

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of June 12, 2014, by and among the FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION (the "Issuer"), CITY OF HOLLYWOOD, FLORIDA (the "Borrower") and U.S. BANK NATIONAL ASSOCIATION, Orlando, Florida, a national banking association, as Escrow Holder and its successors and assigns (the "Escrow Holder");

W I T N E S S E T H:

WHEREAS, the Issuer has previously authorized and issued obligations on behalf of the Borrower, hereinafter defined as "Refunded Bonds," as to which the Total Refunded Bonds Debt Service (as hereinafter defined) is set forth on Schedule A-1; and

WHEREAS, the Issuer has determined to provide for payment of the Total Refunded Bonds Debt Service of the Refunded Bonds by depositing with the Escrow Holder an amount which is at least equal to such Total Refunded Bonds Debt Service; and

WHEREAS, in order to obtain the funds needed for such purpose and for other purposes, the Issuer has authorized and is, concurrently with the delivery of this Agreement, issuing its First Florida Governmental Financing Commission Refunding Revenue Bond, Series 2014, as described herein; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall defease and discharge the obligations of the Issuer and the Borrower relating to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer, the Borrower and the Escrow Holder agree as follows:

SECTION 1. Definitions. As used herein, the following terms mean:

- (a) "Agreement" means this Escrow Deposit Agreement.
- (b) "Annual Refunded Bonds Debt Service" means the interest, principal and premium on the Refunded Bonds coming due on the dates as shown on Schedule A-1 attached hereto and made a part hereof.
- (c) "Bond" means the \$7,965,000 First Florida Governmental Financing Commission Refunding Revenue Bond, Series 2014.
- (d) "Escrow Holder" means U.S. Bank National Association, having its designated corporate trust office in Orlando, Florida, and its successors and assigns.

(e) "Issuer" means the First Florida Governmental Financing Commission, and its successors and assigns.

(f) "Prior Indentures" means, collectively, the Trust Indenture dated as of June 1, 2004 between U.S. Bank National Association, as successor to SunTrust Bank (the "Prior Trustee"), and the Issuer, the Trust Indenture dated as of March 1, 2005 between the Prior Trustee and the Issuer.

(g) "Prior Loan Agreements" means, collectively, the Loan Agreement dated as of June 1, 2004 between the Issuer and the Borrower and the Loan Agreement dated as of March 1, 2005 between the Issuer and the Borrower.

(h) "Refunded Bonds" means, collectively, the Refunded 2004 Bonds and the Refunded 2005 Bonds.

(i) "Refunded 2004 Bonds" means the First Florida Governmental Financing Commission Revenue Bonds, Series 2004 which mature on and after July 1, 2015, to be selected in the manner as described in the applicable Prior Indenture, which such Bonds correspond in terms of amount and scheduled maturity date to the applicable principal loan payment obligations of the Borrower as described in the applicable Prior Loan Agreement.

(j) "Refunded 2005 Bonds" means the First Florida Governmental Financing Commission Revenue Bonds, Series 2005 which mature on and after July 1, 2016, to be selected in the manner as described in the applicable Prior Indenture, which such Bonds correspond in terms of amount and scheduled maturity date to the applicable principal loan payment obligations of the Borrower as described in the applicable Prior Loan Agreement.

(k) "Refunded Bonds Escrow Account" means the account hereby created and entitled Refunded Bonds Escrow Account established and held by the Escrow Holder pursuant to this Agreement, in which cash will be held uninvested for payment of the principal of, premium and accrued interest on the Refunded Bonds as they become due and payable.

(l) "Refunded Bonds Escrow Requirement" with respect to the Refunded Bonds means as of any date of calculation, the sum of an amount in cash and principal amount of investments in the Escrow Account which together with the interest to become due on such investments will be sufficient to pay the Total Refunded Bonds Debt Service to be paid from such Account in accordance with Schedule A-1.

(m) "Total Refunded Bonds Debt Service" with respect to the Refunded Bonds means the sum of the principal, premium and interest remaining unpaid with respect to the Refunded Bonds in accordance with Schedule A-1 attached hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$7,904,390.35 of proceeds of the Bond and \$146,411.46 other legally available funds with the Escrow Holder for deposit into the Refunded Bonds Escrow Account in immediately available funds, which funds the Escrow Holder acknowledges receipt of, to be held in irrevocable escrow by the Escrow Holder separate and apart from other funds of the Escrow Holder and applied solely as provided in this Agreement. The Issuer represents that such funds are at least equal to the Refunded Bonds Escrow Requirement as of the date of such deposit.

As it relates to the principal amounts of the Refunded Bonds, the Issuer hereby acknowledges that the loans evidenced by the Prior Loan Agreements are hereby terminated.

SECTION 3. Use of Funds. The Escrow Holder acknowledges receipt of the sum described in Section 2 and agrees to hold the funds uninvested in the Refunded Bonds Escrow Account pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds.

SECTION 4. Payment of Refunded Bonds and Expenses.

(i) Refunded Bonds. On the dates and in the amounts set forth on Schedule A-1, the Escrow Holder, as Prior Trustee under the Prior Indentures, shall pay to the appropriate holders of Refunded Bonds, an amount equal to a sum sufficient to pay that portion of the Annual Refunded Bonds Debt Service coming due on such dates, as shown on Schedule A-1.

(ii) Surplus. After making the payments from the Refunded Bonds Escrow Account described in Subsection 4(i) above, the Escrow Holder shall retain in the Refunded Bonds Escrow Account any remaining cash in the Refunded Bonds Escrow Account in excess of the Refunded Bonds Escrow Requirement until the termination of this Agreement, and shall then pay any remaining funds to the Borrower.

(iii) Priority of Payments. The holders of the Refunded Bonds shall have an express first lien on the funds and investments in the Refunded Bonds Escrow Account until such funds and investments are used and applied as provided in this Agreement.

SECTION 5. No Reinvestment. The Escrow Holder shall have no power or duty to invest any funds held under this Agreement.

SECTION 6. Irrevocable Redemption; No Redemption or Acceleration of Maturity.

The Borrower and the Issuer hereby irrevocably call the Refunded 2004 Bonds for early redemption on July 17, 2014 in accordance with the terms of the applicable Prior Indenture.

The Borrower and the Issuer hereby irrevocably call the Refunded 2005 Bonds for early redemption on July 1, 2015 in accordance with the terms of the applicable Prior Indenture.

The Escrow Holder, as Prior Trustee under the Prior Indentures, is hereby instructed to mail, as soon as practicable following the issuance and delivery of the Bond, in the manner prescribed by Articles III and VIII of the Prior Indentures, a notice to the Owners of the Refunded Bonds that:

(i) the Borrower has refunded the Refunded Bonds through the issuance of the First Florida Governmental Financing Commission Refunding Revenue Bond, Series 2014 (the "Bond");

(ii) proceeds of the Bond will be deposited in irrevocable escrow in an escrow deposit trust fund (the "Refunded Bonds Escrow Account") established with U.S. Bank National Association, Orlando, Florida (the "Escrow Holder"), pursuant to an Escrow Deposit Agreement dated as of June 12, 2014, by and between the Issuer, the Borrower and the Escrow Holder (the "Escrow Deposit Agreement") to be held uninvested; and

(iii) upon the deposit of such cash in accordance with the Escrow Deposit Agreement, the Refunded Bonds shall be deemed to have been paid in accordance with the Article VIII of the Prior Indentures and shall no longer be outstanding thereunder.

Furthermore, the Escrow Holder, as Prior Trustee under the applicable Prior Indenture, is hereby instructed to mail, at the time and in the manner prescribed by Article III of the applicable Prior Indenture, a notice of redemption to the Owners of the Refunded 2004 Bonds which states, amongst other things, that the Refunded 2004 Bonds have been irrevocably called for early redemption on July 17, 2014 at a price of par plus accrued interest plus a redemption premium of 100% of Refunded 2004 Bonds to be redeemed on such date.

Furthermore, the Escrow Holder, as Prior Trustee under the applicable Prior Indenture, is hereby instructed to mail, at the time and in the manner prescribed by Article III of the applicable Prior Indenture, a notice of redemption to the Owners of the Refunded 2005 Bonds which states, amongst other things, that the Refunded 2005 Bonds have been irrevocably called for early redemption on July 1, 2015 at a price of par plus accrued interest plus a redemption premium of 100% of Refunded 2005 Bonds to be redeemed on such date.

Neither the Issuer nor the Borrower will accelerate the maturity of, or exercise any option to redeem before maturity, any Refunded Bonds except to the extent set forth in the preceding sentence.

SECTION 7. Responsibilities of Escrow Holder. The Escrow Holder and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement,

the establishment of the Refunded Bonds Escrow Account, the acceptance of the funds deposited therein, transfer or other application of moneys by the Escrow Holder in accordance with the provisions of this Agreement or by reason of any non-negligent or non-willful act, omission or error of the Escrow Holder made in good faith in the conduct of its duties. The Escrow Holder shall, however, be responsible for its negligent or willful failure to comply with its duties required hereunder, and its negligent or willful acts, omissions or errors hereunder. The duties and obligations of the Escrow Holder shall be determined by the express provisions of this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Holder. The Escrow Holder may consult with counsel, who may or may not be counsel to the Issuer, and in reliance upon the opinion of such counsel, shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer.

SECTION 8. Resignation of Escrow Holder. The Escrow Holder may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, the Borrower, any rating agency then providing a rating or insurer providing bond insurance on either the Refunded Bonds or the Bond, and the Prior Trustee not less than sixty (60) days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a new Escrow Holder hereunder.

SECTION 9. Removal of Escrow Holder.

(a) The Escrow Holder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than fifty-one percentum (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer and the Borrower, and notice in writing given by such holders to the original purchaser or purchasers of the Bond and published by the Issuer once in a newspaper of general circulation in the territorial limits of the Borrower, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Borrower under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Holder.

(b) The Escrow Holder may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Holder by any court of competent jurisdiction upon the application of the Issuer, the Borrower or the holders of not less than five percentum (5%) in aggregate principal amount of the Bond then outstanding, or the holders of not less than five percentum (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Holder may not be removed until a successor Escrow Holder has been appointed in the manner set forth herein.

SECTION 10. Successor Escrow Holder.

(a) If at any time hereafter the Escrow Holder shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Holder shall thereupon become vacant. If the position of Escrow Holder shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Holder to fill such vacancy. The Issuer shall mail a notice of any such appointment made by it to the Holders of the Refunded Bonds within thirty (30) days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by such Bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Holder, which shall supersede any Escrow Holder theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Holder and to the Escrow Holder so appointed by the Bondholder.

(c) If no appointment of a successor Escrow Holder shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, the Borrower or any retiring Escrow Holder may apply to any court of competent jurisdiction to appoint a successor Escrow Holder. Such court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Escrow Holder.

SECTION 11. Payment to Escrow Holder. The Escrow Holder hereby acknowledges that it has agreed to accept compensation under the Agreement in a lump sum of \$1,500, which the Issuer agrees to pay, on behalf of the Borrower, on the date of delivery of the Bond for services to be performed by the Escrow Holder pursuant to this Agreement, plus out-of-pocket expenses to be reimbursed at cost from legally available funds of the Issuer, on behalf of the Borrower. Notwithstanding anything herein to the contrary, to the extent the Escrow Holder is removed for any reason hereunder, the Escrow Holder agrees to refund a pro rata amount of such fee to the Borrower based on the amount of time until termination of this Agreement divided by the original term of this Agreement.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Refunded Bonds have been paid and discharged in accordance with the proceedings authorizing the Refunded Bonds.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Holder to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to Moody's Investors Service at the address set forth in Section 15, but such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 14. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the Borrower and the holders from time to time of the Refunded Bonds and the Bond and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected holders, the Escrow Holder, the Issuer and the Borrower; provided, however, that the Issuer, the Borrower and the Escrow Holder may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Holder, for the benefit of the holders of the Bond and the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Holder; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Holder shall, at its option, be entitled to rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

FIRST FLORIDA GOVERNMENTAL
FINANCING COMMISSION

(SEAL)

Attest:

By:_____

Name: Linda C. Davidson

Title: Chairman

By:_____

Name: Richard C. Dowdy

Title: Assistant Secretary-Treasurer

[Signature Page to the Escrow Deposit Agreement for
First Florida Governmental Financing Commission
Refunding Revenue Bond, Series 2014]

U.S. BANK NATIONAL ASSOCIATION

By:_____

Name: Janice Entsminger

Title: Authorized Agent

[Signature Page to the Escrow Deposit Agreement for
First Florida Governmental Financing Commission
Refunding Revenue Bond, Series 2014]

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

[Signature Page to the Escrow Deposit Agreement for
First Florida Governmental Financing Commission
Refunding Revenue Bond, Series 2014]

SCHEDULE A-1

TOTAL REFUNDED BONDS DEBT SERVICE

<u>Date</u>	<u>Interest</u>	<u>Principal Redeemed</u>	<u>Total</u>
07/01/2014	\$175,693.75		\$175,693.75
07/17/2014	14,245.56	\$7,030,000	7,044,245.56
01/01/2015	15,431.25		15,431.25
07/01/2015	<u>15,431.25</u>	<u>800,000</u>	<u>815,431.25</u>
	\$220,801.81	\$7,830,000	\$8,050,801.81