

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2475.16**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$14,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF TOWN OF GOLDEN BEACH, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016, TO REFUND AND DEFEASE THE TOWN'S GENERAL OBLIGATION BONDS, SERIES 2008 AND PAY COSTS OF ISSUANCE; PROVIDING THAT SUCH GENERAL OBLIGATION REFUNDING BONDS SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN AND THAT THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWN SHALL BE IRREVOCABLY PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON SUCH GENERAL OBLIGATION REFUNDING BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING CERTAIN DETAILS OF THE BONDS; DELEGATING CERTAIN MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS TO THE MAYOR AND/OR TOWN MANAGER; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS TO THE UNDERWRITERS; APPOINTING A PAYING AGENT AND A BOND REGISTRAR; APPOINTING AN ESCROW AGENT; APPROVING THE FORM AND EXECUTION OF A BOND PURCHASE AGREEMENT; APPROVING THE FORM AND EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION OF AN OFFICIAL STATEMENT; AUTHORIZING OBTAINING A BOND INSURANCE POLICY AND ANY NECESSARY COVENANTS WITH RESPECT THERETO; COVENANTING TO PROVIDE CONTINUING DISCLOSURE IN CONNECTION WITH THE BONDS IN ACCORDANCE WITH SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING A BOOK-ENTRY REGISTRATION SYSTEM FOR THE BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on July 17, 2007, the Town Council (the "Council") of the Town of Golden Beach, Florida (the "Town") adopted Resolution No. 1854.07 calling for a bond referendum (the "Referendum") in conjunction with a general election on November 6, 2007 to submit to the electorate of the Town, among other items, a referendum to decide whether the Town should be authorized to issue not exceeding \$14,500,000 in principal amount of general obligation bonds for the purpose of financing various capital improvements in the Town, including streetscape projects, traffic calming improvement

projects, underground power, telephone and cable utility lines, removal of existing poles, pole-mounted equipment and overhead lines, replacement of ground-mounted equipment, utility line burial, including related earthwork, off-site roadway improvements, landscaping and irrigation in public rights of way, acquisition of certain lands in connection with certain of such infrastructure improvements (the "Project"); and

**WHEREAS**, at such general election on November 6, 2007, the issuance of the bonds was approved by the qualified electors of the Town in accordance with the applicable laws of the State of Florida (the "State"); and

**WHEREAS**, on November 20, 2007, pursuant to Resolution No. 1877.07, the Council accepted the certification by the Town Clerk in coordination with the Supervisor of Elections of Miami-Dade County, Florida of the results of such Referendum approving the issuance of the bonds; and

**WHEREAS**, on June 24, 2008, the Council adopted Resolution No. 1927.08 authorizing the issuance of the bonds; and

**WHEREAS**, on September 9, 2008, the Town issued its \$14,445,000 General Obligation Bonds, Series 2008 (the "2008 Bonds"); and

**WHEREAS**, the Council desires to authorize the issuance of not exceeding \$14,000,000 General Obligation Refunding Bonds, Series 2016 (the "Bonds") for the purpose of (i) refunding the outstanding 2008 Bonds, other than the 2008 Bonds maturing on January 1, 2017 and January 1, 2018 (the 2008 Bonds being refunded are referred to as the "Refunded Bonds"), (ii) defeasing the 2008 Bonds maturing on January 1, 2018 (the "Defeased Bonds") and (iii) paying costs of issuance of the Bonds: and

**WHEREAS**, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, Sections 132.33 through 132.47, Florida Statutes, as amended, the Town of Golden Beach Charter (collectively, the "Act"), and the Referendum, the Town is duly authorized to issue the Bonds and pledge the ad valorem taxes levied by the Town to the payment of the Bonds; and

**WHEREAS**, Article VII, Section 12 of the Florida Constitution provides that municipalities may issue bonds payable from ad valorem taxation without approval by a vote of the electors to refund outstanding bonds and interest and redemption premiums thereon if such refunding bonds are issued at a lower net average interest cost rate than that which is calculated respecting the refunded bonds; and

**WHEREAS**, Sections 132.33 through 132.47, Florida Statutes, as amended, set forth certain requirements which must be met prior to the issuance of the Bonds; and

**WHEREAS**, the Town deems it a paramount public purpose and necessary, beneficial and in its best interest to provide for the refunding of the Refunded Bonds and the defeasance of the Defeased Bonds. The refunding and defeasance program herein described will be advantageous to the Town by effecting an overall reduction in debt service applicable to bonded indebtedness; and

**WHEREAS**, the Town is authorized under Chapter 166, Part II, Florida Statutes, and Chapter 132, Florida Statutes, to issue refunding bonds and to deposit the proceeds thereof in escrow to provide for the payment when due of the principal of, interest on and redemption premiums, if any, in connection with the Refunded Bonds and the Defeased Bonds; and

**WHEREAS**, the Bonds shall only be issued at a lower net average interest cost rate than the net average interest cost rate of the Refunded Bonds and the rate of interest borne by the Bonds shall not exceed the maximum interest rate established pursuant to the terms of Section 215.84, Florida Statutes.

**WHEREAS**, it is estimated that the present value of the total debt service savings anticipated to accrue to the Town from the issuance of the Bonds, calculated in accordance with Section 132.35(2), Florida Statutes, is, under present market conditions, approximately 11% of the aggregate debt service on the Refunded Bonds; and

**WHEREAS**, the principal amount of the Bonds to be used to refund the Refunded Bonds shall not exceed an amount sufficient to pay the sum of the principal amount of the Refunded Bonds that is outstanding on the date of issuance of the Bonds, the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date that they are called for redemption, the applicable redemption premiums related to the Refunded Bonds that are called for redemption, and the costs of issuance of the Bonds all in accordance with Section 132.35, Florida Statutes; and

**WHEREAS**, the sum of the present value of the total payments of both principal and interest to become due on the Bonds (excluding all such principal and interest payments as will be made with moneys held by the Escrow Agent (as hereinafter defined) under the Escrow Deposit Agreement (as hereinafter defined) allocated to the refunding of the Refunded Bonds) and the present value of costs of issuance of the Bonds, if any, not paid with proceeds of the Bonds, will be less than the present value of the principal and interest payments to become due at their stated maturities, or earlier mandatory redemption dates, on the Refunded Bonds; and

**WHEREAS**, the first installment of principal of the Bonds shall mature not later than the date of the first stated maturity of the Refunded Bonds next following the date of issuance of the Bonds; and

**WHEREAS**, the Bonds shall not be issued until such time as the Finance Director of the Town shall have filed a certificate with the Council setting forth the

present value of the total debt service savings which will result from the issuance of the Bonds to refund the Refunded Bonds, computed in accordance with the terms of Section 132.35, Florida Statutes, and demonstrating mathematically that the Bonds are issued at a lower net average interest cost rate than the Refunded Bonds; and

**WHEREAS**, the Council desires to set forth the terms and details of the Bonds in this Resolution; and

**WHEREAS**, the Council has determined that it is in the best interest of the Town to delegate as provided herein the determination of various terms of the Bonds, the final award of the Bonds, including execution of a Bond Purchase Agreement, whether to obtain bond insurance with respect to the Bonds and all other actions necessary or desirable in connection with the issuance of the Bonds, subject to the limitations contained herein; and

**WHEREAS**, for the reasons more fully set forth herein, the Council finds and determines it to be in the best interest of the Town to authorize the sale of the Bonds on the basis of a negotiated sale rather than a public sale by competitive bid;

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

**SECTION 1. Adoption of Representations.** The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

**SECTION 2. Definitions.** In addition to the terms elsewhere defined in this Resolution, unless the context otherwise requires, the following terms as used in this Resolution shall have the following meaning:

“Authorized Depository” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Town as a depository, which is authorized under Florida law to be a depository of municipal funds and which has complied with all applicable state and federal requirements concerning the receipt of Town funds.

“Bond Insurance Policy” means, as and if provided by the Town Manager in the Town Manager’s Certificate, the municipal bond insurance policy issued by a municipal bond insurance company in respect of the Bonds.

“Bond Purchase Agreement” means the Bond Purchase Agreement substantially in the form attached hereto as Exhibit “B” to be entered into between the Town and the Underwriters of the Bonds providing for the terms of the sale of the Bonds to such Underwriters.

“Bond Registrar” means Branch Banking and Trust Company, and any other agent designated from time to time by the Town, by resolution, to maintain the

registration books for the Bonds issued hereunder or to perform other duties with respect to registering the transfer of the Bonds.

“Bondholder”, “Holder” or “Registered Owner” means the person in whose name any Bond is registered on the registration books maintained by the Bond Registrar.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and all temporary, proposed or permanent implementing regulations promulgated or applicable thereunder.

“DTC” means The Depository Trust Company, New York, New York, its successors and assigns.

“Escrow Agent” means Branch Banking and Trust Company.

“Escrow Deposit Agreement” means the Escrow Deposit Agreement substantially in the form attached hereto as Exhibit “C” to be entered into between the Town and the Escrow Agent, pursuant to which the Escrow Agent will provide for the payment and redemption, as applicable, of the Refunded Bonds and the Defeased Bonds.

“Finance Director” means the Finance Director of the Town or his or her designee or the officer succeeding to his or her principal functions.

“Financial Advisor” means Estrada Hinojosa & Company, Inc., its successors and assigns, the financial advisor to the Town in connection with the issuance of the Bonds.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may hereafter be designated as the fiscal year of the Town.

“Government Obligations” means:

(a) direct obligations of, or obligations unconditionally guaranteed as to timely payment of principal and interest by, the United States of America;

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (iii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (iii), as appropriate;

(c) evidences of indebtedness issued by the Federal Home Loan Banks, Federal Home Loan Mortgage Corporation (including participation certificates), Federal Financing Banks, or any other agency or instrumentality of the United States of America created by an act of Congress provided that the obligations of such agency or instrumentality are unconditionally guaranteed as to timely payment of principal and interest by the United States of America or any other agency or instrumentality of the United States of America or of any corporation wholly-owned by the United States of America; and

(d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (a) held by a bank or trust company as custodian.

“Mayor” means the Mayor of the Town or in his absence or inability to perform, the Vice Mayor of the Town.

“Official Statement” means that certain Official Statement with respect to the issuance of the Bonds, as such Official Statement shall be approved by the Mayor and the Town Manager in accordance with the provisions of this Resolution.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been issued pursuant to this Resolution except:

(a) Bonds canceled after purchase in the open market or because of payment at, or redemption prior to, maturity;

(b) Bonds which are deemed paid pursuant to Section 6.G hereof or which are deemed paid, satisfied and discharged pursuant to Section 18 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“Paying Agent” means Branch Banking and Trust Company, and any other agent which is an Authorized Depository, designated from time to time by the Town, by resolution, to serve as a Paying Agent for the Bonds issued hereunder that shall have agreed to arrange for the timely payment of the principal of, interest on and redemption

premium, if any, with respect to the Bonds to the Registered Owners thereof, from funds made available therefor by the Town.

“Preliminary Official Statement” means the Preliminary Official Statement with respect to the issuance of the Bonds substantially in the form attached hereto as Exhibit “D”.

“Resolution” means this resolution authorizing the issuance of the Bonds, as amended from time to time to the extent permitted hereby.

“Town Attorney” means the Town Attorney of the Town or his or her designee.

“Town Clerk” means the Town Clerk or his or her designee or the officer succeeding to his or her principal functions.

“Town Manager” means the Town Manager or his or her designee or the officer succeeding to his or her principal functions.

“Town Manager’s Certificate” means the Certificate to be executed by the Town Manager prior to or at the time of the execution of the Bond Purchase Agreement, which certificate shall provide certain details of the Bonds as required under this Resolution.

“Underwriters” means Raymond James & Associates, Inc. and Stifel, Nicolaus & Company, Incorporated, the underwriters of the Bonds.

Words in this Resolution importing singular numbers shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities including governments or governmental bodies. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

**SECTION 3. Findings and Determinations.** It is hereby ascertained, determined and declared that:

A. The Project consists solely of “capital projects” as such term is used in Article VII, Section 12 of the Constitution of the State and such improvements as authorized by the Referendum.

B. Due to the Town’s limited historical activity in the capital markets and the potential need for additional investor pre-marketing, and the recommendation of the Financial Advisor that the sale of the Bonds be by negotiation, a negotiated sale of the Bonds is found to be in the best interest of the Town and is hereby authorized in order to permit the Town to enter the market at the most advantageous time and obtain the best possible price and interest rates for the Bonds.

**SECTION 4. Contract.** In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town, the Bondholders, the Bond Registrar, the Paying Agent and the provider of any Bond Insurance Policy. The covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the Bondholders and the provider of any Bond Insurance Policy, and all Bonds shall be of equal rank and without preference, priority or distinction over any other thereof, except as expressly provided herein.

**SECTION 5. Authorization of the Bonds; Sale and Award of the Bonds.**

A. Subject and pursuant to the provisions hereof, Bonds of the Town to be known as "Town of Golden Beach, Florida, General Obligation Refunding Bonds, Series 2016" are hereby authorized to be issued at one time or as needed in the aggregate principal amount of not exceeding \$14,000,000, for the purpose of (i) refunding the Refunded Bonds, (ii) defeasing the Defeased Bonds and (iii) and paying costs of issuance of the Bonds, including the premium for any Bond Insurance Policy. The Town Manager, upon the recommendations of the Finance Director and the Financial Advisor, and subject to the above limitations, shall determine the aggregate principal amount of the Bonds to be issued and may determine to issue the Bonds at one time or as needed, such determinations to be evidenced in the Town Manager's Certificate.

B. The Council hereby approves the form of the Bond Purchase Agreement for the purchase of the Bonds by the Underwriters. Upon compliance by the Underwriters with the requirements of Florida Statutes, Section 218.385, the Mayor and the Town Manager are hereby authorized, subject to (i) the parameters set forth herein, (ii) evidence that the present value of the total debt service savings to accrue to the Town from the issuance of the Bonds is at least 5% of the aggregate debt service on the Refunded Bonds and (iii) the recommendation of the Financial Advisor, to award the Bonds to the Underwriters and, together with the Town Clerk, to execute the Bond Purchase Agreement, in substantially the form presented at the meeting at which this Resolution was considered, subject to such changes, insertions and omissions and such filling-in of blanks therein as may be necessary to evidence the terms of the Bonds and such additional changes as may be approved by the Mayor and the Town Manager, after consultation with Weiss Serota Helfman Cole & Bierman, P.L., Bond Counsel for the Town ("Bond Counsel") and the Town Attorney. The underwriting discount (which does not include original issue discount or costs of issuance) for the Bonds shall be determined by the Mayor and the Town Manager upon the recommendations of the Financial Advisor, but shall not be more than 1.00% of the principal amount of the Bonds. The execution and delivery by the Mayor, the Town Manager and the Town Clerk of the Bond Purchase Agreement for and on behalf of the Town shall be conclusive evidence of the approval of such officers and the Town of any such changes, insertions, omissions or filling-in of blanks.

**SECTION 6. Terms, Redemption and Form of Bonds.**



A. The Bonds shall be issued as fully registered bonds in denominations of \$5,000 each or any integral multiple thereof and shall be numbered consecutively from 1 upward preceded by the letter "R". Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The principal of and redemption premium, if any, on the Bonds shall be payable upon presentation and surrender at the designated corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the Registered Owners of the Bonds at the addresses as they appear on the registration books maintained by the Bond Registrar at the close of business on the 15th day (whether or not a business day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bonds subsequent to such Record Date and prior to such interest payment date, unless the Town shall be in default in payment of interest due on such interest payment date; provided, however, that (1) if ownership of Bonds is maintained in a book-entry only system by a securities depository, such payment may be made by automatic funds transfer (wire) to such securities depository or its nominee or (ii) if such Bonds are not maintained in a book-entry only system by a securities depository, upon written request of the Holder of \$1,000,000 or more in principal amount of Bonds, such payments may be made by wire transfer to the bank and bank account specified in writing by such Holder on or prior to the Record Date (such bank being a bank within the continental United States), if such Holder has advanced to the Paying Agent the amount necessary to pay the cost of such wire transfer or authorized the Paying Agent to deduct the cost of such wire transfer from the payment due such Holder. In the event of any default in the payment of interest, such defaulted interest shall be payable to the persons in whose names such Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Paying Agent to the Registered Owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth day (whether or not a business day) preceding the date of mailing.

B. Prior to or at the time of the execution of the Bond Purchase Agreement, the Town Manager shall execute the Town Manager's Certificate, upon the recommendations of Bond Counsel and the Financial Advisor, setting forth certain terms of the Bonds including, but not limited to: the dated date of the Bonds, interest payment dates, interest rates, but not to exceed an aggregate true interest cost rate on the Bonds of 4.50%, maturities, but not later than January 1, 2038, sinking fund installments, if any, and any redemption provisions. The Town Manager's Certificate may also provide for any Bond Insurance Policy to be procured in connection with the issuance of the Bonds, based upon the recommendations of the Financial Advisor, and covenants of the Town in connection therewith, which covenants shall have the same effect as if included in this Resolution.

C. The Bonds shall be executed in the name of the Town by the Mayor and the official seal of the Town shall be imprinted, reproduced or lithographed on the Bonds and attested to by the Town Clerk. The signatures of the Mayor and the Town Clerk on the Bonds may be by facsimile. If any officer whose signature appears on the

Bonds ceases to hold office before the delivery of the Bonds, his signature shall nevertheless be valid and sufficient for all purposes. In addition, any Bond may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond or the date of delivery thereof such persons may not have been such officers.

Only such of the Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth in Exhibit "A" hereto, duly manually executed by the Bond Registrar, shall be entitled to any right, benefit or security under this Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Bond Registrar, and such certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The Bond Registrar's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time.

D. Except when the Bonds are held in book-entry form, any Bond may be transferred upon the registration books maintained by the Bond Registrar upon delivery thereof to the designated corporate trust office of the Bond Registrar accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Bondholder or his attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of a Bond, the Bond Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds, of other authorized denominations of the same maturity and interest rate. The Town and the Bond Registrar may charge the Bondholder for the registration of every transfer or exchange of a Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Town) to be paid with respect to the registration of such transfer or exchange, and may require that such amounts be paid before any such new Bond shall be delivered.

The Town, the Bond Registrar, and the Paying Agent may deem and treat the Registered Owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest and redemption premium, if any, thereon.

E. If any Bond is mutilated, destroyed, stolen or lost, the Town or its agent may, in its discretion (i) deliver a duplicate replacement Bond, or (ii) pay a Bond that has matured or is about to mature. A mutilated Bond shall be surrendered to and

canceled by the Bond Registrar. The Bondholder must furnish the Town and the Bond Registrar proof of ownership of any destroyed, stolen or lost Bond; post satisfactory indemnity; comply with any reasonable conditions the Town and the Bond Registrar may prescribe; and pay the Town's and the Bond Registrar's reasonable expenses.

Any such duplicate Bond shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen or lost Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on, and source of payment of and security for payment from, the funds pledged to the payment of the Bond so mutilated, destroyed, or stolen or lost.

F. The Bonds shall be subject to redemption prior to their maturity at such times and in such manner as may be set forth in the Town Manager's Certificate and the Bond Purchase Agreement, based upon the recommendations of the Financial Advisor. Notice of redemption shall be given by deposit in the U.S. mails of a copy of a redemption notice, postage prepaid, at least thirty (30) and not more than forty-five (45) days before the redemption date to all Registered Owners of the Bonds or portions of the Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with the provisions hereof. Failure to mail any such notice to a Registered Owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no failure or defect occurred.

Such notice shall set forth the date fixed for redemption, the rate of interest borne by each Bond being redeemed, the name and address of the Bond Registrar and Paying Agent, the redemption price to be paid and, if less than all of the Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

In the case of an optional redemption, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Town retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this paragraph. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Town delivers a written direction to the Paying Agent directing the Paying Agent to rescind the redemption notice. The Paying Agent shall give prompt notice of such rescission to the affected Bondholders. Any

Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Town to make such moneys available shall constitute an event of default hereunder. The Town shall give immediate notice to each MSIR (as hereinafter defined) and the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

In addition to the mailing of the notice described above, each notice of redemption and payment of the redemption price shall meet the requirements set forth in subparagraphs (i) and (ii) below; provided, however, that, notwithstanding any other provision of this Resolution to the contrary, failure to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as otherwise prescribed above in this Section 6.F.

(i) Each notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service or email to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(ii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Bond Registrar shall not be required to transfer or exchange any Bond after the publication and mailing of a notice of redemption nor during the period of fifteen (15) days next preceding publication and mailing of a notice of redemption.

G. Notice having been given in the manner and under the conditions provided in the first three paragraphs of Section 6.F above, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption for such Bonds or portions of Bonds on such date. On the date so designated for redemption, moneys for payment of the redemption price being held in separate accounts by the Paying Agent or other Authorized Depository in trust for the Registered Owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and shall be deemed paid hereunder, and the Registered Owners of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the redemption price thereof and, to the

extent provided in the next subsection, to receive Bonds for any unredeemed portions of the Bonds.

H. In case part but not all of an Outstanding fully registered Bond shall be selected for redemption, the Registered Owners thereof shall present and surrender such Bond to the Paying Agent for payment of the principal amount thereof so called for redemption, and the Town shall execute and deliver to or upon the order of such Registered Owner, without charge therefor, for the unredeemed balance of the principal amount of the Bonds so surrendered, a Bond or Bonds fully registered as to principal and interest.

I. Bonds or portions of Bonds that have been duly called for redemption under the provisions hereof, or as to which irrevocable instructions to call for redemption have been given by the Town, and with respect to which amounts (including Government Obligations) sufficient to pay the principal of, redemption premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate trust accounts by any Authorized Depository or the Paying Agent in trust for the Registered Owners thereof, as provided in this Resolution, shall not be deemed to be Outstanding under the provisions of this Resolution and shall cease to be entitled to any lien, benefit or security under this Resolution, except to receive the payment of the redemption price on or after the designated date of redemption from moneys deposited with or held by the Authorized Depository or Paying Agent, as the case may be, for such redemption of the Bonds and, to the extent provided in the preceding subsection, to receive Bonds for any unredeemed portion of the Bonds.

J. If the date for payment of the principal of, redemption premium, if any, or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

K. The text of the Bonds, the authentication certificate to be endorsed thereon and the form of assignment for such Bonds shall be substantially in the form attached hereto as Exhibit "A", with such omissions, insertions and variations as may be necessary or desirable and authorized by this Resolution or as may be approved and made by the officers of the Town executing the same, such execution to be conclusive evidence of such approval, including, without limitation, such changes as may be required for the issuance of uncertificated public obligations.

**SECTION 7. Application of Bond Proceeds.** The proceeds, including accrued interest and premium, if any, received from the sale of the Bonds shall be applied by the Town, simultaneously with delivery of the Bonds, as follows:

A. Accrued interest, if any, shall be deposited in a separate account designated "Town of Golden Beach 2016 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which is hereby established with the Paying Agent, who shall apply such moneys to pay interest on the Bonds as the same becomes due.

B. A sufficient amount of Bond proceeds as set forth in a certificate of the Mayor or Town Manager delivered concurrently with the delivery of the Bonds (the "Proceeds Certificate"), together with other legally available moneys of the Town, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the Escrow Deposit Agreement and shall be invested in Government Obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with any cash deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Bonds and the Defeased Bonds as the same mature or are redeemed on their respective redemption dates.

C. A portion of the proceeds of the Bonds as set forth in the Proceeds Certificate shall be deposited in a separate account designated "Town of Golden Beach 2016 General Obligation Refunding Bonds Cost of Issuance Account", which is hereby established with the Town to be held in an Authorized Depository, and shall be disbursed for payment of expenses incurred in issuing the Bonds; provided, however, that any premium for a Bond Insurance Policy may be paid directly to the issuer thereof by the Underwriters from the proceeds of the Bonds.

**SECTION 8. Investment of Bond Proceeds and Other Moneys.** All proceeds of the Bonds and other moneys held under the provisions of this Resolution may be invested by the Town and, with respect to the Debt Service Fund, shall be invested by the Paying Agent at the direction of the Town Manager or the Finance Director, in such investments as are permitted by applicable law.

**SECTION 9. Levy of Ad Valorem Tax; Payment and Pledge.** In each Fiscal Year while any of the Bonds are Outstanding there shall be assessed, levied and collected an ad valorem tax, without limitation as to rate or amount, on all taxable property within the corporate limits of the Town (excluding exemptions as provided by applicable law), in addition to all other taxes, sufficient in amount to pay the principal of and interest on the Bonds as the same shall become due.

The tax assessed, levied and collected for the security and payment of the Bonds shall be assessed, levied and collected in the same manner and at the same time as other taxes are assessed, levied and collected and the proceeds of said tax shall be applied solely to the payment of the principal of and interest on the Bonds. On or before each interest or principal payment date for the Bonds, the Town shall transfer to the Paying Agent for deposit in the Debt Service Fund an amount sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then due and payable and the Paying Agent is hereby authorized and directed to apply such funds to said payment.

The full faith, credit and taxing power of the Town are hereby irrevocably pledged to the punctual payment of the principal of, interest on and redemption premium, if any, with respect to the Bonds as the same shall become due and payable.

The Bondholders shall have a first lien on the taxes pledged hereunder (including the proceeds derived from the sale of tax certificates in the event of a delinquency in such payment of taxes) and the other monies, if any, on deposit in the funds and accounts created hereunder, including all earnings thereon.

The Town will diligently enforce its right to receive tax revenues and will diligently enforce and collect such taxes. The Town will not take any action that will impair or adversely affect its rights to levy, collect and receive said taxes, or impair or adversely affect in any manner the pledge made herein or the rights of the Bondholders.

**SECTION 10.**        Compliance with Tax Requirements.    The Town hereby covenants and agrees, for the benefit of the Holders from time to time of the Bonds and the 2008 Bonds, to comply with the requirements applicable to it contained in the Code to the extent necessary to preserve the exclusion of interest on the Bonds and the 2008 Bonds from gross income for federal income tax purposes, and not to take any actions that would affect that exclusion. In furtherance of the foregoing covenant, the Town agrees that it will comply with the provisions of a tax compliance certificate to be prepared by Bond Counsel and executed and delivered on the date of issuance of the Bonds. Specifically, without intending to limit in any way the generality of the foregoing, the Town covenants and agrees as follows:

A.        to pay to the United States of America from any legally available funds, at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all nonpurpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Bonds, plus any income attributable to such excess (the "Rebate Amount"), as further specified in Section 11;

B.        to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code, as further specified in Section 11;

C.        to refrain from using proceeds from the Bonds in a manner that would cause the Bonds or any of them, to be classified as private activity bonds under Section 141(a) of the Code;

D.        to refrain from taking any action that would cause the Bonds or the 2008 Bonds, or any of them, to become arbitrage bonds under Section 148 of the Code;

E.        it has not and will not use or permit to be used any portion of the proceeds of the Bonds or the 2008 Bonds, including all investment income earned on such proceeds directly or indirectly, in any trade or business carried on by any person

who is not the Town or a state or political subdivision or instrumentality thereof as those terms are used in Section 103 of the Code (an "Exempt Person");

F. it has not and will not use or permit the use of any portion of the proceeds of the Bonds or the 2008 Bonds, including all investment income earned on such proceeds, directly or indirectly, to make or finance loans to persons who are not Exempt Persons;

G. it has not entered into, and will not enter into, any arrangement with any person or organization (other than an Exempt Person) which provides for such person or organization to manage, operate, or provide services with respect to the property financed with the proceeds of the Bonds or the 2008 Bonds (a "Service Contract"), unless the guidelines set forth in Revenue Procedure 97-13 (or the guidelines set forth in Revenue Procedure 93-19, to the extent applicable, or any new, revised or additional guidelines applicable to Service Contracts) (the "Guidelines"), are satisfied, except to the extent it obtains a private letter ruling from the Internal Revenue Service or an opinion of nationally recognized bond counsel which allows for a variation from the Guidelines;

H. it will not cause the Bonds or the 2008 Bonds to be treated as "federally guaranteed" for purposes of Section 149 of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149 of the Code. For purposes of this paragraph, the Bonds or the 2008 Bonds shall be treated as "federally guaranteed" if (i) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (ii) 5% or more of the proceeds of the Bonds or the 2008 Bonds will be (A) used in making loans the payment of principal or interest with respect to which is to be guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (B) invested directly or indirectly in federally insured deposits or accounts, and (iii) such guarantee is not described in Section 149(b)(3) of the Code; and

I. it will comply with the information reporting requirements of Section 149(e)(2) of the Code.

The Town understands that the foregoing covenants impose continuing obligations on the Town to comply with the requirements of the Code so long as such requirements are applicable.

**SECTION 11.**        Arbitrage Rebate Covenants. There is hereby created and established a fund to be held by the Town, designated the "Town of Golden Beach 2016 General Obligation Refunding Bonds Rebate Account" (the "Rebate Account"). The Rebate Account shall be held by the Town separate and apart from all other funds and accounts held by the Town under this Resolution and from all other moneys of the Town.



Notwithstanding anything in this Resolution to the contrary, the Town shall transfer to the Rebate Account the Rebate Amount in order to comply with the Rebate Covenants attached as an exhibit to the tax compliance certificate to be delivered by the Town on the date of delivery of the Bonds (the "Rebate Covenants"), when such amounts are so required to be transferred. The Finance Director shall make or cause to be made payments from the Rebate Account of the Rebate Amount to the United States of America in the amounts and at the times required by the Rebate Covenants. The Town covenants for the benefit of the Owners of the Bonds that it will comply with the Rebate Covenants. The Rebate Account, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Resolution. The Town shall not be required to comply with the requirements of this Section 11 in the event that the Town obtains an opinion of nationally recognized bond counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the Bonds and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the Bonds or is a permissible substitute for any deleted requirement.

**SECTION 12.**        Appointment of Escrow Agent; Execution of Escrow Deposit Agreement.

A.     Branch Banking and Trust Company is hereby appointed the Escrow Agent under the Escrow Deposit Agreement.

B.     The Mayor and the Town Manager are each hereby authorized, together with the Town Clerk, to execute the Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit "C", subject to such changes, insertions and omissions and such filling-in of blanks therein as may be necessary to evidence the terms of the Bonds and such additional changes as may be approved by the Mayor or the Town Manager, after consultation with Bond Counsel and the Town Attorney. The execution and delivery by the Mayor or the Town Manager, and the Town Clerk, of the Escrow Deposit Agreement for and on behalf of the Town shall be conclusive evidence of the approval of such officers and the Town of any such changes, insertions, omissions or filling-in of blanks.

**SECTION 13.**        Appointment of Bond Registrar and Paying Agent.

A.     Branch Banking and Trust Company is hereby appointed the Bond Registrar and Paying Agent for the Bonds. The Mayor and the Town Manager, after consultation with the Town Attorney and Bond Counsel, are each hereby authorized to enter into any necessary agreements in connection with the appointment of the Bond Registrar and Paying Agent.

B.     The recitals of facts contained herein and in the Bonds shall be taken as the statements of the Town and neither the Bond Registrar nor the Paying Agent assumes any responsibility for the correctness of the same. Neither the Bond Registrar nor the Paying Agent makes any representation as to the validity or

sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and neither shall incur any liability in respect thereof. The Bond Registrar shall, however, be responsible for its representation contained in its certificate of authentication of the Bonds. The Paying Agent shall be entitled to rely upon the directions of the Town Manager or the Finance Director in the investment of proceeds of the Bonds and other moneys under this Resolution and neither the Bond Registrar nor the Paying Agent shall be responsible with respect to the application of money paid by it in accordance with the provisions of this Resolution. Neither the Bond Registrar nor the Paying Agent shall be under any obligation or duty to take any action constituting enforcement of the covenants of the Town under this Resolution, which would involve it in expense or liability, or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. Neither the Bond Registrar nor the Paying Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

C. The Town shall agree to pay the Bond Registrar and the Paying Agent reasonable compensation for all services rendered by each of them under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution.

**SECTION 14.** Preliminary Official Statement; Official Statement. The use of a Preliminary Official Statement in connection with the marketing of the Bonds is hereby authorized. The Preliminary Official Statement in substantially the form attached hereto as Exhibit "D" is hereby approved with such changes, insertions and omissions and such filling-in of blanks therein as may be approved by the Mayor or the Town Manager, after consultation with Weiss Serota Helfman Cole & Bierman, P.L., Disclosure Counsel for the Town ("Disclosure Counsel") and the Town Attorney. The Mayor and the Town Manager are each hereby authorized to approve and execute, on behalf of the Town, an Official Statement relating to the Bonds dated the date of the sale of the Bonds to the Underwriters, substantially in the form of the Preliminary Official Statement, with such changes from the Preliminary Official Statement as the Mayor or the Town Manager, after consultation with Disclosure Counsel, Bond Counsel and the Town Attorney, may approve, such execution to be conclusive evidence of such approval. The Mayor or the Town Manager, after consultation with Disclosure Counsel, Bond Counsel and the Town Attorney, is each hereby authorized to deem the Preliminary Official Statement final for the purposes of Rule 15c2-12 of the Securities and Exchange Council (the "Rule") and to execute a written certificate evidencing the same.

**SECTION 15.** Continuing Disclosure.

(a) The Town covenants and agrees, in accordance with the provisions of, and to the degree necessary to comply with, the Rule, to provide or cause to be provided for the benefit of the beneficial owners of the Bonds (the "Beneficial Owners") to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB (currently through its Electronic Municipal Market Access

("EMMA") web portal) and such other municipal securities information repository as hereafter may be required by law or applicable legislation from time to time (each such information repository, a "MSIR"), the following annual financial information (the "Annual Information"), commencing with the Fiscal Year ended September 30, 2016:

(1) Updates of the information in the Official Statement pertaining to the Town in the tables titled "ASSESSED VALUE AND ESTIMATED VALUE OF TAXABLE PROPERTY", "PROPERTY TAX RATES, DIRECT AND OVERLAPPING GOVERNMENTS", and "PROPERTY TAX LEVIES AND COLLECTIONS", in a form which is generally consistent with the presentation of such information in the Official Statement, to the extent not included in the audited financial statements of the Town referred to in (2) below.

(2) Audited financial statements with respect to the Town utilizing generally accepted accounting principles to local governments.

(3) Disclosure of any material litigation that would have been disclosed in the Official Statement if it had been pending as of the date of the Official Statement.

The information in paragraphs (1) and (2) above is expected to be available on or prior to July 1 of each year for the preceding Fiscal Year, commencing July 1, 2017. The financial statements referred to in clause (2) above are expected to be available separately from the information in clause (1) above and shall be provided by the Town as soon as practical after acceptance of such statements from the auditors by the Town. If not available by July 1 after the end of the Fiscal Year, unaudited information will be provided in accordance with the time frame set forth above and audited financial statements will be provided as soon after such time as they become available.

(b) The Town agrees to provide or cause to be provided to each MSIR and to the MSRB via EMMA, in the appropriate format required by law or applicable regulation, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or

determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (7) modifications to rights of Bondholders or Beneficial Owners of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of any property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Town (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Town in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town);
- (13) the consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) the appointment of a successor or additional trustee or paying agent or the change of name of a trustee or paying agent, if material.

(c) The Town also agrees to provide or cause to be provided, in a timely manner, to the MSRB via EMMA and each MSIR, in the appropriate format required by law or applicable regulation, notice of its failure to provide the Annual Information with respect to itself on or prior to July 1 following the end of the preceding Fiscal Year.

(d) The obligations of the Town under this Section shall remain in effect only so long as the Bonds are Outstanding. The Town reserves the right to terminate its obligations to provide the Annual Information and notices of material events, as set forth

above, if and when the Town no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule.

(e) The Town agrees that its undertaking pursuant to the Rule set forth in this Section 15 is intended to be for the benefit of the Beneficial Owners of the Bonds and shall be enforceable by such Beneficial Owners if the Town fails to cure a breach within a reasonable time after receipt of written notice from a Beneficial Owner that a breach exists; provided that any such Beneficial Owner’s right to enforce the provisions of this undertaking shall be on behalf of all Beneficial Owners and shall be limited to a right to obtain specific performance of the Town’s obligations under this Section in a federal or state court located within the Miami-Dade County and any failure by the Town to comply with the provisions of this undertaking shall not be a default with respect to the Bonds.

(f) Notwithstanding the foregoing, each MSIR to which information shall be provided shall include each MSIR approved by the Securities and Exchange Council prior to the issuance of the Bonds. In the event that the Securities and Exchange Council approves any additional MSIRs after the date of issuance of the Bonds, the Town shall, if the Town is notified of such additional MSIRs, provide such information to the additional MSIRs. Failure to provide information to any new MSIR whose status as a MSIR is unknown to the Town shall not constitute a breach of this covenant.

(g) The requirements of subsection (a) above do not necessitate the preparation of any separate annual report addressing only the Bonds. The requirements of subsection (a) may be met by the filing of an annual information statement or the Town’s Comprehensive Annual Financial Report, if any, provided such report includes all of the required Annual Information and is available for each Fiscal Year on or prior to July 1 of each year for the preceding Fiscal Year. Additionally, the Town may incorporate any information in any prior filing with each MSIR, or included in any final official statement of the Town, provided such final official statement is filed with the MSRB via EMMA.

(h) The Town reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town; provided that the Town agrees that any such modification will be done in a manner consistent with the Rule.

(i) Except to cure any ambiguity, inconsistency or formal defect or omission in the provisions of this Section 15, the Town’s covenants as to continuing disclosure (the “Covenants”) may only be amended if:

- (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Town or type of business conducted; the Covenants, as amended, would have complied with the requirements of the Rule at the time of award of the Bonds, after taking into account any amendments or change in circumstances; and the amendment does not

materially impair the interests of the Beneficial Owners, as determined by Disclosure Counsel, Bond Counsel or other independent counsel knowledgeable in the area of federal securities laws and regulations; or

- (2) all or any part of the Rule, as interpreted by the staff of the Securities and Exchange Council at the date of the adoption of this Resolution, ceases to be in effect for any reason, and the Town elects that the covenants shall be deemed amended accordingly.

(j) Any assertion of beneficial ownership must be filed with the Town, along with full documentary support, as part of the written request described above.

(k) The Council further authorizes and directs the Town Manager or the Finance Director to cause all other agreements to be made or action to be taken as required in connection with meeting the Town's obligations as to the Covenants, including entering into an agreement with a dissemination agent to provide continuing disclosure services to the Town. The Town Manager or the Finance Director shall further be authorized to make such additions, deletions and modifications to the Covenants as he or she shall deem necessary or desirable after consultation with the Town Attorney, Bond Counsel and Disclosure Counsel.

**SECTION 16.** Bond Insurance Policy. The Town Manager may, after consultation with the Financial Advisor, Bond Counsel and the Town Attorney, provide in the Town Manager's Certificate or by separate agreement covenants for the benefit of the provider of a Bond Insurance Policy, which covenants shall have the same effect as if included in this Resolution. The provider of any Bond Insurance Policy shall, so long as it has not defaulted in its obligations thereunder, be entitled to exercise all rights granted the Bondholders (i) in the event of a default by the Town hereunder or (ii) subject to the provisions of Section 18 hereof, in connection with the modification or amendment of this Resolution, in lieu of the Bondholders whose Bonds are insured by the Bond Insurance Policy.

**SECTION 17.** Further Authorizations. The Mayor, the Town Manager, the Finance Director, the Town Attorney and the Town Clerk, or any of them and such other officers and employees of the Town as may be designated by the Mayor or the Town Manager are each designated as agents of the Town in connection with the issuance and delivery of the Bonds and are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, tax returns and contracts on behalf of the Town, including, but not limited to, the procurement of the Bond Insurance Policy, that are necessary or desirable in connection with the execution and delivery of the Bonds, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution or any action relating to the Bonds heretofore taken by the Town. Such officers and those so designated are hereby charged with the responsibility for the issuance of the Bonds.

**SECTION 18.**        Modification or Amendment. After the issuance of the Bonds, no modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental hereto materially adverse to the Bondholders may be made without the consent in writing of the Registered Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds, but no modification or amendment shall permit a change (a) in the maturity of the Bonds or a reduction in the rate of interest thereon, (b) in the amount of the principal obligation of any Bond, (c) that would affect the unconditional promise of the Town to levy and collect ad valorem taxes as herein provided, or (d) that would reduce such percentage of Registered Owners of the Bonds required above for such modifications or amendments, without the consent of all of the Bondholders. For the purpose of Bondholders' voting rights or consents, (i) the Bonds owned by or held for the account of the Town, directly or indirectly, shall not be counted and (ii) the provider of any Bond Insurance Policy shall, so long as it has not defaulted in its obligations thereunder, be deemed the owner of all the Bonds insured by such Bond Insurance Policy in lieu of the Bondholders, except that with respect to modifications or amendments described in clauses (a) through (d) above, the consent of all the Bondholders shall still be required.

**SECTION 19.**        Defeasance and Release. If, at any time after the date of issuance of the Bonds (a) all Bonds secured hereby or any maturity thereof shall have become due and payable in accordance with their terms or otherwise as provided in this Resolution, or shall have been duly called for redemption, or the Town shall have given irrevocable instructions directing the payment of the principal of, redemption premium, if any, and interest on such Bonds at maturity or at any earlier redemption date scheduled by the Town, or any combination thereof, (b) the full amount of the principal, redemption premium, if any, and the interest so due and payable upon all of such Bonds then Outstanding or any portion of such Bonds, at maturity or upon redemption, shall be paid, or sufficient moneys or Government Obligations which are not callable prior to maturity and which mature not later than the maturity or redemption dates of such principal, redemption premium, if any, and interest, which, together with the income realized on such investments, shall be sufficient (which sufficiency shall be verified by an independent certified public accountant selected by the Town) to pay all such principal, redemption premium, if any, and interest on said Bonds at the maturity thereof or the date upon which such Bonds are to be called for redemption prior to maturity, shall be held by an Authorized Depository or the Paying Agent in irrevocable trust for the benefit of such Bondholders (whether or not in any accounts created hereby), and (c) provision shall also be made for paying all other sums payable hereunder by the Town, including compensation due the Bond Registrar and the Paying Agent, then and in that case such Bonds shall be deemed paid, satisfied and discharged and the right, title and interest of such Bondholders hereunder shall thereupon cease, terminate and become void; otherwise, this Resolution shall be, continue and remain in full force and effect. Notwithstanding anything in this Section 19 to the contrary, however, the obligations of the Town under Section 10A and 10B hereof shall remain in full force and effect until such time as such obligations are fully satisfied.

Notwithstanding the foregoing, all references to the discharge and satisfaction of Bonds shall include the discharge and satisfaction of any portion of the Bonds, and in

such case, this Resolution shall continue and remain in full force and effect with respect to the Bonds which have not be discharged and satisfied

**SECTION 20.** Defaults and Remedies. The following events shall each constitute an event of default under this Resolution and the Bonds:

(a) failure to pay the principal of or interest or redemption premium, if any, on the Bonds as and when the same shall become due and payable;

(b) the dissolution or liquidation of the Town, or the filing by the Town of a voluntary petition in bankruptcy, or the commission by the Town of any act of bankruptcy, or adjudication of the Town as a bankrupt, or assignment by the Town for the benefit of its creditors, or appointment of a receiver for the Town, or the entry by the Town into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Town in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may be in effect or hereafter enacted;

(c) the Town shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Town to be performed, and such default shall continue for a period of thirty (30) days after written notice from the Bondholders of not less than twenty-five per cent (25%) of the aggregate principal amount of the Bonds then Outstanding; or

(d) any material representation or warranty made by the Town in connection with the sale or issuance of the Bonds, including without limitation those made in the Bond Purchase Agreement, the Preliminary Official Statement and the Official Statement, shall be discovered to have been false when made.

The Bondholders may, during the continuance of such an event of default, either at law or in equity, by suit, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted or contained in the Bonds or this Resolution, and may enforce and compel the performance of all duties required by this Resolution and the Bonds or by any applicable statute to be performed by the Town or any officer thereof.

**SECTION 21.** Severability. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.



**SECTION 22.**        No Third Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town, the Registered Owners of the Bonds, the provider of any Bond Insurance Policy, the Underwriters, the Escrow Agent, the Bond Registrar and the Paying Agent, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Registered Owners from time to time of the Bonds, the provider of any Bond Insurance Policy, the Underwriters, the Escrow Agent, the Bond Registrar and the Paying Agent.

**SECTION 23.**        Controlling Law; Members of Council or Town Not Liable. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida and all covenants, stipulations, obligations and agreements of the Town contained herein shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent authorized by the Act. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, attorney, independent contractor or employee of the Council or the Town in his individual capacity, and neither the members of the Council nor any official executing the Bonds shall be liable personally on the Bonds or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the Council or such members thereof.

**SECTION 24.**        Qualification for The Depository Trust Company. There is hereby established a system of book-entry only, uncertificated registration with respect to the Bonds, as permitted by Chapter 279, Florida Statutes. The system shall be as described in the Official Statement.

The Town reserves the right to amend, discontinue or reinstitute this system from time to time, subject to the covenants with the beneficial owners of the Bonds.

Neither the Town nor the Bond Registrar shall be liable for the failure of the depository of the Bonds to perform its obligations as described in the Official Statement, nor for the failure of any participant in the system maintained by the depository to perform any obligation the participant may incur to a beneficial Owner of any Bond.

The Town, the Bond Registrar and the Paying Agent are hereby authorized to take such actions as may be necessary to qualify the Bonds for deposit with DTC, including but not limited to those actions as may be set forth in a letter agreement entered into by and between the Town and DTC, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provisions of notices with respect to Bonds registered by DTC (or any of its designees identified to the Town, the Bond Registrar or the Paying Agent) by overnight delivery, courier service, telegram, email or other similar means of communication. The Mayor, the Town Manager and the Finance

Director are each hereby authorized to execute and deliver any necessary agreement or other documents with DTC on behalf of the Town.

**SECTION 25.** Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**SECTION 26.** Severability. In case any one or more of the provisions of this Resolution or of any Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Bonds, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

**SECTION 27.** Repealing Clause. All resolutions or parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.


The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Vice Mayor Bernstein and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Amy Isackson-Rojas	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>

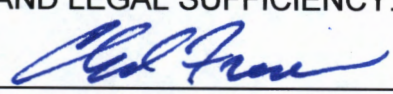
**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach, Florida this 15<sup>th</sup> day of November, 2016.

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

  
\_\_\_\_\_  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

*for*   
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY