

EXHIBIT A

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$10,000,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF HOLLYWOOD
REVENUE ANTICIPATION NOTE

Interest Rate:

Maturity Date:

Dated Date:

Variable, as set
forth below

REGISTERED OWNER:

CITY NATIONAL BANK

MAXIMUM PRINCIPAL AMOUNT:

TEN MILLION DOLLARS (\$10,000,000)

KNOW ALL MEN BY THESE PRESENTS, that the City of Hollywood, Florida, a municipal corporation of the State of Florida (hereinafter called the "City") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum set forth herein (the "Note Rate"), until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at such address as may be provided in writing by the Registered Owner to the City no later than the close of business on the fifth Business Day (as defined in the hereinafter described Resolution), next preceding each interest payment date (the "Record Date").

This Note shall bear interest at a Bank Qualified Tax Exempt Variable Rate equal to 70% of 1 month LIBOR, plus 100 basis points (1.00%) if eligible or Taxable Variable Rate of 1-month LIBOR plus 155 basis points (1.55%) adjusted on the first day of each calendar month to the rate computed two (2) Business Days prior to the 1st day of each month. LIBOR is defined in the Line of Credit Agreement (as hereinafter defined) to mean the London Interbank Offered Rate as posted by the British Bankers Association as shown on the Telerate System, page 3750, for U.S. dollar deposits of a stated maturity. Interest on this Note shall be calculated on the basis of a 360 day year consisting of twelve 30 day months.

Payments of accrued interest hereon, based on the amount drawn by the City from time to time pursuant to the Line of Credit Agreement between the City and City National Bank (the "Bank") dated June 22, 2017 (the "Line of Credit Agreement"), will be payable on the anniversary of the Dated Date and on the Maturity Date. Payments of principal will be due on the Maturity Date, based on the amount drawn hereon by the City from time to time.

Each date when principal and/or interest on this Note is due is a “Payment Date.” If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the preceding Business Day.

Upon the occurrence of an Event of Default (as defined in the Line of Credit Agreement) until such Event of Default has been cured this Note shall bear interest at the greater of (i) a variable rate equal to the Bank’s “Prime Rate” plus 300 basis points or (ii) the Note Rate plus 300 basis points, but in no event to exceed the maximum rate permitted by law. Also, upon the occurrence of an Event of Default, the Holder may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the City shall also be obligated to pay all costs of collection and enforcement thereof, including such fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

This Note is issued in the aggregate principal amount not to exceed \$10,000,000 to pay the Costs of the Project (as defined in the Line of Credit Agreement), pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City (collectively, the “Act”), and Resolution No. R-2017-156, adopted by the City Commission of the City on June 7, 2017 (the “Resolution”).

This Note and the interest hereon are secured by the FEMA Proceeds and State Proceeds (both as defined in the Line of Credit Agreement). This Note and the interest hereon are further secured by the City’s covenant to budget and appropriate in each Fiscal Year from its Legally Available Non-Ad Valorem Revenues, sufficient moneys to pay the principal of and interest on the Note, until this Note has been paid in full. Reference is hereby made to the Line of Credit Agreement for the provisions, among others, relating to the terms and security for the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Registered Owner of the Note and the limitations thereon, and the extent of and limitations on the City’s rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note. All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Line of Credit Agreement.

In the event of a Determination of Taxability, the interest rate payable hereunder shall be subject to a full gross-up modification, as determined by the Registered Owner and its counsel (the “Taxable Rate”), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the City agrees to pay to the Registered Owner subject to such Determination of Taxability the Additional Amount upon demand. “Additional Amount” means (i) the difference between (a) interest on this Note for the period commencing on the date on which the interest on this Note ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Note ceased to be outstanding or such adjustment is no longer applicable to this Note (the “Taxable Period”) at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Note for the Taxable Period under the provisions of this Note without considering the Determination of

Taxability, plus (ii) any penalties and interest paid or payable by such Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Registered Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Registered Owner and until the conclusion of any appellate review, if sought.

If the tax laws or regulations are amended to decrease the maximum marginal statutory percentage rate of Federal income tax applicable to the taxable income of the Registered Owner, or to cause the interest on this Note to be subject to a minimum tax or an alternative minimum tax or to change the disallowance rate of interest deductions due to the purchase and holding of this Note or to otherwise decrease the yield on this Note to the Registered Owner (directly or indirectly, other than a change as a result of a Determination of Taxability), then the interest rate on this Note shall be adjusted to cause the after-tax yield on this Note to equal what the after-tax yield on this Note would have been in the absence of such change or amendment in the tax laws or regulations. If the tax laws or regulations are amended to increase the after-tax yield on this Note to the Registered Owner (including any change in the marginal tax rate of the Registered Owner), then the after-tax yield on this Note shall be adjusted to equal what the after-tax yield on this Note would have been in the absence of such change or amendment in the tax laws or regulations.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note in any year exceed the maximum rate permitted by law.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE REGISTERED OWNER OF THIS NOTE THAT SUCH REGISTERED OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE RESOLUTION.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Resolution.

The principal amount of this Note may be prepaid, in whole or in part at any time without premium or penalty. Once repaid, the principal of this Note may not be reborrowed.

This Note may be assigned by the owner of this Note, or any assignee or successor-in-interest thereto. Such assignment shall only be effective, and the City obligated to pay such assignee, upon delivery to the Clerk at the address set forth below of a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the City shall at the earliest practical time in accordance with the provisions of the Resolution enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The City may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates.

Any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 1450 Brickell Ave, Suite 2800, Miami, Florida 33131, Attention: Government, Institutional and Non-Profit Banking, or such other address or addresses as the Registered Owner shall provide the City in writing. In the event of an assignment of this Note, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the City in writing. Any notice required to be given to the City hereunder shall be given to the Clerk at 2600 Hollywood Boulevard, Hollywood, Florida 33020 or such other address or addresses as the City shall provide the Registered Owner in writing.

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 hereto, and that the issuance of the Note does not violate any constitutional or statutory limitation or provision.

IN WITNESS WHEREOF, the City of Hollywood, Florida has issued this Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the day of _____, .

CITY OF HOLLYWOOD, FLORIDA

(SEAL)

ATTEST:

JOSH LEVY, MAYOR

PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the
City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY