

\$139,505,000
CITY OF GAINESVILLE, FLORIDA
VARIABLE RATE
UTILITIES SYSTEM REVENUE BONDS
2007 SERIES A

CONTRACT OF PURCHASE

February , 2007

The Honorable Mayor and Commissioners
City of Gainesville, Florida
City Hall
200 East University Avenue
Gainesville, Florida 32601

Honorable Mayor and Commissioners:

The undersigned, Bear, Stearns & Co. Inc. (the "Underwriter"), offers to enter into this Contract of Purchase (the "Purchase Contract") with you (the "City") which, upon acceptance, will be binding upon the City and upon the Underwriter. This offer is made subject to the City's acceptance on or before 5:00 p.m., New York City time, on the date hereof or on such other date as shall be agreed to by the City and the Underwriter, and if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

1. Purchase, Sale and Delivery of the 2007 Series A Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of its \$139,505,000 aggregate principal amount of Variable Rate Utilities System Revenue Bonds, 2007 Series A (the "2007 Series A Bonds"). The 2007 Series A Bonds are dated, and mature on the date and in the amount, and bear interest as described in the Official Statement (hereinafter defined) attached hereto as Exhibit A. The purchase price for the 2007 Series A Bonds shall be \$_____, representing a par amount of 2007 Series A Bonds of \$139,505,000, less the Underwriter's discount of \$_____.

(b) The 2007 Series A Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable as provided in, the Utilities System Revenue Bond Resolution adopted by the City on June 6, 1983 (the "Original

Resolution”), as heretofore amended, supplemented and restated, including as supplemented by a resolution duly adopted by the City on February __, 2007 incorporating a resolution entitled “Eighteenth Supplemental Utilities System Revenue Bond Resolution” authorizing the 2007 Series A Bonds (the “Eighteenth Supplemental Resolution”) (the Original Resolution as so supplemented and amended through and including the Eighteenth Supplemental Resolution being herein called the “Resolution”). The 2007 Series A Bonds are authorized to be issued pursuant to Chapter 166, Part II, Florida Statutes (the “Act”), the Resolution, and the Charter of the City (the “Charter”). The 2007 Series A Bonds will be direct and special obligations of the City payable solely from the Trust Estate (as defined in the Resolution) pledged therefor under the Resolution subject to the priorities described in the Resolution.

(c) The proceeds of the 2007 Series A Bonds will be used (i) to provide funds required to refund certain of the City’s Utilities System Revenue Bonds, 2003 Series A (the “2003 Refunded Bonds”), as more particularly described in the Official Statement, (ii) to provide funds to refund certain of the City’s Utilities System Revenue Bonds, 2005 Series A (the “2005 Refunded Bonds,” and together with the 2003 Refunded Bonds, the “Refunded Bonds”) and (iii) to pay costs of issuance of the 2007 Series A Bonds.

(d) The City has heretofore delivered to the Underwriter such number of copies of the Official Statement of the City dated February __, 2007, including all appendices thereto, relating to the 2007 Series A Bonds (the “Official Statement”) as the Underwriter has requested, for use in connection with the public offering of the 2007 Series A Bonds. The City agrees to deliver to the Underwriter such additional copies of the Official Statement as the Underwriter may request in order to comply with the applicable rules of the Municipal Securities Rulemaking Board (“MSRB”), subject to Section 4 hereof as to the payment of the expenses therefor. The City hereby ratifies, confirms and approves the use and distribution by the Underwriter of the Official Statement, the Resolution and this Purchase Contract and all information contained in each thereof, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Contract, in connection with the offer and sale of the 2007 Series A Bonds.

The City has previously delivered or caused to be delivered to the Underwriter two copies of the Official Statement signed by the General Manager for Utilities, an executed copy of the procedures letter from Ernst & Young LLP addressed to the City and the Underwriter and an executed copy of the letter from Ernst & Young LLP, dated the date of the Official Statement, and addressed to the City, stating that they consent to the use of their report accompanying the financial statements of the City contained in the Official Statement, each as required by Section 3(d)(11) hereof.

Subject to Section 4 hereof as to the payment of the expenses thereof, if on or prior to the 25th day after the “end of the underwriting period,” as such expression is defined in Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (“Rule 15c2-12”), an event occurs affecting the City that is materially adverse for the purpose for which the Official Statement is to be used and is not disclosed in the Official Statement, the City will notify the Underwriter thereof and, if in the opinion of the City or the Underwriter such event, or the event or events described in any such notice, requires a supplement or amendment to the Official Statement, the City will supplement or amend the Official Statement in a manner approved by

the City and the Underwriter (such approvals not to be unreasonably delayed or withheld) and will thereafter until the end of such 25-day period provide the Underwriter with copies of the Official Statement, as so amended or supplemented, in sufficient quantities to allow the Underwriter to comply with the requirements referred to in subparagraph (d) above.

The Underwriter agrees that it will file a copy of the Official Statement with the MSRB or its designee pursuant to MSRB Rule G-36 within one (1) business day after the date of Closing (hereinafter defined).

(e) At 10:00 a.m., New York City time, on March , 2007, or at such earlier or later time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "Closing Date"), the City will deliver or cause to be delivered to or on behalf of The Depository Trust Company ("DTC"), on behalf of the Underwriter, the 2007 Series A Bonds in definitive form (all 2007 Series A Bonds bearing CUSIP numbers), duly executed by the City, and authenticated by U.S. Bank Trust National Association, as trustee (the "Trustee"), and the City will deliver to the Underwriter at such location as shall be agreed upon by the City and the Underwriter, the other documents herein mentioned; the Underwriter will accept such delivery and pay the purchase price of the 2007 Series A Bonds as set forth in paragraph (a) of Section 1 hereof by wire transfer of federal funds for the purchase of the 2007 Series A Bonds (such delivery and payment being hereinafter referred to as the "Closing").

The 2007 Series A Bonds shall be made available to the Underwriter not later than one business day before the Closing Date for the purpose of inspection. The 2007 Series A Bonds shall be issued initially in the form of a single, fully registered bond, registered in the name of Cede & Co., as nominee of DTC.

If the Underwriter shall fail, for a reason not permitted by this Purchase Contract, to pay for and accept delivery of the Bonds at the Closing, the Underwriter shall pay the City \$1,395,050 as full liquidated damages hereunder for such failure on the part of the Underwriter and the payment of such amount shall constitute a full release and discharge of all claims and damages for such failure. In such event, the Underwriter and the City shall have no further obligations or liability hereunder except to pay any expenses they are required to pay under Section 4 hereof

2. Representations, Warranties and Agreements of the City. The City hereby represents and warrants to and agrees with the Underwriter that:

(a) The City is duly organized and validly existing as a municipal corporation under the Constitution and laws of the State of Florida, including the Charter, and has, and at the Closing Date will have, full legal right, power and authority (i) to enter into this Purchase Contract, the Escrow Deposit Agreement Relating to 2007 Series A Bonds, dated as of March , 2007, between the City and the Trustee (the "Escrow Agreement"), the Standby Bond Purchase Agreement Relating to Variable Rate Utilities System Revenue Bonds, 2007 Series A, dated as of March 1, 2007, by and between the City and [LIQUIDITY PROVIDER] (the "Standby Bond Purchase Agreement"), the Remarketing Agreement, dated as of March 1, 2007, by and between the City and Bear, Stearns & Co. Inc. (the "Remarketing Agreement") and the Tender Agency Agreement Relating to Variable Rate Utilities System Revenue Bonds, 2007

Series A, dated as of March 1, 2007, between the City and U.S. Bank Trust National Association, as Tender Agent (the “Tender Agency Agreement”), (ii) to adopt the Resolution, (iii) to pledge the Trust Estate as set forth in the Resolution, (iv) to issue, sell and deliver the 2007 Series A Bonds to the Underwriter pursuant to the Resolution, as provided herein, (v) to operate the System and conduct the business thereof as set forth in and contemplated by the Official Statement, and (vi) to carry out, give effect to and consummate the transactions contemplated by this Purchase Contract, the Resolution, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, the Tender Agency Agreement, and the Official Statement;

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects with the Charter, the Act, the Constitution of the State of Florida and the Resolution as directly or indirectly affects the issuance of the 2007 Series A Bonds or the validity thereof, the validity or adoption of the Resolution, or the execution and delivery of the 2007 Series A Bonds, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, the Tender Agency Agreement and the Official Statement or other instruments contemplated by any of such documents to which the City is a party, and compliance with the provisions of each thereof;

(c) The City has duly and validly adopted the Resolution, has duly authorized and approved the execution and delivery of the 2007 Series A Bonds, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, the Tender Agency Agreement and the Official Statement and has duly authorized and approved the performance by the City of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of said documents, and at the Closing Date the 2007 Series A Bonds, the Resolution, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement and the Tender Agency Agreement will constitute the valid, legal and binding obligations of the City enforceable in accordance with their respective terms, subject to the effect of, and restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors’ rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and the constitutional power of the United States of America, and the Resolution will be in full force and effect;

(d) The City is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State of Florida, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City is a party or by which the City or any of the property or assets of the System is otherwise subject or bound which in any material way, directly or indirectly, affects the issuance of the 2007 Series A Bonds, or the validity thereof, the validity or adoption of the Resolution, or the execution and delivery of the 2007 Series A Bonds, this Purchase Contract, the Official Statement, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement or other instruments contemplated by any such documents to which the City is a party, and compliance with the provisions of each thereof will not conflict with or constitute a

breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State of Florida, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City is a party or by which the City or any of the property or assets of the System is otherwise subject or bound;

(e) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the City of its obligations under the Resolution, the 2007 Series A Bonds, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement and the Tender Agency Agreement have been obtained and are in full force and effect, except for such approvals, consents and orders as may be required under the “Blue Sky” or securities laws of any state in connection with the offering and sale of the 2007 Series A Bonds;

(f) The 2007 Series A Bonds, the Resolution, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, and the Tender Agency Agreement conform to the descriptions thereof contained in the Official Statement, and the 2007 Series A Bonds, when delivered in accordance with the Resolution and paid for by the Underwriter on the Closing Date as provided herein, will be validly issued and outstanding direct and special obligations of the City entitled to all the benefits and security of the Resolution;

(g) The Official Statement is, and (as supplemented with the written approval of the Underwriter, if the Official Statement shall have been supplemented) will be, as of the Closing Date, true, correct and complete in all material respects and does not, and will not as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(h) The Resolution creates a legally valid and binding pledge of the Trust Estate, subject only to the provisions of the Resolution permitting the application thereof on the terms and conditions set forth in the Resolution;

(i) Except as described in the Official Statement, no action, suit or proceeding, at law or in equity, and to the knowledge of the City, no inquiry or investigation before or by any court, regulatory agency, public board or body, is pending or, to the knowledge of the City, threatened in any way affecting the existence of the City or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the 2007 Series A Bonds or the application of the proceeds of the 2007 Series A Bonds or the collection or application of the Revenues (as defined in the Resolution) of the System as described in the Official Statement, or the pledge of the Trust Estate pursuant to the Resolution, or in any way contesting or affecting the validity or enforceability of the 2007 Series A Bonds, the Resolution, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or

accuracy of the Official Statement or the powers of the City or its authority with respect to the 2007 Series A Bonds, the adoption of the Resolution or the execution and delivery of this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement or any action of the City contemplated by any of said documents, or which would adversely affect the exclusion of interest paid on the 2007 Series A Bonds from gross income for federal income tax purposes, nor, to knowledge the City, is there any basis therefor;

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the 2007 Series A 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 as the Underwriter may designate; provided that in connection therewith the City shall not be required to file a general consent to service of process or qualify to do business in any jurisdiction;

(k) The audited financial statements of the System for the periods ended September 30, 2006 and September 30, 2005 heretofore delivered to the Underwriter and contained in the Official Statement as Appendix A thereto fairly present the financial position of the System as of the dates indicated and the results of its operations for the periods specified, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied during the periods involved, except as otherwise expressly stated in the notes thereto;

(l) The City will apply the proceeds of the 2007 Series A Bonds in accordance with the Resolution;

(m) Except as disclosed in the Official Statement, the City is not in default, and at no time during the past fifteen years has been in default, in the payment of principal of, premium, if any, or interest on, any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest; and

(n) Any certificate signed by the General Manager for Utilities, or other authorized official or individual of the City, shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

3. Conditions to the Obligations of the Underwriter and the City. The obligations of the Underwriter to accept delivery of and pay for the 2007 Series A Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the Resolution shall have been duly adopted, and shall be in full force and effect and shall not have been repealed, amended, modified or

supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the 2007 Series A Bonds, and with the transactions contemplated thereby, and by this Purchase Contract, all such actions, as, in the opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), shall be necessary and appropriate;

(b) At the Closing Date, the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(c) Between the date hereof and the Closing Date, the market price or marketability, at the initial offering price set forth in the Official Statement, of the 2007 Series A Bonds shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the 2007 Series A Bonds), by reason of any of the following:

(1) legislation enacted by or introduced in or favorably reported to either the House of Representatives or the Senate of the United States, or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the Tax Court of the United States, or an order, ruling, regulation or official statement (final, temporary or proposed) issued or made (i) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing Federal income taxation upon the Revenues or upon such interest as would be received by the holders of the 2007 Series A Bonds, or (ii) 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 2007 Series A Bonds are not exempt from registration under, or other requirements of, the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under, or other requirements of, the Trust Indenture Act of 1939, as amended, or that the offering or sale of the 2007 Series A Bonds, or obligations of general character of the 2007 Series A Bonds, including any or all underlying arrangements as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the Federal securities laws as amended and then in effect;

(2) the declaration of war or engagement in major hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of or the financial community of the United States or the escalation of any thereof;

(3) the declaration of a general banking moratorium by Federal, New York or Florida authorities, or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or the general suspension of trading on any national securities exchange shall have occurred;

(4) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restriction not now in force with respect to the 2007 Series A Bonds or obligations of the general character of the 2007 Series A Bonds or securities generally, or the material increase of any such restrictions now in

force, including those relating to the extension of credit by, or to the net capital requirements of, underwriters;

(5) the withdrawal or downgrading by a national rating agency of any rating of any Bonds (as defined in the Resolution);

(6) the adoption of any amendment to the Federal or Florida Constitution, decision by any Federal or Florida court, or enactment by any Federal or Florida legislative body materially adversely affecting (i) the tax-exempt status of the City with respect to the outstanding bonds of the City issued in respect to the System the interest on which was, at the date of the original issuance thereof, intended to be excluded from gross income for Federal income tax purposes and the 2007 Series A Bonds, or (ii) the validity or enforceability of this Purchase Contract, the 2007 Series A Bonds, the Resolution, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement; or

(7) any event occurring, or information becoming known, which makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect 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 the light of the circumstances under which they were made, not misleading;

(d) At or prior to the Closing Date, the Underwriter shall have received two counterpart originals of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The Official Statement, executed on behalf of the City by the General Manager for Utilities;

(2) The Resolution, certified by the Clerk of the Commission that it is a true, correct and complete copy of the one duly adopted or authorized by the City and that it has not been amended, modified or rescinded and is in full force and effect as of the Closing Date;

(3) An unqualified approving opinion of Bond Counsel, dated the Closing Date and addressed to the City in substantially the form attached to the Official Statement;

(4) An opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriter, (a) permitting the Underwriter to rely on the opinion referred to in clause (3) above and (b) to the effect that (i) the City is duly organized and validly existing as a municipal corporation of the State of Florida under the Constitution and laws of the State of Florida, including the Charter, with full legal right, power and authority to perform all of its obligations under this Purchase Contract, and this Purchase Contract is in full force and effect; (ii) compliance by the City with the provisions of the Resolution, this Purchase Contract or the other instruments contemplated by any of such documents to which the City is a party will not conflict with or constitute a breach of any constitutional provision or applicable law of the State of Florida, the United States, or any department, division, agency or instrumentality of the United States, (iii) each of the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement and the Tender Agency Agreement constitutes a valid, legal and binding obligation of the City enforceable in accordance with its terms, (iv) the 2007 Series A

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; provided, however, no opinion need be expressed with respect to the Standby Bond Purchase Agreement, (v) the Resolution, the 2007 Series A Bonds, the Escrow Agreement and the Standby Bond Purchase Agreement conform to the descriptions thereof contained in the Official Statement, and the statements contained in the Official Statement under the captions “SECURITY FOR THE BONDS,” “THE 2007 SERIES A BONDS,” “THE INITIAL LIQUIDITY FACILITY” and “TAX MATTERS” and in Appendices C and D to the Official Statement, insofar as such statements expressly summarize certain provisions of the Resolution, the 2007 Series A Bonds, the Standby Bond Purchase Agreement and the opinion of Bond Counsel, are accurate in all material respects, and (vi) during the course of serving as Bond Counsel in connection with the issuance of the 2007 Series A Bonds, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement (except to the extent expressly set forth in clause (v) above), no facts came to the attention of the attorneys in such firm rendering legal services in connection with such issuance which caused such firm to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, statistical or economic or engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information about book-entry, DTC or [LIQUIDITY PROVIDER] and the information contained in Appendices A, B, and E to the Official Statement, included or referred to therein, which such firm may expressly exclude from the scope of this paragraph and as to which no opinion or view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(5) An opinion, dated the Closing Date and addressed to the Underwriter, of Nixon Peabody LLP, counsel for the Underwriter, to the effect that (i) the 2007 Series A Bonds are exempt from 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; (ii) based upon the information made available to them in the course of their participation in the preparation of the Official Statement as counsel for the Underwriter and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement they do not believe that the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for (i) Appendices A, B, E and F to the Official Statement and summaries thereof and references thereto, and other financial, statistical or economic or engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion with respect to the System included therein; and (ii) the information contained under the captions “THE 2007 SERIES A BONDS — Book-Entry Only System” and “THE BANK” as to all of which no view need be expressed);

(6) An opinion, dated the Closing Date and addressed to the City, Bond Counsel and the Underwriter, of the office of the City Attorney, which may state that except as

otherwise stated, it is limited to the laws of the State of Florida, to the effect that (i) the City is a municipal corporation of the State of Florida duly organized and validly existing under the Constitution and laws of the State of Florida, including the Charter, and has full legal right, power and authority (a) to enter into this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement and the Tender Agency Agreement and to adopt the Resolution, (b) to issue, sell and deliver the 2007 Series A Bonds to the Underwriter as provided in this Purchase Contract, (c) to pledge the Trust Estate as set forth in the Resolution, (d) to operate the System, and to levy, collect, receive, hold and apply rates and charges for the services provided from the System, as provided in the Resolution, and (e) to carry out, give effect to and consummate the transactions contemplated by this Purchase Contract, the Resolution, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement and the Tender Agency Agreement; (ii) by official action of the City, the City has duly adopted the Resolution, has duly authorized and approved the execution and delivery of the 2007 Series A Bonds, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, the Tender Agency Agreement and the Official Statement and the consummation by it of all other transactions contemplated by this Purchase Contract, and the 2007 Series A Bonds, the Resolution, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement, the Tender Agency Agreement and this Purchase Contract constitute legal, valid and binding obligations of the City enforceable in accordance with the terms thereof; (iii) except as described in the Official Statement, there is no action, suit or proceeding, at law or in equity, and, to the best of such counsel's knowledge, after due inquiry, there is no inquiry or investigation, before or by any court, regulatory agency, public board or body, pending or, to the best of such counsel's knowledge, after due inquiry, threatened in any way affecting the existence of the City or the titles of its officers to their respective offices, or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the 2007 Series A Bonds or the collection or application of the Revenues of the System or the pledge of the Trust Estate pursuant to the Resolution, or in any way contesting or affecting the validity or enforceability of the 2007 Series A Bonds, the Resolution, this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement or any action of the City contemplated by any of said documents, or contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or its authority with respect to the 2007 Series A Bonds, the adoption of the Resolution, or the execution and delivery of this Purchase Contract, the Escrow Agreement, the Standby Bond Purchase Agreement, the Remarketing Agreement or the Tender Agency Agreement, or any action of the City contemplated by any of said documents, nor to such counsel's knowledge is there any basis therefor; and (iv) during the course of serving as counsel to the City in connection with the issuance of the 2007 Series A Bonds, and without having undertaken to determine independently or assuming any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, no facts came to the attention of the attorneys in the office of the City Attorney rendering legal services in connection with such issuance which caused the office of the City Attorney to believe that the Official Statement as of its date and as of the Closing Date (except for any CUSIP numbers, financial, statistical or economic or engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, or any information about book-entry, DTC or [LIQUIDITY PROVIDER] and the information contained in Appendices A, E and F to the

Official Statement, included or referred to therein, which the office of the City Attorney may expressly exclude from the scope of this paragraph and as to which no opinion or view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (the opinions set forth in clauses (i) and (ii) above being subject to the effect of, and restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights and judicial discretion and the valid exercise of the sovereign police powers of the State of Florida and of the constitutional power of the United States of America);

(7) A certificate or certificates, dated the Closing Date and signed by the General Manager for Utilities, to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement so that it does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading; (iii) nothing has occurred since September 30, 2006 which would have a material effect on the financial condition of the System; and (iv) the City has complied with all agreements and satisfied all the conditions on its part to be performed or satisfied under this Purchase Contract or otherwise at or prior to the Closing Date;

(8) An executed copy of the Tender Agency Agreement;

(9) An executed copy of the Remarketing Agreement;

(10) An executed copy of the Standby Bond Purchase Agreement;

(11) A procedures letter, dated _____, 2007, from Ernst & Young LLP, independent certified public accountants, addressed to the City and the Underwriter, and in a form acceptable to the Underwriter relating to the financial statements of the City appearing in the Official Statement and related matters and a letter, dated the date of the Official Statement, from Ernst & Young LLP, addressed to the City, consenting to the use in the Official Statement of their report dated _____, 2006 on the financial statements for the fiscal year ended September 30, 2006 with respect to the System and addressing such other matters as shall be requested by the Underwriter;

(12) A report of [Verification Agent] verifying the accuracy of the mathematical computations of the adequacy of the maturing principal of and interest earned on the Government Obligations (as defined in the Official Statement), together with other escrowed monies, held by the Trustee to provide for the payment of the redemption price of and interest on the Refunded Bonds when due;

(13) A Tax Certificate in substance and form satisfactory to Bond Counsel;

(14) Letters from Moody's Investors Service Inc. and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. evidencing ratings of "Aa2"/"VMIG 1" and "AA"/"A-1+", respectively, for the 2007 Series A Bonds;

(15) A certificate of [LIQUIDITY PROVIDER], dated the date of Closing, executed on its behalf by an authorized officer thereof, to the effect that the information regarding [LIQUIDITY PROVIDER] in the Official Statement under the caption "THE BANK" is accurate;

(16) An opinion of counsel to [LIQUIDITY PROVIDER], dated the date of Closing in a form acceptable to the City and the Underwriter; and

(17) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the City'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 City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Resolution and the Official Statement;

(e) The City shall perform or have performed at or prior to the Closing Date all of its obligations required under or specified in this Purchase Contract, the Official Statement, and the Resolution to be performed by the City at or prior to the Closing Date; and

(f) Subsequent to the respective dates as of which information is given in the Official Statement, except as contemplated in the Official Statement, there shall not have been any material decrease in assets or any other material change in the Revenues of the System or the Funds (as defined in the Resolution) or accounts established in the Resolution.

If any of the conditions to the obligations of the Underwriter contained in this Section or elsewhere in this Purchase Contract shall not have been satisfied when and as required herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the City.

4. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of the proceeds of the 2007 Series A Bonds or any other legally available funds of the System) all expenses incident to the performance of the City's obligations hereunder including, but not limited to, the cost of printing, executing and delivering the 2007 Series A Bonds to or on behalf of DTC; the cost of preparation, printing (and/or word processing and reproduction), distribution and delivery of the Resolution, up to 500 copies of the Official Statement and all other agreements and documents contemplated hereby or used in connection with the marketing and sale of the 2007 Series A Bonds and any drafts thereof in reasonable quantities as requested by the Underwriter; the fees and disbursements of Bond Counsel, engineers, accountants, financial advisors and any other experts or consultants retained in connection with the issuance of the 2007 Series A Bonds; fees charged by the rating agencies for

rating the 2007 Series A Bonds; and any other expenses not specifically enumerated in paragraph (b) of this Section incurred in connection with issuance of the 2007 Series A Bonds.

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, the cost of preparation, printing (and/or word processing and reproduction), distribution and delivery of the “Blue Sky” memoranda and this Purchase Contract; expenses to qualify the 2007 Series A Bonds for sale under any “Blue Sky” laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the 2007 Series A Bonds not specifically enumerated in paragraph (a) of this Section, including the fees and disbursement of its counsel.

5. Notices. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to the City in care of the Utilities System, 301 S.E. Fourth Avenue, P.O. Box 147117, Gainesville, Florida, 32614-7117, Attention: General Manager for Utilities; and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Bear, Stearns & Co. Inc., 383 Madison Avenue, New York, New York 10179 Attention: Richard H. Molke.

6. Immunity of Officers and Employees. No recourse may be had for the payment of the principal, premium, if any, or interest on the 2007 Series A Bonds or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Purchase Contract against any present or future officer, member, employee, director or agent of the City, under any rule of law or equity, statute or constitution, except for claims arising from willful misconduct or gross negligence, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such, except for liability arising from willful misconduct or gross negligence of such officers, members, employees, directors or agents, is hereby expressly waived and released as a condition of and consideration for the execution of this Purchase Contract.

7. Parties in Interest. This Purchase Contract is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The term “successors or assigns” as used in this Section and Section 11 shall not include any purchaser, as such purchaser, from the Underwriter of the 2007 Series A Bonds.

8. Survival of Representations and Warranties. The representations and warranties of the City, set forth in or made pursuant to this Purchase Contract, shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Contract and regardless of any investigations or statements as to the results thereof made by or on behalf of the Underwriter and regardless of delivery of and payment for the 2007 Series A Bonds.

9. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

10. **Florida Law Governs.** The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

11. **Entire Agreement.** This Purchase Contract when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

12. **Effectiveness.** This Purchase Contract shall become effective and binding upon the respective parties hereto upon the execution of the acceptance by the City and shall be valid and enforceable as of the time of such acceptance.

13. **Truth-In-Bonding Statement.** The City of Gainesville, Florida is proposing to issue \$139,505,000 of debt for the purposes of refunding certain outstanding indebtedness of the City and to pay certain costs of issuance. This debt is expected to be repaid over a period of approximately [twenty-one (21)] years. The interest on the Series 2007 Series A Bonds accrues at a variable rate, so the total interest paid over the life of the 2007 Series A Bonds is not presently capable of being determined. Assuming an interest rate of [3.20]% based on the interest rate swap transaction entered into by the City in connection with the issuance of the 2007 Series A Bonds, total interest paid over the life of the 2007 Series A Bonds will be approximately \$_____.

The source of repayment or security for this debt is the net revenues of the System. Authorizing this debt or obligation will result in an average of approximately \$_____ per year of the revenues of the System not being available to finance the other services of the System each year for approximately [twenty-one (21)] years.

Very truly yours,

BEAR, STEARNS & CO. INC.

By: _____
Name:
Title:

Accepted February , 2007

CITY OF GAINESVILLE, FLORIDA

By: _____
General Manager for Utilities

APPROVED AS TO FORM AND LEGALITY:

By: _____
Utilities Attorney

EXHIBIT A
OFFICIAL STATEMENT