

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (the “Agreement”) dated July 9, 2015, by and between Raymond James Capital Funding, Inc. (the “Note Purchaser”) and the **CITY OF HOLLYWOOD, FLORIDA**, a municipal corporation of the State of Florida (the “City”).

W I T N E S S E T H:

WHEREAS, pursuant to the Act and Resolution No. [____], adopted by the City Commission of the City (the “Commission”) on July __, 2015 (the “Resolution”), the City authorized the issuance of not to exceed \$44,400,000 in aggregate principal amount of its City of Hollywood, Florida General Obligation Refunding Note, Series 2015; and

WHEREAS, pursuant to the Resolution, the City has determined to issue its City of Hollywood, Florida General Obligation Refunding Note, Series 2015, in the principal amount of \$[PAR AMOUNT] (the “Series 2015 Note”); and

WHEREAS, any capitalized term used in this Agreement and not otherwise defined shall have the meaning ascribed to such term in the Resolution; and

WHEREAS, the Note Purchaser has reviewed the Resolution and hereby finds the terms acceptable; and

WHEREAS, on this date, the City has, pursuant to provisions of the Act, the Resolution and this Agreement, agreed to issue and sell to the Note Purchaser and the Note Purchaser has, pursuant to the terms of this Agreement and the terms and provisions of the Resolution, agreed to purchase the Series 2015 Note; and

WHEREAS, the City and the Note Purchaser have heretofore negotiated the terms of the Series 2015 Note and the Resolution and by execution of this Agreement each will have confirmed that such are acceptable.

NOW THEREFORE, the City and the Note Purchaser hereby agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions set forth herein and in the Series 2015 Note and the Resolution and upon the representations and warranties of the City set forth in the Resolution, the arbitrage tax certificate and other closing certificates, the City agrees to sell on this date the Series 2015 Note on a negotiated basis to the Note Purchaser, and the Note Purchaser agrees on this date to purchase, with immediately available funds, all but not less than all, of the Series 2015 Note. The purchase price for the Series 2015 Note shall be \$[PAR AMOUNT] (the “Series 2015 Note Amount”) which purchase price is equal to the principal amount of the Series 2015 Note issued by the City. Since the dated date of the Series 2015 Note is the date hereof, there will be no accrued interest as part of the purchase price.

2. **Private Placement Negotiated Sale.** The Note Purchaser hereby acknowledges that the purchase of the Series 2015 Note from the City was on a negotiated private placement basis and that there has been no offering document prepared or will be prepared by the City in connection with such sale.

3. **Conditions for Purchase.** The Note Purchaser's agreement to purchase the Series 2015 Note on this date is subject to the delivery of: (a) an unqualified Note Counsel opinion of Greenberg Traurig, P.A. to the effect that, subject to customary exceptions, interest on the Series 2015 Note is excludable from gross income for federal income tax purposes; and (b) an unqualified opinion from counsel for the City to the effect that, subject to customary exceptions, the City has full power and authority to enter into this Agreement, to pass and ratify the Resolutions, and to perform any and all covenants, duties and obligations of the City under this Agreement or the Resolutions.

4. **Section 218.385 Florida Statutes.** On or before the purchase of the Series 2015 Note, the Note Purchaser has provided the City with the disclosure and truth-in-bonding statements required by and in accordance with, Section 218.385, Florida Statutes, as amended and supplemented. The above-referenced statements are attached to this Agreement as Schedule A.

5. **Expenses.** As between the City and the Note Purchaser, the Note Purchaser shall not be liable for any expenses incurred by the City in connection with the issuance of the Series 2015 Note. The Note Purchaser represents to the City that it has not employed or used the services of any attorney or other professional in connection with the Note Purchaser's negotiations with the City and its purchase of the Series 2015 Note other than Broad and Cassel, P.A., which fee, in an amount not exceeding \$10,000.00, shall be paid by the City.

6. **Commitment Fee.** A commitment fee equal to 0.25% of the Series 2015 Note Amount shall be paid by the City to the Note Purchaser immediately upon the sale of the Series 2015 Note to the Note Purchaser.

7. **Effectiveness.** This Agreement shall become effective upon the execution by the appropriate officials of the City and the Note Purchaser.

8. **Headings.** The headings set forth in this Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

9. **Amendment.** No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alternation or amendment is reduced to writing and executed by all parties hereto.

10. **Governing Law.** The laws of the State of Florida shall govern this Agreement.

11. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

[Space Left Blank Intentionally]

IN WITNESS WHEREOF, the City and the Note Purchaser has caused this Agreement to be executed by its respective duly authorized officers all as of the date hereof.

**RAYMOND JAMES CAPITAL FUNDING,
INC.**

By: _____
Name:
Title:

Date: July 9, 2015

CITY OF HOLLYWOOD, FLORIDA

By: _____
Name: Peter Bober
Title: Mayor

Date: July 9, 2015

(SEAL)

APPROVED AS TO FORM
AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only:

By: _____
Jeffrey P. Sheffel
City Attorney

SCHEDULE A

July 9, 2015

City Commission
City of Hollywood, Florida
Hollywood, Florida 33022

Re: **\$[PRINCIPAL AMOUNT]**
 City of Hollywood, Florida
 General Obligation Refunding Note, Series 2015

To The Honorable Mayor and Commissioners:

This letter shall serve as the disclosure statements and truth-in-bonding statement pursuant to Section 218.385, Florida Statutes, in connection with the award of the above-referenced note (the “Series 2015 Note”) to Raymond James Capital Funding, Inc. (the “Note Purchaser”). We represent to you as follows:

1. No management fee will be charged by the Note Purchaser.
2. The underwriting spread which the Note Purchaser expects to realize will be -0-.
3. No fee, bonus or other compensation will be paid by the Note Purchaser in connection with the issue of the Series 2015 Note to any person not regularly employed or retained by the Note Purchaser. The Note Purchaser has engaged Broad and Cassel, P.A. to serve as Note Purchaser's counsel. The fees of Note Purchaser's counsel in the amount of \$10,000 will be paid by the City.
4. The City of Hollywood, Florida (the "City"), is proposing to issue \$[PAR AMOUNT] of debt or obligation for the purposes of re-financing certain projects by refunding all of the City's Outstanding General Obligation Bonds, Series 2005 (the "2005 Bonds"). This debt or obligation is expected to be repaid over a period of approximately [180 months]. At an interest rate of 2.92%, the total interest paid over the life of the debt or obligation could be as much as approximately \$[_____].

The source of repayment or security for this debt or obligation is ad valorem taxes that have been voter approved. Authorizing this debt or obligation will not result in any decrease in the amount of ad valorem taxes available to finance or refinance any capital projects since the proceeds will be used to retire all of the 2005 Bonds at a lower net interest rate in calendar years 2015 through June 1, 2030 and such voter approved ad valorem taxes can only be used to pay debt service on the Series 2015 Note.

This certificate does not alter the terms of the Series 2015 Note or the resolution relating thereto.

Very truly yours,

RAYMOND JAMES CAPITAL FUNDING, INC.

By: _____

MIA 184675458v3

Name: _____
Title: _____