

\$ \_\_\_\_\_  
CITY OF MIAMI BEACH, FLORIDA  
Water and Sewer Revenue and Revenue Refunding Bonds,  
Series 2017

\_\_\_\_\_  
BOND PURCHASE AGREEMENT  
\_\_\_\_\_  
\_\_\_\_\_, 2017

Mayor and City Commission  
City of Miami Beach, Florida  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the "Senior Managing Underwriter"), acting on behalf of itself and Stifel, Nicolas & Company, Inc. and Loop Capital Markets LLC (collectively, with the Senior Managing Underwriter, the "Underwriters"), offer to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Miami Beach, Florida (the "City"), for the sale by the City and the purchase by the Underwriters of the City's \$\_\_\_\_\_ Water and Sewer Revenue and Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"). This offer is made subject to acceptance by the City prior to 5:00 p.m. (Eastern Time) on the date hereof. Upon such acceptance, this Purchase Agreement will be in full force and effect in accordance with its terms and will be binding on the City and the Underwriters. If this offer is not so accepted, it is subject to withdrawal by the Underwriters upon written notice delivered to the City at any time prior to such acceptance. In conformance with Section 218.385, Florida Statutes, as amended, the Underwriters hereby deliver the Disclosure and Truth-in-Bonding Statement attached hereto as Exhibit "A." Capitalized terms used in this Purchase Agreement, but not defined, are used with the meanings ascribed to them in the Bond Resolution hereinafter described.

The Senior Managing Underwriter represents that it is authorized on behalf of itself and the other Underwriters to enter into this Purchase Agreement and to take any other actions that may be required on behalf of the Underwriters.

**SECTION 1.**

- (a) Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriters hereby agree to purchase from the City, and the City hereby agrees to sell to the Underwriters all (but not less than all) of the Series 2017 Bonds for a purchase price equal to \$\_\_\_\_\_ (which purchase price is the aggregate principal amount of the Series 2017 Bonds of \$\_\_\_\_\_, [plus/less] a net original issue [premium/discount] of \$\_\_\_\_\_ and less an Underwriters'

discount of \$\_\_\_\_\_). The purchase price for the Series 2017 Bonds shall be payable to the City in immediately available funds.

- (b) In connection with the execution of this Purchase Agreement, the Senior Managing Underwriter, on behalf of the Underwriters, has delivered to the City a corporate check payable to the order of the City in the aggregate amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Good Faith Deposit"), which is being delivered to the City on account of the purchase price of the Series 2017 Bonds and as security for the performance by the Underwriters of their obligation to accept and to pay for the Series 2017 Bonds. If the City does not accept this offer, such Good Faith Deposit shall be immediately returned to the Senior Managing Underwriter. In the event the hereinafter defined Closing takes place, the amount of the Good Faith Deposit shall be credited against the purchase price of the Series 2017 Bonds pursuant to Section 1(a). In the event of the City's failure to deliver the Series 2017 Bonds at the Closing, or if the City shall be unable at or prior to the Closing to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Agreement (unless such conditions are waived by the Senior Managing Underwriter), or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Agreement, the City shall immediately return the Good Faith Deposit to the Senior Managing Underwriter and such check shall constitute a full release and discharge of all claims by the Underwriters against the City arising out of the transactions contemplated by this Purchase Agreement. In the event that the Underwriters fail other than for a reason permitted under this Purchase Agreement to accept and pay for the Series 2017 Bonds upon their tender by the City at the Closing, the amount of the Good Faith Deposit shall be retained by the City and such retention shall represent full liquidated damages and not a penalty, for such failure and for any and all defaults on the part of the Underwriters and the retention of such funds shall constitute a full release and discharge of all claims, rights and damages for such failure and for any and all such defaults. It is understood by both the City and the Underwriters that actual damages in the circumstances as described in the preceding sentence may be difficult or impossible to compute; therefore, the funds represented by the Good Faith Deposit are a reasonable estimate of the liquidated damages in this type of situation.
- (c) The Series 2017 Bonds will be issued pursuant to Chapter 166, Florida Statutes, as amended, the City of Miami Beach Charter, and other applicable provisions of law (collectively, the "Act"), and pursuant and subject to the terms and conditions of Resolution No. 95-21585 adopted by the Commission on May 17, 1995, as amended and supplemented from time to time, and as particularly supplemented by Resolution No. \_\_\_-\_\_\_ adopted by the Commission on \_\_\_\_\_, 2017 (collectively, the "Bond Resolution"). The Series 2017 Bonds shall mature and have such other terms and provisions as are described on Exhibit "B" hereto. Proceeds of the Series 2017 Bonds will provide funds, together with other available funds, to (i) pay the costs of certain improvements to the City's Water and Sewer Utility (as more particularly described in the hereinafter defined Official Statement) (the "2017 Project"), (ii) refund the City's outstanding Water and Sewer Revenue Bonds, Series 2000 (the "Series 2000 Bonds"), the Water and Sewer Revenue Bonds, Taxable Series 2006B-2 (the "Series 2006B-2 Bonds") and the Water and Sewer Revenue Bonds, Taxable Series 2006E (the "Series 2006E Bonds" and together with the Series 2000 Bonds and the Series 2006B-2 Bonds, the

"Refunded Bonds"), and (iii) paying the expenses incurred in connection with the issuance of the Series 2017 Bonds. It shall be a condition to the obligation of the City to sell and deliver the Series 2017 Bonds to the Underwriters, and to the obligation of the Underwriters to purchase and accept delivery of the Series 2017 Bonds, that the entire aggregate principal amount of the Series 2017 Bonds shall be sold and delivered by the City and accepted and paid for by the Underwriters at the Closing.

(d) (i) The Underwriters agree to make a *bona fide* public offering of substantially all of the Series 2017 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in the Official Statement dated the date hereof (the "Official Statement"); provided, however, that (subject to certain limitations in clause (iv) below) the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters shall deem necessary in connection with the marketing of the Series 2017 Bonds.

(ii) The Underwriters agree to assist the City in establishing the issue price of the Series 2017 Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with reasonable supporting documentation for such certification, such as the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Managing Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the City's municipal advisor identified in the Official Statement and any notice or report to be provided by the City may be provided by the City's municipal advisor.

(iii) Except as otherwise set forth in Schedule I to Exhibit C in the form attached hereto, the City will treat the first price at which 10% of each maturity of the Series 2017 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriters shall report to the City the price or prices at which it has sold to the public each maturity of Series 2017 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2017 Bonds, the Underwriters agree to promptly report to the City the prices at which the unsold Series 2017 Bonds were sold of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2017 Bonds of that maturity or until all Series 2017 Bonds of that maturity have been sold to the public.

(iv) The Underwriters confirm that they have offered the Series 2017 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I to Exhibit C attached hereto, except as otherwise set forth therein. Schedule I to Exhibit C also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2017 Bonds for which the 10% test has not been satisfied and for which the City

and the Underwriters agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2017 Bonds, the Underwriters will neither offer nor sell unsold Series 2017 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(a) the close of the fifth (5<sup>th</sup>) business day after the sale date; or

(b) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2017 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriters shall promptly advise the City when 10% of that maturity of the Series 2017 Bonds has been sold to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

(v) The City acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2017 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2017 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2017 Bonds.

The Representative confirms that:

(a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2017 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2017 Bonds of each maturity allotted to it until it is notified by

the Representative that either the 10% test has been satisfied as to the Series 2017 Bonds of that maturity or all Series 2017 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(b) any agreement among underwriters relating to the initial sale of the Series 2017 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2017 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2017 Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Series 2017 Bonds of that maturity or all Series 2017 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(vi) The Underwriters represent that they have not entered into any written contract with any person to form an underwriting syndicate or with any person to participate in the initial sale of the Series 2017 Bond to the public (including any member of any selling group or any party to a retail distribution agreement relating to the initial offering and sale of the Series 2017 Bonds to the public).

(vii) The Underwriters acknowledge that sales of any Series 2017 Bonds to any person that is a related party to the Underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(a) "public" means any person other than an underwriter or a related party;

(b) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2017 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2017 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2017 Bonds to the public),

(c) "related party" has the meaning ascribed thereto in Treasury Regulation 1.150-1(b), and includes, but is not limited to, a purchaser of any of the Series 2017 Bonds if the Underwriters and the purchasers are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if

one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date of execution of this Purchase Agreement by all parties.

(e) The Official Statement shall be provided for distribution, at the expense of the City, in such quantity as may be requested by the Underwriters no later than the earlier of (i) seven (7) business days after the date hereof, or (ii) one (1) business day prior to the Closing date, in order to permit the Underwriters to comply with Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission ("SEC"), and the applicable rules of the Municipal Securities Rulemaking Board ("MSRB"), with respect to distribution of the Official Statement

The Senior Managing Underwriter agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

(f) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the City or the reasonable opinion of the Senior Managing Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the City, at its expense, will promptly prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Senior Managing Underwriter (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of the Series 2017 Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. Notwithstanding the foregoing, if prior to the Closing either the City or the Underwriters hereto does not in good faith approve the form and manner of such supplement or amendment, the other may terminate this Purchase Agreement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement. Unless the City is otherwise notified by the Underwriters in writing on or prior to the date of Closing, the end of the underwriting period for the Series 2017 Bonds for all purposes of the Rule and this Purchase Agreement is the date of Closing. In the event the written notice described in the preceding sentence is given by the Underwriters to the City, such written notice shall specify the date after which no participating

underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule.

(g) The City hereby approves and authorizes the delivery and distribution of the Preliminary Official Statement dated as of \_\_\_\_\_, 2017 (the "Preliminary Official Statement") and the execution, delivery and distribution of the Official Statement in substantially the form of the Preliminary Official Statement, together with such other changes, amendments or supplements as shall be made and approved in writing by the Senior Managing Underwriter and the City prior to the Closing in connection with the public offering and sale of the Series 2017 Bonds.

## SECTION 2.

The City represents and warrants to and agrees with the Underwriters as follows:

- (a) The Bond Resolution and the Rate Instrument (as hereinafter defined) were adopted and/or enacted by the Commission at meetings duly called and held in open session upon requisite prior public notice pursuant to the laws of the State of Florida and the standing resolutions and rules of procedure of the Commission. The City has full right, power and authority to adopt and/or enact the Bond Resolution and the Rate Instrument. On the date hereof, the Bond Resolution and the Rate Instrument are, and, at the Closing shall be, in full force and effect, and no portions thereof have been or shall have been supplemented, repealed, rescinded or revoked. The Bond Resolution and Rate Instrument constitute the legal, valid and binding obligations of the City, enforceable in accordance with their terms. The Bond Resolution creates a lien upon and pledge of the Net Revenues for the payment of principal and interest on the Series 2017 Bonds and any additional Bonds hereinafter issued under the Bond Resolution (the "Parity Bonds").
- (b) As of their respective dates and, with respect to the Official Statement, at the time of Closing, the statements and information contained in the Preliminary Official Statement and the Official Statement are and will be accurate in all material respects for the purposes for which their use is authorized, and do not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments to the Preliminary Official Statement and the Official Statement prepared and furnished by the City pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Series 2017 Bonds, the Bond Resolution, the Rate Instrument, the Escrow Deposit Agreement (the "Escrow Deposit Agreement") between the City and U.S. Bank National Association (the "Escrow Agent") and the Disclosure Dissemination Agent Agreement relating to the Series 2017 Bonds (the "Continuing Disclosure Agreement") conform to the descriptions thereof set forth in the Official Statement.
- (c) The City is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a

party or to which the City or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the City or the Water and Sewer Utility, including the City's receipts of Net Revenues in the amount contemplated by the Official Statement; and the execution and delivery of the Series 2017 Bonds, the Continuing Disclosure Agreement; the Escrow Deposit Agreement and this Purchase Agreement and the adoption of the Bond Resolution, the adoption and/or enactment of the Rate Instrument, and compliance with the provisions on the City's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the City under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2017 Bonds and the Bond Resolution.

- (d) As of its date, the Preliminary Official Statement was deemed "final" (except for permitted omissions) by the City for purposes of paragraph (b)(1) of the Rule.
- (e) On the date hereof, the Commission is the governing body of the City and the City is, and will be on the date of the Closing, duly organized and validly existing as a municipality under the Act, with the power and authority set forth therein.
- (f) The City has full right, power and authority to issue, sell and deliver the Series 2017 Bonds to the Underwriters as described herein; to provide funds to finance the 2017 Project and to refund the Refunded Bonds; to have enacted and/or adopted the ordinances and/or resolutions which established the rates, fees, rentals, charges and other income which comprise Revenues of the Water and Sewer Utility (collectively, the "Rate Instrument"); to enter into this Purchase Agreement, the Escrow Deposit Agreement and the Continuing Disclosure Agreement (collectively, the "Bond Documents"), to issue and deliver the Series 2017 Bonds as provided in this Purchase Agreement and the Bond Resolution, to apply the proceeds of the sale of the Series 2017 Bonds for the purposes described herein and in the Official Statement, to execute and deliver the Bond Documents, and to carry out and consummate the transactions contemplated by the aforesaid documents.
- (g) At meetings of the Commission that were duly called and at which a quorum was present and acting throughout, the Commission approved the execution and delivery of the Series 2017 Bonds and the Bond Documents; authorized the execution and delivery of the Official Statement; and authorized the use of the Official Statement in connection with the public offering of the Series 2017 Bonds. The City represents that it will have no bonds or other indebtedness outstanding that are secured by the Net Revenues, other than as described in the Official Statement. All conditions and requirements of the Bond

Resolution relating to the issuance of the Series 2017 Bonds have been complied with or fulfilled, or will be complied with or fulfilled on the date of Closing.

- (h) Since September 30, [2016], there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City or its Water and Sewer Utility other than as disclosed in the Official Statement and the City has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution or the Bond Documents, direct or contingent, other than as disclosed in the Official Statement.
- (i) No authorization, approval, consent or license of any governmental body or authority, not already obtained, is required for the valid and lawful execution and delivery by the City of the Series 2017 Bonds, the Bond Documents, the Official Statement, the adoption of the Bond Resolution and the adoption and/or enactment of the Rate Instrument, and the performance of its obligations thereunder or as contemplated thereby; provided, however, that no representation is made concerning compliance with the registration requirements of the federal securities laws or the securities or Blue Sky laws of the various states.
- (j) The City is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor, and the City has not served as a conduit issuer of bonds since such date.
- (k) Except as disclosed in the Official Statement, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of its knowledge, threatened: (i) contesting the corporate existence or powers of the Commission, or the titles of the officers of the Commission to their respective offices; (ii) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2017 Bonds or the collection of the Net Revenues, pledged to pay the principal of and interest on the Series 2017 Bonds in the manner and to the extent provided in the Bond Resolution, or the application of the proceeds of the Series 2017 Bonds or in which an unfavorable decision, ruling or finding would materially adversely affect the financial position of the City or the operations of its Water and Sewer Utility or the validity or enforceability of the Series 2017 Bonds, the Bond Resolution, the Rate Instrument or the Bond Documents; (iii) contesting in any way the completeness or accuracy of the Official Statement; (iv) adversely affect the exclusion of interest on the Series 2017 Bonds from gross income for federal income tax purposes; or (v) challenging the City's ownership or operation of the Water and Sewer Utility, nor, to the best knowledge of the City, is there any basis therefor.
- (l) When duly executed and delivered, the Series 2017 Bonds, and the Bond Documents will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the City, enforceable in accordance with their respective terms, except insofar as the enforcement thereof may be limited by bankruptcy, insolvency or similar laws relating to the enforcement of creditors' rights.
- (m) The City will furnish such information, execute such instruments and take such other action in cooperation with the Senior Managing Underwriter as the Senior Managing

Underwriter may reasonably request to: (i) qualify the Series 2017 Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Senior Managing Underwriter may designate; (ii) determine the eligibility of the Series 2017 Bonds for investment under the laws of such states and other jurisdictions; and (iii) continue such qualifications in effect so long as required for the distribution of the Series 2017 Bonds; provided that the City will not be required to qualify to do business or submit to service of process in any such jurisdiction.

- (n) The City has not been notified of any listing or the proposed listing of the City by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon.
- (o) Any certificate signed by any official of the City and delivered to the Underwriters will be deemed to be a representation by the City to the Underwriters as to the statements made therein.
- (p) The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide or cause to be provided to the MSRB certain annual financial information and operating data of the Water and Sewer Utility, and certain notices of material events, as more fully set forth in the Continuing Disclosure Agreement. A description of the undertaking will be set forth in the Official Statement.
- (q) The Financial Statements included in the Official Statement have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with that of the audited combined financial statements of the City and fairly present the financial condition and results of the operations of the City and the Water and Sewer Utility at the dates and for the periods indicated.
- (r) The City will provide to the rating agencies rating the Series 2017 Bonds appropriate periodic credit information necessary for maintaining the ratings on the Series 2017 Bonds.
- (s) Except as disclosed in the Official Statement, within the last five (5) years, the City has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City has agreed to undertake continuing disclosure obligations.
- (t) At the time of Closing, the City will be in compliance in all respects with the covenants and agreements contained in the Bond Resolution and no Event of Default, nor an event which, with the lapse of time or giving of notice, or both, would constitute an Event of Default under the Bond Resolution will have occurred or be continuing.
- (u) The City will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 2017 Bonds to be applied in a manner contrary to that provided for or permitted in the Bond Resolution and as described in the Official Statement.

- (v) No representation or warranty by the City in this Purchase Agreement, nor any statement, certificate, document or exhibit furnished to or to be furnished by the City pursuant to this Purchase Agreement contains, or will contain on the Closing date, any untrue statement of material fact.
- (w) Between the date of this Purchase Agreement and the date of Closing, the City will not, without the prior written consent of the Senior Managing Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, and the City will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City, other than (i) as contemplated by the Official Statement, or (ii) in the ordinary course of business.

### SECTION 3.

On or before the acceptance by the City of this Purchase Agreement, the Underwriters shall receive from the City certified copies of the Bond Resolution and the Rate Instrument.

### SECTION 4.

At 10:00 a.m. (Eastern Time) on \_\_\_\_\_, 2017, or at such earlier or later time or date as the parties hereto mutually agree upon (the "Closing"), the City will cause to be delivered to the Underwriters, at the offices of Squire Patton Boggs (US) LLP ("Bond Counsel"), in the City of Miami, Florida or at such other place upon which the parties hereto may agree, the documents mentioned in Section 5(b) of this Purchase Agreement and shall release the Series 2017 Bonds, in the form of one typewritten, fully registered bond with a CUSIP identification number thereon for each maturity of the Series 2017 Bonds, duly executed and authenticated and registered in the name of Cede & Co., as nominee for DTC, through the DTC FAST System to the Underwriters. At the Closing, the Underwriters shall evidence their acceptance of delivery of the Series 2017 Bonds and pay the purchase price of the Series 2017 Bonds as set forth in Section 1(a) of this Purchase Agreement.

### SECTION 5.

The Underwriters have entered into this Purchase Agreement in reliance upon the representations and agreements of the City herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of Closing. The City's and the Underwriters' obligations under this Purchase Agreement are and will be subject to the following further conditions:

- (a) at the time of Closing: (i) the Bond Resolution, the Rate Instrument and the Bond Documents will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Senior Managing Underwriter; (ii) the proceeds of the sale of the Series 2017 Bonds shall be applied as described in the Official Statement; and (iii) the Commission shall have duly adopted and there shall be in full force and effect, resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby;
- (b) at or prior to the Closing, the Underwriters shall receive the following documents:

- (i) the opinion of Bond Counsel with respect to the Series 2017 Bonds, dated the date of Closing, substantially in the form attached to the Official Statement as Appendix \_\_, either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them;
- (ii) a supplemental opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriters to the effect that: (A) they have reviewed the statements in the Official Statement under the captions "INTRODUCTION", "PURPOSE OF THE ISSUE", "DESCRIPTION OF THE SERIES 2017 BONDS" (except for information under the subheading "Book-Entry Only System" and "Discontinuance of Book-Entry Only System"), and "SECURITY AND SOURCES OF PAYMENT", and believe that, insofar as such statements purport to summarize certain provisions of the Series 2017 Bonds and the Bond Resolution, such statements present an accurate summary of such provisions; (B) they have reviewed the statements in the Official Statement under the caption "TAX MATTERS" and believe that such statements are accurate; and (C) the Series 2017 Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended (the "1933 Act") and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended (the "1939 Act"); and (D) to the effect that, in reliance upon the schedules prepared by RBC Capital Markets, LLC and verified by Integrity Public Finance Consulting LLC, the Refunded Bonds shall not be deemed to be Outstanding.
- (iii) the opinion of the Law Offices of Steve E. Bullock, P.A., Disclosure Counsel to the City, dated the date of Closing and either addressed to the Underwriters and the City or accompanied by a letter addressed to the Underwriters indicating that it may rely on said opinion as if it were addressed to them, in form and substance acceptable to the City and the Underwriters, (i) to the effect that nothing has come to its attention which leads it to believe that the Official Statement (except for the financial, statistical and demographic data and information in the Official Statement, including, without limitation, the appendices thereto, and the information relating to DTC, its operations and the book-entry system, as to which no opinion is expressed) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (ii) the Continuing Disclosure Agreement complies, in all material respects, with the requirements of Rule 15(c)2-12(b)(5);
- (iv) the opinion of Raul Aguila, Esq., Counsel to the City, dated the date of Closing and addressed to the Underwriters and the City, to the effect that: (A) the Commission is the governing body of the City and the City is validly existing as a municipality under the Act, with all corporate power necessary to conduct the operations described in the Official Statement and to carry out the transactions contemplated by this Purchase Agreement; (B) the City has obtained all governmental consents, approvals and authorizations necessary for execution and delivery of the Bond Documents, for issuance of the Series 2017 Bonds and

for execution and delivery of the Official Statement and consummation of the transactions contemplated thereby and hereby; (C) the City has full legal right, power and authority to pledge and grant a lien on the Net Revenues for the security of the Series 2017 Bonds on parity and equal status with the Parity Bonds; (D) the Commission has duly adopted the Bond Resolution and duly enacted and/or adopted the Rate Instrument and approved the form, execution, distribution and delivery of the Official Statement; (E) the Series 2017 Bonds and the Bond Documents have each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto, if any, each constitutes a valid and binding agreement of the City, enforceable in accordance with its terms; (F) the information in the Official Statement with respect to the City (excluding financial, statistical and demographic information and information relating to DTC, as to which no opinion need be expressed) is, to the best knowledge of such counsel after due inquiry with respect thereto, correct in all material respects and does not omit any matter necessary in order to make the statements made therein regarding such matters, in light of the circumstances under which such statements are made, not misleading, and, based on its participation as counsel to the City, such counsel has no reason to believe that the Official Statement (excluding financial, statistical and demographic information (and information relating to DTC) contained as of its date or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (G) except as disclosed in the Official Statement under the caption "LITIGATION," there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of knowledge of such counsel, threatened, against or affecting the Commission or the City challenging the validity of the Series 2017 Bonds, the Bond Resolution, the Rate Instrument, the Bond Documents, or any of the transactions contemplated thereby or by the Official Statement, or challenging the existence of the City or the respective powers of the several offices of the officials of the City or the titles of the officials holding their respective offices, or challenging the City's ownership or operation of the Water and Sewer Utility or the pledge of the Net Revenues for the payment of the Series 2017 Bonds in the manner and to the extent provided in the Bond Resolution, nor is there any basis therefor; (H) the execution and delivery of the Bond Documents and the issuance of the Series 2017 Bonds, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under, or result in the creation of a lien on any property of the City (except as contemplated therein) pursuant to any note, mortgage, deed of trust, indenture, resolution or other agreement or instrument to which the Commission or the City is a party, or any existing law, regulation, court order or consent decree to which the Commission or the City is subject;

- (v) a certificate, dated the date of Closing, signed on behalf of the City by the Mayor and the City Manager of the City, setting forth such matters as the Senior Managing Underwriter may reasonably require, including that each of the

representations of the City contained in Section 2 hereof were true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the date of Closing as if made on such date; and stating that to the best of their knowledge, no event affecting the City, the 2017 Project, the refunding of the Refunded Bonds, the Water and Sewer Utility or the Series 2017 Bonds has occurred since the date of the Official Statement which should be disclosed therein for the purpose for which it is used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the date of Closing;

- (vi) a customary signature certificate, dated the date of Closing, signed on behalf of the City by the City Clerk of the City;
- (vii) evidence satisfactory to the Senior Managing Underwriter that the requirements of Sections 209 and 210 of the Bond Resolution have been satisfied;
- (viii) letters from Moody's Investors Service, Inc. ("Moody's"), Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings ("S&P") addressed to the City, to the effect that the Series 2017 Bonds have been assigned ratings of "\_\_\_", "\_\_\_" and "\_\_\_", respectively, which ratings shall be in effect as of the Closing date;
- (ix) a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Bond Registrar;
- (x) copies of the Blue Sky Survey and Legal Investment Survey, if any, prepared by Counsel to the Underwriters, indicating the jurisdictions in which the Series 2017 Bonds may be sold in compliance with the "blue sky" or securities laws of such jurisdictions;
- (xi) an executed copy of the Escrow Deposit Agreement;
- (xii) an executed copy of the Continuing Disclosure Agreement;
- (xiii) such additional documents as may be required by the Bond Resolution to be delivered as a condition precedent to the issuance of the Series 2017 Bonds;
- (xiv) an executed copy of a letter from the Financial Feasibility Consultant consenting to the references to them in the Official Statement and inclusion of its Financial Feasibility Report attached as Appendix \_\_\_ to the Official Statement;
- (xv) an executed copy of a letter from the Consulting Engineers consenting to the references to them in the Official Statement and inclusion of its Report of Consulting Engineer attached as Appendix \_\_\_ to the Official Statement;
- (xvi) an executed copy of certificates of each of the Public Works Director, the Financial Feasibility Consultant and the Consulting Engineers to the effect that the information contained in the Official Statement is accurate and does not omit

to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

- (xvii) the Verification Report of Integrity Public Finance Consulting LLC verifying the mathematical accuracy of the computations contained in the schedules prepared by RBC Capital Markets, Inc. with respect to the defeasance of the Series 2000 Bonds and the yield on the Series 2017 Bonds and the securities held under the Escrow Deposit Agreement; and
- (xviii) such additional legal opinions, proceedings, instruments and other documents as the Senior Managing Underwriter, Underwriters' Counsel or Bond Counsel may reasonably request.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, in the reasonable judgment of the Senior Managing Underwriter and Underwriters' Counsel, they are satisfactory in form and substance.

#### **SECTION 6.**

If the City shall be unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Agreement or if the Underwriters' obligations are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and the Underwriters and the City shall have no further obligation hereunder, except that the respective obligations of the parties hereto provided in Section 7 hereof shall continue in full force and effect and the City shall return the Good Faith Deposit as provided in Section 1(b).

#### **SECTION 7.**

- (a) The following costs and expenses relating to the transaction contemplated or described in this Purchase Agreement shall be borne and paid by the City regardless of whether the transaction contemplated herein shall close: printing of Series 2017 Bonds; printing or copying of closing documents (including the Preliminary Official Statement and the Official Statement) in such reasonable quantities as the Underwriters may request; fees and disbursements of Bond Counsel; fees and disbursements of the City's Financial Advisor; any accounting fees; the Bond Registrar fees; fees of the rating agencies; and the cost of preparing the verification report, if any; and any other fees as described in Schedule A-1 hereto. The City shall pay any expenses incurred by the Underwriters on behalf of the City and its staff in connection with the marketing, issuance and delivery of the Series 2017 Bonds, including, but not limited to, meals, transportation and lodging of the City's employees and representatives; the City's obligations in regard to these expenses survive even if the underlying transaction fails to close or consummate.
- (b) The Underwriters will pay: (i) the fees and disbursements of Underwriters' Counsel; (ii) all advertising expenses in connection with the public offering of the Series 2017 Bonds; and (iii) the cost of preparing, printing and distributing the Blue Sky and Legal Investment Surveys, if any, and the filing fees required by the "blue sky" laws of various jurisdictions.

## SECTION 8.

The City acknowledges and agrees that (i) the purchase and sale of the Series 2017 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriters; (ii) in connection with such transaction, including the process leading thereto, the Underwriters are acting solely as a principal and not as an agent or a fiduciary of the City; (iii) the Underwriters have neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Series 2017 Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, have advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriters have financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2017 Bonds.

## SECTION 9.

The Underwriters shall have the right to cancel their obligations hereunder by if the Senior Managing Underwriter notifies the City in writing of their election to do so between the date hereof and the Closing if, at any time hereafter and on or prior to the Closing:

- (a) A committee of the House of Representatives or the Senate of the Congress of the United States or the legislature of the State of Florida shall have pending before it legislation, or a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States of America, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States of America for passage by the President of the United States of America, or be enacted by the Congress of the United States of America, or an announcement or a proposal for any such legislation shall be made by a member of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States of America or the Tax Court of the United States of America shall be rendered, or a ruling, regulation, or order of the Treasury Department of the United States of America or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal or state income taxation, or any other event shall have occurred which results in or proposes the imposition of federal or state income taxation, upon revenues or other income of the general character to be derived by the City, any of its affiliates, state and local governmental units or by any similar body or upon interest received on obligations of the general character of the Series 2017 Bonds which, in the Senior Managing Underwriter's opinion, materially and adversely affects the market price of the Series 2017 Bonds.
- (b) Any legislation, ordinance, rule, or regulation shall be introduced in or be enacted by any governmental body, department, or agency of the United States or of any state, or a decision by any court of competent jurisdiction within the United States or any state shall be rendered which, in the Senior Managing Underwriter's reasonable opinion, materially adversely affects the market

price or marketability of the Series 2017 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2017 Bonds.

- (c) A stop order, ruling, regulation, or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, or sale of obligations of the general character of the Series 2017 Bonds, or the issuance, offering, or sale of the Series 2017 Bonds, including all the underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provisions of the federal securities laws as amended and then in effect, including without limitation the registration provisions of the 1933 Act, or the registration provisions of the Securities Exchange Act of 1934 (the "1934 Act"), or the qualification provisions of the 1939 Act.
- (d) Legislation shall be introduced by amendment or otherwise in, or be enacted by, the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered to the effect that obligations of the general character of the Series 2017 Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act, or with the purpose or effect of otherwise prohibiting the issuance, offering, or sale of obligations of the general character of the Series 2017 Bonds, as contemplated hereby or by the Official Statement.
- (e) Any event shall have occurred, or information shall have become known, which, in the Senior Managing Underwriter's reasonable opinion, makes untrue in any material respect any representation by or certificate of the City hereunder, or any statement or information furnished to the Underwriters by the City for use in connection with the marketing of the Series 2017 Bonds or any material statement or information contained in the Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that the City shall be granted a reasonable amount of time in which to cure any such untrue or misleading statement or information.
- (f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.
- (g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, a general suspension of trading or, as to Series 2017 Bonds or obligations of the general character of the Series 2017 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or a change to the net capital requirements of, the Underwriters.
- (h) A general banking moratorium or suspension or limitation of banking services shall have been established by federal, Florida or New York authorities or a major financial crisis or material

disruption in commercial banking or securities settlement or clearance services shall have occurred.

- (i) Any proceeding shall be pending, or to the knowledge of the Underwriters, threatened, to restrain, enjoin, or otherwise prohibit the issuance, sale, or delivery of the Series 2017 Bonds by the City or the purchase, offering, sale, or distribution of the Series 2017 Bonds by the Underwriters, or for any investigatory or other proceedings under any federal or state securities laws or the rules and regulations of FINRA relating to the issuance, sale, or delivery of the Series 2017 Bonds by the City or the purchase, offering, sale, or distribution of the Series 2017 Bonds by the Underwriters.
- (j) There shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any national or international calamity or crisis, the effect of such outbreak, escalation, declaration, calamity or crisis being such as would cause a major disruption in the municipal bonds market and as, in the reasonable judgment of the Senior Managing Underwriter, would materially adversely affect the market price or marketability of the Series 2017 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2017 Bonds.
- (k) Prior to Closing, any of the rating agencies which have rated the Series 2017 Bonds shall inform the City or the Underwriters that the Series 2017 Bonds will be rated lower than the respective rating published in the Official Statement or there shall have occurred or any notice shall have been given of any downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any Bonds.
- (l) There shall have occurred, after the signing hereof, either a financial crisis with respect to the City or any agency or political subdivision thereof or proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the City, in either case the effect of which, in the reasonable judgment of the Senior Managing Underwriter, is such as to materially and adversely affect the market price or the marketability of the Series 2017 Bonds or the ability of the Underwriters to enforce contracts of the sale of the Series 2017 Bonds.

#### **SECTION 10.**

Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing as follows:

To the City at:

City of Miami Beach, Florida  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: John Woodruff, Chief Financial Officer

To the Underwriters (as the Senior Managing Underwriter, the representative on behalf of the Underwriters) at:

Raymond James & Associates, Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Attention: Betsy Hedden-Shafer, Managing Director

**SECTION 11.**

This Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

**SECTION 12.**

All the representations, warranties and agreements of the Underwriters and the City in this Purchase Agreement shall remain operative and in full force and effect and shall survive delivery of and payment for the Series 2017 Bonds hereunder regardless of any investigation made by or on behalf of the Underwriters.

**SECTION 13.**

This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION 14.**

This Purchase Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement; such counterparts may be delivered by facsimile transmission.

[Signature Page to Follow]

If the foregoing is acceptable to you, please sign below and this Purchase Agreement will become a binding agreement between the City and the Underwriters.

Very Truly Yours,

RAYMOND JAMES & ASSOCIATES, INC., on behalf of  
itself and STIFEL, NICOLAS & COMPANY, INC. AND  
LOOP CAPITAL MARKETS LLC

By: \_\_\_\_\_

Name: Betsy Hedden-Shafer

Title: Managing Director

Accepted and confirmed as of the date  
first above written:

CITY OF MIAMI BEACH, FLORIDA

By: \_\_\_\_\_

Name: Philip Levine

Title: Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

Paul Aquila      9/5/17  
City Attorney      Date  
RAP

**EXHIBIT A**

**(Disclosure and Truth-in-Bonding Statement)**

\$ \_\_\_\_\_

CITY OF MIAMI BEACH, FLORIDA  
Water and Sewer Revenue and Revenue Refunding Bonds,  
Series 2017

\_\_\_\_\_, 2017

Mayor and City Commission  
City of Miami Beach, Florida  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Ladies and Gentlemen:

In connection with the proposed execution and delivery of the \$ \_\_\_\_\_ City of Miami Beach, Florida Water and Sewer Revenue and Revenue Refunding Bonds, Series 2017 (the "Series 2017 Bonds"), Raymond James & Associates, Inc. (the "Senior Managing Underwriter"), acting on behalf of itself Stifel, Nicolas & Company, Inc. and Loop Capital Markets LLC (collectively, with the Senior Managing Underwriter, the "Underwriters"), has agreed to underwrite a public offering of the Series 2017 Bonds. Arrangements for underwriting the Series 2017 Bonds will include a Bond Purchase Agreement between the City of Miami Beach, Florida (the "City") and the Underwriters which will embody the negotiations in respect thereof (the "Purchase Agreement").

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the underwriting of the Series 2017 Bonds as follows:

- (a) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2017 Bonds are set forth in schedule A-1 attached hereto.
- (b) No person has entered into an understanding with the Underwriters or, to the knowledge of the Underwriters, with the City for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in connection with the purchase of the Series 2017 Bonds by the Underwriters.
- (c) The total underwriting spread is \$ \_\_\_\_\_ (\$ \_\_\_\_\_/\$1,000 of Bonds).
- (d) The Management Fee is \$ \_\_\_\_\_ (\$ \_\_\_\_\_/\$1,000 of Bonds).
- (e) The Underwriters' Expenses are \$ \_\_\_\_\_ (\$ \_\_\_\_\_/\$1,000 of Bonds).

(f) No other fee, bonus or other compensation has been or will be paid by the Underwriters in connection with the issuance of the Series 2017 Bonds to any person not regularly employed or retained by the Underwriters, except Underwriters' Counsel, Bryant Miller Olive P.A., as shown on Schedule A-1 hereto, including any "finder" as defined in Section 218.386(1)(a), Florida Statutes, as amended.

(g) The names and addresses of the Underwriters are:

Raymond James & Associates, Inc.  
880 Carillon Parkway  
St. Petersburg, Florida 33716  
Attention: Betsy Hedden-Shafer

Stifel, Nicolas & Company, Inc.  
111 North Magnolia Avenue, Suite 1175  
Orlando, Florida 32801  
Attention: Margaret Lezcano

Loop Capital Markets LLC  
Wall Street Plaza  
88 Pine Street, 25th Floor  
New York, NY 10005  
Attention: Carlos Desmaras

(h) The City is proposing to issue \$\_\_\_\_\_ principal amount of the Series 2017 Bonds, as described in the Official Statement dated \_\_\_\_\_, 2017 relating to the Series 2017 Bonds (the "Official Statement"). These obligations are expected to be repaid over a period of approximately \_\_\_\_\_ years. At a true interest cost rate of \_\_\_\_\_%, total interest paid over the life of the Series 2017 Bonds will be \$\_\_\_\_\_. Proceeds of the Series 2017 Bonds will provide funds, together with other available funds, to (i) pay the costs of certain improvements to the City's Water and Sewer Utility, (ii) refund the City's outstanding Water and Sewer Revenue Bonds, Series 2000, Water and Sewer Revenue Bonds, Taxable Series 2006B-2 and Water and Sewer Revenue Bonds, Taxable Series 2006E, and (iii) pay costs of issuance of the Series 2017 Bonds.

(i) The anticipated source of repayment or security for the Series 2017 Bonds is the Net Revenues (as defined in the Bond Resolution, which in turn is defined in the Purchase Agreement). Authorizing these obligations will result in an average annual amount of approximately \$\_\_\_\_\_ (total debt service divided by \_\_\_\_\_ years) of the aforementioned funds not being available each year to finance the other services of the City over a period of approximately \_\_\_\_\_ years, with respect to the Series 2017 Bonds.

[Remainder of page intentionally left blank]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes, as amended.

Very Truly Yours,

RAYMOND JAMES & ASSOCIATES, INC., on behalf of  
itself and STIFEL, NICOLAS & COMPANY, INC. AND  
LOOP CAPITAL MARKETS LLC

By: \_\_\_\_\_

Name: Betsy Hedden-Shafer

Title: Managing Director

**SCHEDULE "A-1"**  
**DETAILED BREAKDOWN OF UNDERWRITERS' DISCOUNT**

\$ \_\_\_\_\_

CITY OF MIAMI BEACH, FLORIDA  
Water and Sewer Revenue and Revenue Refunding Bonds,  
Series 2017

**EXHIBIT B**

\$ \_\_\_\_\_

**CITY OF MIAMI BEACH, FLORIDA  
Water and Sewer Revenue and Revenue Refunding Bonds,  
Series 2017**

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS AND PRICES**

\$ \_\_\_\_\_ Serial Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%	%	

\$ \_\_\_\_\_ % Term Bond Due September 1, \_\_\_\_\_; Yield \_\_\_\_\_%; Price \_\_\_\_\_

**Redemption Provisions**

Optional Redemption

[TO COME]

Mandatory Sinking Fund Redemption

[TO COME]

EXHIBIT C

\$ \_\_\_\_\_  
CITY OF MIAMI BEACH, FLORIDA  
Water and Sewer Revenue and Revenue Refunding Bonds,  
Series 2017

**ISSUE PRICE CERTIFICATE**

Raymond James & Associates, Inc. ("Raymond James"), for itself and as representative of the Underwriters (collectively, the "Underwriting Group") for the bonds identified above (the "Issue"), issued by the City of Miami Beach, Florida (the "Issuer"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price.**

**[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):**

(A) As of the date of this certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated [\_\_\_\_], 2017, for the Issue (the "Sale Price" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is \$[\_\_\_\_\_] (the "Issue Price").]

**[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii)):**

(A) As of the date of this certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "Sale Price" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, the Underwriting Group offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated [\_\_\_\_], 2017, for the Issue (the "Initial Offering Prices" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any

Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is \$[\_\_\_\_\_] (the "Issue Price").]

**[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):**

(A) The Underwriting Group offered, on or before the Sale Date, each Maturity of the Issue to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated [\_\_\_\_], 2017, for the Issue (the "Initial Offering Prices"). A copy of the pricing wire or equivalent communication for the Issue is attached to this certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is \$[\_\_\_\_\_] (the "Issue Price").

(B) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Issue, they would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Issue at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.]

[(B),(E), or (C)] Definitions. [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of "Holding Period" and "Sale Date."]

["Holding Period" means, for each Hold-the-Offering-Price Maturity of the Issue, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (DATE), 2017, or (ii) the date on which the Underwriters have sold at least 10% of such Maturity of the Issue to the Public at a price that is no higher than the Initial Offering Price for such Maturity.]

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

["Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Issue. The Sale Date of the Issue is DATE], 2017.]

"Underwriter" means (i) any person that agrees pursuant to a written contract with the

Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Issuer's Tax Compliance Certificate or in Attachment A to it.

(2) **Yield.** Using a methodology acceptable to Bond Counsel, we have calculated the Yield on the Issue to be \_\_\_\_%. We understand "Yield" as being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1) [computed with the adjustments stated in paragraphs (8) and (9)].

(3) **Weighted Average Maturity.** Using a methodology acceptable to Bond Counsel, we have calculated the weighted average maturity (defined below) of the Issue to be \_\_\_\_\_ years, and the remaining weighted average maturity of the Advance Refunded Bonds to be \_\_\_\_ years. We understand the "weighted average maturity" of an issue to be equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire Issue.

(4) **Underwriter's Discount.** The Underwriter's discount is \$\_\_\_\_\_, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by Raymond James to the Issuer for the Issue.

[additional paragraphs to be inserted for Reserve Fund and Bond Insurance, if applicable]

[(7) **Discount Maturities Subject to Mandatory Early Redemption.** No Maturity that is subject to mandatory early redemption has a stated redemption price that exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of years to its weighted average maturity date.]

[Or]

[(7) **Discount Maturities Subject to Mandatory Early Redemption.** The stated redemption price at maturity of the Maturities that mature in the year[s] 20\_\_, which Maturities are the only Maturities of the Issue that are subject to mandatory early redemption [revise as appropriate], exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturities by more than one-fourth of 1% multiplied by the product of the stated redemption price at maturity and the number of years to the weighted average maturity date of such Maturities. Accordingly, in computing the Yield on the Issue stated in paragraph (2), those Maturities were treated as redeemed on each mandatory early redemption date at their present value rather than at their stated principal amount.]

[(8) **Premium Maturities Subject to Optional Redemption.** No Maturity:

- Is subject to optional redemption within five years of the Issuance Date of the Issue.
- That is subject to optional redemption has an Initial Offering Price or Sale Price, as applicable, that exceeds its stated redemption price at maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date.]

[Or]

[(8) **Premium Maturities Subject to Optional Redemption.** The Maturities that mature in the year[s] 20\_\_ are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.]

[Or]

[(7) **No Discount or Premium Maturities.** No Maturity was sold at an original issue discount or premium.]

(8 or 9) **No Stepped Coupon Maturities.** No Maturity bears interest at an increasing interest rate.

The signer is an officer of Raymond James and duly authorized to execute and deliver this Certificate of Raymond James for itself and as representative of the Underwriting Group. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: \_\_\_\_\_, 2017

RAYMOND JAMES & ASSOCIATES, INC., ACTING ON  
BEHALF OF ITSELF AND STIFEL, NICOLAS &  
COMPANY, INC. AND LOOP CAPITAL MARKETS LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

[NOTE: If the general rule is used for each Maturity (i.e., actual sales of at least 10% of each Maturity), there is no schedule to attach if the initial offering prices set forth in the Official Statement for the Issue are the first prices at which at least 10% of each Maturity is sold. Otherwise, attach a schedule that shows the first price at which at least 10% of each Maturity was sold.]

**[EITHER]**

[If the issue price is determined using a combination of the general rule (actual sales) and hold-the-offering-price rule:

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**  
*(Attached)*

[NOTE: With respect to each General Rule Maturity of the Issue whose Sale Price is not the Initial Offering Price, Schedule A should include each such Maturity's (i) maturity date, (ii) principal amount, (iii) coupon, and (iv) sale price (either as a stated amount, a percentage of a par, or as based on the yield of the Maturity). With respect to each Hold-the-Offering-Price Maturity of the Issue, each such Maturity should be referred to in Schedule A with reference to the final official statement for the Issue. For example, "The Hold-the-Offering Price Maturities are those Maturities of the Issue set forth on the [inside] cover of the final Official Statement, dated [\_\_\_\_], for the Issue that mature in the year[s] [\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_]."]

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*

**[OR]**

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

**SCHEDULE A**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**  
*(Attached)*