

Exhibit B – Form of Bond Purchase Contract

\$[_____]]
**POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY
TAX INCREMENT REVENUE BONDS (NORTHWEST DISTRICT AREA),
20[_____]]**

BOND PURCHASE CONTRACT

[_____] , 20[_____]]

Pompano Beach Community Redevelopment Agency
501 Dr. M.L.K., Jr. Blvd., Suite 1
Pompano Beach, Florida 33060

Ladies and Gentlemen:

[_____] (the “Underwriter”) offers to enter into this agreement (the “Bond Purchase Contract”) with the Pompano Beach Community Redevelopment Agency (the “Agency” or the “Issuer”), which, upon the acceptance of this offer, will be binding upon the Agency and upon the Underwriter. This offer is made subject to the Agency’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 Agency at any time prior to the acceptance hereof by the Agency. All capitalized terms used in this Bond Purchase Contract and not otherwise defined herein shall have the same meanings as set forth in the Bond Resolution (as defined herein), and if not set forth in the Bond Resolution, the same meanings as set forth in the Preliminary Official 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 from the Agency for offering to the public and the Agency hereby agrees to sell and deliver to the Underwriter for such purpose, all (but not less than all) of the \$[_____] Pompano Beach Community Redevelopment Agency Tax Increment Revenue Bonds (Northwest District Area), Series 20[_____] (the “Series 20[_____] Bonds”). The Series 20[_____] Bonds are issued pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, as amended, and other applicable provisions of law. The Series 20[_____] Bonds are further being issued pursuant to Resolution No. 2022-20 adopted by the Agency on June 28, 2022 (the “Master Resolution”), as supplemented by Resolution No. 2026-03 adopted by the Agency on October 29, 2025 (the “Supplemental Resolution” and, together with the Master Resolution, the “Bond Resolution”). The Series 20[_____] Bonds are further authorized to be issued by resolutions of the City of Pompano Beach, Florida (the “City”) adopted on June 28, 2022 and October 29, 2025, respectively (collectively, the “City Resolution”). The Series 20[_____] Bonds 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 Agency pursuant to Section 218.385, Florida Statutes is attached hereto as Schedule II, and by execution of this Bond Purchase Contract the Agency

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 Bond Purchase Contract by reason of Section 287.1 33(2)(a), Florida Statutes, as amended.

The purchase price for the Series 20[] Bonds shall be \$[] (principal amount of the Series 20[] Bonds, [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 Bond Purchase Contract.

2. Public Offering.

(a) The Underwriter agrees to make a bona fide public offering of all of the Series 20[] Bonds 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[] Bonds, provided that the Underwriter shall not change the interest rates set forth in Schedule I. The Series 20[] Bonds 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[] Bonds 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 Issuer in establishing the issue price of the Series 20[] Bonds and shall execute and deliver to the Issuer 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 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 Series 20[] Bonds.

Except as otherwise set forth in Schedule A of Exhibit D attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 20[] Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of such Series 20[] Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 20[] Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which the Series 20[] Bonds 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[] Bonds 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[] Bonds to the public on or before the date of this Bond 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 Bond Purchase Contract, the maturities, if any, of the Series 20[] Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree 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 Series 20[] Bonds, the Underwriter will neither offer nor sell unsold Series 20[] 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 Series 20[] Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer 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[] Bonds 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 retail distribution agreements relating to the initial sale of the Series 20[] Bonds to the public.] On the Closing Date, the Underwriter shall confirm that the hold-the-offering-price restrictions applicable to the Series 20[] Bonds have been met.

(e) The Underwriter acknowledges that sales of any Series 20[] 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 Series 20[] 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 Series 20[] Bonds 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[] Bonds to the public),

(iii) a purchaser of any of the Series 20[] Bonds 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 Bond Purchase Contract by all parties.

3. Good Faith Deposit. The Underwriter has delivered to the Issuer a check for _____ Thousand and 00/100 Dollars (\$ _____) (1% of the par amount shown on the Preliminary Official Statement (as herein defined)) payable to the order of the Issuer (the “Good Faith Check”). In the event that the Issuer does not accept this offer, the Issuer shall promptly return the Good Faith Check to the Underwriter. If the offer made hereby is accepted, the Issuer 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[] Bonds 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 Issuer fails to deliver the Series 20[] Bonds at the Closing Date, or if the Issuer 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 Bond 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[] Bonds at the Closing Date, such check shall be retained by the Issuer 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 Issuer against the Underwriter arising out of the transactions contemplated hereby.

4. The Preliminary Official Statement and the Official Statement.

(a) The Issuer has delivered, or caused to be delivered, copies of a Preliminary Official Statement, dated [], 20[] relating to the Series 20[] Bonds (the “Preliminary Official Statement”), to the Underwriter and hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Series 20[] Bonds by the Underwriter. The Issuer prepared the Preliminary Official Statement for use by the Underwriter in connection with the public offering, sale and distribution of the Series 20[] Bonds until the final Official Statement is available. 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 (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”). 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, if applicable.

(b) 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 Bond Purchase

Contract (but, in any event, not later than within seven business days after the Issuer's acceptance of this Bond Purchase Contract, or such shorter period as may be agreed by the Issuer 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 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 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 Series 20[] 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 Series 20[] 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) During the period from the date of this Bond Purchase Contract to and including the date the Underwriter is 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 Series 20[] Bonds), (x) the Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (y) if the Issuer becomes aware of any fact or event which is reasonably likely to 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, in the light of the circumstances under which they were made, 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 such supplement or amendment in form and substance mutually agreed upon by the Issuer and the Underwriter, 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, in the light of the circumstances under which they were made, not misleading, or so that the Official Statement will comply with law; provided, however, that for all purposes of this Bond 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 Date, 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 Issuer authorizes 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 Official 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 Official 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 Official 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[] Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer 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 Agency. The Agency hereby represents, warrants and agrees as follows:

(a) At the time of the Agency’s delivery to the Underwriter of the Official Statement and on the Closing Date, the statements and information contained in the Official Statement will be true, correct and complete in all material respects and the Official 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 Bond Purchase Contract and the Closing Date, the Agency will not execute any bonds, notes or obligations for borrowed money payable from or secured by the Pledged Revenues, other than the Series 20[] Bonds, nor will the Agency supplement or amend or cause to be supplemented or amended the Bond Resolution or the Official Statement, at any time prior to the Closing Date, without prior written notice to the Underwriter.

(c) The Agency is, and will be, on the Closing Date, a community redevelopment agency existing under the Constitution and laws of the State with the power and authority set forth in Part III of Chapter 163, Florida Statutes. By all necessary official action, the

Agency has adopted the Redevelopment Plan in accordance with the Act and the Redevelopment Plan is in full force and effect.

(d) The Agency has full legal right, power and authority to: (i) enter into this Bond Purchase Contract, the Continuing Disclosure Certificate and the Interlocal Agreement, (ii) adopt the Redevelopment Plan and the Bond Resolution; (iii) to pledge the Pledged Revenues to the payment of the Series 20[] Bonds on a parity with the lien thereon of the Outstanding Series 2022 Bond and Additional Bonds and Parity Obligations [heretofore and] hereafter issued and Outstanding, (iv) to execute and deliver this Bond Purchase Contract, the Continuing Disclosure Certificate, and any other certificates and documents reasonably required by the Underwriter, (v) sell, issue and deliver the Series 20[] Bonds to the Underwriter as provided herein, (vi) to undertake the construction, acquisition, equipping and improving of the Additional Redevelopment Project; and (vii) to carry out and consummate the transactions contemplated by this Bond Purchase Contract, the Bond Resolution, the Official Statement and the Continuing Disclosure Certificate and the Agency 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[] Bonds contained in the Bond Resolution, the Series 20[] Bonds, the Continuing Disclosure Certificate, this Bond Purchase Contract and the Interlocal Agreement. As of the date hereof, the Redevelopment Plan, including the 2024 Redevelopment Plan Amendment, the Interlocal Agreement and the County Extension Resolution are each in full force and effect and consistent with the descriptions thereof in the Preliminary Official Statement.

(e) By all necessary official action, the Agency has duly adopted the Bond Resolution, has duly authorized and approved the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the Agency of this Bond Purchase Contract, the Continuing Disclosure Certificate and the Interlocal Agreement and all other obligations on its part in connection with the issuance of the Series 20[] Bonds and the consummation by it of all other transactions contemplated by this Bond Purchase Contract, the Continuing Disclosure Certificate and the Bond Resolution in connection with the issuance of the Series 20[] Bonds; and the Bond Resolution, the Continuing Disclosure Certificate, this Bond Purchase Contract and the Interlocal Agreement constitute the legal, valid and binding obligations of the Agency, 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.

(f) When delivered to and paid for by the Underwriter on the Closing Date in accordance with the provisions of this Bond Purchase Contract, the Series 20[] Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special obligations of the Agency in conformity with the Constitution and laws of the State and the Bond Resolution and the Series 20[] Bonds shall be entitled to the benefit of the Bond Resolution, including a pledge of and lien on the Pledged Revenues on a parity with the lien thereon of the Outstanding Series 2022 Bond and any Additional Bonds and Parity Obligations [heretofore and] hereafter issued and Outstanding under the Master Resolution. There are currently no bonds or other obligations of the Agency issued and outstanding under the Master Resolution or other instrument with a lien on or pledge of the Pledged Revenues other than the Series 2022 Bond.

(g) The adoption of the Bond Resolution and the Redevelopment Plan and the authorization, execution and delivery of this Bond Purchase Contract, the Continuing Disclosure Certificate, the Series 20[] Bonds, and the Interlocal 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 Agency 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 Agency, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution.

(h) As of the date hereof and the Closing Date, the Agency will be in compliance in all respects with the covenants and agreements contained in the Bond Resolution 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 under the Bond Resolution will have occurred or be continuing.

(i) 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 Agency of its obligations hereunder and under the Bond Resolution or in connection with the Redevelopment Plan, including constructing, acquiring, equipping and improving the Additional Redevelopment Project, have been obtained and are in full force and effect, except that the Agency 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[] Bonds or in connection with the registration of the Series 20[] Bonds under the federal securities laws. The Additional Redevelopment Project is consistent with Exhibit 1 to the Interlocal Agreement.

(j) The Agency is lawfully empowered to pledge and grant a first lien on the Pledged Revenues on a parity with the lien thereon of the Outstanding Series 2022 Bond and any Additional Bonds and Parity Obligations [heretofore and] hereafter issued and Outstanding under the Master Resolution for payment of the principal of, redemption premium, if any, and interest on the Series 20[] Bonds as set forth in the Bond Resolution.

(k) Except as disclosed in the Official 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 Agency has received actual notice, pending or threatened against the Agency, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 20[] Bonds or the collection of the Pledged Revenues or the pledge of and lien on the Pledged Revenues as security for the Series 20[] Bonds, or contesting or affecting in any respect as to the Agency the validity, or enforceability of the Redevelopment Plan, the Series 20[] Bonds, the Bond Resolution, the Continuing Disclosure Certificate, this Bond Purchase Contract or the Interlocal Agreement, or contesting the exclusion from gross income of interest on the Series 20[] Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplements or amendments thereto, or contesting the powers of the Agency or

any authority for the issuance of the Series 20[] Bonds, the adoption of the Redevelopment Plan or the Bond Resolution, or the execution and delivery by the Agency of this Bond Purchase Contract, the Continuing Disclosure Certificate and the Interlocal Agreement.

(l) The Agency 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[] Bonds 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[] Bonds 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[] Bonds; provided, however, that the Agency 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.

(m) The Agency 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[] Bonds to be applied in a manner contrary to that provided for in the Bond Resolution and as described in the Official Statement.

(n) The Agency 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.

(o) To the actual knowledge of the Agency, no debt obligations of the City or the Agency, 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.

(p) The Agency 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 Official Statement under the caption "CONTINUING DISCLOSURE" and in Appendix [] attached thereto. The Agency has no other undertakings for purposes of the Rule.

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

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 Issuer and the Underwriter (the "Closing Date"), the Issuer will, subject to the terms and conditions hereof, deliver to DTC on behalf of the Underwriter, the Series 20[] 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 Series 20[] Bonds as set forth in Section 1 of this Bond Purchase Contract in immediately available funds payable to the order of the Issuer. Payment for the Series 20[] 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.

(a) Delivery of the Series 20[] Bonds in definitive form shall be made through DTC, utilizing the book-entry-only form of issuance. The Series 20[] Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Series 20[] Bond for each maturity of the Series 20[] Bonds (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[] Bonds, all as provided in the Bond Resolution. The original Series 20[] Bonds 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 Issuer and the Underwriter.

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

(a) The representations, warranties and agreements of the Agency 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 Bond Resolution, the Redevelopment Plan, the Interlocal Agreement and the County Extension Resolution shall be in full force and effect in accordance with its terms and shall not have been amended, modified or supplemented, and the Official 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 Agency relating to this Bond Purchase Contract and the Series 20[] Bonds (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[] Bonds by notifying the Agency 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[] Bonds, which, in the opinion of the Underwriter or Bond 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[] Bonds to be registered under the Securities Act of 1933, as amended, or requiring the Bond Resolution 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 Official Statement and which, in the opinion of the Underwriter, materially adversely affects the marketability of the Series 20[] Bonds or the market price thereof or there shall have been any material adverse change in the affairs of the Agency which in the opinion of the Underwriter will materially adversely affect the market for the Series 20[] Bonds or the ability of the Underwriter to enforce contracts for the sale of the Series 20[] Bonds; 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[] Bonds as contemplated by the Official 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[] Bonds as contemplated hereby or by the Official Statement or prohibiting the adoption or performance of the Bond Resolution; or

(vi) between the date hereof and the Closing Date, the Agency has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, other than as described in the Official Statement, in either case payable from the Pledged Revenues; or

(vii) 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[] Bonds or causes any material information in the Official Statement, in light of the circumstances under which it appears, to be misleading in any material respect; or

(viii) 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[] Bonds or causes any information in the Official Statement to be misleading in any material respect; or

(ix) [between the date hereof and the Closing Date, (A) either [] or [] shall inform the Agency or the Underwriter that the Series 20[] Bonds will not receive underlying ratings of at least “[]” or “[],” respectively; or]

(x) 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[] Bonds or in any way contesting or affecting any authority for or the validity of the Series 20[] Bonds or this Bond Purchase Contract, the security and sources of payment of the Series 20[] Bonds, or any of the proceedings of the Agency taken with respect to the issuance or sale of the Series 20[] Bonds or the execution of and performance of this Bond Purchase Contract; or

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

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

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

(ii) the Redevelopment Plan, the Bond Resolution, the Interlocal Agreement and the County Extension Resolution, each certified by the Executive Director of the Agency under seal as having been duly adopted by the Agency, 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[] Bonds;

(iii) a final approving opinion of Bond Counsel, addressed to the Agency, dated the Closing Date, in substantially the form included in the Official Statement as Appendix [] (the “Approving Opinion”), together with a reliance letter addressed to the Underwriter;

(iv) a supplemental opinion of Bond Counsel, addressed to the Agency 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 Agency, addressed to the Agency, Bond Counsel and the Underwriter, and dated the Closing Date, and an opinion of the City Attorney of the City, addressed to the City, Bond 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 the Chairman or Vice Chairman of the Agency and the Executive Director, or such other officials satisfactory to the Underwriter, and in form and substance satisfactory to the Underwriter, to the effect that (A) the representations, warranties and covenants of the Agency 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, (B) neither the Chairman or Vice Chairman, as applicable, Executive Director or such other satisfactory officials executing the Certificate has any knowledge or reason to believe that the Official 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 Official 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 []), and (C) except as disclosed in the Official Statement, there is no lien or charge on the Pledged Revenues ranking equally with or prior to the charge or lien created in the Bond Resolution in favor of the Series 20[] Bonds other than the parity lien thereon of the Outstanding Series 2022 Bond [add any other Authorized Additional Bonds previously issued];

(vii) a customary opinion of the Agency's Disclosure Counsel addressed to the Agency 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[] Bonds have received underlying ratings of "[]" and "[]" respectively, from [] and []];

(ix) a certificate of the City Clerk of the City that the City 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 Agency for the Fiscal Year ended September 30, 20[];

(xi) the documents required by the Bond Resolution to be delivered as a condition precedent to the delivery of the Series 20[] Bonds, including to permit the Series 20[] Bonds to be secured by a lien on the Pledged Revenues on a parity with the lien thereon of the Outstanding Series 2022 Bond [add any other Authorized Additional Bonds previously issued]; and

(xii) 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 Agency's representations contained herein and of the statements and information contained in the Official Statement and the due performance or

satisfaction by the Agency 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 Agency 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[] Bonds contained in this Bond 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[] Bonds shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract shall terminate and neither the Underwriter nor the Agency shall be under any further obligation hereunder, except that the respective obligations of the Agency and the Underwriter set forth in Section 8 hereof shall continue in full force and effect and the Agency shall return the Deposit to the Underwriter.

8. Expenses.

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

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

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

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

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

(v) the fees and expenses of the Registrar and the Paying Agent.

(b) The Underwriter shall pay:

(i) the cost of preparing, printing and delivery of this Bond 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[] Bonds, 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 Agency under this Bond Purchase Contract may be given by mailing the same to the Agency's Executive Director at and to the Underwriter by delivery to: [_____].

10. **Parties in Interest.** This Bond Purchase Contract is made solely for the benefit of the Agency 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 Bond Purchase Contract shall remain operative and in full force and effect and shall survive the delivery of the Series 20[____] Bonds.

11. **Waiver.** Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Agency 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 Agency.

12. **No Liability.** None of the members, officers, agents or employees of the Agency shall be charged personally by the Underwriter with any liability, or held liable to the Underwriter under any term or provision of this Bond 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 Bond 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 Bond 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 Bond Purchase Contract, and the terms and conditions herein, shall constitute the full and complete agreement between the Agency and the Underwriter with respect to the purchase and sale of the Series 20[] Bonds. This Bond 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 Bond Purchase Contract and offer made therein are accepted this [] day of [], 20[] by:

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chairman

SCHEDULE I

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

[To follow]

REDEMPTION PROVISIONS

[To follow]

Exhibit B – Form of Bond Purchase Contract

SCHEDULE II

DISCLOSURE LETTER

Pompano Beach Florida Community Redevelopment Agency

Re: \$[] Pompano Beach Community Redevelopment Agency
Redevelopment Revenue Bonds Tax Increment Revenue Bonds (Northwest District
Area), Series 20[]

Ladies and Gentlemen:

In connection with the proposed issuance of the above-captioned bonds (the “Series 20[] Bonds”), [] (the “Underwriter”) pursuant to a Bond Purchase Contract, dated [], 20[] (the “Bond Purchase Contract”), between the Pompano Beach Community Redevelopment Agency (the “Agency”) and the Underwriter, has agreed to purchase the Series 20[] Bonds. Terms used in capitalized form and not defined herein have the meanings assigned in the Bond 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[] Bonds 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[] Bonds 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 Agency, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Agency and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 20[] Bonds.

(c) The underwriting spread, the difference between the price at which the Series 20[] Bonds will be initially offered to the public by the Underwriter and the price to be paid to the Agency for the Series 20[] Bonds, will be \$[] (\$[] per \$1,000 of Series 20[] Bonds 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[] Bonds 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 Agency is proposing to issue the Series 20[] Bonds for the purpose of providing funds to (i) finance the acquisition, construction, equipping and improvement of the Additional Redevelopment Project and (ii) pay the costs of issuance of the Series 20[] Bonds. [Other uses to be added]

The Series 20[] Bonds 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[] Bonds will be \$[].

The source of repayment or security for the Series 20[] Bonds is limited solely to the Pledged Revenues. The authorization of this debt or obligation will result in an average of \$[] of Pledged Revenues not being available to the Agency 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]

Exhibit B – Form of Bond Purchase Contract

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]

SUMMARY OF UNDERWRITER'S EXPENSES

<u>Underwriter's Expenses</u>	<u>\$/1000</u>	<u>Amount</u>
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Total Underwriter Expenses		
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EXHIBIT A
FORM OF BOND COUNSEL'S SUPPLEMENTAL OPINION

COMPOSITE EXHIBIT B

FORMS OF AGENCY'S COUNSEL OPINION AND CITY ATTORNEY OPINION

EXHIBIT C
FORM OF DISCLOSURE COUNSEL'S OPINION

EXHIBIT D

FORM OF ISSUE PRICE CERTIFICATE

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT REVENUE BONDS (NORTHWEST DISTRICT AREA), SERIES 20[]

ISSUE PRICE CERTIFICATE

The undersigned, as the underwriter (the “Underwriter”) of the Pompano Beach Community Redevelopment Agency Tax Increment Revenue Bonds (Northwest District Area), Series 20[] (the “Series 20[] Bonds”), hereby certifies as set forth below with respect to the sale and issuance of the Series 20[] Bonds. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Contract dated as of the Sale Date (hereinafter defined) between the Agency (hereinafter defined) 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[] Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond 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[] 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. 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[] Bonds 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) “Agency” means the Pompano Beach Community Redevelopment Agency.

(b) “10% Test Maturities” means those Maturities of the Series 20[] Bonds listed in Schedule A hereto as the “10% Test Maturities.”

(c) “Hold-the-Offering-Price Maturities” means those Maturities of the Series 20[] Bonds 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[] Bonds with the same credit and payment terms. Series 20[] Bonds with different maturity dates, or Series 20[] 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 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[] Bonds. The Sale Date of the Series 20[] Bonds is [], 20[].

(h) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Agency (or with a lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 20[] 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 Series 20[] 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 Series 20[] Bonds to the Public).

We have been advised by Bond Counsel that the yield on an issue of tax exempt Series 20[] Bonds is that discount rate which produces the same present value on the date of issue of the Series 20[] Bonds 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[] Bonds equals the present value of the aggregate of the issue prices of the issue of Series 20[] Bonds. The aggregate issue price of the Series 20[] Bonds is \$. The yield on the Series 20[] Bonds calculated in the manner described in this paragraph is % . [The Series 20[] Bonds maturing on October 1, 20 , (the “Yield to Call Premium Bonds”) 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[] Bonds. The Yield to Call Premium Bonds are subject to optional early redemption. In calculating the Yield on the Series 20[] Bonds, the Yield to Call Premium Bonds 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[]

Bonds.] 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[] Bonds is reasonable to efficiently market the Series 20[] Bonds.]

4. We have been advised by Bond Counsel that the weighted average maturity of an issue of tax-exempt Series 20[] Bonds 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[] Bonds and that the entire issue price of the Series 20[] Bonds is \$_____, the weighted average maturity of the Series 20[] Bonds 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 Agency with respect to certain of the representations set forth in the Tax Certificate dated of even date herewith relating to the Series 20[] Bonds and with respect to compliance with the federal income tax rules affecting the Series 20[] Bonds, and by Bond Counsel in connection with rendering their opinions that the interest on the Series 20[] Bonds 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[] Bonds, and other federal income tax advice that it may give to the Agency from time to time relating to the Series 20[] Bonds.

[Signature Page Follows]

[Signature page to Issue Price Certificate]

[_____]

By: _____
[Name/Title]

Dated: [____], 20[____]

Exhibit B – Form of Bond Purchase Contract

**SCHEDULE A
ISSUE PRICE SCHEDULE**

Exhibit B – Form of Bond Purchase Contract

SCHEDULE B

PRICING WIRE