

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Hollywood, Florida (the "Borrower") in connection with the \$7,970,000 First Florida Governmental Financing Commission Refunding Revenue Bond, Series 2014 (the "2014 Bond") and the \$13,280,000 First Florida Governmental Financing Commission Refunding Revenue Bond, Series 2012 (the "2012 Bond," and together with the 2014 Bond, the "Bonds"). The 2014 Bond is being issued pursuant to the Loan Agreement by and among Pinnacle Public Finance, Inc. (the "Bank"), First Florida Governmental Financing Commission (the "Commission"), and the Borrower, dated June 12, 2014 (the "2014 Loan Agreement") and evidences a loan by the Bank to the Borrower ("2014 Loan"). The 2012 Bond was issued pursuant to the Loan Agreement by and among PNC Bank, National Association, the Commission, and the Borrower, dated September 26, 2012 (the "2012 Loan Agreement," and together with the 2014 Loan Agreement, the "Loan Agreements").

The Borrower covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Borrower for the benefit of the Commission. It is the understanding of the Commission and the Borrower that neither is legally required to comply with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 in connection with the Bonds or the Loans.

SECTION 2. DEFINITIONS. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person 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 Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental 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 Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Commission and the Borrower, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds or the Loans (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same maybe amended from time to time.

SECTION 3. PROVISION OF ANNUAL REPORTS. The Borrower or its dissemination agent shall, as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, provide to the Commission an Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Borrower's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

If the Borrower is unable to cause an Annual Report to be provided to the Commission by the date required in subsection (a), the Borrower shall send a notice to the Commission.

The Commission shall acknowledge the receipt of the Borrower's submission.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Borrower's Annual Report shall contain or include by reference the following:

- (i) The audited financial statements of the Borrower for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Borrower's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

- (ii) An update of the tabular information in Appendix C to the Official Statement dated March 30, 2007 relating to the \$18,685,000 First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2007.

The information provided under Section 4(a) and 4(b) may be included by specific reference to other documents, including the official statements of debt issues of the Commission, Borrower or related public entities. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Borrower shall clearly identify each such other document so included by reference.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

Pursuant to the provisions of this Section 5, the Borrower shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Loans to the Commission. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. delinquencies in the payment of principal and interest;
2. non-payment related defaults, if material;
3. unscheduled draws on the 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 the holder of the Bond, if material;
8. any call (other than scheduled principal repayments), if material, or tender offers;
9. defeasance in whole or in part;
10. release, substitution, or sale of property securing repayment of the Loans or Bonds;

11. any ratings changes;
12. an Event of Bankruptcy or similar event of the Borrower;
13. the consummation of a merger, consolidation, or acquisition involving an Borrower or the sale of all or substantially all of the assets of the Borrower, 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;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. notice of any failure on the part of the Borrower to meet the requirements of Section 3 hereof.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Borrower's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds and the Loans. If such termination occurs prior to the final maturity of the Bonds and the Loans, the Borrower shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Borrower may amend this Disclosure Certificate with the consent of the Commission, and any provision of this Disclosure Certificate may be waived.

SECTION 8. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Certificate. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Borrower shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. DEFAULT. In the event of a failure of the Borrower to comply with any provision of this Disclosure Certificate, the Commission may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Borrower to comply with the provisions of this Disclosure Certificate shall be an action to

compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Loan Agreements.

SECTION 10. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Commission; and shall create no rights in any other person or entity; provided, however, that nothing contained herein shall prevent the Commission from filing with the MSRB Electronic Municipal Market Access (EMMA) system, making publicly available on the Commission's web site, or furnishing to other interested parties, a copy of each document, instrument and statement received by the Commission from the Borrower pursuant to this Disclosure Certificate.

Date: June 12, 2014

(SEAL)

CITY OF HOLLYWOOD, FLORIDA

By: _____
Name: Peter J. M. Bober
Title: Mayor

ATTEST:

By: _____
Name: Patricia A. Cerny, MMC
Title: City Clerk

Approved as to form and legality
for the use and reliance of the City
of Hollywood, Florida, only.

By: _____
Name: Jeffrey P. Sheffel
Title: City Attorney