

RESOLUTION NO. 870.94

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, PROVIDING FOR THE TOWN OF A \$684,500 SPECIAL ASSESSMENT IMPROVEMENT REFUNDING BOND, SERIES NO. 1994A AND A \$1,018,400 SPECIAL ASSESSMENT IMPROVEMENT REFUNDING BOND, SERIES NO. 1994B, THE PROCEEDS OF WHICH, TOGETHER WITH THE TOWN'S CONTRIBUTION MADE PURSUANT HERETO, SHALL BE USED TO REFUND AND RETIRE THE TOWN'S OUTSTANDING SPECIAL ASSESSMENT IMPROVEMENT BOND, SERIES NO. REFUND AND RETIRE THE TOWN'S OUTSTANDING A RESERVE FUND FOR SUCH BONDS, SERIES 1989, TO COSTS; PROVIDING FOR THE TERMS OF SUCH BONDS; PROVIDING FOR THE NEGOTIATED SALE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH BONDS; PLEDGING THE BOND PROCEEDS, CERTAIN SPECIAL ASSESSMENTS AND REVENUES THEREFROM AND CERTAIN FUNDS AND INVESTMENT INCOME THEREFROM AND CERTAIN PAYMENT OF SUCH BONDS AND INTEREST THEREON; PROVIDING COVENANTS FOR THE BENEFIT OF THE INITIAL AND SUBSEQUENT HOLDERS OF SUCH BONDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA:

SECTION 1. Findings.

(a) Pursuant to Chapter 170, Florida Statutes, the Town Council of the Town of Golden Beach, Florida (the "Town"), on December 27, 1988, adopted Resolution No. 479-88 levying special assessments (the "1989 Assessments") on the parcels of real property specially benefited by the Project.

(b) On January 5, 1989, pursuant to Resolution No. 477-88, duly adopted by the Council on December 27, 1988, the Town issued its \$2,321,000 Special Assessment Improvement Bond, Series 1989 (the "Series 1989 Bond"), dated January 5, 1989, which is secured by a pledge of the 1989 Assessments; the proceeds of the Series 1989 Bond were used to pay costs of the Project.

(c) Pursuant to Chapter 170, Florida Statutes, the Council, on July 21, 1992, duly adopted Resolution No. 773-92, levying additional special assessments (the "1992 Assessments") to pay additional costs of the Project on the parcels of real property specially benefited by the Project, being the same parcels as those against which the Series 1992 Assessments were levied.

(d) Pursuant to an Interlocal Agreement between the Town and Dade County, Florida, and Resolution No. 761-92, duly adopted by the Council on May 19, 1992, Dade County loaned the Town moneys which were used to pay additional costs of the Project (the "Loan") and the Town pledged the 1992 Assessments to the County as security for the Loan.

(e) By Ordinance No. 397.93 (the "Ordinance"), duly enacted by the Council on January 4, 1994, the Council authorized the issuance of refunding bonds, in one or more

series, in an aggregate principal amount not to exceed \$2,500,000, the proceeds of which are to be used, together with certain other moneys to be contributed by the Town, to refund, on a current basis and retire, the Series 1989 Bond and the Loan, to fund a reserve fund for such refunding bonds and to pay issuance costs of such refunding bonds, which refunding bonds are to be secured by the 1989 Assessments and 1992 Assessments (collectively, the "Special Assessments") and which refunding bonds are to have such terms as provided by subsequent resolution of the Town subject to certain limits set forth in the Ordinance.

(f) It is now desirable for the Town to sell and issue the refunding bonds (being the "Bonds" described herein) in two Series as herein provided.

(g) It is found and determined that it is necessary, desirable and in the best interest of the Town to issue the Bonds to a bank by a negotiated sale because of the small principal amount of the Bonds, the nature of the Bonds, the terms of the Bonds, the limited marketability of the Bonds, prevailing interest rates and the high costs which would be incurred in conducting a competitive sale of the Bonds.

(h) The Town has negotiated with Northern Trust Bank of Florida N.A. (the "Bank"), for the sale by the Town of the Bonds to the Bank upon the terms set forth herein; the negotiated sale of the Bonds to the Bank, upon said terms, is in the best interests of the Town for the reasons stated above.

(i) Taking the Bonds into account, the Town has not and does not expect to issue during the calendar year 1994 tax-exempt obligations having an aggregate principal amount in excess of \$10,000,000; and therefore, the Bonds are eligible to be designated as "qualified tax-exempt obligation", as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

(j) The Council desires to authorize the Bonds, to establish the terms and the forms of the Bonds, to award the Bonds to the Bank, and make certain other covenants for the benefit of the initial and subsequent holders of the Bond.

SECTION 2. Authorization of Bond. Pursuant to the Ordinance, Chapter 170, Florida Statutes, and Chapter 166, Florida Statutes, the Town shall issue its Special Assessment Improvement Refunding Bonds (the "Bonds") as a single issue of Bonds, but in two Series designated, respectively, Series No. 1994A and Series No. 1994B. Each such Series shall be issued as a single bond. The Bonds shall be equally and ratably payable from and secured by the Bond Security (hereinafter specified). The Bonds shall be in substantially the forms and have the terms set forth respectively in Exhibits A and B hereto. The Bonds shall be dated as of the date of their initial issuance, however, the Series 1994B Bonds shall be issued as a "draw-down" obligation and interest shall accrue thereon on the amount drawn-down from the date of such draw-down. Notwithstanding the principal amounts and principal amortization schedules in Exhibits A and B, the principal amounts shall be reduced to the extent, if any, needed to cause the aggregate principal amounts of the Series 1994 Bonds not to exceed the unpaid principal balances of the Special Assessments and the principal amortization schedules shall be adjusted by agreement of the Town Manager and the Bank to amortize the reduced principal amounts of said Series 1994 Bonds.

The Bonds and the Town's obligations to pay the principal of and interest on the Bonds shall be special and limited obligations of the Town payable solely from and secured solely by the Bond Security (hereinafter specified) which is expressly pledged to and for the

benefit of the persons who shall from time to time be the initial and subsequent holders of the Bonds as security for the Bonds.

Each of the Bonds shall be issued in fully registered form and shall be subject to transfer only as provided in the form thereof. Upon issuance, the Bond of each Series shall be numbered "No. 1". Upon transfer of a Bond, the Bond certificate therefor shall be canceled and a new Bond certificate shall be executed and delivered to the transferee; said new Bond certificate shall be numbered one integer higher than the number of the Bond certificate surrendered and canceled upon such transfer; and the new Bond certificate shall bear a notation as to any principal and interest installments and prepayments which have theretofore been paid. The Town Manager (or the designee of the Town Manager) shall be Registrar for the Bonds and shall maintain a registration book (the "Register") for the initial registration of the Bond of each Series in the name of the initial purchaser thereof and the registration of such Bond, upon subsequent transfers, in the name of the transferee. As to the Holder, the Register shall contain the following information: the Series and the number of the Bond certificate held by such Holder, the address of such holder and the federal employer identification number of such holder. The Town Manager shall be Paying Agent for each Bond and shall maintain a Payment Record in which payments of principal and interest made to the holder shall also be noted in the Register.

SECTION 3. Tax Provisions and Covenants.

(a) The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In that connection, the Town hereby represents and covenants that it, together with all its subordinate entities and entities which issue obligations on its behalf and entities on behalf of which it issues obligations, in or during the calendar year 1994 (i) have not and will not issue tax-exempt obligations (including the Bonds) which are designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Bonds, but excluding obligations (other than "qualified 501(c)(3) bonds", as defined in Section 145 of the Code) that are "private activity bonds", as defined in Section 141 of the Code, and excluding refunding obligations that are not "advance refunding obligations", as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the Town first obtains a written opinion of nationally recognized bond counsel, that such designation or issuance, as applicable, will not adversely affect the status of the Bond as a "qualified tax-exempt obligation." Further, the Town represents and covenants that, during any time or in any manner as might affect the treatment of the Bond as a "qualified tax-exempt obligation", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The Town further represents that the Bond is not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

(b) The Town covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (A) the Bonds will not (i) constitute "private activity bonds," "arbitrage bonds" or "hedge bonds" under Sections 141, 148 or 149 of the Code, or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (B) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The Town further covenants (A) that it will take or cause to be taken such action that may be required of it for the interest on the Bonds to be and remain excluded from the gross income of the holders thereof for federal income tax purposes, (B) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (C) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) (but only if any such payments are required), (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, such exclusion of that interest under the Code.

The Town Manger, or any other officer of the Town having responsibility for issuance of the Bonds, is hereby authorized in the Tax Compliance Certificate relating to the Bonds or by separate instrument (A) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the Town with respect to the Bonds as the Town is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance with rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by that officer, (B) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Town, as may be appropriate to assure the exclusion of interest from gross income and the intended status of the Bonds, and (C) to give one or more appropriate certifications of the Town, forth the reasonable expectations of the Town regarding the amount and use of all the intended tax of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds and the interest thereon.

(c) The Mayor, the Town Manager, the Town Clerk and other officials of the Town, alone or jointly, are hereby authorized to execute and deliver, prior to the issuance of the Bonds, a General Certificate, a Tax Compliance Certificate and such other certificates, instruments and documents, in form and substance approved by Kubiccki Draper, as bond counsel, which certificates, instruments and documents shall contain such representations, validity of the Bonds and as to the treatment of interest on the Bonds for federal income tax purposes. Such representations and covenants shall constitute representations and covenants of the Town. The Town shall be obligated to comply with such covenants.

SECTION 4. Proceeds: Revenues: Funds and Accounts: Bond Security.

(a) Proceeds Fund. There is hereby created a special fund entitled "1994 Special Assessment Improvement Refunding Bonds -- Proceeds Fund" (the "Proceeds Fund") which shall be established and administered by the Town Manager or the Town Manager's designee. The proceeds received by the Town from the sale of the Bonds shall, upon receipt, be deposited in the Proceeds Fund. On the date of issuance of the Bonds, the Town shall

deposit in the Proceeds Fund an amount (the "Town's Contribution") equal to the difference between the face amount of the Bonds and the amount needed to pay the items listed below provided such amount shall not exceed \$254,000. The moneys used by the Town to make below Town's Contribution shall include all amounts derived by the Town from the Special Assessments and derived from the investment and reinvestment thereof which, on the date of issuance of the Bonds, are held by the Town to pay debt service on the Series 1989 Bond and on the Loan (the "Assessment Portion") and any balance of the Town's Contribution shall be derived from the Town's unrestricted surplus (the "Surplus Portion").

If, upon retirement of the Loan, any moneys held for that purpose are not needed for that purpose, the balance shall be used to reimburse the Town for any issuance expenses not paid pursuant to (d), below, and any excess not needed for that purpose shall be used to pay costs of Municipal Capital Improvements within 6 months of the closing date.

On the date of issuance of the Bonds (the "Issue Date") moneys in the Proceeds Fund shall be applied in the following order of priority:

- (a) First, Proceeds of the Series 1994A Bonds, collections of the 1992 Assessments and such amount of the Town's unrestricted surplus, in an aggregate amount needed to pay all of the principal balance of, and accrued interest on, the Series 1989 Bond shall promptly be paid to the Holder thereof on the closing date in retirement of the Series 1989 Bond;
- (b) Second, moneys derived from collections of the 1992 Assessments and such amount of the Town's unrestricted surplus as needed, taking into account both investment earnings thereon and the face amount of the Series 1994B Bond (which is to be subsequently received), shall be held payable on the Loan to April 1, 1994, and used to pay interest drawn down on the Series 1994B Bond on April 1, 1994;
- (c) Third, \$35,000 (being the initial Reserve Requirement) of the Town's unrestricted surplus shall be deposited in the Reserve Fund (created below);
- (d) Fourth, issuance expenses of the Bonds shall be paid with moneys derived from the Town's unrestricted surplus.

On April 1, 1994, the Town Manager, as aforesaid, the Town shall draw-down the face amount of the Series 1994B Bond (or such lesser amount as shall then need to be drawn when added to amounts then held pursuant to (b), above) and use moneys drawn-down and moneys held pursuant to (b), above, to retire, the loan. If the amount held under (b), above, needed shall be advanced from the Town's unrestricted surplus.

(b) Improvement Fund. There is hereby created a special fund entitled "1994 Special Assessment Improvement Refunding Bonds -- Improvement Fund" (the "Improvement Fund") which shall be established and administered by the Town Manager or the Town Manager's designee. All revenues received by the Town from the collection of Special Assessment installment payments which have come due of principal of, interest on and penalties

on the Special Assessments, net of any collection charges withheld by or paid to the Dade County Property Appraiser or Tax Collector for collecting the 1992 Assessments but not net of any costs of collecting the 1989 Assessments incurred by the Town as an operating expense of the Town (the "Assessment Revenues") and investment income earned on the Funds, Accounts and Subaccounts created by this Resolution shall be deposited upon receipt in the Improvement Fund. The Improvement Fund shall contain three bookkeeping accounts, a Current Debt Service Account, a Redemption Account and a Surplus Account. For accounting purposes, a separate Subaccount for each Series shall be established in the Current Debt Service Account. Amounts held in the respective Subaccounts for the payment of debt service on each Series shall constitute a "bona fide debt service fund" for such Series under the Code. Notwithstanding the foregoing, all amounts in the Improvement Fund shall serve as security for all outstanding Bonds until applied to the payment of debt service thereon or until transferred to the Reserve Fund.

Amounts collected as principal prepayments of Special Assessments shall be deposited in the Redemption Account and, except as otherwise provided herein, shall be used to prepay Bonds. The Town Manager or designee of the Town Manager shall determine, in each case, whether moneys in the Redemption Account shall be applied entirely to the prepayment of Series 1994A Bonds or to the prepayment of Series 1994B Bonds or allocated and applied to the prepayment of Bonds of each Series; in the latter case the Town Manager or such designee shall determine the amount of available funds to be applied to the prepayment of each particular Series. Amounts applied to the prepayment of any particular Series shall be applied to installments of principal of such Series in direct order of their scheduled principal payment dates.

All other Assessment Revenues and all investment income earned on the Funds, Accounts and Subaccounts created hereby shall, upon receipt, be deposited in the Current Debt Service Account until the balance therein equals the sum of the following (the balance, if any, being deposited in the Surplus Account):

- (1) an amount in the Subaccount for the Series 1994A Bond equal to all scheduled debt service payable on the Series 1994A Bonds during the then current Bond Year for the Series 1994A Bonds (being the 12 month period ending on the next July 15), less the amount of such debt service theretofore paid during such Bond Year from amounts in the Current Debt Service Account; plus
- (2) an amount in the Subaccount for the Series 1994B Bond equal to all scheduled debt service payable on the Series 1994B Bonds during the then current Bond Year for the Series 1994B Bonds (being the 12 month period ending on the next January 1), less the amount of such debt service theretofore paid during such Bond Year from amounts in the Current Debt Service Account.

For purposes of the foregoing "scheduled debt service" on each Series of Bonds shall mean the amount of principal scheduled to be due in such applicable Bond Year (whether or not the principal portion of such debt service has been in fact prepaid) plus the amount of interest actually payable on such Series in such Bond Year (which amount takes into account any prior reductions in principal of the Bonds of such Series). Moneys in the Subaccount in the Current Debt Service Account with respect to any Series of Bonds shall be used to pay the principal of and interest on the Bonds of such Series that are actually due in such Bond Year (which amount may be less than "scheduled debt service" as a result of prepayments) and any excess amounts

shall be used on the last day of the then current Bond Year to prepay principal of such Special Assessment Refunding Bonds -- Reserve Fund" (the "Reserve Fund") which shall be established and administered by the Town Manager or designee of the Town Manager. As used in this Resolution, the following terms shall have the following meaning:

(c) Reserve Fund. There is hereby created a special fund entitled "Special Assessment Improvement Refunding Bonds -- Reserve Fund" (the "Reserve Fund") which shall be established and administered by the Town Manager or designee of the Town Manager. As used in this Resolution, the following terms shall have the following meaning:

"Reserve Factor" means a sum equal to 102% of the outstanding principal amount of the Bonds, less the outstanding principal balance of the Special Assessments.

"Reserve Factor Calculation Date" means January 15, May 1 and July 15 of each year commencing May 1, 1994, and, at the election of the Town Manager or designee of the Town Manager, any other date on which debt service on any of the Bonds is paid.

"Reserve Requirement" means initially the sum of \$35,000; on each Reserve Factor Calculation Date prior to May 1, 1995, the Reserve Requirement shall be the greater of \$110,000 or the Reserve Factor, commencing May 1, 1995, and thereafter the Reserve Requirement shall be the Reserve Factor.

Upon the issuance of the Bonds, the sum of \$35,000 shall be deposited in the Reserve Fund. Any amounts deposited in the Surplus Account of the Improvement Fund shall be immediately transferred from the Surplus Account of the Improvement Fund to the Reserve Fund. Amounts in the Reserve Fund shall be used to pay debt service on the Bonds which actually becomes due and payable (as opposed to "scheduled debt service" as defined in (b), above) to the extent amounts in the Current Debt Service Account of the Bonds which not sufficient for such purpose. If on any Reserve Factor Calculation Date the amount which deposit exceeds the applicable Reserve Requirement, the excess shall be transferred to reimburse the Town for the Town's Contribution.

(d) Moneys. Any individual who is appointed by the Town Manager to serve as administrator of any Fund, Account or Subaccount or as Paying Agent shall be a bonded employee of the Town. Moneys in any Fund, Account and Subaccount created hereby shall be invested by the Town Manager or designee of the Town Manager in investments in which moneys of the Town may lawfully be invested and such investments shall be held in a separate bank account. Any uninvested money in the Improvement Fund shall be held in a separate bank account. Any uninvested money in the Improvement Fund shall be deposited upon receipt in the Investment of moneys in each Fund, Account or Subaccount shall to the lien hereof until used to pay debt service on the Bonds pursuant to (b) or (c), above or until paid to the Town pursuant to (c), above. In making investments the Town Manager shall designee of the Town Manager shall comply with any applicable provisions of Section 148 of the Code.

(e) Rebate Compliance. In the Tax Compliance Certificate, relating to the Bonds, representations shall be made bearing on the eligibility of the Bonds for exemptions from the rebate requirements of the Code contained in Sections 148(f)(4)(B) and 148(f)(4)(D) of the Code. If and to the extent such exemptions are not applicable to all "gross proceeds" (as defined in the Code) of the Bonds, the Town shall comply with the applicable requirements of Section 148(f) of the Code and the Town Manager is hereby authorized and directed: (i) to make calculations (or to cause staff personnel or the Town's certified public accountants or other

professionals to make calculations) required by Section 148(f) of the Code at the times required by that section; and (ii) to make payments to the United States of America of any rebate amounts or any penalties which become payable with respect to the Bonds pursuant to Section 148(f) of the Code; and (iii) to prepare, execute or cause to be executed and timely filed, such reports, returns and Internal Revenue Service forms (including but not limited to Form 8038-T) as may be required to comply with Section 148(f) of the Code. Any payments due the United States of America pursuant to Section 148(f) of the Code. Any payments due the United States of or more of the following sources: (A) from the Reserve Fund, or (B) from unrestricted surplus of the Town, or (C) from other lawfully available funds of the Town which the Town elects to use for that purpose.

(f) The Bond Security. The Town hereby pledges to and for the benefit of the initial holder and subsequent holders of the Bond, for the payment of the Bond and debt service thereon, the following "Bond Security":

- (i) the Special Assessments, the special assessment liens on the parcels of real property securing such Special Assessments, all Assessment Revenues, all Funds, Accounts and Subaccounts created by this Resolution and all investment income therefrom except, in the case of Assessment Revenues, all (A) amounts which are required to be paid to any Trustee in Bankruptcy under the "clawback" provisions of the Bankruptcy laws, (B) amounts which are judicially awarded to the Town for legal fees and costs incurred by the Town in the enforcement of the Special Assessments pursuant to Section 170.10, Florida Statutes, and (C) amounts paid to the Town for legal fees and costs in the settlement of any such enforcement action; and
- (ii) The proceeds of the Bonds and the Town's Contribution (subject to the Town's prior right to apply those amounts as provided in subsection (a) of this section);

The Bond Security shall be held in trust by the Town for the purposes herein provided and shall be deposited, held, invested and disbursed as provided herein and in accordance with law. Accounting records shall be maintained by the Town Manager and in designe of the Town Manager for each Fund, Account and Subaccount established pursuant to this Resolution and for the cash and investments therein and investment income pursuant to for any reason, excess income derived from the "gross proceeds" of the Bonds is not entirely exempt from rebate, such records shall be maintained in such a manner as to facilitate compliance with the applicable provisions of Section 148 of the Code.

(g) No Other Pledge of the Bond Security. Except for the Bonds, the Town will not, without the prior written consent of all holders of all outstanding Bonds, (A) issue any obligations or evidences of indebtedness of any type or character which are payable from the Bond Security, or (B) voluntarily create or cause to be created any other lien, pledge or encumbrance on the Bond Security.

(h) Bonds are Limited Obligations of the Town. The Bonds and the debt service thereon shall be limited and special obligations of the Town payable solely from the Bond Security, as provided herein.

(i) No Alteration of Special Assessments. The Town shall not voluntarily reduce the principal amount of any Special Assessment or modify the dates on which principal

or interest installments are due, or voluntarily waive or reduce any late payment penalty or voluntarily waive any right the Town has to collect the Special Assessments or to enforce the assessment liens, without the prior written consent of the holders of all outstanding Bonds. The Town shall not reduce the rate of interest payable on any of the Special Assessments without the prior written consent of the holders of all outstanding Bonds, except that the Town may, without such consent, reduce the interest rate on the 1989 Assessments to a rate which will produce a yield which is not less than 100 basis points higher than the yield on the Series 1994A Bonds and reduce the interest rate on the 1992 Assessments to a rate which will produce a yield of not less than 100 basis points higher than the yield on the Series 1994B Bonds. Yield for such purposes shall be calculated in the manner provided for by Section 148 of the Code, and any such reduction in interest shall be effective not earlier than the Issue Date of the Bonds.

(j) Administration and Enforcement of Special Assessments: Reports. The Town has levied and shall collect the Special Assessments as provided in the resolutions which levied the Special Assessments. Not later than February 15 in each year any of the Bonds are outstanding the Town shall provide to the Holder of each of the Bonds an accounts receivable list listing each parcel, the original Special Assessments thereon, the Special Assessment balances and any delinquent amounts.

(k) Holders Deemed Owners. The Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of this Resolution, payment of or on account of the debt service on any Bond shall be made only to or upon the order of the Holder or its duly authorized attorney-in-fact in the manner permitted by this Resolution, and neither the Town, the Registrar nor the Paying Agent shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest thereon, to the extent of the amount or amounts so paid.

(l) Mutilated, Lost, Wrongfully Taken or Destroyed Bonds. If any Bond is mutilated, lost, wrongfully taken or destroyed, in the absence of written notice to the Registrar that a lost, wrongfully taken or destroyed Bond has been acquired by a bona fide purchaser, the Mayor and Town Clerk shall execute, and the Registrar shall deliver, a new Bond of like date, maturity and denomination and of the same series as the Bond mutilated, lost, wrongfully taken or destroyed; provided, that (i) in the case of any mutilated Bond, the mutilated Bond first shall be surrendered to the Registrar, and (ii) in the case of any lost, wrongfully taken or destroyed Bond, there first shall be furnished to the Registrar evidence of the loss, wrongful taking or destruction satisfactory to the Registrar, together with indemnity satisfactory to them and to the Registrar and the Town Attorney, indemnifying the Town against all claims which may be made by any person with respect to the allegedly lost, wrongfully taken or destroyed Bond.

The Town may charge the Holder of a mutilated, lost, wrongfully taken or destroyed Bond a reasonable charge for any fees and expenses incurred by the Town in connection with the issuance of a replacement Bond pursuant to this Section.

Every new Bond issued pursuant to this Section by reason of any Bond being mutilated, lost, wrongfully taken or destroyed (i) shall constitute, to the extent of the outstanding principal amount of the Bond lost, mutilated, taken or destroyed, an additional contractual obligation of the Issuer, regardless of whether the mutilated, lost, wrongfully taken or destroyed Bond shall be enforceable at any time by anyone, and (ii) shall be entitled to all of the benefits of this Resolution equally and proportionately with any and all other Bonds issued and outstanding hereunder.

All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, wrongfully taken or destroyed Bonds and, to the extent permitted by law, shall preclude any and all other rights and remedies with respect to the replacement or payment of mutilated instruments or other investment securities without their surrender.

(m) Special Agreement with Holders. Notwithstanding any provision of this Resolution or of any Bond to the contrary, the Town may enter into an agreement with any Holder providing for making all payments to that Holder of principal of and interest on that Bond or any part thereof at a place and in a manner other than as provided in this Resolution and in the Bond. The Town will furnish a copy of each of those agreements to the Registrar and to the Paying Agent. Any payment of principal, premium or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

SECTION 5. Award and Sale of Bonds. The Bonds are hereby awarded and sold to the Bank, at a purchase price equal to 100% of the principal amount thereof. The purchase price of the Series 1994A Bonds shall be paid upon issuance. The purchase price of the Series 1994B Bonds shall be paid when such moneys are drawn-down, as aforesaid.

SECTION 6. Execution and Delivery. Each Bond shall be dated as of the date of its issuance. The Mayor and the Town Clerk are hereby authorized and directed to execute B, with such changes, insertions and omissions as may be approved by the Mayor and the Town Clerk; their execution of each Bond shall constitute conclusive evidence of such approval, and the Town Clerk is hereby authorized to affix the official seal of the Town to each Bond. Following such execution and upon receipt by the Town of the sale proceeds of the Bonds, other officials of the Town shall be delivered to the Bank. The Mayor, the Town Clerk and the Town Clerk shall be authorized and directed to take such actions and to execute such closing certificates, agreements and instruments as may be deemed by bond counsel to be necessary or desirable in connection with the issuance of the Bonds and the consummation of all transactions in connection therewith. If the Bond is subsequently transferred on the Register, a new Bond certificate shall be executed, as aforesaid, and issued to the transferee.

SECTION 7. Definitions. The terms "Mayor", "Town Clerk" and "Town Manager" shall include any person who is authorized by the Town's Charter or Ordinances to act in the stead of such official.

SECTION 8. Open Meeting Findings. It is hereby found and determined that all official acts by the Council concerning and relating to the adoption of this resolution and all prior resolutions relating to the Special Assessments and the Bond were taken in open meetings of the Council and that all deliberations of the Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including Section 286.011, Florida Statutes.

SECTION 9. Severability. If any one or more of the provisions of this resolution or of the Bonds shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution or of the Bonds, but this Resolution and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 10. Repealing Clause. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 11. Effective Date. This resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Golden Bear Florida, this 18th day of JANUARY, 1994.

The Motion to adopt the foregoing Resolutions was offered by: COUNCILMAN LEE DUFFNER

seconded by: COUNCILMAN KERRY ROSENTHAL

on roll call the following vote ensued: _____ and Mayor Nelson


Vice Mayor Addicot Abstained

Councilman Duffner Aye

Councilman Mena Aye

Councilman Rosenthal Aye

AUTHENTICATION:


~~_____~~
MICHAEL ADDICOTT
VICE MAYOR


~~_____~~
TRUDI BERGLIN
DEPUTY TOWN CLERK

EXHIBIT A

No. _____

\$684,500

United States of America
State of Florida

TOWN OF GOLDEN BEACH, FLORIDA
SPECIAL ASSESSMENT IMPROVEMENT REFUNDING BOND, SERIES NO. 1994A

DATED DATE _____, 1994
FINAL MATURITY DATE
July 15, 2001

REGISTERED OWNER: _____

INITIAL PRINCIPAL AMOUNT:

SIX HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS

THE TOWN OF GOLDEN BEACH, a municipality duly created and existing under the laws of the State of Florida (the "Town"), for value received, hereby promises to pay, but solely from the Bond Security hereinafter referred to, to the registered owner, named above, or registered assigns (the "registered owner" or "Holder"), in lawful money of the United States of America, the initial principal amount stated above which shall be payable, if not prepaid, on the following dates in the following amounts:

| <u>Principal Payment Date</u> | <u>Amount of Principal Payment</u> |
|-----------------------------------|--|
| 7/15/94 | \$ 37,254.29 |
| 1/15/95 | 54,227.60 |
| 7/15/95 | 52,557.24 |
| 1/15/96 | 51,846.15 |
| 7/15/96 | 53,117.80 |
| 1/15/97 | 52,420.67 |
| 7/15/97 | 50,706.61 |
| 1/15/98 | 50,950.78 |
| 7/15/98 | 50,201.03 |
| 1/15/99 | 49,433.10 |
| 7/15/99 | 48,646.52 |
| 1/15/00 | 48,840.85 |
| 7/15/00 | 48,040.07 |
| 1/15/01 | 33,219.86 |
| 7/15/01 | 3,037.43 |

The Town may prepay the principal hereof, in whole at any time or in part, on the fifteenth day of any month without penalty. Any amounts of principal which are prepaid shall be applied

against the annual installments of principal thereafter to become due in the direct order of the due dates.

The principal balance hereof, which shall be outstanding from time to time, shall bear interest from the dated date hereof at 4.50% per annum, which interest shall be calculated on the basis of a 360 day year of twelve (12) months of thirty (30) days each. Such interest shall be payable semiannually commencing July 15, 1994, and on each January 15 and July 1 thereafter until this Bond is paid in full. Delinquent payments of principal and interest shall bear interest at the rate of 8.00% per annum.

This Bond and the Town's Special Assessment Improvement Refunding Bond, Series 1994A (the "Bonds"), have been authorized by Ordinance No. 397.93, duly enacted by the Town Council of the Town (the "Council") on January 4, 1994 (the "Bond Ordinance"), and issued pursuant to Resolution No. 870.94, duly adopted by the Council on January 18, 1994 (the "Bond Resolution"). The Bond Ordinance and Bond Resolution are herein collectively called the "Bond Legislation". The Bonds are issued and the Bond Legislation was enacted and adopted under and pursuant to the Constitution and laws of the State of Florida, including particularly Parts II and III of Chapter 166 and Chapter 170, Florida Statutes, as amended, and in accordance with the Charter of the Town.

This Bond and the Town's Special Assessment Improvement Refunding Bond, Series No. 1994B (collectively called the "Bonds") and the debt service thereon are limited obligations of the Town, payable solely from and equally and ratably secured by a pledge of the Special Assessments and other Bond Security (as defined in the Bond Legislation), and the debt service thereon shall not be deemed to constitute general obligations of the municipality, including without limitation, the Town is not pledged to the payment thereof. Neither the State of Florida nor any political subdivision thereof or any without limitation, the Town, shall be obligated to pay the principal of or interest on the Bonds except that the Town is obligated to pay the principal of or interest on the Bonds, including, as provided in the Bond Legislation, to pay the same solely from the Bond Security pledged therefor.

The Town Manager, or the designee thereof, shall serve as Paying Agent for this Bond, all payments of interest and principal shall be made when due (or if the date due is not a business day, such payment shall be made on the next day which is a business day) to the person who is the registered owner hereof as of the close of business of the Town on the business day immediately preceding the date on which such payment is required to be made; and the Paying Agent) by a Town check, delivered on the due date to the address of the registered owner as shown on the registration books maintained by the Town Manager, or the designee thereof, as Registrar for this Bond, or at such other address as the Holder hereof may designate to the Paying Agent and Registrar in writing. The term "business day" means a day which is not a Saturday, Sunday or a holiday and on which both the Town and the registered owner are open for business.

Modifications or alterations of Bond Legislation, or of any ordinance or resolution supplemental thereto, if such amendment or modification would be prejudicial to the registered owner of this Bond, or impair the security and source of payments of this Bond, may be made only with the prior written consent of the registered owner of this Bond.

The following shall constitute Events of Default hereunder:

- (a) payment of any installment of the principal of or interest on any of the Bonds is not made when the same becomes due and payable; or
- (b) any proceedings are instituted with the consent or acquiescence of the Town, for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or
- (c) it is judicially determined by a court of competent jurisdiction that the Town is for any reason rendered incapable of fulfilling its obligations under any of the Bonds or under the Bond Legislation; or
- (d) the Town admits in writing its inability to pay its debts generally as they become due, or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or
- (e) the Town is adjudged insolvent by a court of competent jurisdiction, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or
- (f) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of all or any substantial part of the Town's property and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or
- (g) the Town defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds, the Bond Legislation (or the Tax Compliance Certificate referred to in the Bond Legislation) on the part of the Town to be performed and such default continues for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Town by the Holder of any Bond.

The Town covenants that it shall promptly notify the Holder hereof should any Event of Default occur. Upon the happening and continuance of any such Event of Default, then and in every such case, the Holder of this Bond may proceed to protect and enforce its rights under this Bond and the Bond Legislation by mandamus or by such other suit, action or special proceeding in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Bond Legislation or in aid of execution of any power herein granted

or for the enforcement of any proper legal or equitable remedy, as such Holder shall deem most effectual to protect and enforce such rights.

By receipt of this Bond, the Holder hereby acknowledges that: (1) it has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of investing in this Bond, (2) it is familiar with the finances and government of the Town and with the terms of the Bond Legislation and has access to the same kind of information that would be contained in an official statement or similar disclosure document to the extent that the Town possesses such information or the Holder can acquire such information without unreasonable effort or expense, and (3) it has had, prior to purchasing this Bond, the opportunity to ask questions and to receive answers from the Mayor and the Town Manager of the Town concerning the Bonds, the Bond Legislation, the Special Assessments, the other Bond Security and the financial condition of the Town, as it has deemed necessary or appropriate.

This Bond may be transferred in whole, but not in part, and may be transferred only to a bank, savings association or insurance company. Transfer may be made only upon surrender hereof to the Registrar, with the assignment form set forth below, duly endorsed by the Holder or its attorney-in-fact, duly authorized in writing, together with transfer instructions containing the name, address and federal E.I.N. of the transferee. Upon such transfer a new Bond shall be executed and delivered to the transferee, and any installments of principal and interest theretofore paid shall be noted thereon. Any bank, savings association or insurance company to which this Bond is transferred shall thereupon become the Holder as defined herein. The Holder may also sell participations herein to any one or more banks, savings associations or insurance companies, so long as the Holder shall be the sole registered owner hereof. The Holder, by such a transfer hereof, represents that such transfer will not violate any applicable securities laws and if any transfer hereof by the Holder shall violate any applicable securities law the Holder shall indemnify the Town for any liability or expenses the Town may incur as a result thereof.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida, the Town's Charter and by the ordinances and resolutions of the Town to happen, exist and be performed precedent to and in the levy of the Special Assessments and the issuance of the Bonds have happened, exist and have been performed as so required. As provided in Section 170.20, Florida Statutes, this Bond shall not be invalid for any irregularity or defect in the proceedings for the issue and sale hereof, and shall be incontestable, to the extent provided by law, in the hands of bona fide Holders hereof for value.

The undersigned Mayor hereby certifies that this Bond was issued in compliance with the provisions of Section 218.385, Florida Statutes, as amended.

The undersigned Town Clerk hereby certifies that, at the time of initial issuance of this Bond, the Special Assessment liens, the proceeds of which are pledged as a part of the Bond Security to the payment of the Bonds, are at least equal to the aggregate principal amount of the Bonds, which are the only Bonds authorized by the Bond Legislation.

Notwithstanding the fact that this Bond is payable solely from the Bond Security and the fact that transfer of this Bond is restricted as aforesaid, this Bond shall, as to

enforcement, have the qualities of negotiable paper as provided in Section 170.20, Florida Statutes and shall also constitute an investment security under Section 678.302, Florida Statutes.

THE TOWN BY ITS ISSUANCE HEREOF, AND THE REGISTERED OWNER, BY ACCEPTANCE HEREOF (FOR ITSELF, ITS SUCCESSORS AND ANY PARTICIPANTS IN ITS INTEREST HEREIN), MUTUALLY AND WILLINGLY (1) WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THE ISSUANCE OF THIS BOND OR THE COMMITMENT LETTER OF NORTHERN TRUST BANK OF FLORIDA N.A. (THE "COMMITMENT LETTER"), PURSUANT TO WHICH THIS BOND WAS INITIALLY PURCHASED; (2) AGREE THAT ALL ACTIONS RELATING TO THIS BOND OR THE COMMITMENT LETTER SHALL BE BROUGHT ONLY IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AND (3) AGREE THAT IF ANY ACTION SHALL BE BROUGHT BY ANY PERSON WHO IS OR WAS A REGISTERED OWNER HEREOF OR BY THE TOWN RELATING TO THIS BOND OR TO THE COMMITMENT LETTER, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.

IN WITNESS WHEREOF, the Town has caused this Bond to be executed by its Mayor and attested by its Town Clerk and the official seal of the Town to be impressed hereon, all as of the date set forth above.

Mayor

[SEAL]

ATTEST:

Town Clerk

[REDACTED]

FORM OF ASSIGNMENT

unto
FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers

Name:

Address:

Tax No:

(Please Print or Type Name, Address and Social Security Number or other
Federal Tax Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby does irrevocably constitute and appoint
Attorney to register the within Bond on the books kept for the registration thereof, with full
power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or a trust
company.

Signature of Bondholder(s)

NOTICE: No transfer will be registered and
no new Bond will be issued in the name of
the Transferee, unless the signature(s) to this
assignment correspond(s) with the name(s)
of the registered holder(s) appearing upon
the face of the within Bond in every
particular, without alteration or enlargement
or any change whatever and the name,
address and Social Security or other federal
tax identification number of the Transferee
is supplied.

No. _____

EXHIBIT B

\$1,018,400

United States of America
State of Florida

**TOWN OF GOLDEN BEACH, FLORIDA
SPECIAL ASSESSMENT IMPROVEMENT REFUNDING BOND, SERIES NO. 1994B**

DATED DATE _____, 1994
REGISTERED OWNER: _____
FINAL MATURITY DATE
May 1, 2012

INITIAL PRINCIPAL AMOUNT: _____

ONE MILLION EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS

THE TOWN OF GOLDEN BEACH, a municipality duly created and existing under the laws of the State of Florida (the "Town"), for value received, hereby promises to pay, but solely from the Bond Security hereinafter referred to, to the registered owner, named above, or registered assigns (the "registered owner" or "Holder"), in lawful money of the United States (down) which shall be payable, if not prepaid, on the following dates in the following amounts:

| Principal Payment Date | Amount of Principal Payment |
|---------------------------|-----------------------------------|
| 1995 | \$ 7,614.55 |
| 1996 | 38,439.15 |
| 1997 | 40,437.99 |
| 1998 | 42,510.75 |
| 1999 | 44,752.88 |
| 2000 | 47,080.03 |
| 2001 | 49,528.19 |
| 2002 | 52,103.66 |
| 2003 | 54,813.05 |
| 2004 | 57,663.33 |
| 2005 | 60,661.82 |
| 2006 | 63,816.24 |
| 2007 | 67,134.68 |
| 2008 | 70,625.68 |
| 2009 | 74,298.22 |
| 2010 | 78,161.73 |
| 2011 | 82,226.14 |
| 2012 | 86,501.90 |

The registered owner, by acceptance of this Bond, has agreed to loan \$1,018,000 or such lesser amount to be drawn-down by the Town hereunder on April 1, 1994, when added to other funds held for such purpose under the Bond Resolution (hereafter identified) as are needed to retire the Loan (as defined in the Bond Resolution). The amount drawn-down shall be noted by the Holder at the place indicated at the end hereof.

The Town may prepay the principal hereof, in whole at any time or in part, on the fifteenth day of any month without penalty. If the full \$1,018,000 is not drawn-down, the amount not drawn shall be applied as a partial prepayment of the \$1,018,000 principal on the draw-down date. Any amounts of principal which are prepaid shall be applied against the annual installments of principal thereafter to become due in the direct order of their due dates.

The principal balance hereof, which shall be outstanding from time to time, shall bear interest from the April 1, 1994, draw-down date at 5.25% per annum, which interest shall be calculated on the basis of a 360 day year of twelve (12) months of thirty (30) days each. Such interest shall be payable annually commencing May 1, 1994, and on each May 1 thereafter until this Bond is paid in full. Delinquent payments of principal and interest shall bear interest at the rate of 8.00% per annum.

This Bond and the Town's Special Assessment Improvement Refunding Bond, Series 1994B (the "Bonds"), have been authorized by Ordinance No. 397.93, duly enacted by the Town Council of the Town (the "Council") on January 4, 1994 (the "Bond Ordinance"), and issued pursuant to Resolution No. 870.94, duly adopted by the Council on January 18, 1994 (the "Bond Resolution"). The Bond Ordinance and Bond Resolution are herein collectively called the "Bond Legislation". The Bonds are issued and the Bond Legislation was enacted and adopted under and pursuant to the Constitution and laws of the State of Florida, including particularly Parts II and III of Chapter 166 and Chapter 170, Florida Statutes, as amended, and in accordance with the Charter of the Town.

This Bond and the Town's Special Assessment Improvement Refunding Bond, Series No. 1994A (collectively called the "Bonds") and the debt service thereon are limited obligations of the Town, payable solely from and equally and ratably secured by a pledge of the Special Assessments and other Bond Security (as defined in the Bond Legislation). The Bonds and the debt service thereon shall not be deemed to constitute general obligations of the Town and the full faith and credit of the State of Florida or any political subdivision thereof or any municipality, including without limitation, the Town is not pledged to the payment thereof. Neither the State of Florida nor any political subdivision thereof or municipality, including, without limitation, the Town, shall be obligated to pay the principal of or interest on the Bonds except that the Town is obligated to pay the same solely from the Bond Security pledged therefor as provided in the Bond Legislation.

The Town Manager, or the designee thereof, shall serve as Paying Agent for this Bond, all payments of interest and principal shall be made when due (or if the date due is not a business day, such payment shall be made on the next day which is a business day) to the person who is the registered owner hereof as of the close of business of the Town on the business day immediately preceding the date on which such payment is required to be made; such payment shall be made (unless some other manner of payment is agreed to by the Holder and the Paying Agent) by a Town check, delivered on the due date to the address of the registered owner as shown on the registration books maintained by the Town Manager, or the designee thereof, as Registrar for this Bond, or at such other address as the Holder hereof may

designate to the Paying Agent and Registrar in writing. The term "business day" means a day which is not a Saturday, Sunday or a holiday and on which both the Town and the register owner are open for business.

Modifications or alterations of Bond Legislation, or of any ordinance or resolution supplemental thereto, if such amendment or modification would be prejudicial to the register owner of this Bond, or impair the security and source of payments of this Bond, may be made only with the prior written consent of the registered owner of this Bond.

The following shall constitute Events of Default hereunder:

- (a) Payment of any installment of the principal of or interest on any of the Bonds is not made when the same becomes due and payable; or
- (b) any proceedings are instituted with the consent or acquiescence of the Town, for the purpose of effecting a composition between the Town and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or
- (c) it is judicially determined by a court of competent jurisdiction that the Town is for any reason rendered incapable of fulfilling its obligations under any of the Bonds or under the Bond Legislation; or
- (d) the Town admits in writing its inability to pay its debts generally as they become due, or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any other thereof; or
- (e) the Town is adjudged insolvent by a court of competent jurisdiction, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or
- (f) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of all or any substantial part of the Town's property and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or
- (g) the Town defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds, the Bond Legislation (or the Tax Compliance Certificate referred to in the Bond Legislation) on the part of the Town to be performed and such default continues for thirty (30) days after written notice specifying such

default and requiring the same to be remedied shall have been given to the Town by the Holder of any Bond.

The Town covenants that it shall promptly notify the Holder hereof should any Event of Default occur. Upon the happening and continuance of any such Event of Default, then and in every such case, the Holder of this Bond may proceed to protect and enforce its rights under this Bond and the Bond Legislation by mandamus or by such other suit, action or special proceeding in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Bond Legislation or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as such Holder shall deem most effectual to protect and enforce such rights.

By receipt of this Bond, the Holder hereby acknowledges that: (1) it has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of investing in this Bond, (2) it is familiar with the finances and government of the Town and with the terms of the Bond Legislation and has access to the same kind of information that would be contained in an official statement or similar disclosure document to the extent that the Town possesses such information or the Holder can acquire such information without unreasonable effort or expense, and (3) it has had, prior to purchasing this Bond, the opportunity to ask questions and to receive answers from the Mayor and the Town Manager of the Town concerning the Bonds, the Bond Legislation, the Special Assessments, the other Bond Security and the financial condition of the Town, as it has deemed necessary or appropriate.

This Bond may be transferred in whole, but not in part, and may be transferred only to a bank, savings association or insurance company. Transfer may be made only upon surrender hereof to the Registrar, with the assignment form set forth below, duly endorsed by the Holder or its attorney-in-fact, duly authorized in writing, together with transfer instructions containing the name, address and federal E.I.N. of the transferee. Upon such transfer a new Bond shall be executed and delivered to the transferee. Upon such transfer a new interest theretofore paid shall be noted thereon. Any bank, savings association or principal and company to which this Bond is transferred shall thereupon become the Holder as defined herein. The Holder may also sell participation herein to any one or more banks, savings associations or insurance companies, so long as the Holder shall be the sole registered owner hereof. The Holder, by such a transfer hereof, represents that such transfer will not violate any applicable securities laws and if any transfer hereof by the Holder shall violate any applicable securities law the Holder shall indemnify the Town for any liability or expenses the Town may incur as a result thereof.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida, the Town's Charter and by the ordinances and resolutions of the Town to happen, exist and be performed precedent to and in the levy of the Special Assessments and the issuance of the Bonds have happened, exist and have been performed as so required. As provided in Section 170.20, Florida Statutes, this Bond shall not be invalid for any irregularity or defect in the proceedings for the issue and sale hereof, and shall be incontestable, to the extent provided by law, in the hands of bona fide Holders hereof for value.

The undersigned Mayor hereby certifies that this Bond was issued in compliance with the provisions of Section 218.385, Florida Statutes, as amended.

The undersigned Town Clerk hereby certifies that, at the time of initial issuance of this Bond, the Special Assessment liens, the proceeds of which are pledged as a part of the Bond Security to the payment of the Bonds, are at least equal to the aggregate principal amount of the Bonds, which are the only Bonds authorized by the Bond Legislation.

Notwithstanding the fact that this Bond is payable solely from the Bond Security and the fact that transfer of this Bond is restricted as aforesaid, this Bond shall, as to enforcement, have the qualities of negotiable paper as provided in Section 170.20, Florida Statutes and shall also constitute an investment security under Section 678.302, Florida Statutes.

THE TOWN BY ITS ISSUANCE HEREOF, AND THE REGISTERED OWNER, BY ACCEPTANCE HEREOF (FOR ITSELF, ITS SUCCESSORS AND ANY PARTICIPANTS IN ITS INTEREST HEREIN), MUTUALLY AND WILLINGLY (1) WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THE ISSUANCE OF THIS BOND OR THE COMMITMENT LETTER OF NORTHERN TRUST BANK OF FLORIDA N.A. (THE "COMMITMENT LETTER" PURSUANT TO WHICH THIS BOND WAS INITIALLY PURCHASED; (2) AGREE THAT ALL ACTIONS RELATING TO THIS BOND OR THE COMMITMENT LETTER SHALL BE BROUGHT ONLY IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; AND (3) AGREE THAT IF ANY ACTION SHALL BE BROUGHT BY ANY PERSON WHO IS OR WAS A REGISTERED OWNER HEREOF OR BY THE TOWN RELATING TO THIS BOND OR TO THE COMMITMENT LETTER, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS.

IN WITNESS WHEREOF, the Town has caused this Bond to be executed by its Mayor and attested by its Town Clerk and the official seal of the Town to be impressed hereon, all as of the date set forth above.

[SEAL]

Mayor

ATTEST:

Town Clerk

[REDACTED]

[REDACTED]

[REDACTED]