

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1962.08

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE ISSUANCE BY THE ISSUER OF \$1,399,912.24 CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2008 FOR THE PURPOSE OF REFUNDING THE OUTSTANDING TOWN OF GOLDEN BEACH, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2006 AND THE TOWN OF GOLDEN BEACH, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2006A; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL AND INTEREST ON SUCH NOTE WITH A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; FINDING THE NECESSITY FOR A NEGOTIATED SALE OF THE NOTE AND APPROVING THE SALE OF SAID NOTE TO NORTHERN TRUST BANK; APPOINTING A REGISTRAR; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING CERTAIN OTHER AGREEMENTS AND COVENANTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following terms shall have the following meanings, unless the context clearly otherwise requires:

"Authorized Officers" shall mean the Town Mayor of the Issuer or his designee. The Town Clerk or any Deputy Town Clerk is hereby designated and authorized on behalf of the Issuer to attest to the seal of the Issuer and to the signature of the Town Mayor of the Issuer or his designee, if such attestation is required.

"Bond Counsel" shall mean Bryant Miller Olive, P.A., Miami, Florida.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

“Commitment” means the commitment letter issued by Northern Trust Bank dated October 17, 2008”

“Fiscal Year” shall mean the period commencing on October 1 of each year and ending on the succeeding September 30.

“Issuer” shall mean the Town of Golden Beach, Florida.

“Non-Ad Valorem Revenues” shall mean all legally available non-ad valorem revenues of the Issuer derived from any source whatsoever other than ad valorem taxation on real and personal property.

“Note” shall mean the Issuer’s Capital Improvement Refunding Revenue Note, Series 2008 authorized pursuant to this Resolution.

“Note Holder” or “Holder” shall mean, initially, Northern Trust Bank, and subsequently, the person or persons in whose name the Note is registered with the Registrar.

“Paying Agent” shall mean, initially, the Town Clerk of the Town of Golden Beach, Florida, or such other person as shall be appointed by the Issuer as paying agent for the Note.

“Pledged Revenues” shall mean those Non-Ad Valorem Revenues budgeted and appropriated by the Issuer each Fiscal Year in an amount sufficient to pay the interest and principal on the Note.

“Refunded Obligations” shall mean the outstanding \$750,000 Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2006 and \$800,000 Town of Golden Beach, Florida Capital Improvement Revenue Note, Series 2006A.

“Registrar” shall mean, initially, the Town Clerk of the Town of Golden Beach, Florida, or such other person as shall be appointed by the Issuer as registrar for the Note.

“Resolution” shall mean this instrument, as the same may from time to time be amended, modified or supplemented.

“Town Clerk” shall mean the person performing the duties of the Clerk for the Issuer.

“Town Manager” shall mean the person performing the duties of Manager of the Issuer.

“Town Mayor” shall mean the person performing the duties of the Mayor for the Issuer.

SECTION 3. FINDINGS. It is hereby ascertained, found, determined and declared by the Issuer that:

A. The Issuer is a municipal corporation organized under the laws of the State of Florida and is authorized under the Act to issue the Note and use the proceeds thereof for the purpose of refinancing the Refunded Obligations as defined herein.

B. The Refunded Obligations were initially issued on October 16, 2006 pursuant to Resolution No. 1816.06 and on January 9, 2007 pursuant to Resolution No. 1825.06, respectively, for the purpose of financing the acquisition of two vacant lots located within the Town of Golden Beach, Florida to be owned by the Issuer and used for any governmental public purpose.

C. The Issuer deems it necessary, desirable and in the best interest of the Issuer that a covenant to budget and appropriate Non-Ad Valorem Revenues be pledged to the payment of the principal of and interest on the Note.

C. The Pledged Revenues will be sufficient to pay the principal of and interest on the Note herein authorized, as it becomes due.

D. The principal of and interest on the Note and all other payments hereunder shall be payable from the Pledged Revenues, as provided herein. The Issuer shall never be required to levy ad valorem taxes on any property in the Town of Golden Beach to pay the principal of and interest on the Note or to make any of the other payments and such Note shall not constitute a lien upon any real or tangible personal property of or in the Town of Golden Beach.

E. It is hereby found and determined that the Note to be issued by the Issuer is in a relatively small aggregate principal amount and thus constitutes notes not readily marketable at public sale. A public sale of the Note is therefore found to be impractical in the prevailing bond market, and protection of the public interest necessitates the approval of a negotiated sale of the Note directly to the Note Holder. No underwriter or consultant has dealt with the Issuer and no official statement or prospectus of the Issuer was utilized concerning the issuance and sale of the Note.

SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Note by those who shall hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Note. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Note Holder.

SECTION 5. AUTHORIZATION OF REFUNDING. There is hereby authorized the refinance of the Refunded Obligations. The findings contained in Section 3 herein are determined to be true and correct findings of the Issuer

SECTION 6. AUTHORIZATION AND DESCRIPTION OF THE NOTE. The Note is entitled to the benefit, protection and security of this Resolution. It is hereby authorized to be issued in the principal amount of \$1,399,912.24 for the principal purpose of refinancing the Refunded Obligations and paying certain costs of issuance incurred with respect to such Note. Such Note shall be designated as the "Town of Golden Beach, Florida Capital Improvement Refunding Revenue Note, Series 2008."

The Note shall be issued as one fully registered Note in the principal amount of \$1,399,912.24, shall be dated as of the date of issuance and shall mature October 16, 2009 (the "Maturity"). The Note shall be payable to Northern Trust Bank, and shall bear interest at a fixed rate equal to 3.75% per annum, calculated on the basis of a 360-day year for the actual number of days elapsed. Interest shall be paid on the 16th day of every month with principal due at maturity. The Note shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The interest on the Note shall be payable by the paying agent (the "Paying Agent") to the person appearing on the registration books of the Issuer hereinafter provided for as the registered Holder thereof, by check, mailed to such registered Holder at his address as it appears on such registration books. Payment of the principal of the Note shall be made as the same shall become due and payable. The principal and interest on the Note shall be payable only to the registered Holder or his legal representative at the office of the Registrar.

The form of the Note shall be as set forth in Exhibit "A" attached hereto with such omissions, insertions and variations as are necessary to comport with the terms hereof, and as may otherwise be required or desirable, to be approved by the Town Mayor, and the Town Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Note to the Note Holder thereof).

SECTION 7. EXECUTION OF THE NOTE. The Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Town Mayor of the Issuer and attested by the manual or facsimile signature of the Town Clerk and a facsimile of the official seal of the Issuer shall be imprinted on the Note. In case any one or more of the officers who shall have signed or sealed the Notes shall cease to be such officer of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, the Note may nevertheless be sold and delivered, as herein provided, and may be issued as if the person who signed or sealed the Note had not ceased to hold such office.

SECTION 8. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case any Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion cause the issuance and delivery of a new Note of like date and tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such

mutilated Note or in lieu of and substitution for the Note destroyed, stolen or lost, and upon the Holder's furnishing to the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer or its agent may incur. The Note so surrendered shall be canceled by the Issuer. If the Note shall have matured or be about to mature, instead of issuing a substitute Note, the Issuer may provide for payment of the same at maturity, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Note issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Note shall be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source and security for payment from the revenues pledged for the payment of the Note to the same extent as any Note issued hereunder.

SECTION 9. NEGOTIABILITY AND REGISTRATION. The Registrar shall keep books for the registration of and for the registration of transfers of Note as provided herein and in the Resolution. The transfer of the Note may be registered only upon such books and only upon surrender thereof to the Registrar together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer the Issuer shall execute and the Registrar shall authenticate and deliver in exchange for such Note a new Note registered in the name of the transferee, and in an aggregate principal amount equal to the principal amount of such Note so surrendered.

In all cases in which the Note shall be exchanged, the Issuer shall execute and the Registrar shall authenticate and deliver, at the earliest practicable time, a new Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Issuer or the Registrar may make a charge for every such exchange or registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any Holder for the privilege of exchanging or registering the transfer of the Note under the provisions of this Resolution. Neither the Issuer nor the Registrar shall be required to make any such exchange or registration of transfer of the Note during the fifteen (15) days immediately preceding any interest payment date.

The Note shall be and shall have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida.

Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Note shall not be transferred unless the new purchaser has executed an "investment letter"

in substantially the same form and substance as the "investment letter" executed by the original purchaser of the Note.

SECTION 10. AUTHENTICATION OF NOTE. Only the Note as shall have endorsed thereon a certificate of authentication substantially in the form hereinbelow set forth, duly executed by the Registrar as authenticating agent, shall be entitled to any benefit or security under this Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the Registrar, and such certificate of the Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Note shall be deemed to have been duly executed if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication of the Note that may be issued hereunder at any one time.

SECTION 11. EXCHANGE OF NOTE. Any Note, upon surrender thereof at the principal office of the Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Registrar, may, at the option of the Holder, be exchanged for an aggregate principal amount of the Note equal to the principal amount of the Note so surrendered.

The Registrar shall make provision for the exchange of the Note at the principal office of the Registrar. Notwithstanding the foregoing, the Note shall always be one fully registered Note in the denomination set forth in Section 6 hereof.

SECTION 12. OWNERSHIP OF NOTE. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of the Note, and the interest on the Note, shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note and interest thereon to the extent of the sum or sums so paid.

SECTION 13. REDEMPTION PROVISIONS. The Note shall be subject to redemption prior to its maturity at the price of par plus interest accrued to the date of redemption.

Unless waived by the Holder thereof, notice of such redemption shall, at least ten (10) days prior to the redemption date, be filed with the Registrar; and mailed, first class mail, postage prepaid, to the Holder of the Note to be redeemed at its address as it appears on the registration books hereinbefore provided for. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, in the case of a Note to be redeemed in part only, the portion of the principal amount thereof to be redeemed.

Upon surrender of any Note for redemption in part only, the Registrar shall authenticate and deliver to the Holder of the Note thereof, the cost of which shall be paid by the Issuer, a new Note of an authorized denomination equal to the unredeemed portion of the Note surrendered.

SECTION 14. SECURITY FOR THE NOTE. Payment of the principal of and interest on the Note shall be secured by a covenant to budget and appropriate Non-Ad Valorem Revenues to the payment of the principal of and interest on the Note in accordance with the provisions hereof.

The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and is in all respects valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

The Issuer covenants and agrees to appropriate in its annual budget for each Fiscal Year in which the Note remains outstanding, sufficient amounts of Non-Ad Valorem Revenues for the payment of principal of and interest due on the Note in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Note shall have been budgeted, appropriated and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the holders of the Note and that this obligation may be enforced in a court of competent jurisdiction. Except as provided in Section 20 hereof, this covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder. The Note shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of the State of Florida, and no Holder or Holders of any Note issued hereunder shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer or taxation in any form of any real or personal property therein. The obligation of the Issuer to appropriate Non-Ad Valorem Revenues shall be subject in all respects to the obligation of the Issuer to provide for essential governmental services and further shall be subject to the provisions of Section 166.241, Florida Statutes. Notwithstanding any provisions of this Resolution to the contrary, the Issuer shall not be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues.

SECTION 15. GENERAL AUTHORIZATION. The Town Mayor, the Town Manager, the Town Clerk or any other appropriate officers of the Issuer are hereby authorized and directed to execute any and all certifications or other instruments or documents which are specifically authorized or are not inconsistent with the terms and provisions of this

Resolution, the Commitment or any other document referred to above as a prerequisite or precondition to the issuance of the Note and any such representation made therein shall be deemed to be made on behalf of the Issuer.

The Town Manager and Town Clerk are hereby authorized to use the proceeds of the Note to pay the Refunded Obligations on the date of delivery of the Note. The Town Manager and the Town Clerk are authorized to provide any such notices and documentation in connection therewith.

All action taken to date by the officers of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

SECTION 16. HOLDER NOT AFFECTED BY USE OF PROCEEDS. The Note Holder shall have no responsibility for the use of the proceeds thereof, and the use of such proceeds by the Issuer shall in no way affect the rights of such Note Holder. The Issuer shall be irrevocably obligated to pay the principal of and interest on the Note and to make all other payments provided for herein from Non-Ad Valorem Revenues notwithstanding any failure of the Issuer to use and apply such proceeds in the manner provided herein.

SECTION 17. SALE OF THE NOTE. The Note is hereby sold and awarded to Northern Trust Bank, at the price of par and the Town Mayor and the Town Clerk are hereby authorized to execute and deliver the Note in the form set forth herein, receive the purchase price therefor and apply the proceeds thereof to the Refunded Obligations, without further authority from this body. The Town Mayor and the Town Clerk are authorized to make any and all changes on the form of the Note which shall be necessary to conform the same to the Commitment. Execution of the Note by the Town Mayor and the Town Clerk shall be conclusive evidence of their approval of the form of the Note. Prior to the issuance of the Note, the Issuer shall receive from the Bank a Purchaser's Certificate, the form of which is attached hereto as Exhibit "B."

SECTION 18. FINANCIAL STATEMENT. The Issuer shall submit annual audited statements within 30 days of completion (but not later than 210 days of fiscal year end), together with an annual budget within 30 days of adoption, together with any other information that the Bank may reasonably request.

SECTION 19. DISCLOSURE UNDER SECTION 218.385. The Issuer has been provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached as Exhibit "C".

SECTION 20. ADDITIONAL OBLIGATIONS. The Issuer covenants and agrees not to issue any other obligations or incur any other indebtedness, except refunding obligations, payable from any portion of a covenant to budget and appropriate Non-Ad Valorem Revenues unless it shall obtain the prior written approval of the Bank, which shall not be unreasonably withheld.

SECTION 21. TAX CONVENANTS. The Issuer covenants with the Note Holder that it shall not use the proceeds of such Note in any manner which would cause the interest on such Note to be or become includable in the gross income of the Note Holder for federal income tax purposes and the Issuer further covenants with the Note Holder that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Note from the gross income of the Note Holder for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code. The Town Mayor or the Town Manager is hereby authorized to approve and execute such tax certificates as are required by Bond Counsel and customarily executed for tax-exempt notes which are necessary to reflect the covenants of the Issuer as provided in this Section.

SECTION 22. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described herein or in the Note, nothing in this Resolution, or in the Note, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer and the Note Holder any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Note Holder.

SECTION 23. NO PERSONAL LIABILITY. 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 of the Issuer or agent or employee of the Issuer in his individual capacity, and neither the members nor any officer or employee or agent of the Issuer nor any official executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of any acts of commission or omission in the performance of any obligation under the Resolution or the Note.

SECTION 24. WAIVER OF JURY TRIAL. To the extent permitted by law, the Issuer knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of the Resolution or the Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Note or this Resolution.

SECTION 25. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision 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 separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Note issued hereunder.

SECTION 26. REPEALING CLAUSE. All Resolutions or Resolutions, or parts thereof, of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 27. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption hereof.

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

Mayor Singer	<u>Aye</u>
Vice Mayor Rojas	<u>Aye</u>
Councilmember Einstein	<u>Aye</u>
Councilmember Bernstein	<u>Aye</u>
Councilmember Lusskin	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 21st day of October, 2008.

ATTEST:

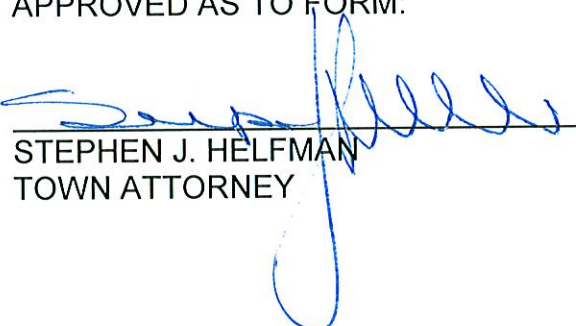


MAYOR GLENN SINGER



ELIZABETH SEWELL
TOWN CLERK

APPROVED AS TO FORM:



STEPHEN J. HELFMAN
TOWN ATTORNEY

EXHIBIT "A"
FORM OF NOTE

[FORM OF NOTE]

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATED THEREUNDER.

No. R-1

\$1,399,912.24

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF MIAMI-DADE
TOWN OF GOLDEN BEACH
CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2008

MATURITY DATE
October 16, 2009

INTEREST RATE
3.75%

DATED DATE
October 22, 2008

REGISTERED OWNER: NORTHERN TRUST BANK

PRINCIPAL AMOUNT: ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED TWELVE DOLLARS AND 24/100

KNOW ALL MEN BY THESE PRESENTS, that the Town of Golden Beach, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay to the order of the Registered Owner identified above, or registered assigns as herein provided, on the Maturity Date identified above, upon presentation and surrender hereof at the office of the Registrar, initially the Town Clerk, Town of Golden Beach, 1 Golden Beach Drive, Golden Beach, Florida 33160, from the revenues hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by check mailed to the Registered Owner at his address as it appears on the registration books of the issuer, interest on said principal sum at the Interest Rate per annum set forth commencing from the date of registration and authentication of this Note. The interest rate on this Note is subject to adjustment as provided herein.

Notwithstanding the foregoing, for so long as this Note is owned by Northern Trust Bank and its successors and assigns (the "Bank"), the principal of and interest on this Note shall be payable to the Bank at such address as is provided by the Bank in writing to the Issuer without presentation of this Note (except with respect to the final payment of principal hereunder).

Interest shall be payable on the 16th day of every month commencing November 16, 2008 and principal shall be payable on the Maturity Date stated above.

If for any reason the interest on the Note becomes includable in the gross income of the Note Holder for federal income tax purposes (an "Event of Taxability"), the interest rate on the Note shall increase as of the effective date of such Event of Taxability, to such rate of interest as shall result in the same yield to the Note Holder as the taxable equivalent yield on the Note.

The Note shall be subject to redemption, in whole or in part, prior to its maturity at the price of par plus interest accrued to the date of redemption.

Notice of optional redemption shall be given in the manner required by the Resolution described below.

This Note in the aggregate principal amount of \$1,399,912.24 is issued to refinance the Refunded Obligations, in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, and Resolution No. 1962.08 duly adopted by the Issuer on October 21, 2008 (the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Note is payable from and secured by Non-Ad Valorem Revenues, all as described in the Resolution.

If the date for payment of the principal of or interest on the Note is a Saturday, Sunday or legal holiday in the State of Florida, then the date for such payment will be the next day which is not a Saturday, Sunday or legal holiday, and payment on such date will have the same force and effect as if made on the nominal date of payment.

This Note does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Note that such Holder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Note or the making of any other payments provided for in the Resolution. The Issuer shall not be obligated to pay the Note from any revenues, except the Non-Ad Valorem Revenues, and that neither the faith and credit nor the taxing power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, or the interest on, the Note.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of

the State of Florida applicable thereto, and that the issuance of the Note of this issue does not violate any constitutional, statutory, or charter limitation or provision.

This Note is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Note is registerable by the Registered Owner hereof in person or by his attorney or legal representative at the principal office of the Registrar but only in the manner and subject to the conditions provided in the Resolution and upon surrender and cancellation of this Note.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Town of Golden Beach, Florida has issued this Note and has caused the same to be signed by the Town Mayor and attested to by the Town Clerk, and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date.

TOWN OF GOLDEN BEACH, FLORIDA

(SEAL)

Town Mayor

ATTESTED AND COUNTERSIGNED:

Town Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes issued under the provisions of the within mentioned Resolution.

Town Clerk
Registrar, as Authenticating Agent

Date of Authentication:

By: _____
Authorized Officer

_____, 2008

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto _____ (Please insert Social Security or other identifying number of transferee) _____ the attached Note of the Town of Golden Beach, Florida, and does hereby constitute and appoint _____, attorney, to transfer the said Note on the books kept for registration thereof, with full power of substitution and in the premises.

Date: _____

Signature Guaranteed by:

[member firm of the New York Stock Exchange or a commercial bank or trust company.]

By: _____

Title: _____

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever, and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT "B"

FORM OF PURCHASER'S CERTIFICATE

PURCHASER'S CERTIFICATE

This is to certify that Northern Trust Bank (the "Purchaser") has not required the Town of Golden Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$1,399,912.24 Capital Improvement Refunding Revenue Note, Series 2008 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of said Note, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Stephen Helfman, Esq. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a Resolution adopted by the Issuer's Town Council on October 21, 2008 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred except to a bank, savings association, insurance company or other "accredited investor" as described below.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

It is our understanding that the Issuer will file all information, returns and notices which may be required to be filed by the IRS, State of Florida or any other filing agencies.

DATED this ____ day of _____, 2008.

NORTHERN TRUST BANK

By: _____

Name: _____

Its: _____

DISCLOSURE STATEMENT

\$1,399,912.24

TOWN OF GOLDEN BEACH, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2008

Town of Golden Beach
Golden Beach, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by the Town of Golden Beach, Florida (the "Issuer") of \$1,399,912.24 principal amount of the issue of note referred to above (the "Note"), Northern Trust Bank, Aventura, Florida (the "Purchaser") has agreed to purchase the Note.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6) and (2), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the underwriting of the Note as follows:

(a) The nature and estimated amount of expenses to be incurred by the Purchaser and paid by the Purchaser in connection with the purchase and reoffering of the Note are set forth on Schedule I attached hereto.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

(c) The amount of underwriting spread, including the management fee, expected to be realized is as follows:

NONE

(d) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder", as defined in Section 218.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Bank, as set forth in Schedule I attached hereto.

(e) The name and address of the Purchaser is set forth below:

Northern Trust Bank
18909 N.E. 29th Avenue
Aventura, Florida 33180

(f) The Issuer is proposing to issue the Note for the purpose of providing funds that, together with other available funds of the Issuer will be used to refinance the Refunded Obligations, as defined in the Issuer's Resolution dated October 21, 2008 (the "Resolution"). The Note is expected to be repaid no later than October 22, 2009. At a rate of interest of 3.75%, total interest to be paid on the Note will be not more than \$_____.

(g) The source of repayment or security for the Note is the proceeds to be derived from a covenant to budget and appropriate Non-Ad Valorem Revenues, as described in the Resolution of the Issuer. The issuance of the Note will result in \$_____ of Non-Ad Valorem Revenues not being available to finance other services of the Issuer during the life of the Note.

We understand that you do not require any further disclosure from the Purchaser, pursuant to Section 218.385(6) and (2), Florida Statutes, as amended.

Very truly yours,

By: _____
Name: _____
Its: _____

SCHEUDLE I

Estimated Fees

Bank's Counsel Fee \$ _____

EXHIBIT "D"
COMMITMENT LETTER