

**FORMS OF CORPORATION'S COUNSEL OPINION AND CITY ATTORNEY
OPINION**

DRAFT

EXHIBIT C

FORM OF DISCLOSURE COUNSEL'S OPINION

DRAFT

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

\$[_____]

**CERTIFICATES OF PARTICIPATION
(Civic Facilities Master Lease Program), Series 20[____]
Evidencing Undivided Proportionate Interests of the Owners Thereof
in Basic Rent Payments to be Made by the
CITY OF POMPANO BEACH, FLORIDA, as Lessee,
Pursuant to a Master Lease-Purchase Agreement with
POMPANO BEACH FINANCE CORPORATION, as Lessor**

ISSUE PRICE CERTIFICATE

The undersigned, as the underwriter (the “Underwriter”) of the above referenced certificates (the “Series 20[____] Certificates”), hereby certifies as set forth below with respect to the sale and issuance of the Series 20[____] Certificates. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Certificate Purchase Contract dated as of the Sale Date (hereinafter defined) among the City (hereinafter defined), the Pompano Beach Finance Corporation and the Underwriter.

1. Sale of the 10% Test Maturities. For each Maturity of the 10% Test Maturities, the first price at which at least 10% of such Maturity was sold to the Public as of the Sale Date is the respective price listed in Schedule A.

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

(a) The Underwriter 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 Series 20[____] Certificates is attached to this certificate as Schedule B.

(b) As set forth in the Certificate Purchase Contract, the Underwriter 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 Series 20[____] Certificates 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. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold 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 Series 20[____] Certificates during the Holding Period.

3. Capitalized terms. Capitalized terms used in this Issue Price Certificate and not otherwise defined herein have the following meanings:

- (a) “City” means the City of Pompano Beach, Florida.
- (b) “10% Test Maturities” means those Maturities of the Series 20[] Certificates listed in Schedule A hereto as the “10% Test Maturities.”
- (c) “Hold-the-Offering-Price Maturities” means those Maturities of the Series 20[] Certificates listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”
- (d) “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 ([], 20[]), or (ii) the date on which the Underwriter 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.
- (e) “Maturity” or “Maturities” means Series 20[] Certificates with the same credit and payment terms. Series 20[] Certificates with different maturity dates, or Series 20[] Certificates 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 generally 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 Series 20[] Certificates. The Sale Date of the Series 20[] Certificates is [], 20[].
- (h) “Underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with a lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 20[] Certificates 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 Series 20[] Certificates 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 Series 20[] Certificates to the Public).

We have been advised by Special Counsel that the yield on an issue of tax exempt Series 20[] Certificates is that discount rate which produces the same present value on the date of issue of the Series 20[] Certificates which when used in computing the present value of all payments of principal and interest to be made with respect to the issue of Series 20[] Certificates equals the present value of the aggregate of the issue prices of the issue of Series 20[] Certificates. The aggregate issue price of the Series 20[] Certificates is \$. The yield on the Series 20[] Certificates calculated in the manner described in this paragraph

is _____%. [The Series 20[_____] Certificates maturing on January 1, 20__, (the “Yield to Call Premium Certificates”) are issued at an Initial Offering Price that exceeds the stated redemption price at maturity by more than one-fourth of one percent (.25%) multiplied by the product of the stated redemption price at maturity and the number of complete years to the first optional redemption date of the Series 20[_____] Certificates. The Yield to Call Premium Certificates are subject to optional early redemption. In calculating the Yield on the Series 20[_____] Certificates, the Yield to Call Premium Certificates have been treated as redeemed at their stated redemption prices on the optional redemption date that would produce the lowest yield on the Series 20[_____] Certificates.] For the purposes hereof, yield has been calculated on a 360 day basis, assuming semi-annual compounding. [The amount of the premium included in the pricing of the Series 20[_____] Certificates is reasonable to efficiently market the Series 20[_____] Certificates.]

4. We have been advised by Special Counsel that the weighted average maturity of an issue of tax-exempt Series 20[_____] Certificates is the sum of the products of the issue price of each maturity which is a part of the issue and the years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue. Assuming that the initial offering prices are the issue price of the Series 20[_____] Certificates and that the entire issue price of the Series 20[_____] Certificates is \$ _____, the weighted average maturity of the Series 20[_____] Certificates is _____ years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate dated of even date herewith relating to the Series 20[_____] Certificates and with respect to compliance with the federal income tax rules affecting the Series 20[_____] Certificates, and by Special Counsel in connection with rendering their opinions that the interest on the Series 20[_____] Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G with respect to the Series 20[_____] Certificates, and other federal income tax advice that it may give to the City from time to time relating to the Series 20[_____] Certificates.

[Signature Page Follows]

[Signature page to Issue Price Certificate]

[_____]

By: _____
[Name/Title]

Dated: [____], 20[____]

DRAFT

SCHEDULE A
ISSUE PRICE SCHEDULE

DRAFT

SCHEDULE B
PRICING WIRE

DRAFT

EXHIBIT E
FORM OF TRUSTEE CERTIFICATE

DRAFT