BOND PURCHASE AGREEMENT

$_____
City of Riviera Beach Utility Special District
Water and Sewer Revenue Bonds, Series 2016

August __, 2016

Chairperson and Members of the
Board of Directors of the
City of Riviera Beach
Utility Special District
Riviera Beach, Florida

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the "Representative"), acting on behalf of itself and on behalf of Siebert Brandford Shank & Co., L.L.C. (collectively, including the Representative, the "Underwriters"), offers to enter into the following agreement (this "Agreement") with the City of Riviera Beach Utility Special District (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 11:00 p.m., EDT, on August __, 2016, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings as set forth in the Resolution (as defined herein) or in the Official Statement (as defined herein).

1. **Purchase and Sale of the Series 2016 Bonds**. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's Water and Sewer Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). The purchase price for the Series 2016 Bonds shall be $_____ ($_____ par amount of Series 2016 Bonds [plus/less] $_____ [net] original issue [premium/discount] less $_____ underwriting discount).

The principal amount of the Series 2016 Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule I attached hereto. The Series 2016 Bonds are authorized pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 166 and

Chapter 189, Florida Statutes, Ordinance No. 2972 of the City of Riviera Beach, Florida enacted on June 16, 2004, the Charter of the Issuer and Resolution No. 11-14UD adopted by the Board of Directors of the Issuer (the "Board") on July 2, 2014 (the "Bond Resolution"), as supplemented by Resolution No. __-16UD adopted by the Board on August 1, 2016 (the "Series 2016 Supplemental Resolution" and, together with the Bond Resolution, the "Resolution"), and other applicable provisions of law (collectively, the "Act"). The Series 2016 Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Resolution.

The proceeds of the Series 2016 Bonds will be used for the purpose of (i) financing the cost of the acquisition, construction and equipping Series 2016 Project, and (ii) paying the costs of issuance of the Series 2016 Bonds, [including the premiums for the Bond Insurance Policy].

The principal of, premium, if any, and interest on the Series 2016 Bonds will be payable from and will be secured by a lien upon and pledge of (i) Net Revenues of the System, and (ii) until applied in accordance with the Resolution, all moneys, including investments thereof, in the funds and accounts created under the Resolution except the Rebate Fund (the "Pledged Funds").

Delivered to you herewith, as a good faith deposit, is a check from the Representative payable to the order of the Issuer in the amount of $_____ as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2016 Bonds at Closing (as hereinafter defined) in accordance with the provisions of this Agreement. In the event you do not accept this offer, such check shall immediately be returned to the Representative. In the event you accept this offer, such check shall be held uncashed until Closing as security for the performance by the Underwriters of their obligations to accept and pay for the Series 2016 Bonds at the Closing, and, in the event of their compliance with such obligations, such check shall be returned to the Representative at the Closing. If the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2016 Bonds at the Closing as provided herein, the proceeds may be retained by the Issuer as full liquidated damages for the failure of the Underwriters to accept and pay for the Series 2016 Bonds at Closing and for any and all defaults hereunder on the part of the Underwriters, and the retention of such amounts shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults hereunder on the part of the Underwriters, it being understood by both the Issuer and the Underwriters that actual damages in such circumstances may be difficult or impossible to compute.

In the event that the Issuer fails to deliver the Series 2016 Bonds at the Closing, or if the Issuer is unable at or prior to the Closing to satisfy or cause to be satisfied the conditions to the obligations of the Underwriters contained in this Agreement, or if the obligations of the Underwriters contained herein shall be cancelled or terminated for any reason permitted by this Agreement, the Issuer shall be obligated to immediately return such check to the Underwriters and such return shall constitute a full release and discharge of all claims by the Issuer and the Underwriters arising out of the transaction contemplated herein except for the respective obligations of the Issuer and the Underwriters set forth in Section 8 below.

2. **Public Offering**. The Underwriters agree to make a bona fide public offering of all of the Series 2016 Bonds at a price not to exceed the public offering price set forth on the

inside cover of the Official Statement (as defined herein) and, after the initial public offering, may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Series 2016 Bonds to certain dealers (including dealers depositing the Series 2016 Bonds into investment trusts) and others at prices lower than the public offering price stated on the inside cover of the Official Statement.

3. **The Official Statement.**

(a) The Preliminary Official Statement dated August __, 2016 (the "Preliminary Official Statement") has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Series 2016 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2016 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(b) The Issuer hereby authorizes the Official Statement dated as of the date hereof (the "Official Statement") and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Series 2016 Bonds. The Issuer consented to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2016 Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than the earlier of two business days prior to the date of Closing or seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Issuer shall execute the Official Statement by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by the Rule, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Issuer's Disclosure Counsel and reasonably acceptable to the Representative. The Issuer hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in such form as shall be requested by the Representative to permit the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission.

(c) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the Series 2016 Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is

necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriters (and for the purposes of this clause provide the Underwriters with such information as it may from time to time reasonably request), and if, in the opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Issuer's Disclosure Counsel and reasonably acceptable to the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriters may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriters hereby agree to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Representative, the Issuer may assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

(e) In order to assist the Underwriters in complying with the Rule, the Issuer has agreed, pursuant to the Series Resolution, to provide annual financial information and notices of the occurrence of specified events (the "Undertaking"). The Undertaking is set forth in Section 13 of the Series Resolution, a form of which is attached as an appendix to the Preliminary Official Statement and the Official Statement

4. **Representations, Warranties and Covenants of the Issuer**. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a public body corporate organized as a dependent special district within the meaning of Chapter 189, Florida Statutes, as amended and supplemented, and has full legal right, power and authority under the Act (i) to enter into, execute and deliver this Agreement, and all documents required hereunder and under the Series Resolution to be executed and delivered by the Issuer (collectively, the "Issuer Documents"), (ii) to adopt the Bond Resolution and the Series Resolution; (iii) to sell, issue and deliver the Series 2016 Bonds to the Underwriters as provided herein; and (iv) to carry out and consummate the transactions contemplated by the Issuer Documents, the Resolution and the Official Statement and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents and the Resolution as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Resolution and the issuance and sale of the Series 2016 Bonds, (ii) the approval, execution, delivery, and the performance by the Issuer of the obligations on its part contained in the Series 2016 Bonds, the Resolution and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Resolution, and the Issuer Documents and any and all such other agreements and documents as may be required to be

executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Series 2016 Bonds, when issued, delivered and paid for, in accordance with the Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2016 Bonds as aforesaid, the Resolution will provide, for the benefit of the holders, from time to time, of the Series 2016 Bonds, the legally valid and binding pledge of and lien on the Pledged Funds it purports to create as set forth in the Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Series 2016 Bonds and the Issuer Documents, the adoption of the Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a material breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are 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 property or assets of the Issuer to be pledged to secure the Series 2016 Bonds or under the terms of any such law, regulation or instrument, except as provided by the Series 2016 Bonds and the Resolution;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, the Resolution and the Series 2016 Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2016 Bonds;

(f) The Issuer has reviewed the information in the Preliminary Official Statement. Except for the information provided therein related to the Underwriters, The Depository Trust Company, New York, New York ("DTC"), the book-entry only system of registration, [the Insurer, or the information contained under the caption "MUNICIPAL BOND INSURANCE,"]

the information contained under the caption ‘‘TAX MATTERS” and the information provided by the Underwriters, as to which no view is expressed by the Issuer, the Preliminary Official Statement was, as of the date thereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, subject to the exceptions in the preceding sentence, any amendments or supplements to the Official Statement prepared and furnished by the Issuer 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.

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the collection of the Pledged Funds pursuant to the Resolution or in any way contesting or affecting the validity or enforceability of the Series 2016 Bonds, the Issuer Documents, the Resolution or contesting the exclusion from gross income of interest on the Series 2016 Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Series 2016 Bonds, the adoption of the Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2016 Bonds, the Resolution or the Issuer Documents;

(h) If the Official Statement is supplemented or amended pursuant to this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to this Agreement) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any 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;

(i) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Series 2016 Bonds as provided in and subject to all of the terms and provisions of the Resolution and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2016 Bonds;

(j) The Issuer will furnish such information, execute such instruments and take such action in cooperation with the Underwriters as the Underwriters may reasonably request (A) to (y) qualify the Series 2016 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (z) determine the eligibility of the Series 2016 Bonds for investment under

the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Series 2016 Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriters immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Series 2016 Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(k) The financial statements of, and other financial information regarding, the Issuer in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. Except as otherwise disclosed in the Official Statement, the Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) The Series 2016 Bonds, the Resolution and the Issuer Documents conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(m) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation by the Issuer to the Underwriters as to the statements made therein;

(n) Except as otherwise disclosed in the Official Statement, the Issuer has not been in default at any time on or after December 31, 1975, as to principal or interest with respect to any obligation issued or guaranteed by the Issuer (except with respect to conduit issues for which the Issuer has no responsibility and as to which no representation is made);

(o) The Undertaking set forth in the Series Resolution complies with the requirements set forth in the Rule; and

(p) Except as otherwise disclosed in the Official Statement, the Issuer has been in compliance during the previous five years with its continuing disclosure obligations in accordance with the Rule.

5. **Closing.**

(a) At 11:00 a.m. ET, on September __, 2016, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriters (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Series 2016 Bonds to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series 2016 Bonds as set forth in Section 1 of this Agreement by wire transfer or other form of payment acceptable to the Issuer, payable in immediately available funds to the order of the Issuer. Payment for the Series 2016 Bonds as

aforesaid shall be made at the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Series 2016 Bonds shall be made to DTC. The Series 2016 Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Series 2016 Bonds, registered in the name of Cede & Co., all as provided in the Resolution, and shall be made available to the Underwriters at least one business day before the Closing for purposes of inspection.

6. **Closing Conditions**. The Representative has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative.

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents, the Resolution and the Series 2016 Bonds shall be in full force and effect in the form heretofore approved by the Underwriters and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution and the Series Resolution each shall have been duly adopted by the Issuer and the Issuer shall have duly executed and delivered and the Registrar shall have duly authenticated the Series 2016 Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the Issuer, in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Series 2016 Bonds on the terms and in the manner contemplated in the Official Statement;

(f) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Representative;

(g) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the Chairperson of the Board and the Finance Director/Chief Financial Officer of the District, or such other duly authorized officials of the District, and the reports and audits referred to or appearing in the Official Statement;

(2) Certified copies of the Bond Resolution and the Series Resolution, with such supplements or amendments as may have been agreed to by the Representative;

(3) The approving opinion of Bond Counsel with respect to the Series 2016 Bonds, in substantially the form attached to the Official Statement;

(4) A supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) The statements and information contained in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2016 BONDS" (except for the information regarding DTC and information contained under the subheading "Book-Entry Only System" therein), "SECURITY AND SOURCES OF PAYMENT," and "TAX MATTERS," insofar as the same purport to describe the Resolution, the Series 2016 Bonds and the tax status thereof, fairly and accurately summarized the matters purported to be summarized therein; and

(ii) The Series 2016 Bonds are not subject to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(5) An opinion, dated the date of the Closing and addressed to the Issuer, with a reliance letter to the Underwriters, of Disclosure Counsel, to the effect that:

based upon their participation in the preparation of the Official Statement as Disclosure Counsel and their participation at conferences at which the Official Statement was discussed, and in reliance upon the accuracy of the information in certificates of various officials of the Issuer delivered in connection with the issuance of the Series 2016 Bonds, but without having undertaken any independent investigation of such information to determine the accuracy, completeness or fairness thereof, nothing has come to such counsel's attention which leads them to believe that the Official Statement 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 (except for any information regarding DTC and its Book-Entry System, [the Insurer or the Bond Insurance Policy,] the Underwriters, or of any financial and other statistical data included in the Official Statement, including but not limited to any appendices, schedules and exhibits thereto, in each case as to which no view need be expressed);

(6) An opinion, dated the date of the Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect:

(i) based upon their participation in the preparation of the Official Statement as Underwriters' Counsel and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding DTC and its Book-Entry System, [Insurer and Bond Insurance Policy] in each case as to which no view need be expressed); (ii) the Series 2016 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the Undertaking set forth in the Series Resolution satisfies the requirements in S.E.C. Rule 15c2-12(b)(5); and (iv) with respect to such other matters as the Underwriters may reasonably require;

(7) An opinion of Andrew DeGraffenreidt, Esq., the City of Riviera Beach City Attorney ("Issuer's Counsel"), addressed to the Issuer, Bond Counsel and the Underwriters, to the effect that:

(i) The Issuer is a public body corporate organized as a dependent special district within the meaning of Chapter 189, Florida Statutes, as amended and supplemented, with full power and authority to consummate all transactions contemplated by the Issuer Documents, the Resolution and the Series 2016 Bonds and any and all other agreements relating thereto, to which the Issuer is a party.

(ii) The Issuer Documents have been duly and validly authorized, executed and delivered by the Issuer and constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and by the availability of equitable remedies.

(iii) To the best of his knowledge, all approvals, consents and orders or any filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Series 2016 Bonds or the execution and delivery of or the performance by the Issuer of its obligations under the Issuer Documents, the Resolution and the Series 2016 Bonds have been obtained or made and any consents, approvals and orders so received or filings so made are in full force and effect; provided, however that no representation is made concerning compliance with the federal securities laws or the securities or Blue Sky laws of the various states.

(iv) The adoption and performance by the Issuer of the Resolution and the authorization, execution, delivery and performance of the Issuer Documents and the Series 2016 Bonds and any other agreement or instrument to which the Issuer is a party, used or contemplated for use in consummation of the transactions contemplated by the Issuer Documents or by the Official Statement, and compliance with provisions of each such instrument, do not and will not conflict with, or constitute or result in a violation or breach of or a default under, the Constitution of the State of Florida, or any existing law, administrative regulation, rule, decree or order, state or federal, or, to the best of his knowledge, a material provision of any agreement, indenture, mortgage, lease, note or other agreement or instrument to which the Issuer or its properties or any of the officials of the Issuer as such is subject or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the revenues, property or assets of the Issuer, including without limitation the Pledged Funds, under the terms of the Constitution of the State of Florida, any law or, to the best of her knowledge, any instrument or agreement.

(v) The Issuer has duly authorized the distribution by the Underwriters of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement.

(vi) Except as otherwise described in the Official Statement, no litigation or other proceedings are pending or, to the best of his knowledge, threatened in any court or other tribunal, state or federal (a) restraining or enjoining, or seeking to restrain or enjoin, the issuance sale, execution or delivery of any of the Series 2016 Bonds, the execution, delivery and performance of the Issuer Documents or (b) in any way questioning or affecting (i) the validity or enforceability of the Series 2016 Bonds, or (ii) any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2016 Bonds, or (iii) the adoption of the Resolution, or (iv) the pledge of the Pledged Funds pursuant to the Resolution for the purposes described in the Official Statement, or (v) the existence or powers of the Issuer, or (vi) the title to office of the members of the Board of Directors of the Issuer; or (c) in any way questioning or affecting the authority for the issuance and sale of the Series 2016 Bonds, or of any provision, program or transactions made or authorized for their payment; or (d) questioning or affecting the power and authority of the Issuer to issue the Series 2016 Bonds, adopt the Resolution, and collect the Gross Revenues or Impact Fees, or

undertake any other transactions contemplated by the Official Statement; or (e) which would have a material adverse effect upon the operations of the Issuer or the contemplated use of the proceeds of the Series 2016 Bonds.

(vii) With respect to the information contained in the Official Statement, other than information regarding DTC and its Book-Entry System, [the Insurer and its Bond Insurance Policy,] the Underwriters and financial, engineering and statistical data included therein (as to which no opinion need be expressed), based upon his review of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the contents of the Official Statement, he has no reason to believe that the information contained in the Official Statement relating to legal matters 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 made therein, in light of the circumstances under which they were made, not misleading.

(viii) The Bond Resolution and the Series Resolution were each duly adopted at a meeting of the Issuer which was called and held pursuant to law and in accordance with all applicable open meeting laws and at which a quorum was present and acting at the time of the adoption of the Bond Resolution and the Series Resolution, respectively, and the Bond Resolution and the Series Resolution were each adopted by a majority vote of all members present.

(8) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Series 2016 Bonds, the Issuer Documents or the Resolution or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, pursuant, to the Resolution, and other income or the anticipated receipt of Pledged Funds, (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Series 2016 Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (other than information relating to the Underwriters, DTC and its Book Entry System) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any

untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Series 2016 Bonds will be used in a manner that would cause the Series 2016 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Evidence of ratings of "A+" on the Series 2016 Bonds by both S&P Global Ratings, a division of S&P Global Inc. ("S&P"), and Fitch Ratings Inc. ("Fitch");

(11) A certificate of an authorized representative of U.S. Bank National Association, Jacksonville, Florida (the "Bank"), as Registrar and Paying Agent, to the effect that (A) the Bank is a national bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Resolution, the registrar and paying agent agreement, (C) the performance by the Bank of its functions under the Resolution, the registrar and paying agent agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Resolution and the registrar and paying agent agreement, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Resolution and the registrar and paying agent agreement, (E) the Series 2016 Bonds have been authenticated in accordance with the terms of the Resolution, and (F) any registrar and paying agent agreement have been duly executed and delivered by the Bank and constitutes a legal, valid and binding obligation of the Bank, enforceable in accordance with its terms;

(12) Certificates of Public Resources Management Group, Inc., (the "Feasibility Consultant") and Hazen and Sawyer, P.C. (the "Consulting Engineers"), in a form reasonably acceptable to the Issuer and the Representative to the effect that the information in the Official Statement attributable to each of them, including but not limited to the information in the section therein entitled "THE SYSTEM" and "APPENDIX B — Consulting Engineers and Bond Feasibility and Disclosure Report" attached thereto does not contain any untrue statement of a material fact or omit or fail 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 such firms consent to the inclusion of the Consulting Engineers and Bond Feasibility and Disclosure Report in the Official Statement as an Appendix and to the references to such firms in the Official Statement;

(13) [A copy of the Bond Insurance Policy];

(14) [a certificate of the Insurer and opinion of counsel to the Insurer with respect to the Bond Insurance Policy]; and

(15) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer;

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if; but only if, they are in form and substance satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2016 Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2016 Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in Sections 1 (relating to good faith deposit) and 8 hereof shall continue in full force and effect.

7. **Termination**. The Underwriters shall have the right to cancel their obligation to purchase the Series 2016 Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Series 2016 Bonds shall be materially adversely affected, in the reasonable judgment of the Representative, by the occurrence of any of the following:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which

is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the reasonable judgment of the Representative, to materially adversely affect the market for the Series 2016 Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Series 2016 Bonds; or

(b) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State of Florida, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2016 Bonds which, in the reasonable opinion of the Representative, materially adversely affects the market for the Series 2016 Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriters of the Series 2016 Bonds; or

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2016 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(d) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2016 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2016 Bonds, including any or all

underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(e) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriters, impractical or inadvisable to proceed with the offering of the Series 2016 Bonds as contemplated in the Official Statement; or

(f) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2016 Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the reasonable judgment of the Underwriters, impractical or inadvisable to proceed with the offering of the Series 2016 Bonds as contemplated in the Official Statement; or

(g) a general banking moratorium shall have been declared by federal or New York or Florida state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the reasonable judgment of the Underwriters, impractical or inadvisable to proceed with the offering of the Series 2016 Bonds as contemplated in the Official Statement; or

(h) a downgrading or suspension of any rating (without regard to credit enhancement) by S&P or Fitch of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by S&P or Fitch of any debt securities issued by the Issuer, including the Series 2016 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Series 2016 Bonds contained in this Agreement and the Underwriters do not waive such inability in writing, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, this Agreement shall be terminated and neither the Underwriters nor the Issuer shall have any further obligations hereunder, except as provided in Sections 1 (relating to good faith deposit) and 8 hereof. However, the Underwriters may, in their discretion, waive, by written notice, one or more of the conditions imposed by this Agreement and proceed with the Closing.

8. **Expenses**. (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Series 2016 Bonds, (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and counsel to the Issuer; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements

of any other engineers, accountants, and other experts, consultants or advisers retained by the Issuer; (v) the fees for bond ratings; (vi) the costs of preparing, printing and delivering the Preliminary Official Statement, the Official Statement and any supplements or amendments to either of them; (vii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (viii) expenses incurred by the Underwriters on behalf of the Issuer's employees in connection with this Agreement, including, but not limited to, meals and transportation of those employees and representatives, which payment may be in the form of inclusion of such expenses in the expense component of the Underwriters' discount.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Agreement and the Blue Sky Memorandum; (ii) all advertising expenses in connection with the public offering of the Series 2016 Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Series 2016 Bonds, including the fees and disbursements of counsel retained by the Underwriters.

9. **Truth-In-Bonding Statement**. For purposes of subsections (2) and (3) of Section 218.385, Florida Statutes, as amended, the following Truth-in-Bonding Statement is made with respect to the Series 2016 Bonds:

The Issuer is proposing to issue $_____of its Series 2016 Bonds for the purposes of (1) financing the cost of acquisition, construction and equipping of the Series 2016 Project, and (2) paying costs of issuance related to the Series 2016 Bonds. At a true interest cost rate of _____%, total interest paid over the life of the Series 2016 Bonds will be $_____.

The source of repayment or security for the Series 2016 Bonds is the Pledged Funds. Authorizing this debt or obligation will result in an average amount of approximately $_____ of Pledged Funds which will not otherwise be available to finance the other services or expenditures of the Issuer each year for approximately _____ years.

10. **No Advisory or Fiduciary Role**. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as an agent or fiduciary of the Issuer; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement and (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

11. **Notices**. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404, Attention: Finance Director and any notice or other communication to be given to the Underwriters under this Agreement may be given by

delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, 111 N. Magnolia Avenue, Suite 1175, Orlando Florida, 32801, Attention: Matthew Sansbury.

12. **Parties in Interest**. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer or the Underwriters. All of the representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; and (ii) delivery of and payment for the Series 2016 Bonds pursuant to this Agreement.

13. **Effectiveness**. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

14. **Choice of Law; Venue**. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Palm Beach County in the State of Florida.

15. **Severability**. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. **Business Day**. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

17. **Section Headings**. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

18. **Counterparts**. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriters. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto).

STIFEL, NICOLAUS & COMPANY, INCORPORATED
as Representative of the Underwriters
By: _____
Matthew Sansbury, Managing Director

ACCEPTANCE

Accepted August ___, 2016, on behalf of the Board of Directors of the City of Riviera Beach Utility Special District by the Chairperson:

By: _____
Chairperson

SCHEDULE I
MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATE, YIELDS AND PRICES

$_____
City of Riviera Beach Utility Special District
Water and Sewer Revenue Bonds,
Series 2016
Dated Date: _____ __, 2016

Maturity (October 1)	Amount	Interest Rate	Yield	Price

C = Priced to first optional redemption date of October 1, 20__.

Redemption of Bonds

Optional Redemption. The Series 2016 Bonds maturing on or before October 1, 20__ will not be subject to optional redemption prior to maturity. The Series 2016 Bonds maturing on or after October 1, 20__ are subject to redemption prior to maturity at the option of the Issuer, in whole or in part, at any time on or after October 1, 20__ and if in part, in maturities determined by the Issuer and by lot within a maturity, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption.

EXHIBIT A
DISCLOSURE STATEMENT

_____ __, 2016

Chairperson and Members of the
Board of Directors of the
City of Riviera Beach
Utility Special District
Riviera Beach, Florida

Re: $_____ City of Riviera Beach Utility Special District Water and Sewer Revenue Bonds, Series 2016 (the "Series 2016 Bonds").

Ladies and Gentlemen:

In connection with the issuance by the City of Riviera Beach Utility Special District (the "Issuer") of $_____ original aggregate principal amount of the Series 2016 Bonds, Stifel, Nicolaus & Company, Incorporated and Siebert Brandford Shank & Co., LLC (collectively, the "Underwriters") are underwriting a public offering of the Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Bond Purchase Agreement (the "Purchase Agreement") between the Issuer and the Underwriters, which will embody the negotiations in respect thereof.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, certain information with respect to the arrangements contemplated for the underwriting of the Series 2016 Bonds, as follows:

(1) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and reoffering of the Series 2016 Bonds are set forth in Schedule I attached hereto.

(2) No person has entered into an understanding with the Underwriters, or to the knowledge of the Underwriters, with the Issuer for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2016 Bonds.

(3) The underwriting spread, the difference between the price at which the Series 2016 Bonds will be initially offered to the public by the Underwriters and the price to be paid to the Issuer for each of the Series 2016 Bonds, will be:

	$/1,000	Amount
Average Takedown		
Expenses		
Total Discount		

(4) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriters (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriters, as set forth in paragraph (1) above.

(5) The name and address of the Underwriters are listed below:

Stifel, Nicolaus & Company, Incorporated
111 N. Magnolia Avenue
Suite 1175
Orlando, Florida 32801

Siebert Brandford Shank & Co., LLC
1025 Connecticut Avenue, NW
Suite 1202
Washington, DC 20036

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED
as Representative of the Underwriters

By: _____
Matthew Sansbury, Managing Director

SCHEDULE I TO EXHIBIT A

Underwriter Expenses	$/1000	Amount
Underwriters Counsel		
Dalcomp		
Dayloan		
CUSIP		
DTC		
Travel		
DAC Fees		
Total		

FTL 110592270v3