

RESOLUTION NO. 170403
PASSED September 21, 2017

CITY OF GAINESVILLE, FLORIDA

**Not to Exceed
\$150,000,000
Variable Rate Utilities System Revenue Bonds,
2017 Series B**

**TWENTY-EIGHTH SUPPLEMENTAL UTILITIES SYSTEM
REVENUE BOND RESOLUTION**

Adopted September 21, 2017

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**TWENTY-EIGHTH SUPPLEMENTAL UTILITIES SYSTEM
REVENUE BOND RESOLUTION**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE CITY OF GAINESVILLE, FLORIDA VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2017 SERIES B, IN ORDER TO PROVIDE MONEYS FOR THE PAYMENT OF A PORTION OF THE COST OF ACQUISITION OF THE GAINESVILLE RENEWABLE ENERGY CENTER AND THE CONSTRUCTION OF IMPROVEMENTS RELATED THERETO THAT WILL UPON SUCH ACQUISITION BECOME PART OF THE CITY'S COMBINED UTILITIES SYSTEM AND FUNDING NECESSARY RESERVES AND DEPOSITS RELATED THERETO, AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH; AUTHORIZING THE 2017 SERIES B BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$150,000,000 AND WHEN COMBINED WITH THE CITY'S UTILITIES SYSTEM REVENUE BONDS, 2017 SERIES A AND VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2017 SERIES B SHALL NOT EXCEED \$757,500,000; APPROVING THE NEGOTIATED SALE OF THE 2017 SERIES B BONDS AND APPROVING THE FORM, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF A PURCHASE CONTRACT WITH RESPECT THERETO, APPROVING THE FORM, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF A CONTINUING COVENANT AGREEMENT WITH RESPECT THERETO, AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH; AUTHORIZING THE AUTHENTICATION AND DELIVERY OF THE 2017 SERIES B BONDS; AUTHORIZING CERTAIN CITY OFFICIALS TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2017 SERIES B BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Gainesville, Florida (the "City") as follows:

**ARTICLE I
STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS**

SECTION 1.01. AUTHORITY FOR THIS RESOLUTION. This Resolution (this "Resolution" or this "Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution" is enacted pursuant to the Act, including Article VIII, Section 2 of the Constitution of the State of Florida, Section 159.11, Florida Statutes and Chapter 166,

Florida Statutes. This Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution is supplemental to the Utilities System Revenue Bond Resolution adopted by the City on June 6, 1983, as amended, restated and supplemented, including inter alia, by the Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on January 30, 2003, as amended (the "Master Resolution"). The Master Resolution as so amended, restated and supplemented, including without limitation as supplemented by the Resolution, is hereinafter referred to as the "Bond Resolution."

SECTION 1.02. DEFINITIONS. Except as provided by this Resolution, all terms which are defined in Section 101 of the Master Resolution shall have the same meanings, respectively, in this Resolution as such terms are given in said Section 101 of the Master Resolution and in this Resolution.

"Adjusted LIBOR Rate" means the product of (a) the sum of (i) the product of the Applicable Percentage times the LIBOR Rate and (ii) the Applicable Spread, multiplied by (b) the Margin Rate Factor.

"Adjustment Date" means the first Business Day in each calendar month.

"Amortization Period" means the period (x) from and including the date of a Failed Purchase, and (y) to but excluding the earliest of (i) the date on which the last mandatory Sinking Fund Installment is made in accordance with the Section 3.07(1) and 3.07(2), and (iii) the maturity date of the 2017 Series B Bonds.

"Applicable Percentage" means (x) during the Initial Period 70%, and (ii) during any Placement Period after the Initial Period, the percentage determined by the Remarketing Agent as the "Applicable Percentage" pursuant to Section 3.06(3), provided, however, in no event shall the Applicable Percentage be less than 65% or more than 135%.

"Applicable Spread" shall have the meaning given in the 2017 Series B Bond.

"Authorized Denominations" means \$1,000,000 or any integral multiple of \$5,000 in excess thereof.

"Authorized Officer" or "Authorized Officers" means the "Authorized Officers of the City," as defined in the Master Resolution.

"Bank Purchase Date" means (i) the Initial Bank Purchase Date, and (ii) during any Placement Period other than the Initial Period, the date designated by the City pursuant to Section 3.06(3); provided, however, if such date is not a Business Day, such date shall be the last Business Day of such applicable Placement Period; provided, further, however, if all of the 2017 Series B Bonds shall be owned by a single beneficial holder and the City shall have received written notice from such Lender not less than 120 days (or such shorter period of time as shall have been agreed to by the City in writing) prior to the applicable Bank Purchase Date that such Lender has elected not to tender such 2017 Series B Bonds for purchase on such Bank Purchase Date whereupon upon consent of the City, such due date shall not be a Bank Purchase Date; and in connection with such election such Lender shall also deliver written notice to the City establishing or

modifying the date of the next succeeding Bank Purchase Date or Dates, and, from and after such notice and consent of the City, the succeeding Bank Purchase Date(s) shall be the date(s) specified in such notice unless and until modified by subsequent notice pursuant to the terms hereof.

"Base Rate" means the greater of (i) the Prime Rate plus one percent (1.00%), (ii) the Federal Funds Rate plus two percent (2.0%), or (iii) seven percent (7.00%).

"Bond Rating" means, the underlying, long-term rating assigned by a Rating Agency to any Bonds issued and Outstanding under the Master Resolution, without reliance on any credit enhancement.

"Book-Entry Only 2017 Series B Bonds" means any 2017 Series B Bonds that is restricted to being registered in the registration books kept by the Bond Registrar in the name of the Securities Depository therefor.

"Breakage Fee" shall have the meaning assigned in the Continuing Covenant Agreement.

"Business Day" means a day on which banking business is transacted in New York City and the city or cities in which the Trustee and Paying Agent have their respective designated corporate trust offices, on which the New York Stock Exchange is open and on which the City is open to transact business.

"Calculation Agent" means (i) so long as the Initial Purchaser holds all or a portion of the 2017 Series B Bonds, the Initial Purchaser, (ii) if the Initial Purchaser does not hold any portion of the 2017 Series B Bonds, the Trustee, or if the Trustee is unable or unwilling, shall mean such other bank, financial institution or financial advisor firm, designated from time to time by the City.

"City" means the City of Gainesville, Florida.

"City Attorney" means the City Attorney, the Utilities Attorney or such other assistant City Attorney as designated by the City Attorney.

"Clerk" shall mean the Clerk of the City or any Deputy Clerk.

"Code" means the Internal Revenue Code of 1986, as amended, and any rules and applicable regulations thereunder in effect or proposed.

"Continuing Covenant Agreement" means the Continuing Covenant Agreement, between the City and the Initial Purchaser, as amended and supplemented from time to time, in substantially the form attached hereto as "Exhibit C."

"Default Rate" means the lower of the Base Rate plus three percent (3.00%) per annum, and the Maximum Rate.

"Delivery Date" means the date of delivery of the 2017 Series B Bonds to the Initial Purchaser upon payment therefor.

"Determination of Taxability" has the meaning given in the 2017 Series B Bonds.

"2017B Event of Default" has the meaning given in Section 3.05(4) herein.

"Failed Purchase" has the meaning given in Section 3.08 herein.

"Favorable Opinion" means a written opinion of Bond Counsel, in form and substance reasonably satisfactory to the Trustee and the Lender, and except as may be otherwise specifically set forth herein, of either, as determined appropriate by Bond Counsel (a) to the effect that the interest on the 2017 Series B Bonds is excludable from the gross income of the holders thereof for purposes of federal income taxation or (b) to the effect that the action proposed to be taken is authorized or permitted by the laws of the State and by the terms of the Bond Resolution and will not adversely affect the validity of the 2017 Series B Bonds under the laws of the State or the excludability from gross income for federal income tax purposes of the interest on the 2017 Series B Bonds (subject to the inclusion of any exception provided under the Code).

"Federal Funds Rate" means, for any date of determination, a fluctuating rate of interest per annum equal to the weighted average (rounded to the next higher 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average (rounded to the next higher 1/100 of 1%) of the quotations for such day on such transactions received by the Calculation Agent from three federal funds brokers of recognized standing selected by the Calculation Agent. Each determination of the Federal Funds Rate by the Calculation Agent shall be conclusive and binding on the City.

"Fitch" shall mean Fitch Ratings and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City that is reasonably acceptable to the Calculation Agent.

"General Manager" means the General Manager for Utilities, as designated by the City from time to time.

"Initial Bank Purchase Date" has the meaning given in the 2017 Series B Bonds.

"Initial Period" means initially the period commencing on the Delivery Date to and not including the Initial Bank Purchase Date.

"Initial Purchaser" means Wells Fargo Bank, National Association.

"Interest Payment Date" means the first Business Day of each month, commencing December 1, 2017 or such other date as set forth in the Purchase Contract and the 2017 Series B Bonds.

"Interest Rate" means initially the Adjusted LIBOR Rate, provided however, such rate may be adjusted upon a Determination of Taxability, a 2017B Event of Default or a Failed Purchase, as provided herein.

"Lender" means the Initial Purchaser and its successors and assigns, as beneficial owner of the 2017 Series B Bonds.

"LIBOR Business Day" means any day other than (a) a Saturday or a Sunday, (b) a day on which banking institutions in New York, New York are authorized or required by law or executive order to close, (c) a day on which the New York Stock Exchange is closed, (d) a day on which the Calculation Agent is closed.

"LIBOR Index" means as to any Adjustment Date, the rate per annum equal to the London Interbank Offered Rate ("LIBOR") (or a comparable or successor rate which rate is selected by the Calculation Agent) as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Calculation Agent from time to time) at or about 11:00 a.m., London time, two (2) London Business Days prior to such Adjustment Date, for Dollar deposits (for delivery on the first day of such interest period beginning on such Adjustment Date) with a term of one month; provided that to the extent a comparable or successor rate is approved by the Calculation Agent in connection herewith, the approved rate shall be applied in a manner consistent with market practice; provided, further that to the extent such market practice is not administratively feasible for the Calculation Agent or the Lender, such approved rate shall be applied in a manner as otherwise reasonably determined by the Calculation Agent and provided, further if the LIBOR Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"London Business Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London, England.

"Margin Rate Factor" means the product of (i) one (1) minus the Maximum Federal Corporate Tax Rate on the date of calculation multiplied by (ii) 1.53846. The Margin Rate Factor shall be 1.0 so long as the Maximum Federal Corporate Tax Rate shall be thirty-five percent (35%) and thereafter shall increase or decrease from time to time effective as of the effective date of any decrease or increase in the Maximum Federal Corporate Tax Rate.

"Maximum Federal Corporate Tax Rate" shall mean the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, determined without regard to tax rate or tax benefit make-up provisions such as the last two sentences of Section 11(b)(1) of the Code, as in effect from time to time (or, if as a result of a change in the Code the rate of income taxation imposed on corporations shall not be applicable to a Bondholder, the maximum statutory rate of federal income taxation which could apply to the Bondholders as determined by the Calculation Agent in its reasonable judgment as certified by the Holders of not less than a majority in principal amount of the 2017 Series B Bonds).

"Maximum Rate" means an interest rate per annum equal to the lesser of the maximum rate permitted by law and 18%.

"Mayor" means the Mayor or Mayor-Commissioner Pro Tempore.

"Moody's" shall mean Moody's Investors Service and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City that is reasonably acceptable to the Calculation Agent.

"Officer's Certificate" means a certificate of an Authorized Officer of the City.

"Par" means, with respect to any 2017 Series B Bond(s), one hundred percent (100%) of the outstanding principal amount of the 2017 Series B Bond(s), exclusive of accrued interest.

"Placement Period" means the period from and including the Delivery Date to but not including the next succeeding Bank Purchase Date and thereafter each period from a Bank Purchase Date to but not including the earlier of the next succeeding Bank Purchase Date or the final maturity date of the 2017 Series B Bonds.

"2017 Project Account" means the 2017 Project Account created in the Construction Fund established pursuant to the Twenty-Seventh Supplemental Bond Resolution.

"Prepayment Premium" means in connection with a redemption or purchase in lieu of redemption of any of the 2017 Series B Bonds (a) before the Redemption Date, an amount equal to the product of: (i) the Applicable Spread in effect on the date of any such redemption or purchase, (ii) the principal amount of the 2017 Series B Bonds so redeemed or purchased and (iii) a fraction, the numerator of which is the number of days from and including the date of redemption or purchase to and including the Redemption Date and the denominator of which is 365, and (b) on and after the Redemption Date, zero (0); provided however, if any such redemption or purchase is made on a day other than an Interest Payment Date, the Prepayment Premium, shall be increased by an amount equal to the Breakage Fee.

"Prime Rate" means on any day, the rate of interest per annum then most recently established by the Initial Purchaser as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Initial Purchaser to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and the Initial Purchaser may make various business or other loans at rates of interest having no relationship to such rate. Each time the Prime Rate changes, the per annum rate of interest on the 2017 Series B Bonds bearing interest at a rate, a component of which is the Prime Rate, shall change immediately and contemporaneously with such change in the Prime Rate. If the Initial Purchaser ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined

thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Purchase Contract" shall mean the Contract of Purchase between the City and the Initial Purchaser, substantially in the form attached as Exhibit "B" hereto.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-3 of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, but shall not include any amount exempted by Section 148(f) of the Code from payment to the United States.

"Redemption Date" means the date that is 365 days after the Delivery Date.

"Remarketing Agent" means a financial institution, placement agent, registered broker/dealer authorized by law, or any affiliates thereof, appointed by an Authorized Officer of the City from time to time to perform all the duties imposed upon it under this Resolution, which may be the Lender.

"2017 Series A Project" shall have the meaning given in the Twenty-Seventh Supplemental Bond Resolution.

"S&P" shall mean Standard & Poor's Ratings Services, a Standard and Poor's Financial Services LLC business, and its successors and assigns, and, if such business shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City that is reasonably acceptable to the Calculation Agent.

"Taxable Rate" has the meaning given in the 2017 Series B Bonds.

"Taxable Rate Factor" has the meaning given in the 2017 Series B Bonds.

"Tender Date" means any date on which 2017 Series B Bonds are subject to tender for purchase pursuant to Section 3.06 or 3.07(2) of this Resolution.

"Tender Price" means the purchase price to be paid to the Holders of 2017 Series B Bonds purchased pursuant to Section 3.06 or 3.07(2) hereof, which shall be equal to the principal amount Outstanding, without premium, plus all accrued and unpaid interest thereon; provided, however, if the Tender Date for any 2017 Series B Bond tendered for purchase is an Interest Payment Date, the Tender Price thereof shall equal to Par, and the interest shall be paid to the Holder of such 2017 Series B Bond pursuant hereto.

"Twenty-Seventh Supplemental Bond Resolution" means the Twenty-Seventh Supplemental Bond Resolution adopted by the City authorizing the issuance of the City's Utilities System Revenue Bonds, 2017 Series A.

"U.S. Government Securities Business Day" means any day other than (a) a Saturday, a Sunday or, (b) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

SECTION 1.03. FINDINGS AND DETERMINATIONS. The Governing Body of the City hereby finds, ascertains, determines and declares that:

(1) Pursuant to the Bond Resolution, the City may issue Bonds from time to time for the purpose, among others, of paying all or a portion of the Cost of Acquisition and Construction of the 2017 Series A Project comprising the acquisition of the hereinafter described GREC facility, funding necessary reserves, if any, and paying costs of issuance related thereto.

(2) Pursuant to an Asset Purchase Agreement with Gainesville Renewable Energy Center LLC, the City expects to purchase the Gainesville Renewable Energy Center ("GREC"), including tangible and intangible assets thereof, at a purchase price of \$750,000,000, subject to certain conditions precedent set forth therein.

(3) The City has determined the purchase price of GREC based on arms-length negotiations with Gainesville Renewable Energy Center, LLC and such purchase price represents the fair market value of the assets being acquired.

(4) The acquisition of GREC will result in significant cost savings to the System, provide greater flexibility to the System in its ability to provide power and fuel diversification and improve flexibility for the replacement of existing facilities that are approaching the end of their useful lives.

(5) The City deems it necessary and in its best interest to issue and sell the 2017 Series B Bonds at a variable rate of interest for the purpose of providing funds for the payment of all or a portion of the Cost of Acquisition and Construction of the 2017 Series A Project.

(6) The 2017 Series B Bonds shall be issued only upon satisfying the applicable requirements of Section 202 of the Master Resolution.

(7) The Initial Purchaser has expressed an interest in submitting an offer to purchase the 2017 Series B Bonds by negotiated sale pursuant to the Purchase Contract in substantially the form attached hereto as Exhibit "B" and subject to such other representations, warranties and covenants contained in the Continuing Covenant Agreement substantially in the form attached hereto as Exhibit "C."

(8) The complexity of the structuring of the 2017 Series B Bonds, current conditions in the market for obligations such as the 2017 Series B Bonds, and the advantages of a more flexible financial plan make it necessary and in the best interests of

the City that the 2017 Series B Bonds be sold on a negotiated basis to the Initial Purchaser.

(9) The City desires to delegate the award and sale of the 2017 Series B Bonds and certain other matters hereunder to the General Manager or the Chief Financial Officer or such other Authorized Officer within the parameters set forth in this Resolution.

(10) The Initial Purchaser has provided, or will provide prior to the issuance of the 2017 Series B Bonds, the City with a disclosure statement containing the information required by Section 218.385(1)(b)(2), Florida Statutes, and a "truth-in-bonding" statement meeting the requirements of Section 218.385(3), Florida Statutes, and no additional disclosure is required.

SECTION 1.04. CONTRACT. In consideration of the acceptance of the 2017 Series B Bonds authorized to be issued hereunder by the Bondholders who shall own the same from time to time, the Bond Resolution and the Continuing Covenant Agreement shall be deemed to be and shall constitute a contract between the City and such Bondholders, and the covenants and agreements therein and herein set forth to be performed by the City shall be for the equal benefit, protection and security of the Bondholders of such 2017 Series B Bonds, which shall be of equal rank and without preference, priority, or distinction of any of the Bonds.

ARTICLE II AUTHORIZATION OF REFUNDING

SECTION 2.01. PURPOSE. The 2017 Series B Bonds are being issued for the purposes of (1) providing for the payment of a portion of the Cost of Acquisition and Construction of the System, constituting the 2017 Series A Project, including necessary reserves and deposits related thereto, and (2) paying costs of issuance related to the 2017 Series B Bonds.

ARTICLE III AUTHORIZATION OF 2017 SERIES B BONDS

SECTION 3.01. AUTHORIZATION OF 2017 SERIES B BONDS; DELEGATION. Pursuant to the provisions of the Resolution, a Series of Bonds is hereby authorized in an aggregate principal amount, not to exceed \$150,000,000 and which together with the Utilities System Revenue Bonds, 2017 Series A and Variable Rate Utilities System Revenue Bonds, 2017 Series B shall not exceed \$757,500,000. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Variable Rate Utilities System Revenue Bonds, 2017 Series B". The actual aggregate principal amount of the 2017 Series B Bonds to be issued shall be determined by the General Manager for Utilities of the City, or his designee, on or prior to the Delivery Date as the amount necessary to accomplish the purposes for which the 2017 Series B Bonds are being issued as set forth in Section 2.01 hereof. The 2017 Series B Bonds shall be and constitute "Variable Rate Bonds" and "Option Bonds", as such terms are defined in Section 101 of the Master Resolution.

The General Manager or the Chief Financial Officer, or such other Authorized Officer, in reliance upon advice of the financial advisor to the System, is hereby directed and authorized to award the sale of the 2017 Series B Bonds to the Initial Purchaser, and to approve the terms of the 2017 Series B Bonds, including, without limitation, the date thereof, the aggregate principal amount thereof, and all such terms to be set forth in the Purchase Contract; provided, however, the Purchase Contract shall not be executed by the General Manager or Chief Financial Officer or such other Authorized Officer unless the following conditions have been satisfied:

- (a) the aggregate principal amount of the 2017 Series B Bonds, shall not exceed \$150,000,000; provided, however, the aggregate amount of 2017 Series B Bonds together with the Utilities System Revenue Bonds, 2017 Series A and Variable Rate Utilities System Revenue Bonds, 2017 Series C issued to finance the 2017 Series A Project shall not exceed \$757,500,000;
- (b) an Initial Bank Purchase Date not later than June 30, 2021;
- (c) the final maturity of the 2017 Series B Bonds shall not be later than October 1, 2047; and
- (d) the initial Applicable Spread shall not exceed 35 basis points, subject to adjustment as provided in the 2017 Series B Bonds.

SECTION 3.02. GENERAL TERMS OF 2017 SERIES B BONDS.

(1) The 2017 Series B Bonds shall be issued in fully registered form in the Authorized Denominations and shall be dated the date of their authentication. Unless an Authorized Officer of the City shall otherwise direct, the 2017 Series B Bonds will be numbered from 1 upward preceded by the letter "RB" prefixed to the number.

The 2017 Series B Bonds shall bear interest at the Adjusted LIBOR Rate, established on the date of issuance of the 2017 Series B Bonds and adjusted thereafter on each Adjustment Date (subject to additional adjustment as provided herein and in the form of the 2017 Series B Bonds), payable monthly in arrears on each Interest Payment Date.

If the date for payment of the principal of or interest on the 2017 Series B Bonds shall be a day other than a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Except as provided in subsection 5 of Section 309 of the Master Resolution and paragraph 3 of Section 3.04 hereof, the principal and Redemption Price of the 2017 Series B Bonds will be payable at the principal corporate trust office of U.S. Bank National Association in the City of New York, New York, and such institution is hereby appointed Paying Agent for the 2017 Series B Bonds. Except as provided in subsection 5 of Section 309 of the Master Resolution and paragraph 3 of Section 3.04 hereof, the principal and Redemption Price of the 2017 Series B Bonds also shall be payable at any other place which may be provided for such payment by the appointment of any other

Paying Agent or Paying Agents as permitted by the Bond Resolution. Except as provided in paragraph 3 of Section 3.02 hereof, interest on the 2017 Series B Bonds shall be paid (i) by wire transfer in immediately available funds at such wire transfer address as such owner shall specify if such owner shall provide written notice to the Paying Agent not less than 5 days prior to the Regular Record Date relating to such Interest Payment Date in which request for wire transfer payment is made and the wire transfer address is specified, or (ii) if such written notice shall not be provided in accordance with clause (i), by check payable to the order of the persons entitled thereto and mailed by first class mail, postage prepaid, to the addresses of such persons as they shall appear on the books of the City kept at the office of the Bond Registrar, or (iii) in such other manner as agreeable by the Bondholder and the Trustee, with the consent of an Authorized Officer of the City.

(2) Notwithstanding anything in the Master Resolution to the contrary, principal and interest on the 2017 Series B Bonds shall be paid in the manner set forth herein and in the 2017 Series B Bonds.

(3) The registration of the 2017 Series B Bonds may be transferred only as provided in Article III of the Master Resolution and, to the extent applicable Section 3.04 hereof. The 2017 Series B Bonds may only be sold, assigned or otherwise transferred to an affiliate of the Lender, a trust or other custodial arrangement established by the Lender or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, who executes and delivers a letter in substantially the form of Exhibit IV to the Purchase Contract.

(4) Except if the 2017 Series B Bonds shall be held as Book-Entry Only 2017 Series B Bonds, the Registrar will transfer the ownership of the 2017 Series B Bonds, upon written request of the Lender to the Trustee specifying the name, address and taxpayer identification number of the transferee(s). The Person in whose name the 2017 Series B Bonds shall be registered shall be deemed and regarded the absolute owner thereof for all purposes, and payment of principal and interest on such 2017 Series B Bonds shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2017 Series B Bonds to the extent of the sum or sums so paid. Except if the 2017 Series B Bonds shall be held as Book-Entry Only 2017 Series B Bonds, upon each Bank Purchase Date, the 2017 Series B Bonds may be registered in the name of the new owners thereof.

SECTION 3.03. MANDATORY AND OPTIONAL REDEMPTION OF 2017 SERIES B BONDS; PURCHASE IN LIEU OF REDEMPTION.

(1) The 2017 Series B Bonds may be subject to redemption prior to maturity as provided in Article IV of the Master Resolution by operation of the Debt Service Fund from mandatory Sinking Fund Installments which for the 2017 Series B Bonds will match the mandatory redemption requirements for term bonds, as set forth in the Purchase Contract.

(2) The 2017 Series B Bonds shall be subject to optional redemption, in whole or in part on any date, (i) except during an Amortization Period, at a Redemption Price

equal to the principal amount being redeemed, with a Prepayment Premium, if any, plus accrued interest thereon, if any, to the redemption date thereof, and, (ii) during an Amortization Period, at a Redemption Price equal to the principal amount being redeemed, without premium, plus accrued interest thereon, if any, to the redemption date thereof.

(3) Notwithstanding anything to the contrary contained herein or in the Master Resolution, in the event that any 2017 Series B Bond is to be redeemed in part, the portion of such 2017 Series B Bond not so redeemed shall be in an Authorized Denomination and such redemption shall be selected by the Trustee in accordance with the Bond Resolution.

(4) Notwithstanding any provision contained in the Bond Resolution to the contrary, the City shall have the option to cause the 2017 Series B Bonds to be purchased in lieu of redemption on the applicable redemption date at a price equal to the then applicable Redemption Price, plus accrued interest thereon to, but not including, the date of such purchase, with the Prepayment Premium, if any. Such option may be exercised by delivery to the Paying Agent (if the Trustee is not the Paying Agent for such 2017 Series B Bonds) on or prior to the Business Day preceding the redemption date of a written notice of the City specifying that the 2017 Series B Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this paragraph with the moneys provided or to be provided by or on behalf of the City. Upon delivery of such notice, the 2017 Series B Bonds shall not be redeemed but shall instead be subject to mandatory tender at the Redemption Price on the date that would have been the redemption date. 2017 Series B Bonds purchased by the City shall not be considered to be Outstanding, under the Bond Resolution and shall not be afforded the rights afforded to other Bonds Outstanding under the Bond Resolution (including voting rights) for so long as such 2017 Series B Bonds are held by or for the benefit of the City.

(5) Notwithstanding Section 405 of the Bond Resolution, notice of redemption of the 2017 Series B Bonds, may be given not more than sixty (60) days or less than thirty (30) days prior to the redemption date of the 2017 Series B Bonds, and such notice shall be given by electronic mail (email), telefacsimile or physical delivery. Notwithstanding any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the City if expressly set forth in such notice.

SECTION 3.04 DESIGNATION OF THE 2017 SERIES B BONDS AS BOOK ENTRY BONDS; APPOINTMENT OF SECURITIES DEPOSITORY FOR THE 2017 SERIES B BONDS.

(1) The 2017 Series B Bonds shall be issued as Book Entry Bonds within the meaning of and subject to Section 309 of the Master Resolution and the following provisions shall apply. This Section 3.04 shall not apply if the 2017 Series B Bond shall not be Book-Entry Only 2017 Series B Bonds.

(2) DTC is hereby appointed as the initial Securities Depository for the 2017 Series B Bonds held as Book-Entry Only 2017 Series B Bonds.

(3) The 2017 Series B Bonds of each Series initially shall be issued in the form of a separate single, fully registered Bond in the amount of each separate stated maturity (and, if applicable, each interest rate within a maturity) of the 2017 Series B Bonds, as applicable, registered in the name of Cede & Co. ("Cede"), as nominee of DTC. So long thereafter as DTC serves as Securities Depository for the 2017 Series B Bonds, the registered holder of all 2017 Series B Bonds shall be, and each of the 2017 Series B Bonds shall be registered in the name of, Cede, as nominee of DTC. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of the Bond Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC. So long as any of the 2017 Series B Bonds is registered in the name of Cede, as nominee of DTC in its capacity as Securities Depository for the 2017 Series B Bonds, all payments with respect to the principal or Redemption Price of, and interest on, such 2017 Series B Bond and all notices with respect to such 2017 Series B Bond shall be made or given to DTC as provided in the procedures of DTC as in effect from time to time.

(4) With respect to the 2017 Series B Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (a "Participant"). Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the 2017 Series B Bonds, (B) the delivery to any Participant or any other person other than a 2017 Series B Bondholder, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the 2017 Series B Bonds, including any notice of redemption, or (C) the payment to any Participant or any other person, other than a 2017 Series B Bondholder, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal, interest or redemption premium, if any, of the 2017 Series B Bonds. The City and the Bond Registrar may treat and consider the person in whose name each 2017 Series B Bond is registered in the registration books kept by the Bond Registrar as the Holder and absolute owner of such 2017 Series B Bond for the purpose of payment of principal, interest or redemption premium, if any, with respect to such 2017 Series B Bond, for the purpose of giving notices of redemption and other matters with respect to such 2017 Series B Bond, for the purpose of registering transfers with respect to such 2017 Series B Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal, interest or redemption premium, if any, of the 2017 Series B Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and in the Bond Resolution and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal, interest or redemption premium, if any, of the 2017 Series B Bonds to the extent of the sum or sums so paid. No person other than a Holder of Bonds, as shown in the registration books kept by the Bond Registrar, shall receive a certificated 2017 Series B

Bond evidencing the obligation of the City to make payments of principal, interest or redemption premium, if any, pursuant to the provisions hereof.

(5) (a) DTC may determine to discontinue providing its services as Securities Depository for the 2017 Series B Bonds at any time by giving reasonable notice thereof to the City or the Trustee. Upon the discontinuance of the services of DTC as Securities Depository for the 2017 Series B Bonds pursuant to the preceding sentence, the City may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the City, is willing and able to undertake the functions of Securities Depository under the Bond Resolution upon reasonable and customary terms. If no such successor can be found within such period, the 2017 Series B Bonds no longer shall be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

(b) In the event that the 2017 Series B Bonds no longer shall be restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository as provided in subparagraph (a) of this paragraph 5, (i) the City shall execute and the Trustee shall authenticate and deliver, upon presentation and surrender of the 2017 Series B Bonds as requested by the Securities Depository therefor of like Series, aggregate principal amount, maturity and interest rate, in Authorized Denominations, to the identifiable beneficial owners in replacement of such beneficial owners' beneficial ownership interests in such 2017 Series B Bonds and (ii) the Bond Registrar shall notify the Paying Agents that the 2017 Series B Bonds no longer are restricted to being registered in the registration books kept by the Bond Registrar in the name of a Securities Depository.

(6) Notwithstanding any provision herein to the contrary, so long as the book-entry-only system of transfers provided for in this Section shall remain in effect with respect to the 2017 Series B Bonds every remarketing of such 2017 Series B Bonds (or portions thereof) by the Remarketing Agent shall be conducted in accordance with such system.

SECTION 3.05. DETERMINATION OF INTEREST RATE.

(1) Except for the initial Adjusted LIBOR Rate applicable to the 2017 Series B Bonds upon its issuance, which shall be determined by the Initial Purchaser on or prior to the date of issuance of the 2017 Series B Bonds, the Adjusted LIBOR Rate will be determined by the Calculation Agent and the authority to do so is hereby delegated by the City to the Calculation Agent, but in no event shall the Adjusted LIBOR Rate exceed the Maximum Rate. The Calculation Agent shall determine the Adjusted LIBOR Rate on each Adjustment Date. The Adjusted LIBOR Rate shall adjust on each Adjustment Date, based upon the LIBOR Rate, with the effective date for each adjustment of the Adjusted LIBOR Rate to be the Adjustment Date. The Calculation Agent shall notify the City of the interest rate borne by the 2017 Series B Bonds by electronic mail at such address as provided by the City to the Calculation Agent in writing within ten (10) Business Days after the effective date of such rate (or such other manner and time as acceptable to the City and the Calculation Agent) and the Lender will also provide an invoice on a monthly

basis of amounts due hereunder and under the 2017 Series B Bonds on or prior to each interest payment date.

(2) Interest will be computed on the basis of the actual number of days elapsed over a year of 360 days, as the case may be. The interest rate borne by the 2017 Series B Bonds will be rounded, if necessary, upward to the fifth decimal place.

(3) The determination of the Interest Rate by the Calculation Agent (absent manifest error) shall be conclusive and binding upon the City and the Lender.

(4) Upon the occurrence of any Event of Default under the Continuing Covenant Agreement (a "2017B Event of Default") until such time as such 2017B Event of Default is cured, the 2017 Series B Bonds shall bear interest at the Default Rate; provided that the 2017 Series B Bonds shall not bear interest at the Default Rate if the Lender provides the Trustee, the Calculation Agent (if other than the Initial Purchaser) and the City with written notice that notwithstanding the occurrence of such 2017B Event of Default the 2017 Series B Bonds shall not bear interest at the Default Rate. Notwithstanding the foregoing, the Default Rate shall not apply as a result of an event of default solely attributable to a breach of the covenants contained in Section 7.01 hereof.

(5) [Reserved.]

(6) Upon the occurrence of a Determination of Taxability and so long as the Default Rate shall not be in effect, the interest rate on the 2017 Series B Bonds will be adjusted, retroactive to the date interest was included in the gross income of the Holders of the 2017 Series B Bonds for Federal income tax purposes (net of any interest paid on the 2017 Series B Bonds during such period), to the Taxable Rate in accordance with the 2017 Series B Bonds.

(7) The interest rate borne by the 2017 Series B Bonds may never exceed the Maximum Rate. If, due to the limitation of the Maximum Rate, the Lender receives less interest during any period than it would be entitled to receive hereunder or under the 2017 Series B Bonds but for the limitation of the Maximum Rate, during any subsequent period in which the Lender is otherwise entitled hereunder or under the 2017 Series B Bonds to be paid interest and such interest is calculated at a rate which is less than the Maximum Rate, the Lender shall instead receive interest for such period computed at a rate equal to the Maximum Rate until such Lender has received, in the aggregate, the amount of interest due such Lender hereunder and under the 2017 Series B Bonds but for the limitation of the Maximum Rate.

(8) The Calculation Agent (if other than the Initial Purchaser) shall only be required to take notice of a Determination of Taxability, a 2017B Event of Default or a change in the Applicable Spread due to a withdrawal or change in the unenhanced credit rating on the 2017 Series B Bonds upon receipt of written direction indicating the effective date of such event, from the City, or from a majority of the Holders of the 2017 Series B Bonds, upon providing evidence satisfactory to the Trustee of the occurrence of such event.

SECTION 3.06 MANDATORY TENDER AND REMARKETING OF 2017 SERIES B BONDS.

(1) Upon each Bank Purchase Date, 2017 Series B Bonds shall be subject to mandatory tender at the Tender Price, payable in immediately available funds, in each case subject to the provisions of Section 3.04 and paragraph 5 below. For payment of the Tender Price on the applicable Bank Purchase Date, a 2017 Series B Bond must be delivered at or prior to 10:00 a.m. on the Bank Purchase Date. If delivered after that time, the Tender Price shall be paid on the next Business Day.

(2) In connection with any mandatory tender for purchase of 2017 Series B Bonds in accordance with paragraph 1 above, not less than fifteen (15) days prior to each Bank Purchase Date the Trustee shall give written notice of such Bank Purchase Date to the City and the Remarketing Agent, if any. Failure to mail such notice or any defect therein shall not affect the rights or obligations of the Holders of the 2017 Series B Bonds and the Trustee shall not be liable to the Holders of the 2017 Series B Bonds by reason of its failure to mail such notice or any defect therein.

(3) Unless the Bank Purchase Date shall be extended as provided in the definition thereof, at least thirty (30) days prior to each Bank Purchase Date, the City may appoint a Remarketing Agent. The City shall notify the Remarketing Agent and the Trustee of the next Bank Purchase Date. Not later than 11:00 a.m. Eastern time on the date that is two (2) Business Days prior to the commencement of a new Placement Period, the Remarketing Agent shall notify the Trustee and the City of the appropriate Applicable Percentage and Applicable Spread, such Applicable Percentage and Applicable Spread to be those that, in the sole judgment of the Remarketing Agent, taking into account prevailing financial market conditions, would be the minimum amounts required to sell the 2017 Series B Bonds at Par on the first day of such Placement Period for a period of time equal to the duration of such Placement Period. The duration of the Placement Period shall be for the period from such Bank Purchase Date to the earlier of the next succeeding Bank Purchase Date and the final maturity date of the 2017 Series B Bonds. The notice from the Remarketing Agent to the City and the Lender establishing the duration of the new Placement Period, the new Applicable Percentage and/or the new Applicable Spread shall be accompanied by a Favorable Opinion to the effect that, on the date of such new Placement Period, the interest on the 2017 Series B Bonds is excludable from the gross income of the Holders of the 2017 Series B Bonds thereof for federal income tax purposes or that the establishment of the new Applicable Percentage and/or Applicable Spread for the Placement Period will not, in and of itself, adversely affect the exclusion of interest on the 2017 Series B Bonds from the gross income of the holder thereof for federal income tax purposes. After delivery of such notices and Favorable Opinion, the Remarketing Agent shall attempt to remarket the 2017 Series B Bonds upon the foregoing terms.

(4) If the Remarketing Agent is able to remarket all of the 2017 Series B Bonds, (a) the amount of such remarketing shall be deposited into the 2017 Series B Remarketing Account which is hereby created with the Trustee, (b) the purchasers thereof shall become the new Holders of the 2017 Series B Bonds for the new Placement Period, and (c) the proceeds from the remarketing shall be applied, together with accrued

interest paid by the City to pay the Tender Price thereof. At the commencement of each new Placement Period the Trustee shall notify the Holders of the 2017 Series B Bonds of the Applicable Percentage, Applicable Spread and next Bank Purchase Date. After a Failed Purchase, the City may request the Remarketing Agent to continue to attempt to remarket the 2017 Series B Bonds until such time as there shall be a successful remarketing of all of the 2017 Series B Bonds at Par.

(5) If on a Bank Purchase Date sufficient funds are not available for the purchase of all 2017 Series B Bonds tendered or deemed tendered on such Bank Purchase Date and on such Bank Purchase Date no 2017B Event of Default has occurred and is continuing and the representations and warranties of the City in the Continuing Covenant Agreement are true and correct, as if made on such date (other than those representations and warranties made as of a specific date), the failure to pay the Tender Price of all tendered 2017 Series B Bonds when due and payable shall not constitute a 2017B Event of Default and all tendered 2017 Series B Bonds shall be returned to the original holders thereof (which may be through the book-entry system as provided in Section 3.04 above if they are Book-Entry Only 2017 Series B Bonds) and the Interest Rate shall be determined as provided by Section 3.08 hereof, through and including the last day of the Amortization Period and shall be subject to mandatory Sinking Fund Installments as provided in Section 3.07 hereof. If on the date of a Bank Purchase Date the conditions set forth in the preceding sentence are not satisfied, the failure to pay the Tender Price on such Bank Purchase Date will constitute a 2017B Event of Default.

(6) The Trustee shall maintain records setting forth the duration of the Placement Period, the Applicable Percentage and the Applicable Spread with respect to the 2017 Series B Bonds.

(7) The 2017 Series B Bonds may be remarketed to the City or an affiliate thereof upon delivery to the Trustee of a Favorable Opinion. Unless otherwise expressly provided by the City, a purchase of the 2017 Series B Bonds by or through the City or the Trustee, or any other related or similar party, pursuant to a tender by the Bondholders thereof shall not be deemed a prepayment of such 2017 Series B Bonds and will not be deemed to extinguish or discharge the indebtedness evidenced by such 2017 Series B Bonds or the obligations of the City under the Bond Resolution. Any 2017 Series B Bonds purchased by or on behalf of the City pursuant to a tender by the Bondholders thereof shall be purchased with the intent that the indebtedness evidenced by such 2017 Series B Bonds shall not be extinguished or discharged; such indebtedness shall not be extinguished or discharged and such 2017 Series B Bonds shall be registered as directed by the City and shall remain outstanding under the Bond Resolution unless and until such 2017 Series B Bonds is delivered to the Trustee for cancellation.

SECTION 3.07 MANDATORY SINKING FUND INSTALLMENTS DURING AMORTIZATION PERIOD; MANDATORY TENDER UPON CERTAIN EVENTS.

(1) Notwithstanding any scheduled mandatory Sinking Fund Installments set forth in the 2017 Series B Bonds, the 2017 Series B Bonds shall be due and payable in full on the date of any Failed Purchase unless on the date of any Failed Purchase no

2017B Event of Default is continuing and the representations and warranties of the City in the Continuing Covenant Agreement are true and correct (except for those representations and warranties made as of a specific date) in which case the 2017 Series B Bonds shall be subject to mandatory prepayment prior to maturity, in part, pursuant to mandatory Sinking Fund Installments payable in ten (10) equal semi-annual principal installments commencing on the first day of the month six (6) full months following from the date of the Failed Purchase and continuing on the first day of each six-month period thereafter with a final balloon payment becoming due on the tenth principal installment date or, earlier if the scheduled maturity date should occur before the tenth principal installment payment date, together with accrued interest thereon, and without premium; provided, however, after the 2017 Series B Bonds shall have been remarketed in accordance with Section 3.06, the scheduled mandatory Sinking Fund Installments set forth in the 2017 Series B Bonds shall resume or shall be adjusted as described in paragraph 3 below.

(2) Upon the occurrence of a 2017B Event of Default, in addition to any other remedies available hereunder or at law or in equity, subject to Section 7.03 of the Continuing Covenant Agreement, each Holder of a 2017 Series B Bond, in its sole discretion, may by written notice to the City, tender any or all such 2017 Series B Bonds for purchase by the City and the City shall thereupon be obligated to pay immediately the Tender Price of each such 2017 Series B Bond so tendered at or prior to 10:00 a.m. on such Tender Date.

(3) Notwithstanding anything herein to the contrary, upon the end of any Amortization Period due to a remarketing of the 2017 Series B Bonds, upon the request of the City and provision of a Favorable Opinion to the Trustee, without the consent of any of Owners of the 2017 Series B Bonds, the scheduled mandatory Sinking Fund Installments may be amended to provide for approximately level debt service of the Bonds or level debt service with respect to the mandatory Sinking Fund Installments.

SECTION 3.08. INTEREST RATE AFTER FAILED PURCHASE.

Notwithstanding the foregoing provisions of this Article III, if any 2017 Series B Bonds are tendered or deemed tendered for purchase pursuant to Section 3.06 hereof and the Tender Price therefor is not paid as contemplated by Section 3.06 hereof and the conditions set forth in Section 3.06(5) and Section 3.07(1) of this Resolution are satisfied, from and after the Bank Purchase Date on which such 2017 Series B Bonds were not purchased (a "Failed Purchase") until such date as all tendered 2017 Series B Bonds have been purchased and the Tender Price paid therefor, the interest rate on all of the 2017 Series B Bonds shall be calculated as follows:

(a) From and including the date of the Failed Purchase through the 180th day thereafter, interest shall be calculated at the Base Rate, but in no event in excess of the Maximum Rate;

(b) From and including the 181st day after the Failed Purchase, interest shall be calculated at the Base Rate plus one percent (1%) per annum, but in no event in excess of the Maximum Rate; and

(c) From and including the fifth (5th) anniversary of the Failed Purchase and each day thereafter, interest shall be calculated at the Default Rate;

provided that upon the occurrence of any 2017B Event of Default upon written notice given to the Calculation Agent (if other than the Initial Purchaser), Trustee and the City and during the continuance of any such Event of Default, interest shall be calculated at the Default Rate; *provided, further, however*, in no event shall the interest be calculated at a rate in excess of the Maximum Rate. Interest payable pursuant to this Section shall be paid in arrears on the first Business Day of each month.

SECTION 3.09. EXECUTION OF 2017 SERIES B BONDS AND RELATED DOCUMENTS. The Mayor of the City is hereby authorized to execute the 2017 Series B Bonds on behalf of the City, subject to the approval of the City Attorney as to form and legality; *provided, however*, that the 2017 Series B Bonds shall be executed and delivered pursuant to the Master Resolution and applicable law. The Clerk of the Commission of the City is hereby authorized to cause the seal of the City to be affixed to each of the 2017 Series B Bonds. Such officers are each hereby authorized to deliver such 2017 Series B Bonds on behalf of the City.

U.S. Bank National Association, as Trustee under the Bond Resolution, is hereby requested and authorized to authenticate the 2017 Series B Bonds in the aggregate principal amount determined as provided in Section 3.01 hereof, and to deliver such 2017 Series B Bonds to the Initial Purchaser, upon payment for the account of the City of the sum specified in the Purchase Contract pursuant to the terms of the Bond Resolution and the Purchase Contract. U.S. Bank National Association is hereby requested to execute an acceptance of the office of Paying Agent for the 2017 Series B Bonds in substantially the form attached hereto as Exhibit "A."

The signatures of the Mayor or the Mayor Pro Tem and City Clerk on the 2017 Series B Bonds may be a manual or facsimile signature. In case one or more of the officers who have signed or sealed the 2017 Series B Bonds shall cease to be such officer of the City before the 2017 Series B Bonds so signed and sealed shall have been actually delivered, such 2017 Series B Bonds may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such 2017 Series B Bonds had not ceased to hold such office. The 2017 Series B Bonds may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such 2017 Series B Bonds shall hold the proper office, although at the date of such 2017 Series B Bonds such person may not have held such office or may not have been so authorized.

SECTION 3.10. FORM OF 2017 SERIES B BONDS; TRUSTEE'S CERTIFICATE OF AUTHENTICATION. Subject to the provisions of the Bond Resolution, the form of the 2017 Series B Bonds and the Trustee's certificate of authentication shall be of substantially the following tenor with such omissions, insertions, and variations as may be necessary and desirable, and as may be authorized or permitted by the Bond Resolution and approved by the Mayor and the Trustee:

At such times as the 2017 Series B Bonds are Book-Entry Only 2017 Series B Bonds, each 2017 Series B Bond shall contain or have endorsed thereon the following legend:

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE RESOLUTION TO THE CONTRARY, (A) THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO A NOMINEE OF DTC, OR BY A NOMINEE OF DTC TO DTC OR A NOMINEE OF DTC, OR BY DTC OR A NOMINEE OF DTC TO ANY SUCCESSOR SECURITIES DEPOSITORY OR ANY NOMINEE THEREOF AND (B) A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

In addition, so long as DTC shall serve as Securities Depository for the 2017 Series B Bonds, each 2017 Series B Bond shall contain or have endorsed thereon the following legend, which legend the City hereby determines to be necessary or desirable:

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL OR REDEMPTION PRICE, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION THEREFOR IS REGISTERED IN THE NAME OF DTC OR ITS NOMINEE OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, CEDE & CO., AS NOMINEE OF DTC, HAS AN INTEREST HEREIN.

In addition, each 2017 Series B Bond shall contain or have endorsed thereon the following legend, which legend the City hereby determines to be necessary or desirable:

THIS BOND IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE SUPPLEMENTAL RESOLUTION REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO AN AFFILIATE OF THE BONDHOLDER, TO A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED

BY THE BONDHOLDER OR A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933 WHO EXECUTES AND DELIVERS A LETTER IN THE FORM OF EXHIBIT IV TO THE PURCHASE CONTRACT REFERENCED IN THE SUPPLEMENTAL RESOLUTION, HEREAFTER IDENTIFIED.

REGISTERED
NO. R-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF GAINESVILLE
VARIABLE RATE UTILITIES SYSTEM REVENUE BOND,
2017 SERIES B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
As described herein	_____, 1, 20____	_____, 2017	_____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GAINESVILLE, FLORIDA (herein called the "City"), a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, acknowledges itself indebted to, and for value received, hereby promises to pay to the Registered Owner (named above) or registered assigns, on the Maturity Date (stated above), but solely from the funds pledged therefor, upon presentation and surrender of this bond at the office of U.S. Bank National Association (such bank and any successor thereto being referred to herein as the "Paying Agent"), the Principal Amount (stated above) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay, but solely from the funds pledged therefor, interest on such Principal Amount in like coin or currency from the Original Issue Date (stated above), or, if one or more payments of interest has or have theretofore been made or duly provided for, from the most recent interest payment date to which interest has been paid or duly provided for, payable on the first Business Day of each calendar month commencing _____ 1, 2017 (each an, Interest Payment Date"), at a rate per annum equal initially to the Adjusted LIBOR Rate as adjusted from time to time and such other rates of interest all as determined pursuant to the Supplemental Resolution hereinafter referred to, until the City's obligation with respect to the payment of such Principal Amount shall be discharged. The interest so payable, and punctually paid or duly provided for, on any interest payment date will, as provided in the Resolution hereinafter referred to, be paid to the person in whose name this bond is registered at the close of business on the Regular Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, such payment to be made by check or draft or wire transfer (or other electronic payment method) of the Trustee hereinafter referred to, as Paying Agent, mailed to such person at the address shown on the registration books of the City kept for that purpose at the principal offices of the Trustee,

as Bond Registrar. However, so long as this bond shall be restricted to being registered in the registration books of the City in the name of the Securities Depository (as defined in the Resolution) for this bond, the provisions of the Resolution governing Book Entry Bonds (as defined in the Resolution) shall govern the manner of payment of the principal or redemption price of, and interest on, this bond. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the person in whose name this bond is registered on the Regular Record Date, and shall be paid, in the manner described above, to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to holders of bonds of the series of which this bond is one not less than 10 days prior to such Special Record Date.

This bond is one of a duly authorized series of bonds of the City designated as its "Variable Rate Utilities System Revenue Bonds, 2017 Series B" (herein sometimes called the "2017 Series B Bonds"), in the aggregate principal amount of \$ _____ issued pursuant to Chapter 90-394, Laws of Florida, 1990, as amended, and other applicable provisions of law (herein called the "Act") and under and pursuant to a resolution of the City, adopted June 6, 1983, entitled "Utilities System Revenue Bond Resolution," including as amended and restated by the Amended and Restated Utilities System Bond Resolution adopted by the City on January 30, 2003, as amended (the "Bond Resolution"), as supplemented by the Twenty-Eighth Supplemental Bond Resolution adopted by the City on September 21, 2017 (the "Supplemental Resolution" and together with the Bond Resolution, the "Resolution"). As provided in the Resolution, bonds, notes or other evidences of indebtedness of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Resolution provided. The aggregate principal amount of bonds, notes or other evidences of indebtedness which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds, notes or other evidences of indebtedness issued and to be issued under the Resolution are and will be equally secured by the Trust Estate (as hereinafter defined) and covenants made therein, except as otherwise expressly provided or permitted in the Resolution. All such bonds, notes or other evidences of indebtedness issued under and pursuant to the Resolution, as the same may be amended and supplemented from time to time, are hereinafter called the "Bonds".

As provided in the Resolution, the Bonds are direct and special obligations of the City payable solely from and secured as to payment of the principal or redemption price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by (i) the proceeds of the sale of the Bonds, (ii) the Revenues (as defined in the Resolution) and (iii) all Funds established by the Resolution (other than the Debt Service Reserve Account in the Debt Service Fund and any fund which may be established pursuant to paragraph 2 of Section 502 of the Bond Resolution), including the investments and income, if any, thereof (collectively, the "Trust Estate"), subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution. Copies of the Resolution are on file at the office of the City and at the Corporate Trust Office of U.S. Bank National Association, as Trustee under the Resolution, or its successor as Trustee (herein called the "Trustee") and reference is made to the Resolution and any and all supplements

thereto and modifications and amendments thereof and to the Act for a description of the security interest, pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, and for the other terms and provisions thereof.

Upon the occurrence of and during the continuance of a 2017B Event of Default and taking into account the provisions of Section 3.05(4) and 3.05(7) of the Supplemental Resolution, the interest rate otherwise borne hereby shall be adjusted to the Default Rate from and after the effective date of such 2017B Event of Default until such time as such 2017B Event of Default is cured.

Upon the occurrence of a Determination of Taxability, and so long as the Default Rate shall not be in effect, the interest rate otherwise borne by this Bond shall be adjusted to the Taxable Rate, as of and from the Taxable Date is applicable with respect to this Bond; and (i) the City shall on the next interest payment date (or if this Bond shall have matured, within 30 days after demand by the Registered Owner) pay to the Registered Owner from the sources provided in the Bond Resolution an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Taxable Rate from the Taxable Date to such next interest payment date (or maturity date), and (B) the actual interest paid by the City on this Bond from the Taxable Date to such next interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional federal income taxes imposed upon such Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after such next interest payment date, this Bond shall continue to bear interest at the Taxable Rate for the period such determination continues to be applicable with respect to this Bond.

"Applicable Spread" means (i) during the Initial Period, initially ____ basis points (0.____%), which Applicable Spread is subject to adjustment upon any change in any Bond Rating from that in effect on the Delivery Date as provided in the table set forth below:

<u>MOODY'S BOND RATING</u>	<u>S&P BOND RATING</u>	<u>FITCH BOND RATING</u>	<u>APPLICABLE SPREAD</u>
Aa3 or higher	AA- or higher	AA- or higher	0.____%
A1	A+	A+	0.____
A2	A	A	0.____

In the event ratings are assigned by all three Rating Agencies, and only two such ratings are equivalent, the two equivalent ratings shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by all three Rating Agencies and no two such ratings are equivalent, the middle rating shall be used for the purpose of determining the Applicable Spread from the above grid. In the event ratings are assigned by only two Rating Agencies and such ratings are not equivalent, the lower rating shall be used for the purpose of determining the Applicable Spread from the above grid. Any change in the Applicable Spread resulting from a

change in the Bond Rating shall become effective as of and on the date of announcement of the change in such Bond Rating.

References above are to rating categories as presently determined by the Rating Agencies, and in the event of the adoption of any new or changed rating systems or a "global" rating scale by any such Rating Agency, the ratings categories shall be adjusted accordingly to a new rating or ratings which most closely approximates the ratings currently in effect.

(ii) After the Initial Period, "Applicable Spread" shall mean during each Placement Period, the number of basis points determined by the Remarketing Agent designated by the Commission in accordance with Section 3.06(3) of the Supplemental Resolution on or before the first day of such new Placement Period (including any adjustments for changes in ratings on Outstanding Bonds as described in clause (i) in this definition, if any) that, when added to the LIBOR Index, would equal the minimum interest rate per annum that would enable the Remarketing Agent to sell the 2017 Series B Bonds on such date at a price equal to the principal amount thereof, plus accrued interest, if any, thereon and without a premium.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that as a result of an action or inaction of the City interest paid or payable on this Bond is includable in the gross income of the Registered Owner for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the City has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the City's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

"Initial Bank Purchase Date" means _____, 2020.

"Taxable Date" means the date on which interest on this Bond is first includable in gross income of a Lender (including, without limitation, any previous Lender) thereof as a result of a Determination of Taxability.

"Taxable Rate" means an interest rate per annum equal to the interest rate otherwise borne by this Bond multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means the quotient of one (1) over the difference of one (1) minus the Maximum Federal Corporate Tax Rate.

The interest rate borne by this Bond (i) may never exceed the Maximum Rate, (ii) will be calculated on the basis of a 360 day year for the actual number of days elapsed and (iii) will be rounded, if necessary, upward to the fifth decimal place.

Upon a failed purchase this Bond tendered for purchase pursuant to Section 3.06 of the Supplemental Resolution and upon satisfaction of the conditions set forth in Section 3.06(5) and 3.07(1) of the Supplemental Resolution, this Bond shall bear interest

in accordance with Section 3.08 of the Supplemental Resolution until such Bond is successfully remarketed in accordance with Section 3.06 of the Supplemental Resolution.

This bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee, as Bond Registrar, by the registered owner hereof in person, or by such owner's duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or such owner's duly authorized attorney, and thereupon a new fully registered bond or bonds, without coupons, and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The City, the Trustee, the Bond Registrar and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The 2017 Series B Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be given in accordance with the Supplemental Resolution, but the failure to give notice by mail, or any defect in such notice, to the registered owner of any 2017 Series B Bond will not affect the validity of the proceedings for the redemption of any other 2017 Series B Bonds. If notice of redemption or tender shall have been given as aforesaid and shall not have been rescinded or ceased to be in effect, the 2017 Series B Bonds or portions thereof specified in said notice shall become due and payable on the redemption date or tender date, as applicable therein fixed, and if, on the redemption date or tender date, as applicable, moneys for the redemption of all the 2017 Series B Bonds and portions thereof to be redeemed or tendered, as applicable, together with interest to the redemption date or tender date, as applicable, shall be available for such payment on said date, then from and after the redemption date interest on such 2017 Series B Bonds or portions thereof so called for redemption or tender shall cease to accrue and be payable.

The 2017 Series B Bonds are issuable in the form of fully registered bonds in the denominations of \$1,000,000 or any multiple of \$5,000 in excess thereof.

The 2017 Series B Bonds are subject to optional redemption prior to maturity at the election of the City in accordance with the Supplemental Resolution. If less than all of the 2017 Series B Bonds of like maturity are to be redeemed, the particular 2017 Series B Bonds or portions of such Bonds of such maturity (or Sinking Fund Installment) shall be selected by the Trustee in accordance with the Resolution. The 2017 Series B Bonds are subject to mandatory and optional tender by the Holder hereof in accordance with the Supplemental Resolution.

Except during an Amortization Period, the Bonds are subject to mandatory Sinking Fund Installments in part, by lot, on October 1, 20__ and on each October 1 thereafter at a price of par, plus accrued interest to the date of redemption as follows:

<u>Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>
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* Final Maturity

Notwithstanding the foregoing, this Bond is subject to mandatory Sinking Fund Installments during an Amortization Period in accordance with Section 3.07 of the Supplemental Resolution. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day other than a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The City and the Registered Owner, by acceptance of this Bond, hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with this Bond and any other document or instrument contemplated to be executed in conjunction with this Bond, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the City and the Registered Owner entering into or accepting this Bond.

This Bond and the Bond Resolution as supplemented and amended by the Supplemental Resolution shall be governed by applicable federal law and the internal laws of the State of Florida. The City agrees that certain material events and occurrences relating to this Bond bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Bond shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to this Bond, the City consents to the jurisdiction and venue of any court located or having jurisdiction over Alachua County, Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under the laws of the State of Florida.

This Bond has been designated by the City as a Variable Rate Bond and an Option Bond as provided by the Bond Resolution.

This Bond does not constitute a general indebtedness or a pledge of the full faith and credit of the City within the meaning of any constitutional or statutory provision or

limitation of indebtedness. It is expressly agreed by the holders of this bond that (a) no holder shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the City for the payment of the principal of or interest on this bond or the making of any payments provided for in the Resolution, and (b) this Bond and the obligation evidenced thereby shall not constitute a lien upon any property of or in the City, but shall constitute a lien only on the Trust Estate in the manner provided in the Resolution.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the City, complies in all respects with the applicable laws of the State of Florida including, particularly, the Act.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

By acceptance hereof, the Registered Owner shall be deemed to have irrevocably consented in writing to the amendments to the Bond Resolution as set forth in a Resolution adopted on September 21, 2017 and incorporating by reference the Second Amended and Restated Bond Resolution.

IN WITNESS WHEREOF, THE CITY OF GAINESVILLE, FLORIDA has caused this bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Clerk of the Commission.

THE CITY OF GAINESVILLE, FLORIDA

Mayor

Dated: _____

Attested:

Clerk of the Commission

Approved as to Form and Legality:

City Attorney

[FORM OF CERTIFICATE OF AUTHENTICATION ON 2017 SERIES B BONDS]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
Trustee

By: _____
Authorized Officer

**ARTICLE IV
APPLICATION OF PROCEEDS**

SECTION 4.01. APPLICATION OF PROCEEDS OF 2017 SERIES B BONDS. In accordance with subsection (7) of paragraph 1 of Section 202 and paragraph 2 of Section 203 of the Master Resolution, the proceeds of the 2017 Series B Bonds, to the extent permitted under the Code and not otherwise provided by the City by certificate of the General Manager or Chief Financial Officer or such other Authorized Officer, delivered at or prior to the Delivery Date, together with certain legally available funds of the City, if any, shall be applied in the following manner:

(A) An amount sufficient to pay costs of issuance of the 2017 Series B Bonds and any costs of any related Qualified Hedging Contract related to the 2017 Series B Bonds shall be deposited to the 2017 Project Account and applied to pay such costs (which any of such costs may be paid directly by the Initial Purchaser).

(B) The remaining proceeds shall be deposited into the 2017 Project Account and shall be used to pay the Cost of Acquisition and Construction of the 2017 Series A Project, in accordance with the provisions of Section 503 of the Master Resolution and Section 2.06 of the Twenty-Seventh Supplemental Bond Resolution, and to fund such other reserves and deposits related thereto, all as provided in a certificate of the General Manager or Chief Financial Officer or such other Authorized Officer; provided, however, that in lieu of depositing all of such funds in the 2017 Project Account, the General Manager or Chief Financial Officer may direct the Initial Purchaser to transfer a portion of such remaining proceeds by wire transfer directly to the Seller under the Asset Purchase Agreement to satisfy the City's obligations to pay the purchase price thereunder.

No proceeds of the 2017 Series B Bonds shall be deposited into the Rate Stabilization Fund or any subaccount in the Debt Service Reserve Account. The 2017

Series B Bonds will not be secured by the Debt Service Reserve Account or any subaccount created therein.

**ARTICLE V
ADDITIONAL COVENANTS**

SECTION 5.01. ADDITIONAL COVENANTS OF THE CITY. In addition to the covenants and agreements of the City set forth in the Bond Resolution, the City covenants and agrees to comply with all terms, conditions and covenants contained in the Continuing Covenant Agreement, which are incorporated by reference herein.

**ARTICLE VI
APPROVAL OF DOCUMENTS**

SECTION 6.01. AUTHORIZATION AND APPROVAL OF NEGOTIATED SALE OF THE 2017 SERIES B BONDS AND EXECUTION OF THE PURCHASE CONTRACT AND CONTINUING COVENANT AGREEMENT; DELEGATION OF AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH. The form of the Purchase Contract and Continuing Covenant Agreement substantially in the forms attached hereto as Exhibit "B" and Exhibit "C," respectively, are hereby approved, subject to such changes, insertions and omissions and such filling of blanks therein as may be approved and made in such Purchase Contract and such Continuing Covenant Agreement by the General Manager, the Chief Financial Officer or any other Authorized Officer, executing the same, in a manner consistent with the provisions of this Resolution and subject to the terms hereof, such execution to be conclusive evidence of such approval. Upon compliance with the provisions in Section 3.01 herein and receipt of a disclosure statement and truth-in-bonding statement from the representative of the Initial Purchaser meeting the requirements of Section 218.385, Florida Statutes, and subject to the other provisions of this Resolution, the Authorized Officer signing the same, with the advice of the financial advisor to the System, is hereby authorized and directed to accept the offer of the Initial Purchaser to purchase the 2017 Series B Bonds, upon the terms, conditions and redemption provisions set forth in the Purchase Contract. Subject to the provisions set forth herein, the General Manager, the Chief Financial Officer or such other Authorized Officer, is hereby authorized to execute the Purchase Contract and the Continuing Covenant Agreement for and on behalf of the City pursuant to the terms hereof and of the Purchase Contract and the Clerk is hereby authorized to attest such signatures to the extent required by the form of the Purchase Contract and the Continuing Covenant Agreement, subject to the approval of the City Attorney as to form and legality.

SECTION 6.02. EXECUTION AND DELIVERY OF APPLICABLE DOCUMENTS. The Authorized Officers, collectively or individually, upon satisfaction of the conditions set forth herein, are hereby authorized to execute the Purchase Contract and the Continuing Covenant Agreement, each subject to completion thereof, and with such changes therein as the officer(s) executing the same may approve as necessary and desirable and in the best interests of the City, such approval to be evidenced by the execution and delivery thereof, subject to the approval of the City Attorney as to form and legality. The Clerk of the Commission of the City is hereby authorized to cause the

seal of the City to be affixed to each foregoing documents and to attest the same, to the extent required therein. Such officers are each hereby authorized to deliver such agreements on behalf of the City. The Authorized Officers, individually and collectively and the officers, attorneys and other agents or employees of the City are each hereby authorized to do all acts and things required of them by the Bond Resolution, the Continuing Covenant Agreement or the Purchase Contract or desirable or consistent with the requirements of the Bond Resolution, the Continuing Covenant Agreement or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the 2017 Series B Bonds, the Bond Resolution, the Continuing Covenant Agreement and the Purchase Contract, and each Authorized Officer, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments, and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 6.03. FURTHER ACTIONS. Each Authorized Officer is hereby authorized and empowered to execute and deliver or cause to be executed and delivered such other documents and opinions and to do all such acts and things as may be necessary or desirable in connection with the adoption of this Resolution and the approval, execution and delivery of the Purchase Contract and the Continuing Covenant Agreement and the carrying out of their terms and the terms of the Bond Resolution and the issuance, sale, execution and delivery of the 2017 Series B Bonds.

ARTICLE VII TAX MATTERS

SECTION 7.01. TAX COVENANT. It is the intention of the City and all parties under its control that the interest on the 2017 Series B Bonds issued hereunder be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with each of the holders of the 2017 Series B Bonds issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the 2017 Series B Bonds issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(A) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(B) to set aside sufficient moneys from the Revenues to timely pay the Rebate Amount to the United States of America;

(C) to pay, at the times and to the extent required under the Code, the Rebate Amount to the United States of America from the funds described in (B) above;

(D) to maintain and retain all records pertaining to the Rebate Amount with respect to the 2017 Series B Bonds issued hereunder and required payments of the Rebate Amount with respect to the 2017 Series B Bonds for at least six years after the final maturity of the 2017 Series B Bonds or such other period as shall be necessary to comply with the Code;

(E) to refrain from taking any action that would cause the 2017 Series B Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code; and

(F) to refrain from using proceeds of the 2017 Series B Bonds issued hereunder in a manner that would cause the 2017 Series B Bonds or any of them to be classified as private activity bonds under Sections 141(a) and/ or 141(d) of the Code.

The City understands that the foregoing covenants impose continuing obligations of the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the 2017 Series B Bonds.

Notwithstanding any other provision of the Bond Resolution, the obligation of the City to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section shall survive the defeasance or payment in full of the 2017 Series B Bonds.

Notwithstanding any other provision of the Bond Resolution to the contrary, (a) upon the City's failure to observe or refusal to comply with the above covenants, the Holders of the 2017 Series B Bonds, or the Trustee acting on their behalf, shall be entitled to the rights and remedies provided to Bondholders under the Bond Resolution, other than the right (which is hereby abrogated solely in regard to the City's failure to observe or refusal to comply with the covenants of this Section) to declare the principal of all 2017 Series B Bonds then outstanding, and the interest accrued thereon, to be due and payable, and (b) neither the Holders of the Bonds of any Series other than the 2017 Series B Bonds, nor the Trustee acting on their behalf, shall be entitled to exercise any right or remedy provided to Bondholders under the Bond Resolution based upon the City's failure to observe, or refusal to comply with, the above covenants.

ARTICLE VIII ADDITIONAL REMEDIES

SECTION 8.01. REMEDIES. Notwithstanding anything to the contrary in Section 801 of the Bond Resolution, a default of any of the covenants contained in Section 7.01 of this Resolution shall not be an "Event of Default" under the Bond Resolution nor a 2017B Event of Default, and the sole remedy of the Lender shall, upon a Determination of Taxability, be an adjustment of the interest rate on the 2017 Series B Bonds to the Taxable Rate to the extent and in the manner described herein and in the 2017 Series B Bonds.

**ARTICLE IX
AMENDMENT TO BOND RESOLUTION**

SECTION 9.01. SPRINGING AMENDMENTS. The City on the date hereof has adopted a resolution amending and restating the Bond Resolution. By acceptance of a 2017 Series B Bond, the holder thereof shall be deemed to have irrevocably consented to the amendments in writing as set forth in a Resolution adopted by the City on September 21, 2017 and incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution.

**ARTICLE X
MISCELLANEOUS**

SECTION 10.01. FURTHER ASSURANCES. The City agrees that it shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents and instruments and take such further actions as may be required to continue the perfection and priority of the lien and security interest of the Owners of Obligations in the Trust Estate to the extent provided herein.

SECTION 10.02. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any other provisions of the Bond Resolution or this Resolution or of the Outstanding Obligations.

Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution approved and adopted September 21, 2017.

CITY OF GAINESVILLE, FLORIDA



Mayor

ATTESTED:



Clerk of the Commission

Approved as to Form and Legality:



City Attorney

#53315145_v6

EXHIBIT "A"

ACCEPTANCE OF OFFICE OF PAYING AGENT

_____, 2017

Dear Sirs:

The undersigned hereby accepts the duties and obligations of Paying Agent for the Utilities System Revenue Bonds, 2017 Series B of the City of Gainesville, Florida (the "City") imposed upon the undersigned by the Utilities System Revenue Bond Resolution of the City adopted June 6, 1983, as amended, restated and supplemented, including inter alia, by the Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on January 30, 2003, as amended.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Title:

EXHIBIT "B"

PURCHASE CONTRACT

§ _____
CITY OF GAINESVILLE, FLORIDA
Variable Rate Utilities System
Revenue Bonds, 2017 Series B

CONTRACT OF PURCHASE

_____, 2017

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

Honorable Mayor and Commissioners:

Wells Fargo Bank, National Association (the “Purchaser”) offers to enter into the following agreement with you, the City of Gainesville, Florida (hereinafter sometimes called the “City”) which, upon acceptance of this offer, will be binding upon you and upon the Purchaser. This offer is made subject to your acceptance of this Contract of Purchase (this “Contract of Purchase”) on or before 5:00 P.M., Florida time, on _____, 2017.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, on the Closing Date as hereinafter defined, the Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser all, but not less than all, of the following bonds: Variable Rate Utilities System Revenue Bonds, 2017 Series B (the “2017 Variable Rate Bonds”), in the principal amount of \$_____ and maturing on October 1, 20____, but subject to optional and mandatory redemption and optional and mandatory tender as described in the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution of the City adopted on _____, 2017 (the “Supplemental Resolution”), authorizing the issuance of the 2017 Variable Rate Bonds. The 2017 Variable Rate Bonds shall mature at the times, in the amounts and shall bear interest at such rates, all as set forth in the Supplemental Resolution. The 2017 Variable Rate Bonds shall be subject to optional mandatory redemption and such other covenants as set forth in the Continuing Covenant Agreement, a form of which is attached as Appendix VI hereto (the “Covenant Agreement”). Interest on the 2017 Variable Rate Bonds is payable on the first Business Day of each month commencing _____ 1, 2017. The purchase price for the 2017 Variable Rate Bonds is \$_____ (the principal amount of the 2017 Variable Rate Bonds) (the “Purchase Price”). The 2017 Variable Rate Bonds will be Book-Entry Only 2017 Series B Bonds. The initial Applicable Spread referred to in the Supplemental Resolution shall equal [0.32] [0.35]%, subject to adjustment as provided in the Supplemental Resolution.

All capitalized terms used and not defined herein shall have the meanings assigned in the Bond Resolution defined below.

2. Authorizing Instruments and Source of Security. The 2017 Variable Rate Bonds have been authorized by the Supplemental Resolution.

The 2017 Variable Rate Bonds shall be issued and secured under and pursuant to the provisions of the Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on January 30, 2003, as amended from time to time (the “General Bond Resolution”) and as supplemented pursuant to the Supplemental Resolution (collectively, the “Bond Resolution”).

The information required by Section 218.385(2), (3) and (6), Florida Statutes, to be provided to the City by the Purchaser is set forth in Appendix II hereto.

3. Delivery of Supplemental Resolution. On or prior to the date hereof, the City shall deliver, or cause to be delivered to the Purchaser a copy of the Supplemental Resolution, certified to by the City.

4. Authority of the Purchaser. The Purchaser hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past 36 months as all such terms are defined in Section 287.133, Florida Statutes.

5. Purchase for Own Account. The Purchaser hereby represents that it is not acting as a broker or other intermediary, and is purchasing the 2017 Variable Rate Bonds as an investment from its own capital and for its own account and not with a present view to a resale or other distribution to the public; provided, however, the Purchaser reserves the right to transfer or sell the 2017 Variable Rate Bonds in its sole discretion but subject to the requirements and restrictions of the Supplemental Resolution. The Purchaser shall on the delivery date of the 2017 Variable Rate Bonds deliver an Investor Certificate in substantially the form as set forth in Appendix IV hereto.

6. Representations and Warranties of the City. The City represents and warrants to, and agrees with, the Purchaser that, as of the date hereof:

(a) The City is a duly established public body corporate organized and existing under the laws of the State of Florida.

(b) The City has duly authorized the Bond Resolution, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in the 2017 Variable Rate Bonds, this Contract of Purchase and the Supplemental Resolution and has duly authorized and approved the performance of its obligations contained in the Bond Resolution and the consummation of all other transactions contemplated thereby.

(c) The City has full legal right, power and authority (i) to enter into this Contract of Purchase, (ii) to issue, sell and deliver the 2017 Variable Rate Bonds to the Purchaser pursuant to the Bond Resolution, as provided herein, and (iii) to carry out and consummate the transactions contemplated by this Contract of Purchase, the Bond Resolution, the Covenant Agreement and the Supplemental Resolution and, to the knowledge of the City, compliance with the provisions thereof will not conflict with or constitute a breach of or default under any

applicable law, administrative regulation, court order or consent decree of the State of Florida or any department, division, agency or instrumentality thereof or, of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, indenture, agreement or other instrument to which the City is a party or may be otherwise subject.

(d) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the City of its obligations hereunder and under the Bond Resolution, the 2017 Variable Rate Bonds, the Covenant Agreement and this Contract of Purchase have been obtained.

(e) No litigation is pending or, to the knowledge of the City and except as disclosed to the Purchaser, threatened in any court in any way affecting the corporate existence of the City or the titles of the Members of the City to their respective positions, or seeking to restrain or enjoin the issuance, sale or delivery of the 2017 Variable Rate Bonds, or in any way contesting or affecting the validity or enforceability of the 2017 Variable Rate Bonds, the Bond Resolution or this Contract of Purchase or contesting the power of the City or its authority with respect to the 2017 Variable Rate Bonds, this Contract of Purchase, the Covenant Agreement or the Bond Resolution.

(f) The City will apply the proceeds of the 2017 Variable Rate Bonds in accordance with the Bond Resolution to pay a portion of the cost of the acquisition of the Gainesville Renewable Energy Center (the "Project"), and to pay costs of issuance thereof.

(g) The City acknowledges and agrees that (i) the purchase and sale of the 2017 Variable Rate Bonds pursuant to this Contract of Purchase is an arm's-length commercial transaction between the City and the Purchaser, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Purchaser is and has been acting solely as principal and is not acting as the agent, municipal advisor, financial advisor or a fiduciary of the City, (iii) the Purchaser has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the transaction contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the City on other matters) and the Purchaser has no obligation to the City with respect to the transactions contemplated hereby except the obligations of the Purchaser expressly set forth in this Contract of Purchase, (iv) the City has consulted with its own legal, financial, municipal and other advisors to the extent it has deemed appropriate, and (v) the Purchaser has financial and other interests that differ from those of the City.

7. Purchaser Closing Conditions. The Purchaser has entered into this Contract of Purchase in reliance upon the representations, warranties and agreements of the City contained herein, and in the documents and instruments to be delivered at the Closing, and upon the performance by the City of its obligations hereunder at or prior to the Closing Date. Accordingly, the Purchaser's obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the 2017 Variable Rate Bonds on the Closing Date shall be conditioned upon the performance by the City of its obligations to be performed hereunder, and shall also be subject to the following additional conditions, including the delivery by the City of such documents as are

enumerated herein, in form and substance reasonably satisfactory to the Purchaser on or before the Closing Date.

(a) At the time of the Closing, the Bond Resolution will be in full force and effect, and will not have been further amended, modified or supplemented; provided, however the Purchaser acknowledges and has consented to the adoption of Resolution No. ___ containing certain amendments which shall, upon satisfaction of certain conditions set forth therein, amend the Bond Resolution.

(b) At the time of the Closing, all necessary action of the City relating to the issuance of the 2017 Variable Rate Bonds will have been taken and will be in full force and effect.

(c) The Purchaser has the right to terminate the Purchaser's obligations under this Contract of Purchase to purchase, to accept delivery of and to pay for the 2017 Variable Rate Bonds by notifying and consulting with the City regarding its election to do so if on the Closing Date (as defined herein):

(1) All conditions precedent to the acquisition of the Project and the closing thereof by the City as set forth in the Asset Purchase Agreement between the City and Gainesville Renewable Energy Center, LLC ("Seller"), dated as of _____, 2017 (the "Asset Purchase Agreement") have not been satisfied or waived by the City or the Seller; or

(2) The City has failed to issue, simultaneously with the issuance of the 2017 Variable Rate Bonds, its Rate Utilities System Revenue Bonds, 2017 Series A in the principal amount of not less than \$_____ or its Variable Rate Utilities System Revenue Bonds, 2017 Series C in the principal amount of not less than \$_____ (collectively, the "Other 2017 Bonds"); or

(3) An order, decree or injunction of any court of competent jurisdiction, issued or made to the effect that the issuance, offering or sale of obligations of the 2017 Variable Rate Bonds or of the same general character as the 2017 Variable Rate Bonds, including any or all underlying obligations, as contemplated hereby, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws as amended and then in effect; or

(4) Any litigation shall be pending or threatened at the time of the Closing to restrain or enjoin the issuance, sale or delivery of the 2017 Variable Rate Bonds or the City's acquisition of the Project, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the 2017 Variable Rate Bonds or the City's acquisition of the Project, or challenging the existence or powers of the City with respect to its obligations under the Bond Resolution and the Asset Purchase Agreement.

(d) At or prior to the Closing, the Purchaser will have received each of the following:

(1) A specimen copy of the duly executed and authenticated 2017 Variable Rate Bonds.

(2) Executed copies of the Bond Resolution and the Supplemental Resolution.

(3) The approving opinions, dated the Closing Date and addressed to the City, of Holland & Knight LLP, Bond Counsel to the City, in substantially the form attached hereto as Appendix "III," and opinion of such counsel, dated the Closing Date and addressed to the Purchaser, to the effect that such opinion addressed to the City may be relied upon by the Purchaser to the same extent as if such opinion were addressed to them;

(4) An opinion or opinions, dated the Closing Date and addressed to the Purchaser, of Nicolle M. Shalley, the City Attorney, in form and substance attached hereto as Appendix V.

(5) Evidence that the applicable conditions (i) to the issuance of Additional Bonds set forth in Section 202 of the Bond Resolution and (ii) to the acquisition and closing of the Project under Article III of the Asset Purchase Agreement, have been satisfied, except for any financing contingency.

(6) Evidence of the issuance by the City of the Other 2017 Bonds.

(e) On or prior to the Closing, all conditions set forth in Article IV of the Covenant Agreement have been satisfied.

(f) The City shall not have terminated this Contract of Purchase pursuant to Section 8 hereof.

8. City Closing Conditions. The obligations of the City hereunder shall be subject to the performance of the Purchaser of its obligations hereunder and shall also be subject to the following additional conditions:

(1) All conditions precedent to the acquisition of the Project and the closing thereof by the City as set forth in the Asset Purchase Agreement have been satisfied or waived by the City and the Seller on the Closing Date;

(2) The City shall have issued or shall, simultaneously be issuing with the issuance of the 2017 Variable Rate Bonds, the Other 2017 Bonds; and

(3) The City shall have received the Purchase Price with respect to the 2017 Variable Rate Bonds and the proceeds from the issuance and sale with respect to the Other 2017 Bonds, each by wire transfer to the account or accounts directed by it, and the Purchaser shall have delivered to the City on the Closing Date, such customary closing documents as the City may request.

In the event that one or more of the conditions set forth in this Section 8 are not satisfied on or before the Closing Date, the City shall have the right to terminate the City's obligations under this Contract of Purchase, by giving written notice of such termination and releasing the Purchaser of all obligations hereunder, and upon delivery of such notice, this Contract of Purchase will terminate and neither the Purchaser nor the City will be under further obligation hereunder, except

that the respective obligations of the City and the Purchaser set forth in Paragraph 10 will continue in full force and effect.

9. The Closing. The delivery of and payment for the 2017 Variable Rate Bonds (the "Closing") shall take place at the offices of the City in Gainesville, Florida, on _____, 2017 (the "Closing Date"), or on such other date or at such other place as shall have been mutually agreed upon by the City and the Purchaser as the date on or place at which the Closing shall occur. Simultaneously with such delivery and provided that all conditions to the obligations of the Purchaser set forth in Paragraph 7 hereof have been satisfied, the Purchaser will cause the purchase price of the 2017 Variable Rate Bonds to be paid in Federal Funds as directed by the City.

10. Expenses. (a) The Purchaser will be under no obligation to pay, and the City will pay, all expenses incident to the performance of the obligations of the City hereunder including, but not limited to, (i) the cost of the preparation and printing of the 2017 Variable Rate Bonds; (ii) the fees and disbursements of Holland & Knight LLP, Bond Counsel; (iii) the fees and disbursements of Public Financial Management, Inc., Financial Advisor to the City; (iv) the fees and disbursements of U.S. Bank National Association, as Trustee, Registrar and Paying Agent; (v) the fees and disbursements of any other experts, counsel or consultants retained by the City; (vi) all fees of the rating agencies which rate the 2017 Variable Rate Bonds, and (vii) all reasonable and customary expenses incurred by the Purchaser in connection with the negotiation and closing of the transactions contemplated hereby, including the fees and disbursements of counsel retained by it, whether or not the Closing shall occur for any reason.

(b) The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the 2017 Variable Rate Bonds including those reflected in Appendix II attached hereto.

11. Notices. Any notice or other communication to be given to the City under this Contract of Purchase must be given by delivering the same in writing to City of Gainesville, Florida, 200 East University Avenue, Suite 425, Gainesville, Florida 32601, Attention: Nicolle M. Shalley, City Attorney, and any notice or other communication to be given to the Purchaser under this Contract of Purchase must be given by delivering the same in writing to Wells Fargo Bank, National Association, 360 Interstate North Parkway, Suite 500, Atlanta, GA 30339.

12. Benefit of Agreement. This Contract of Purchase is made solely for the benefit of the City and the Purchaser (including the successors or assigns of any Purchaser), and no other person may acquire or have any right hereunder or by virtue hereof.

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

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

15. Entire Agreement. This Contract of Purchase when accepted by you in writing as heretofore specified shall constitute the entire agreement between us.

16. Headings. The headings of the paragraphs and sections of this Contract of Purchase are inserted for convenience only and shall not be deemed to be part hereof.

[Counterpart Signature page to Contract of Purchase]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Purchaser**

By: _____
Name: Patrick Hennessey
Title: Senior Vice President

[Counterpart Signature page to Contract of Purchase]

Accepted at ____ a.m./p.m., Eastern Time, this ____ day of _____, 2017.

CITY OF GAINESVILLE, FLORIDA

Attest:

Title: Clerk

Title: Mayor

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney

APPENDIX I
REDEMPTION AND TENDER PROVISIONS
CITY OF GAINESVILLE, FLORIDA

§ _____
City of Gainesville, Florida
Variable Rate Utilities System
Revenue Bonds, 2017 Series B

Optional Redemption

See Supplemental Resolution and Form of Continuing Covenant Agreement attached hereto.

Mandatory Redemption

See Supplemental Resolution and Form of Continuing Covenant Agreement attached hereto.

Optional and Mandatory Tender

See Supplemental Resolution and Form of Continuing Covenant Agreement attached hereto.

APPENDIX II

DISCLOSURE STATEMENT

The undersigned, Wells Fargo Bank, National Association, as Purchaser, proposes to negotiate with the City of Gainesville, Florida (the "City"), for the sale of the Variable Rate Utilities System Revenue Bonds, 2017 Series in the principal amount of \$_____ (the "2017 Variable Rate Bonds"), to be completed on this date. Prior to the award of the 2017 Variable Rate Bonds, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred by the Purchaser in connection with the issuance of the 2017 Variable Rate Bonds:

	<u>\$/1000</u>	<u>Amount</u>
Purchaser's Counsel	\$	\$
Out of Pocket Expenses		
TOTAL	<u>\$</u>	<u>\$</u>

2. (a) The names, addresses and estimated amounts of compensation of any finders, as defined in Section 218.386 Florida Statutes, connected with the issuance of the 2017 Variable Rate Bonds.

None

(b) Any other fee, bonus and other compensation estimated to be paid by the Purchaser in connection with the issuance of the 2017 Variable Rate Bonds to any person not regularly employed or retained by the Purchaser.

None

3. The amount of the underwriting spread (the difference between the price at which the 2017 Variable Rate Bonds will be initially offered to the public by the Purchaser and the price to be paid to the City for the 2017 Variable Rate Bonds, exclusive of accrued interest) expected to be realized by the Purchaser is \$-0-.

4. Truth-in-Bonding Statement. The proceeds from the sale of the 2017 Variable Rate Bonds, together with other legally available funds, will be used for the purpose of (i) financing the acquisition of the Gainesville Renewable Energy Center, and other improvements related thereto, and (ii) paying certain costs of issuance incurred in connection with the issuance of the 2017 Variable Rate Bonds. The 2017 Variable Rate Bonds are expected to be repaid over a period of

_____ years. Because the 2017 Variable Rate Bonds bear interest at a variable rate it is impossible to determine the total interest that will be paid over the life of such Bonds.

The 2017 Variable Rate Bonds will be repaid from the City's Revenues (exclusive of PFC Revenues) after the payment of Operating Expenses (all as defined in the Bond Resolution). Because the 2017 Variable Rate Bonds bear interest at a variable rate it is impossible to determine the annual amount of Revenues after the payment of Operating Expenses, that will not be available to finance the other services of the City for _____ years.

5. The names and address of the Purchaser is:

Wells Fargo Bank, National Association
360 Interstate North Parkway, Suite 500
Atlanta, GA 30339

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this ____ day of _____, 2017.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Purchaser

By: _____
Name: Patrick Hennessey
Title: _____

APPENDIX III
FORM OF OPINION OF BOND COUNSEL

APPENDIX IV
FORM OF INVESTOR LETTER

APPENDIX V
FORM OF CITY COUNSEL OPINION

APPENDIX VI
FORM OF CONTINUING COVENANT AGREEMENT

#53343701_v5

EXHIBIT "C"

CONTINUING COVENANT AGREEMENT

CONTINUING COVENANT AGREEMENT

between

CITY OF GAINESVILLE, FLORIDA

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Relating to

**CITY OF GAINESVILLE, FLORIDA
Variable Rate Utilities System Revenue Bonds
2017 Series B**

Dated as of _____ 1, 2017

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CONTINUING COVENANT AGREEMENT

THIS CONTINUING COVENANT AGREEMENT is dated as of _____ 1, 2017, by and between **THE CITY OF GAINESVILLE, FLORIDA** and **WELLS FARGO BANK, NATIONAL ASSOCIATION**. All capitalized terms used herein and not otherwise defined shall have the meanings assigned in Section 1.01 or as otherwise provided in Section 1.02.

WITNESSETH:

WHEREAS, the City intends to issue its Bonds pursuant to the terms of the Resolutions;

WHEREAS, the Purchaser has agreed to purchase the Bonds, and as a condition to such purchase, the Purchaser has required the City to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, and to induce the Purchaser to purchase the Bonds, the Purchaser and the City agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“Accredited Investor” shall have the meaning assigned to such term in Rule 501 of Regulation D promulgated under the Securities Act.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise. Without limitation, any director, executive officer or beneficial owner of 5% or more of the equity of a Person shall for the purposes of this Agreement, be deemed to control the other Person.

“Agreement” means this Continuing Covenant Agreement.

“Applicable Spread” shall have the meaning assigned to such term in the Supplemental Resolution.

“Bank Purchase Date” shall have the meaning assigned to such term in the Supplemental Resolution.

“Bank Transferee” shall have the meaning assigned to such term in Section 10.07(c).

“*Bankruptcy Code*” means Title 11 of the United States Code, as amended from time to time, or any successor statute thereto.

“*Base Rate*” shall have the meaning assigned in the Supplemental Resolution.

“*Bond Proceeds*” means the principal of the Bonds and any investment earnings thereon.

“*Bonds*” means the City’s Variable Rate Utilities System Revenue Bonds 2017 Series B.

“*Bond Resolution*” means the resolution entitled “Utilities System Revenue Bond Resolution”, adopted by the City on June 6, 1983, as amended or amended and restated through the date hereof by, inter alia, the Supplemental Resolution and as further amended from time to time in accordance with the terms thereof and hereof.

“*Breakage Expenses*” shall have the meaning assigned to such term in Section 3.09.

“*Business Day*” shall have the meaning assigned to such term in the Supplemental Resolution.

“*Calculation Agent*” shall have the meaning assigned in the Supplemental Resolution.

“*Change in Law*” means the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*City*” means the City of Gainesville, Florida, and its successors and assigns permitted hereunder.

“*Closing Date*” means _____, 2017.

“*Contract*” means any indenture, agreement (other than this Agreement), other contractual restriction, lease, instrument or guaranty entered into or binding on the City or any of its Property that relates to the System.

“*Contractual Obligation*” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

“*Debt*” means, with respect to any Person, all at a particular time, (a) indebtedness for borrowed money or for the deferred purchase price of property or services in respect of which such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which such Person otherwise assures a creditor against loss, (b) obligations under leases which shall have been or should be, in accordance with GAAP, recorded as capital leases in respect of which obligations such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person assures a creditor against loss, (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss, (d) obligations secured by any Lien on property, whether or not the obligations have been assumed, and (e) all other items or obligations which would be included in determining total liabilities on the balance sheet of a Person in accordance with GAAP; provided, however, that “Indebtedness” shall not include trade payables and similar obligations incurred in the ordinary course of business.

“*Default*” means the occurrence of any event which, with the giving of notice or the passage of time, or both, would (unless waived by the Purchaser or cured to the reasonable satisfaction of the Purchaser) constitute an Event of Default.

“*Default Rate*” shall have the meaning assigned in the Supplemental Resolution.

“*EMMA*” means the Municipal Securities Rulemaking Board’s Electronic Municipal Access System or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to the Electronic Municipal Access System.

“*Environmental Law(s)*” means any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, or rules, and all judgments, orders, decrees, permits, concessions, grants, franchises, licenses, permits, agreements or governmental restrictions relating to air, water or land pollution, wetlands, or the protection of the environment or the release of any materials into the environment, including air, water or land, and those related to Hazardous Materials, air emissions and discharges to waste or public systems.

“*Environmental Liability*” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the System directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

“*Event of Default*,” in relation to this Agreement, shall have the meaning assigned to such term in Section 7.01, and in relation to any Related Document, shall have the meaning set forth therein.

“*Excluded Taxes*” means, with respect to the Purchaser or any Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of the United States of America, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the City is located.

“*Fed Funds Rate*” means, for any date of determination, a fluctuating rate of interest per annum equal to the weighted average (rounded to the next higher 1/100 of 1%) of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average (rounded to the next higher 1/100 of 1%) of the quotations for such day on such transactions received by Wells Fargo Bank, National Association, from three federal funds brokers of recognized standing selected by Wells Fargo Bank, National Association. Each determination of the Fed Funds Rate by Wells Fargo Bank, National Association shall be conclusive and binding on the City.

“*Fiscal Year*” shall have the meaning assigned to such term in the Bond Resolution.

“*Fitch*” shall mean Fitch, Inc. d/b/a Fitch Ratings and its successors and assigns, and if such corporation (a) shall be dissolved or liquidated or (b) shall no longer perform the functions of a securities rating agency, “*Fitch*” shall be deemed to refer to any other nationally recognized statistical rating organization (other than Moody’s or S&P) designated by the City and not disapproved by the Purchaser if such an organization shall exist.

“*GAAP*” shall have the meaning assigned in Section 1.02.

“*Governmental Authority*” means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“*Hazardous Materials*” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“*Indemnified Taxes*” means Taxes other than Excluded Taxes.

“*Initial Bank Purchase Date*” shall have the meaning assigned to such term in the Supplemental Resolution.

“*Initial Purchase Price*” shall have the meaning assigned to such term in Section 2.01(a).

“*Interest Payment Date*” shall have the meaning assigned to such term in the Supplemental Resolution.

“*Investment Grade*” means, with respect to a rating by Moody’s, a rating of “Baa3” (or its equivalent) or better, with respect to a rating by S&P, a rating of “BBB-” (or its equivalent) or better, and, with respect to a rating by Fitch, a rating of “BBB-” (or its equivalent) or better.

“*Investor Letter*” shall have the meaning assigned to such term in Section 10.07(d).

“*Law*” means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

“*Lien*” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset. For the purposes of this Agreement, the City shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“*Majority Bondholder*” means the Owners owning a majority of the aggregate principal amount of Bonds from time to time Outstanding. As of the Closing Date, the Purchaser shall be the Majority Bondholder.

“*Margin Stock*” shall have the meaning assigned to such term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

“*Material Debt*” means (a) any Debt of the City related to the System that is owed to the Purchaser; (b) the Bonds; (c) any Parity Debt; and (d) any other Debt of the City related to the System payable from or secured by the Trust Estate which has a principal amount outstanding of not less than \$20,000,000 (measured in the case of any Qualified Hedge Agreement by the Person’s exposure as calculated thereunder).

“*Maximum Rate*” shall have the meaning assigned to such term in the Supplemental Resolution.

“*Moody’s*” means Moody’s Investors Service, Inc. and its successors and assigns, and if such corporation (a) shall be dissolved or liquidated or (b) shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized statistical rating organization (other than S&P or Fitch) designated by the City and not disapproved by the Purchaser if such an organization shall exist.

“*Non-Bank Transferee*” shall have the meaning assigned to such term in Section 10.07(d).

“*Obligor Rating*” means the debt rating assigned by any Rating Agency to any Parity Debt (including the Bonds) that is not guaranteed by any other Person or subject to any third-party credit enhancement.

“*Official Statement*” means the Official Statement dated _____, 2017 related to the City’s Utilities System Revenue Bonds Series 2017A.

“*Other Agreement*” means any credit agreement, direct purchase agreement, bond purchase agreement, continuing covenant agreement, or other agreement or instrument (including any amendment, supplement or other modification thereof) under which, directly or indirectly, any Person undertakes to provide funds to purchase bonds or notes of the City secured by or payable from the Trust Estate on parity with or senior to the Bonds.

“*Other Taxes*” shall have the meaning assigned to such term in Section 3.07(a).

“*Outstanding*” shall have the meaning assigned to such term in the Bond Resolution.

“*Owner*” means the registered owner of a Bond or, if the Bonds are held in book entry form, the beneficial owner of such Bond.

“*Parity Commercial Paper Notes*” shall have the meaning assigned thereto in the Bond Resolution.

“*Parity Debt*” means (i) all indebtedness of the City evidenced by bonds (excluding the Bonds), debentures, notes, securities or other similar instruments now or hereafter outstanding, provided that such indebtedness is secured by a Lien on the Trust Estate that is on a parity with the Bonds as to security and source of payment, including, without limitation, Parity Bonds, Parity Commercial Paper Notes and Parity Medium-Term Notes; (ii) Parity Hedging Contract Obligations, but only with respect to Parity Hedging Contract Obligations that provide interest rate support and constitute regularly scheduled payments that relate to Parity Debt as described in clause (i) or clause (iii) of this definition of “Parity Debt”; and (iii) Parity Reimbursement Obligations.

“*Parity Hedging Contract Obligations*” shall have the meaning assigned to such term in the Bond Resolution.

“*Parity Medium Term Notes*” shall have the meaning assigned thereto in the Bond Resolution.

“*Parity Reimbursement Obligations*” shall have the meaning assigned thereto in the Bond Resolution.

“*Participant(s)*” means any bank(s) or other financial institution(s) which may purchase a participation interest from the Purchaser in this Agreement and certain of the Related Documents pursuant to a participation agreement between the Purchaser and the Participant(s).

“*Patriot Act*” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

“*Person*” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“*Prime Rate*” means, for any date of determination, the rate of interest per annum most recently established by Wells Fargo Bank, National Association in its sole discretion as its “prime rate.” The parties hereto acknowledge that the rate announced by Wells Fargo Bank, National Association as its prime rate is an index or base rate and shall not necessarily be publically announced or be its lowest or best rate charged to its customers or other banks. If at any time (a) Wells Fargo Bank, National Association ceases to exist or (b) Wells Fargo Bank, National Association ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported). Each change in the Prime Rate shall be effective without notice as of the opening of business on the day such change in the prime rate occurs.

“*Property*” means, when used in connection with any Person, any and all rights, title and interests of such Person in and to any and all property (including cash) whether real, personal or mixed, or tangible or intangible, and wherever situated.

“*Purchase Contract*” means that Contract of Purchase dated _____, 2017 between the Purchaser and the City relating to the purchase of the Bonds.

“*Purchase Price*” means, as of any date of determination, one hundred percent (100%) of the principal amount of all Bonds which are Outstanding, plus accrued and unpaid interest thereon to the date of purchase.

“*Purchaser*” means, initially, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns, and upon the receipt from time to time by the Trustee and the City of a notice described in Section 10.07(b) means the Person designated in such notice as the Purchaser, as more fully provided in Section 10.07(b).

“*Qualified Institutional Buyer*” shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

“*Rating*” means the long-term credit rating assigned by one or more Rating Agencies to the Bonds or any unenhanced Parity Debt or any of such ratings individually.

“*Rating Agency*” means Moody’s, S&P or Fitch, as applicable.

“*Rating Documentation*” shall have the meaning assigned to such term in Section 4.01(f).

“*Related Documents*” means, collectively, the Resolutions, the Bonds, this Agreement and any exhibits, schedules, instruments or agreements attached thereto.

“*Resolutions*” means, collectively, the Bond Resolution and the Supplemental Resolution.

“*Requirements of Law*” means as to any Person, the certificate of incorporation and by-laws of or other organizational or governing documents of such Person, and any law (including, in the case of the City, the Act), treaty, rule or regulation, or determination of an

arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“*Risk-Based Capital Guidelines*” means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard and Poor’s Financial Services LLC business, and its successors and assigns, and if such business (a) shall be dissolved or liquidated or (b) shall no longer perform the functions of a securities rating agency, “*S&P*” shall be deemed to refer to any other nationally recognized statistical rating organization (other than Moody’s or Fitch) designated by the City and not disapproved by the Purchaser if such an organization shall exist.

“*Securities Act*” means the Securities Act of 1933, as amended from time to time, or any successor statute thereto.

“*State*” means the State of Florida.

“*Supplemental Resolution*” means the Twenty-Eighth Supplemental Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017.

“*System*” shall have the meaning assigned to such term in the Bond Resolution.

“*Tax Certificate*” means the [Tax Certificate] dated [DATE], related to the Bonds.

“*Taxes*” means, with respect to any Person, all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority on such Person, including any interest, fines, additions to tax or penalties applicable thereto excluding, in each case, Excluded Taxes.

“*Transferee*” means each Bank Transferee or Non-Bank Transferee pursuant to Section 11.08 for so long as such Bank Transferee or Non-Bank Transferee is an Owner.

“*Trust Estate*” shall have the meaning assigned to such term in the Bond Resolution.

“*Trustee*” means U.S. Bank National Association, or any successor trustee which may at any time be substituted in its place as provided in the Bond Resolution.

“*written*” or “*in writing*” means any form of written communication or a communication by means of a facsimile device or electronic mail.

Section 1.02. Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Resolution, as applicable, unless the context otherwise requires.

Section 1.03. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles as in effect from time to time (“GAAP”).

Section 1.04. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including.”

Section 1.05. New York City Time Presumption. All references herein to times of the day shall be presumed to refer to New York City time unless otherwise specified.

Section 1.06. Relation to Other Documents; Incorporation by Reference.

(a) Nothing in this Agreement shall be deemed to amend, or relieve the City of any of its obligations under, any Related Document to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the City to take or not take certain actions, the City nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) below, all references to this Agreement or any other documents, including, without limitation, the Related Documents, shall be deemed to include all amendments, restatements, modifications and supplements thereto to the extent such amendment, restatement, modification or supplement is made in accordance with the provisions of such document and this Agreement.

Section 1.07. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Article, section, subsection, exhibit, schedule and annex references are to this Agreement unless otherwise specified.

ARTICLE II

PURCHASE OF BONDS

Section 2.01. Purchase of Bonds.

(a) **Initial Purchase Price.** Upon the terms and conditions and based on the representations, warranties and covenants of the City set forth herein and in the Related

Documents, the Purchaser hereby agrees to purchase from the City and the City hereby agrees to sell to the Purchaser, all, but not less than all, of the Bonds at the purchase price of [\$_____] representing the aggregate principal amount of the Bonds (the "Initial Purchase Price").

(b) **Closing.** On the Closing Date, the City shall deliver to the Purchaser the documents described in Article IV. Upon delivery of such documents, the Purchaser will pay the Initial Purchase Price for the Bonds in immediately available federal funds payable to the Trustee on behalf of the City. The Bonds shall be delivered to the Purchaser as book-entry bonds through the Depository Trust Company as securities depository. The Bonds shall be so issued and registered to and held by the Purchaser, or as otherwise directed by the Purchaser.

ARTICLE III

THE CITY'S OBLIGATIONS

Section 3.01. Repayment Obligations. The City hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all amounts due and owing to the Purchaser hereunder and under the Bonds and the other Related Documents.

Section 3.02. Default Interest. All amounts payable by the City to the Purchaser under the Related Documents shall bear interest at the Default Rate from the earlier of the date amounts are due and not paid, but only for so long as such amounts due remain unpaid. Interest accruing hereunder at the Default Rate, other than interest on the Bonds, shall be payable to the Purchaser on demand. The obligations of the City under this Section shall survive the termination of this Agreement and the payment in full of the Bonds subject to the limitations of Section 8.03.

Section 3.03. Amendment Fee. In connection with each amendment of this Agreement or any Related Document, or consent or waiver by the Purchaser under this Agreement or any Related Document, in each case, the City shall pay, within thirty (30) days after demand, a fee in a minimum amount of \$2,500.

Section 3.04. Computation of Interest and Fees. Fees and other amounts payable hereunder shall be calculated on the basis of a year of 360 days and the actual number of days elapsed. Interest hereunder shall accrue during each period for which interest is computed from and including the first day thereof to but excluding the last day thereof.

Section 3.05. Increased Costs.

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Purchaser or any Owner;

(ii) subject the Purchaser or any Owner to any Taxes of any kind whatsoever with respect to payments to the Purchaser or such Owner in respect of this Agreement or the Bonds (except for Indemnified Taxes covered by Section 3.06 and the imposition of, or any change in the rate of, any Excluded Taxes payable by the Purchaser or any Owner); or

(iii) impose on the Purchaser or any Owner any other condition regarding this Agreement or the Bonds;

and the result of any of the foregoing shall be to increase the cost to the Purchaser or such Owner of owning the Bonds, or to reduce the amount of any sum received or receivable by the Purchaser or such Owner hereunder or under the Bonds (whether of principal, interest or any other amount) then, upon written request of the Purchaser or such Owner as set forth in subsection (c) below, the City shall promptly pay to the Purchaser or such Owner, as the case may be, such additional amount or amounts as will compensate the Purchaser or such Owner, as the case may be, for such additional costs incurred or reduction suffered.

(b) **Capital Requirements.** If the Purchaser or any Owner determines that any Change in Law affecting the Purchaser or such Owner regarding capital requirements, has or would have the effect of reducing the rate of return on the Purchaser's or such Owner's capital as a consequence of this Agreement, or ownership of the Bonds, to a level below that which the Purchaser or such Owner could have achieved but for such Change in Law (taking into consideration the Purchaser's or such Owner's policies with respect to capital adequacy), then from time to time upon written request of the Purchaser or such Owner as set forth in subsection (c) below, the City shall promptly pay to the Purchaser or such Owner, as the case may be, such additional amount or amounts as will compensate the Purchaser or such Owner for any such reduction suffered.

(c) **Certificates for Reimbursement.** A certificate of the Purchaser or any Owner setting forth the amount or amounts necessary to compensate the Purchaser or any such Owner, as the case may be, as specified in subsection (a) or (b) above and delivered to the City, shall be conclusive absent manifest error. The City shall pay the Purchaser or any such Owner, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of the Purchaser or any such Owner to demand compensation pursuant to this Section shall not constitute a waiver of the Purchaser's or any such Owner's right to demand such compensation subject to the limitations of Section 8.03.

(e) **Survival.** Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the City thereunder and hereunder subject to the limitations of Section 8.03.

Section 3.06. Net of Taxes, Etc.

(a) Any and all payments to the Purchaser or any Owner by the City hereunder or with respect to the Bonds shall be made free and clear of and without deduction or withholding for any and all Indemnified Taxes. If the City shall be required by law to deduct or withhold any Indemnified Taxes imposed by the United States or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Bonds, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Purchaser or such Owner receives an amount equal to the sum it would have received had no such deductions been made, (ii) the City shall make such deductions and (iii) the City shall timely pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the City shall make any payment under this Section to or for the benefit of the Purchaser or such Owner with respect to Indemnified Taxes and if the Purchaser or such Owner shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Purchaser or such Owner to any taxing jurisdiction in the United States then the Purchaser or such Owner shall pay to the City an amount equal to the amount by which such other taxes are actually reduced; provided, that the aggregate amount payable by the Purchaser or such Owner pursuant to this sentence shall not exceed the aggregate amount previously paid by the City with respect to such Indemnified Taxes. In addition, the City agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or the State from any payment made hereunder or under the Bonds or from the execution or delivery of this Agreement or the Bonds, or otherwise with respect to this Agreement or the Bonds (hereinafter referred to as "*Other Taxes*"). The Purchaser or such Owner shall provide to the City within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the City to the Purchaser or such Owner hereunder; provided, that the Purchaser or such Owner's failure to send such notice shall not relieve the City of its obligation to pay such amounts hereunder.

(b) The City shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Purchaser or such Owner for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section paid by the Purchaser or such Owner or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally asserted; provided, that the City shall not be obligated to pay the Purchaser or such Owner for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Purchaser or such Owner's gross negligence or willful misconduct (as determined by a court of competent jurisdiction by final and nonappealable judgment). The Purchaser or such Owner agrees to give notice to the City of the assertion of any claim against the Purchaser or such Owner relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; provided, that the Purchaser or such Owner's failure to notify the City promptly of such assertion shall not relieve the City of its obligation under this Section. Payments by the

City pursuant to this Section shall be made within thirty (30) days from the date the Purchaser or such Owner makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Purchaser or such Owner agrees to repay to the City any refund (including that portion of any interest that was included as part of such refund) with respect to Indemnified Taxes or Other Taxes paid by the City pursuant to this Section received by the Purchaser or such Owner for Indemnified Taxes or Other Taxes that were paid by the City pursuant to this Section and to contest, with the cooperation and at the expense of the City, any such Indemnified Taxes or Other Taxes which the Purchaser or such Owner or the City reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the City, the City shall furnish to the Purchaser or such Owner, as applicable, the original or a certified copy of a receipt evidencing payment thereof. The City shall compensate the Purchaser for all reasonable losses and expenses sustained by the Purchaser as a result of any failure by the City to so furnish such copy of such receipt.

(d) If requested, the Purchaser (or, if applicable, the Purchaser on behalf of a Participant) shall from time to time provide the City, the Trustee, the Tender Agent and the United States Internal Revenue Service (to the extent such information and forms may be lawfully provided by the Purchaser (or, if applicable, the Purchaser on behalf of a Participant)) with such information and forms as may be required by Treasury Regulations Section 1.1411 or any other such information and forms as may be necessary to establish that the City is not subject to any withholding obligation under Section 1442 or other comparable provisions of the Code. Without prejudice to the survival of any other agreement of the City hereunder, the agreements and obligations of the City contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the City thereunder and hereunder, subject to the limitations of Section 8.03.

Section 3.07. Method and Application of Payments. All payments by or on behalf of the City to the Purchaser hereunder shall be fully earned when due and nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. Amounts payable to the Purchaser hereunder shall be transferred to the Purchaser at [WIRE INSTRUCTIONS]. Any payment received by the Purchaser after 3:30 p.m. on the date payment is due shall be deemed to have been received by the Purchaser on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be excluded in the computation of the payment due hereunder. Payments received by the Purchaser shall be applied, first, to any fees, costs, charges or expenses payable by the City under this Agreement; second, to past due interest; third, to current interest; and, fourth, to principal.

Section 3.08. Maintenance of Accounts. The Purchaser shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the City and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall, absent manifest

error, be presumptive evidence of the existence and amounts of the obligations of the City therein recorded. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the City hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided herein.

Section 3.09. Breakage Expenses. In the event the Purchaser shall incur any loss, cost, or expense (including, without limitation, any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Purchaser to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Purchaser) as a result of any prepayment, redemption or conversion of the Bonds on a date other than an Interest Payment Date (the "Breakage Expenses") for any reason, whether before or after a Default, and whether or not such payment is required by any provision of this Agreement or the Related Documents, then upon the demand of the Purchaser, the City shall pay to the Purchaser a prepayment, redemption or conversion premium, as applicable, in such amount as will reimburse the Purchaser for such Breakage Expenses. If the Purchaser requests such prepayment, redemption or conversion premium, as applicable, it shall provide to the City a certificate setting forth the computation of the Breakage Expenses giving rise to the request for such prepayment, redemption or conversion premium, as applicable, in reasonable detail and such certificate shall be conclusive if reasonably determined.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Purchaser to purchase the Bonds is subject to the conditions precedent that all conditions set forth in the Purchase Contract have been satisfied and the Purchaser shall have received, on or before the Closing Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Purchaser. However, should the Purchaser purchase the Bonds prior to its receipt and approval of any of the following items, such items shall be deemed to have been waived.

(a) The following City documents:

(i) Copies of the resolutions of the City Commission approving the execution and delivery of this Agreement and the Related Documents and the other matters contemplated hereby and thereby, certified by City Clerk as being true and complete and in full force and effect on the Closing Date;

(ii) Copies of the Resolutions certified by the Clerk of the Commission as being true and complete and in full force and effect on the Closing Date;

(iii) A certificate by the Clerk of the Commission certifying the names and signatures of the persons authorized to sign, on behalf of the City, this Agreement and the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder;

- (iv) A certified copy of the investment policy of the City; and
 - (v) Copies of all Qualified Hedge Agreements to which the City is a party secured by a Lien on the Trust Estate.
- (b) The following documents:
- (i) An executed original of this Agreement and each of the Related Documents;
 - (ii) The Official Statement; and
 - (iii) A specimen copy of the executed and authenticated Bond.
- (c) The following opinions, addressed to the Purchaser or on which the Purchaser is otherwise expressly authorized to rely:
- (i) From counsel to the City, as to the due authorization, execution and delivery of this Agreement and each of the Related Documents to which it is a party, their validity, binding effect and enforceability, and such other customary matters as the Purchaser may reasonably request;
 - (ii) From Bond Counsel, in customary form, an opinion to the effect that the Bonds have been duly authorized and validly issued, that the Resolution creates a valid lien on the Trust Estate and that interest on the Bonds will not be included in gross income of the Owners thereof for federal tax purposes; and
 - (iii) Each other opinion delivered by any Person pursuant to the Related Documents.
- (d) A certificate signed by an authorized representative of the City, stating that, to the best of his/her knowledge, on and as of the Closing Date (i) the City is in compliance in all material respects with all of the terms, provisions and conditions of each financial covenant and any other material provision of this Agreement and the Related Documents and any Contract entered into in connection with any Material Debt; (ii) all requirements and preconditions to the issuance, execution, delivery and purchase of the Bonds shall have been satisfied; (iii) except as disclosed in the Official Statement since September 30, 2016 there has been no event or occurrence which has caused or might reasonably be anticipated to cause a material adverse effect on the City, the Trust Estate or the ability of the City to perform its obligations under the Related Documents or which may adversely affect the consummation of the transactions contemplated by this Agreement and the Related Documents; (iv) each representation and warranty on the part of the City contained in this Agreement and the Related Documents is true and correct as though made on and as of the Closing Date, (v) no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Agreement or the Related Documents to which the City is a party; (vi) since the date of the Rating Documentation, the Obligor Rating has not been withdrawn, suspended or

reduced; and (vii) no petition by or against the City has at any time been filed under the Bankruptcy Code or under any similar Law.

(e) Evidence that the Obligor Rating shall be not less than “AA-” in the case of S&P, “AA-” in the case of Fitch and “Aa3” in the case of Moody’s and that the Bonds shall be assigned at least one such rating (the “Rating Documentation”).

(f) Such other instruments, documents and opinions as the Purchaser shall reasonably require to evidence and secure the obligations of the City under this Agreement and the Related Documents and to comply with the provisions of this Agreement and the Related Documents and the requirements of any Governmental Authority to which the Purchaser or the City is subject.

ARTICLE V

REPRESENTATION AND WARRANTIES

The City hereby represents and warrants as follows, as of the date of execution and delivery of this Agreement, as of the Closing Date and, except with respect to the representations and warranties contained in Sections 5.01, 5.02, 5.06 and 5.15, as of each Amortization Commencement Date:

Section 5.01. Financial Condition. The balance sheet of Gainesville Regional Utilities at September 30, 2016, and the related statements of revenues, expenses and changes in net assets and cash flows for the year then ended, reported on by the auditor of the City, heretofore delivered to the Purchaser, are complete and correct and present fairly the financial condition of Gainesville Regional Utilities as of such date, and the results of its operations and changes in financial position for the year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by such accountants and as disclosed therein).

Section 5.02. No Change. Since September 30, 2016, except as disclosed in the Official Statement or as otherwise disclosed by the City in writing to the Purchaser, there has been no material change in the business, operations, properties or financial or other condition of the System which would adversely affect the ability of the City to perform its obligations under the Related Documents.

Section 5.03. Organization; Compliance with Law. The City (a) is a municipal corporation duly organized and validly existing under the laws of the State of Florida, (b) has all requisite power and authority and the legal right to own and operate its property and to conduct its business, including without limitation, the System, and (c) is in compliance with all Requirements of Law, except to the extent that the failure to comply therewith would not, in the aggregate, have a material adverse effect on the business, operations, properties or financial or other condition of the System, and would not materially adversely affect the ability of the City to perform its obligations under Related Documents.

Section 5.04. Authorization; Enforceable Obligations. The City has all requisite power and authority and the legal right to adopt the Resolutions and to make, deliver and perform this Agreement, the Bonds and the other Related Documents, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, the Bonds and the other Related Documents. No consent or authorization of, filing with, or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, the Bonds or the other Related Documents, except such consents, authorizations, filings or other acts as have been obtained, made or given. This Agreement, the Bonds and the other Related Documents (other than the Resolutions) have been duly authorized, executed and delivered on behalf of the City. The Resolutions have been duly adopted by the City and are in full force and effect. This Agreement, the Bonds and the other Related Documents constitute legal, valid and binding obligations of the City enforceable against the City 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 of the constitutional power of the United States of America.

Section 5.05. No Legal Bar. The execution, delivery and performance of this Agreement, the Bonds and the other Related Documents will not violate any Requirements of Law or any Contractual Obligation of the City.

Section 5.06. No Material Litigation. Except as disclosed in the Official Statement or otherwise disclosed in writing by the City to the Purchaser, no litigation or proceeding or, to the knowledge of the City, investigation of or before any arbitrator or Governmental Authority is pending (a) with respect to this Agreement, the Bonds or any other Related Document or any of the transactions contemplated thereby or hereby, or (b) which would have a material adverse effect on the business, operations, properties or financial or other condition of the System or the ability of the City to perform its obligations under this Agreement, the Bonds or any other Related Document or in respect of any other Debt incurred to finance or otherwise in respect of the System or secured by Revenues or other assets of the System.

Section 5.07. No Default. The City is not in default under or with respect to this Agreement, the Bonds or the other Related Documents, or with respect to any Contractual Obligation in any respect which would be materially adverse to the business, operations, properties or financial or other condition of the System or which would materially and adversely affect the ability of the City to perform its obligations under this Agreement, the Bonds or the other Related Documents or in respect of any other Debt incurred to finance or otherwise in respect of the System or secured by any Revenues or other assets of the System. No Event of Default has occurred and is continuing.

Section 5.08. Security. The Bonds are secured ratably with all other Utilities System Revenue Bonds heretofore or hereafter issued by a Lien on and pledge of the Trust Estate.

Section 5.09. Tax Exempt Status. No part of the proceeds of the Bonds or other funds of the City shall at any time be used in a manner that would cause the Bonds or any of them to be

treated as “arbitrage bonds” within the meaning of Section 148 (or any successor Section thereto) of the Code.

Section 5.10. Federal Reserve Regulations. No part of the proceeds of any Bonds has been, or will be, used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U) or for any other purpose which would violate any of the regulations of the Board of Governors of the Federal Reserve System.

Section 5.11. ERISA Matters. The City does not maintain any employee benefit plan that is subject to Title I or Title IV of ERISA.

Section 5.12. No Sovereign Immunity. The defense of sovereign immunity is not available to the City in any proceedings by the Purchaser to enforce any of the obligations of the City under this Agreement, the Bonds or any of the other Related Documents, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is available only to the extent set forth under Florida Statutes Section 768.28 or other similarly applicable provision of law, and, to the extent permitted by applicable law, the City consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.

Section 5.13. Full Disclosure. The Official Statement, as of its date, does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The City makes no representation as to information in the Official Statement relating to The Depository Trust Company and its book-entry system applicable to the Bonds.

To the best of the City’s knowledge, all information heretofore furnished (including pursuant to any representation or warranty) by the City to the Purchaser for purposes of or in connection with this Agreement true and accurate in all material respects on the date as of which such information is stated or certified.

Section 5.14. Incorporation by Reference. The representations and warranties made by the City in the Purchase Contract and any Related Document are hereby incorporated by reference and made for the benefit of the Purchaser.

Section 5.15. No Proposed Legal Changes. Except as described in the Official Statement and as otherwise provided for by Section 716 of the Bond Resolution and as otherwise disclosed in writing to the Purchaser, there is no amendment or proposed amendment certified for placement on a ballot or referendum or, to the knowledge of the City, to the Constitution of the State of Florida or to any law, ordinance, or regulation of the State of Florida applicable to the System, or any legislation that has passed either house of the legislature of the State of Florida, or any published judicial decision interpreting any of the foregoing, the effect of which could reasonably be expected to have a material adverse effect upon (a) the ability of the City to perform its obligations under this Agreement, the Bonds or any other Related Document in any material respect or any other material contract related to the System to which any one or more of them is a party; (b) the legality, validity or enforceability of this Agreement, the Bonds or any other Related Document; or (c) the priority of the Liens granted under the Resolutions or the

rights and remedies of the Purchaser under this Agreement, the Bonds or any other Related Document.

Section 5.16. Environmental Laws. The System and any of the property of the City that constitutes a part of the System is in material compliance with all applicable Environmental Laws and has not become subject to any Environmental Liability, nor does the City know of any basis for such Environmental Liability.

Section 5.17. Solvency. The City is generally paying its debts as they come due and, after giving effect to the obligations contemplated by this Agreement and the other Related Documents, the Net Revenues of the System for the current and each future Fiscal Year are expected to exceed the amount required to satisfy the debts of the City related to the System (including contingent, subordinated, unmatured and unliquidated liabilities) as they become due in each such Fiscal Year.

Section 5.18. Rate Increases. Except as described in the Official Statement and as otherwise provided for by Section 716 of the Bond Resolution, an increase by the City of rates, fees, rentals or other charges for the use of the product, services and facilities of the System requires no action or approval by or in respect of any Governmental Authority (other than the City and the Florida Public Service Commission to the extent described in the Official Statement.

Section 5.19. Not an Investment Company. The City is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended

Section 5.20. Bond. Each Bond has been or will be duly and validly issued under the Resolution and entitled to the benefits thereof.

ARTICLE VI

AFFIRMATIVE COVENANTS

The City covenants and agrees that it will comply with the following affirmative covenants until the date on which no amount is due or owing to the Purchaser under this Agreement, the Bonds or any other Related Document, unless the Purchaser shall otherwise consent in writing:

Section 6.01. Performance of Covenants in Resolution. The City shall perform each of its covenants set forth in Article V and in Article VII of the Bond Resolution and in the Supplemental Resolution (as the same may be amended from time to time after the date of this Agreement) at the time such performance is required thereby (and giving effect to any applicable grace periods set forth therein).

Section 6.02. Financial and Other Information. The City shall furnish to the Purchaser:

- (a) Within one hundred eighty (180) days after the close of each Fiscal Year of the City, a balance sheet of Gainesville Regional Utilities as at the end of such year,

and the related statements of revenues, expenses and changes in net assets and cash flows for the year then ended, accompanied by an unmodified audit report of an independent certified public accounting firm of recognized standing stating that they have been prepared in accordance with GAAP consistently applied;

(b) within sixty (60) days after the close of the first three quarters of each Fiscal Year of the City, a balance sheet of Gainesville Regional Utilities as at the end of such quarter, and the related statement of revenues, expenses and changes in net assets, in each case, for the three months then ended and setting forth in each case in comparative form the figures for the corresponding quarter of the prior Fiscal Year of the City;

(c) concurrently with the delivery of the financial statements referred to in the foregoing clauses (a) and (b), (x) a mark to market valuation of the City's interest rate swap portfolio with respect to the System and (y) a certificate of an Authorized Officer stating whether any Default exists on the date of such certificate and, if any Default then exists, setting forth the details thereof and the actions which the City is taking or proposes to take with respect thereto;

(d) promptly following its approval by the City Commission of the City, each annual budget for the System and, promptly following the adoption thereof, each amendment to the annual budget that could reasonably be determined to have a material adverse effect on the ability of the City to perform its obligations under this Agreement or any other Related Document in any material respect; and

(e) promptly upon request, such financial and other information as the Purchaser may from time to time reasonably request.

Section 6.03. Inspection of Property; Discussions. The City shall permit representatives of the Purchaser to visit and inspect any of the properties of the System and examine and make abstracts from any of its books and records (except to the extent such books and records are subject to legal privilege) at any reasonable time and as often as may reasonably be desired, and to discuss the business, operations, properties and financial and other condition of the System with officers and employees of the System and with its independent certified public accountants.

Section 6.04. Notices. The City shall promptly give notice to the Purchaser upon an officer of the City obtaining knowledge:

(a) of the occurrence of any Default or Event of Default and, if such Default or Event of Default is then continuing, a certificate of an Authorized Officer setting forth the details thereof and the actions which the City is taking or proposes to take with respect thereto;

(b) of any litigation or proceeding affecting the System in which the amount involved is \$20,000,000 or more and not covered by insurance or in which injunctive or similar relief is sought (for purposes of this clause (c), an obligation shall be considered "covered by insurance" to the extent the City has self-insured against such obligation or

risk and has maintained adequate reserves therefor under appropriate insurance industry standards);

(c) of any change in the Obligor Ratings;

(d) of the execution and delivery or adoption, as applicable, thereof, of any amendments of or supplements to any of the Related Documents other than the Resolution, together with copies thereof (but exclusive of those amendments or supplements for which the Purchaser's consent is otherwise required pursuant to the terms of this Agreement);

(e) of all legislation enacted by the legislature of the State of Florida of which an Authorized Officer of the City has knowledge, signed into law by the Governor and which, in the judgment of such Authorized Officer, could reasonably be expected to have a material adverse effect on the business, operations, properties or financial or other condition of the System or on the ability of the City to perform its obligations under this Agreement or any other Related Document;

(f) of any final official statement, offering circular, placement memorandum or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the City makes available in connection with the offering for sale or remarketing of any Parity Debt, to the extent not filed with the Municipal Securities Rulemaking Board (or any successor agency) through EMMA; and

(g) of such financial and other information as the Purchaser may from time to time reasonably request.

Each notice pursuant to Section 6.04(b) shall be accompanied by a statement of an Authorized Officer of the City setting forth details of the occurrence referred to therein and stating what actions, if any, the City proposes to take with respect thereto.

As and to the extent the information required by this Section 6.04 has been properly and timely filed with the Municipal Securities Rulemaking Board (or any successor agency) through EMMA, the City will be deemed to have complied with the provisions of this Section.

Section 6.05. Amendment of Related Documents. The City shall not modify, amend or supplement either Resolution without the prior written consent of the Purchaser. The City shall not modify, amend or supplement or agree to modify, amend or supplement, any other Related Document in any respect which is adverse to the interests of the Purchaser or is inconsistent with this Agreement without the prior written consent of the Purchaser; provided, however, that no such consent shall be required in connection with any amendment to either Resolution permitted under the provisions of Section 1001 or 1002 of the Bond Resolution. The City shall promptly furnish to the Purchaser copies, certified by the Clerk of the Commission of the City as being in full force and effect, of any modification of, amendment of or supplement to either of the Resolutions as in effect on the Closing Date; provided, however, that the City shall not be required to furnish any such modification, amendment or supplement permitted under the provisions of Section 1001 or 1002 of the Bond Resolution.

Section 6.06. Power to Fix and Collect Rates, Fees and Charges. The City has, and except due to a change in law, will have as long as any Bonds are outstanding or other amounts are owing to the Purchaser hereunder, the City, subject in all respects to Section 716 of the Bond Resolution, shall have good right and lawful power to establish and collect rates, fees and charges with respect to the use and the sale of the capacity, output or service of the System subject to the terms of contracts relating thereto and subject to the jurisdiction of any applicable regulatory authority.

Section 6.07. Sovereign Immunity. To the extent authorized by applicable law, the City agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement, the Bonds and Resolution or for damages for a breach of any of the foregoing, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is available only to the extent set forth under Florida Statutes, Section 768.28 or other similarly applicable provision of law.

Section 6.08. Most Favored Covenant. In the event that the City shall, directly or indirectly, enter into or otherwise consent to any contract, or any amendment, supplement or modification thereto, under which, directly or indirectly, any Person or Persons undertakes to make or provide credit or loans to the City or under which the City issues or incurs or could issue or incur Debt, in either such case, which is on a parity with the Bonds, which contract (or amendment, supplement or modification) provides such Person or Persons with additional or more restrictive financial covenants than are provided to the Purchaser in this Agreement (any such contract, or amendment, supplement or modification thereto, a “Favored Covenant Agreement”), the City shall provide the Purchaser with a copy of each such Favored Covenant Agreement within five (5) Business Days of the effective date of any such Favored Covenant Agreement. Upon the request of the Purchaser, the City shall promptly enter into an amendment to this Agreement to incorporate herein and make a part hereof such additional or more restrictive financial covenants for so long as such provisions remain in effect in the related Favored Covenant Agreement.

Section 6.09. Compliance with Laws. The City will comply in all material respects, within the time period, if any, given for such compliance by the relevant Governmental Authority, with all applicable laws, ordinances, rules and requirements of Governmental Authorities (including, without limitation, Environmental Laws) except where the necessity of compliance therewith is contested in good faith by appropriate proceedings.

Section 6.10. Further Assurances. The City shall, upon the request of the Purchaser, from time to time, execute and deliver such further documents and take such further action as may be reasonably necessary to effect the provisions of this Agreement and the Related Documents.

Section 6.11. Maintenance of Ratings. The City shall at all times maintain Obligor Ratings from at least two Rating Agencies and a rating on the Bonds from at least one Rating Agency.

Section 6.12. Disclosure to Participants. The City agrees to permit the Purchaser to disclose any information received by the Purchaser in connection herewith, including without limitation the financial information described in Section 6.02, to any assignees or Participants of the Purchaser without notice to or further consent from the City.

Section 6.13. Proceeds of Bonds. The Bond Proceeds will be used solely for the purposes described in the Supplemental Resolution.

Section 6.14. Filing of Agreement. In the event the City delivers or permits, authorizes or consents to the delivery of this Agreement to any Person for delivery to the Municipal Securities Rulemaking Board, prior to such delivery the City agrees, to the extent permitted by law, that it shall redact all signatures, contact information, account information and other personal information contained herein.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (including the expiration of any specified time) shall constitute an “Event of Default,” unless waived by the Purchaser in writing:

(a) **Payments.** (i) The City shall fail to pay, or cause to be paid, when due (A) any payment of the principal of, interest on or the Purchase Price of the Bonds or (B) any amounts owed under Sections 3.05, 3.06 or 8.02, or (ii) the City shall fail to pay, or cause to be paid, within ten (10) days after the same shall become due, any other amount owed by the City to the Purchaser pursuant to this Agreement or any of the Related Documents.

(b) **Covenants.** The City shall fail to perform or observe any covenant set forth in Sections 6.05, 6.06, 6.07 or 6.11 and such default shall remain unremedied for a period of ten (10) days after the Purchaser shall have given written notice thereof to the City.

(c) **Other Covenants.** The City shall fail to perform any term, covenant, condition or provision of this Agreement or any of the Related Documents (other than as specified in any other subsection of this Section), which failure continues unremedied for forty five (45) days after the Purchaser shall have given written notice thereof to the City.

(d) **Representations.** Any representation, warranty, certification or statement made by the City (or incorporated by reference) in this Agreement or any other Related Document or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Related Document shall prove to have been incorrect in any material respect when made (or deemed made).

(e) **Parity Debt Payment Default.** The City shall fail to make any payment in respect of principal or interest on any Parity Debt when due (i.e., whether upon said Parity Debt’s scheduled maturity, required prepayment, upon demand or otherwise), and

such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Parity Debt, or pursuant to the provisions of any resolution, indenture or instrument pursuant to which Parity Debt has been issued, the maturity of such Parity Debt shall as a result of the occurrence of a default in payment under such resolution, indenture or instrument, be accelerated or required to be prepaid prior to the stated maturity thereof.

(f) **Other Obligations.** (A) An “event of default” as defined in Section 801 of the Bond Resolution shall occur and is not cured within the applicable grace period, (B) any “event of default” on the part of the City under any of the Related Documents (excluding the Bond Resolution and the Supplemental Resolution) shall occur and is not cured within any applicable cure period, (C) the City shall fail to pay any Indebtedness of the City for borrowed money related to the System, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of at least \$20,000,000 in principal amount then outstanding and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or (D) the City shall fail to perform or observe any term, covenant or condition on its part to be performed or observed under any Contractual Obligation related to the System when required to be performed or observed, and such failure shall not be waived and shall continue after the applicable grace period, if any, specified in such Contractual Obligation, if the effect of such failure to perform or observe is to accelerate, or permit the acceleration of, with the giving of notice if required, the maturity of the related Indebtedness; or any such Indebtedness shall be declared to be due and payable or be required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

(g) **Validity.** (i) Any provision of the Act, this Agreement, the Resolution or the Bonds relating to (A) the ability or the obligation of the City to pay, when due, the principal of or interest on the Bonds or any Parity Debt or (B) the Trust Estate securing the Bonds and Parity Debt shall at any time, be declared to be null and void, invalid or unenforceable as the result of a final nonappealable judgment by any federal or state court or as a result of any legislative or administrative action by any Governmental Authority having jurisdiction over the City or (ii) (A) any Governmental Authority with jurisdiction to rule on the validity or enforceability of this Agreement, the Bonds, the Act or the Resolutions shall find or rule, in a judicial or administrative proceeding, that any provision of this Agreement, the Bonds, the Act, the Resolutions or any Parity Debt, as the case may be, relating to (1) the ability or the obligation of the City to pay, when due, the principal of or interest on the Bonds or any Parity Debt or (2) the Trust Estate securing the Bonds and Parity Debt is not valid or not binding on, or enforceable against, the City; or (B) an authorized representative for the City (1) makes a claim in a judicial or administrative proceeding that the City has no further liability or obligation hereunder, under the Bonds, the Act, the Resolutions or any Parity Debt to pay, when due, the principal of or interest on the Bonds or any Parity Debt or (2) contests in a judicial or administrative proceeding the validity or enforceability of any provision of this Agreement, the Bonds, the Act, the Resolutions or any Parity Debt relating to or otherwise affecting (x) the City’s ability or obligation to pay, when due, the principal of

or interest on the Bonds or any Parity Debt or (y) the Trust Estate securing the Bonds and Parity Debt.

(h) **Judgments.** A final, unappealable judgment or judgments against the City for the payment of money in excess of \$20,000,000 in the aggregate shall be payable from the funds and other property comprising the Trust Estate securing the Bonds and not be covered by insurance, the operation or result of which judgment or judgments shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days; an obligation shall be considered “covered by insurance” to the extent the City has self-insured against such obligation or risk and has maintained adequate reserves therefor under appropriate insurance industry standards).

(i) **Insolvency.** (A) The City shall (1) commence any case, proceeding or other action (x) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, declaration of a payment moratorium or other relief with respect to it or its debts or (y) seeking the appointment of a receiver, trustee, custodian or similar official for it or for all or any substantial part of its assets, or (2) make a general assignment for the benefit of its creditors; (B) there shall be commenced against the City any case, proceeding or other action of a nature referred to in clause (A) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of sixty (60) days; (C) there shall be commenced against the City any case, proceeding or other action seeking the issuance of a warrant of attachment, execution, restraint or similar process against all or any substantial part of the assets of the System or the Net Revenues of the System, which results in the entry of a final and non-appealable order or ruling for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; (D) the City shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (A), (B) or (C) above; or (E) the City shall (1) admit in writing its inability to pay its debts as such debts become due or (2) become insolvent within the meaning of the United States Bankruptcy Code.

(j) **Debt Moratorium or Restructuring.** (A) The City shall impose a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Bonds or any Parity Debt, or (B) any Governmental Authority having appropriate jurisdiction over the City shall enact or adopt legislation which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Bonds or all Parity Debt.

(k) **Downgrade.** (i) The long-term credit rating assigned by a Rating Agency to any Parity Debt (without taking into account third party credit enhancement) is withdrawn or suspended, in either case, for credit related reasons by any one of the Rating Agencies or reduced below “A2” (or its equivalent) by Moody’s, below “A” (or

its equivalent) by S&P or below "A" (or its equivalent) by Fitch; or (ii) each Rating Agency then rating Parity Debt shall have (1) withdrawn or suspended its Rating assigned to any Parity Debt, in either case, for credit related reasons or (2) reduced its Rating assigned to any Parity Debt below Investment Grade.

Section 7.02. Consequences of an Event of Default. If an Event of Default specified in Section 7.01 shall occur, then in addition to any other rights or remedies available to the Trustee or the Purchaser under any of the Related Documents or under applicable Law, the Purchaser may exercise any one or more of the following rights and remedies:

(a) subject to Section 7.03, by notice to the City, tender the Bonds to the City pursuant to Section 3.07(2) of the Supplemental Resolution;

(b) cure any Default, Event of Default or event of nonperformance under this Agreement or the Related Documents; provided, however, that the Purchaser shall have no obligation to effect such a cure; or

(c) exercise, or cause to be exercised, any and all remedies as it may have under this Agreement or the Related Documents (other than as provided in subsection (b) above) and as otherwise available at law and at equity;

Section 7.03. Special Terms for Certain Events of Default. Notwithstanding the provisions of Section 7.02(a),

(a) solely in the case of an Event of Default under Sections 7.01(a)(i)(A), (e), (f), (g)(i), (h) or (k)(ii), a tender of the Bonds pursuant to Section 7.02(a) shall not be made by the Purchaser until seven (7) days after the occurrence of such Event of Default; and

(b) solely in the case of an Event of Default under any other subsection of Sections 7.01 other than those specifically enumerated in Section 7.03(a) above or in Section 7.01(i) or (j), a tender of the Bonds pursuant to Section 7.02(a) shall require one hundred eighty (180) days' prior written notice from the Purchaser to the City.

Notwithstanding the foregoing, (i) if any other holder of Material Debt, any Person that is a party to an Other Agreement, or any counterparty to any Hedge Agreement related thereto has the right to cause such Material Debt to be immediately due and payable (whether by repurchase, mandatory tender, mandatory redemption, acceleration or otherwise) on a date earlier than or pursuant to a notice period which is shorter than the applicable date or notice period set forth in Section 7.03(a) or (b), as applicable, in connection with a similar type of default, then the period set forth in Section 7.03(a) or (b), as applicable, shall automatically be changed to reflect such shorter period or earlier date, or (ii) if any other holder, credit enhancer, liquidity provider or insurer of Material Debt or any counterparty to any Hedge Agreement related thereto causes any such Material Debt or other obligations of the City to become immediately due and payable or an Event of Default under Section 7.01(i) or (j) occurs, then the Purchaser may immediately, without notice or delay, avail itself of the remedies set forth in Sections 7.02(a).

Section 7.04. No Waiver; Remedies. No failure on the part of the Purchaser to exercise, and subject to the limitation of Section 8.03, no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or which the Purchaser would otherwise have. The rights and remedies of the Purchaser are for the sole and exclusive benefit, use and protection of the Purchaser, and the Purchaser is entitled, but shall have no duty or obligation to the City, the Trustee or any other Person or otherwise, (i) to exercise or to refrain from exercising any right or remedy reserved to the Purchaser hereunder or under any Related Document, or (ii) to cause the Trustee or any other Person to exercise or to refrain from exercising any right or remedy available to it under any of the Related Documents.

ARTICLE VIII

NATURE OF OBLIGATIONS; INDEMNIFICATION

Section 8.01. Liability of the Purchaser. (a) Except as otherwise provided in this Section 8.01, any action taken or omitted by the Purchaser under or in connection with this Agreement or any related certificates or other documents, if taken or omitted in good faith and without gross negligence, shall be binding upon the City and shall not put the Purchaser under any resulting liability to the City.

(b) Except as otherwise provided in this Section 8.01, neither the Purchaser nor any of its officers or directors shall be liable or responsible for (i) the use which may be made of the Bond Proceeds or for any acts or omissions of the Trustee, (ii) the general and particular conditions stipulated in this Agreement, (iii) the validity or genuineness of any documents presented under this Agreement (or any endorsement thereon), even if such documents should in fact prove to be in any or all respects forged, fraudulent, invalid, unenforceable or insufficient or any statement therein being inaccurate in any respect whatsoever, (iv) payment by the Purchaser under this Agreement against presentation of documents which do not comply with the terms of this Agreement, including failure of any documents to bear any reference or adequate reference to this Agreement, (v) the existence, form, sufficiency and breach of contracts of any nature whatsoever, including the Related Documents and this Agreement, (vi) the solvency, standing and responsibility of any Person whomsoever, (vii) any delay by any Person other than the Purchaser in giving or failure to give any notice, demand or protest, (viii) failure of any Person (other than the Purchaser) to comply with the terms of this Agreement, (ix) errors, omissions, delays in or non-delivery of any message, however sent, or (x) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, in making or failing to make payment under this Agreement. Notwithstanding the foregoing, the Purchaser shall be liable to the City for the City's direct damages which result from or arise out of the events described in the next sentence, including any liability of the City as a result of claims by third parties, but the liability of the Purchaser shall not include consequential damages. The events giving rise to liability of the Purchaser pursuant to the preceding sentence shall be limited to (A) the

Purchaser's gross negligence or willful misconduct in determining whether documents presented under this Agreement comply with the terms hereof or (B) the Purchaser's gross negligence or willful misconduct in failing to pay under this Agreement amounts owed by the Purchaser when due. Without in any way limiting the Purchaser's liability as provided by the foregoing, the Purchaser may accept documents under this Agreement that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

Section 8.02. Expenses; Indemnification. (a) The City shall pay all out of pocket expenses of the Purchaser, including fees and disbursements of counsel or other reasonably required consultant for the Purchaser, in connection with the preparation of this Agreement and the Related Documents, any waiver or consent hereunder or any amendment hereof or any Default or Event of Default or alleged Default or Event of Default hereunder.

(b) To the fullest extent permitted by applicable law, the City agrees to indemnify the Purchaser and hold the Purchaser harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind including, without limitation, the reasonable fees and disbursements of counsel, which may be incurred by the Purchaser in connection with any investigative, administrative or judicial proceeding (whether or not the Purchaser shall be designated a party thereto) relating to or arising out of this Agreement or any Related Document; provided, however, that the Purchaser shall not have the right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment.

(c) In the event the Purchaser shall commence, appear in or defend any action or proceeding which reasonably might be expected to directly affect its rights, duties or liabilities under this Agreement or any Related Document, the City will pay the Purchaser, upon demand by the Purchaser (i) all of the Purchaser's reasonable out of pocket costs and expenses and (ii) the reasonable legal fees and disbursements incurred by the Purchaser in those actions and proceedings (including, without limitation, the allocated costs and expenses of in house counsel). In no event and under no circumstances shall the City be required (x) to reimburse the Purchaser for any costs, expenses, fees or disbursements incurred by any Participant in connection with any such proceeding or action or (y) to reimburse any Participant for any costs, expenses, fees or disbursements incurred by any person in connection with any such proceeding or action.

Section 8.03. Survival of Representations and Warranties. All agreements, covenants, representations and warranties contained in this Agreement and in any certificates delivered pursuant hereto shall survive the execution and delivery of this Agreement, and the agreements contained in Sections 3.05, 3.06 and 8.02 shall survive payment of any amounts payable hereunder and thereunder and with respect to any Bonds and the termination of this Agreement; provided, however, any request for payments under Sections 3.05, 3.06 and 8.02 must be requested from the City in writing within 90 days from the later of the termination of this Agreement or the payment or purchase of the Bonds held by the Purchaser in full.

ARTICLE IX

EXTENSION OF BANK PURCHASE DATE

Section 9.01. Extension. The Bank Purchase Date may be extended from time to time as provided in the definition for such term in the Supplemental Resolution.

ARTICLE X

MISCELLANEOUS

Section 10.01. Right of Setoff. The Purchaser hereby waives any rights of set-off for any amounts owed hereunder with respect to any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Purchaser to or for the credit or the account of the City

Section 10.02. Amendments and Waivers. No amendment or waiver of any provision of this Agreement or consent to any departure by the City from any such provision shall in any event be effective unless the same shall be in writing and signed by the Purchaser. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any agreement contained in this Agreement should be breached by the City and thereafter waived by the Purchaser, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder.

Section 10.03. Counterparts. This Agreement may be signed in any number of counterpart copies (and by different parties on different counterparts), each of which shall constitute an original but all such copies shall constitute one and the same instrument.

Section 10.04. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be properly addressed and sent by registered or certified mail or by express courier for next Business Day delivery and shall be deemed received as follows: (a) if by registered or certified mail, five (5) days after mailing; (b) if by express courier, on the next Business Day; and (c) if by facsimile, when confirmation of transmission is obtained if prior to 5:00 p.m. local time on a Business Day, and otherwise, on the next Business Day; provided that service of a notice prescribed by any Applicable Law shall be considered complete when the requirements of such Applicable Law are met. Notices by electronic mail (e mail) shall not constitute notice under this Agreement and are only to be used in addition to notice given as prescribed under subsections (a), (b) or (c) of this Section. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other party hereto and the Trustee:

if to the City, addressed to it at:

City of Gainesville, Florida
301 S.E. Fourth Avenue
Gainesville, FL 32601
Attention: General Manager for Utilities
Telephone: (352) 393-1007
Facsimile: (352) 334-2277

or if to the Purchaser, addressed to if at:

Wells Fargo Bank, National Association
[ADDRESS]
Attention: []
Telephone: []
Facsimile: []
E-mail: []

with a copy to:

Wells Fargo Bank, National Association
[ADDRESS]
Attention: []
Telephone: []
Facsimile: []
E-mail: []

or if to the Trustee, addressed to it at:

U.S. Bank National Association
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Jean Clarke
Telephone: (212) 361-6173
Facsimile: (212) 361-6153

The Purchaser may in its sole discretion rely on any notice (including telephone communication or e mail communication) purportedly made by or on behalf of the City or the Trustee, but it shall have no duty to accept any notice not given as prescribed in this Section and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 10.05. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 10.06. Governing Law; Consent To Jurisdiction; Waiver Of Jury Trial.

(a) ***Governing Law.*** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND TOGETHER WITH ANY DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE AND APPLICABLE FEDERAL LAW, WITHOUT REGARD TO CHOICE OF LAW RULES.

(b) ***Consent to Jurisdiction.*** EACH PARTY HERETO CONSENTS TO AND SUBMITS TO IN PERSONAM JURISDICTION AND VENUE IN ALACHUA COUNTY, FLORIDA AND IN THE FEDERAL DISTRICT COURTS WHICH ARE LOCATED IN ALACHUA COUNTY, FLORIDA. EACH PARTY ASSERTS THAT IT HAS PURPOSEFULLY AVAILED ITSELF OF THE BENEFITS OF THE LAWS OF THE STATE AND WAIVES ANY OBJECTION TO IN PERSONAM JURISDICTION ON THE GROUNDS OF MINIMUM CONTACTS, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY PLEA OF FORUM NON CONVENIENS. THIS CONSENT TO AND SUBMISSION TO JURISDICTION IS WITH REGARD TO ANY ACTION RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY'S ACTIONS TOOK PLACE IN THE STATE OR ELSEWHERE IN THE UNITED STATES OF AMERICA, THIS SUBMISSION TO JURISDICTION IS NONEXCLUSIVE, AND DOES NOT PRECLUDE EITHER PARTY FROM OBTAINING JURISDICTION OVER THE OTHER IN ANY COURT OTHERWISE HAVING JURISDICTION.

(c) ***Waiver of Jury Trial.*** EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PURCHASER TO PURCHASE THE BONDS AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE CITY AND THE PURCHASER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(d) The covenants and waivers made pursuant to this Section shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement.

Nothing in this Section shall affect the right of the Purchaser to serve legal process in any other manner permitted by Law.

Section 10.07. Successors and Assigns.

(a) **Generally.** This Agreement is a continuing obligation and shall be binding upon the City, its successors, transferees and assigns and shall inure to the benefit of the Purchaser and each Transferee and their respective permitted successors, transferees and assigns. The City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser and each Transferee may, in its sole discretion and in accordance with Applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the other Related Documents in accordance with the provisions of subsections (c) or (d) below. The Purchaser and each Transferee may at any time and from time to time pledge or assign a certain security interest in accordance with the provisions of subsection (e) below and enter into participation agreements in accordance with the provisions of subsection (f) below.

(b) **Designation of Purchaser.** Wells Fargo Bank, National Association shall be the Purchaser hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Purchaser hereunder by delivery of written notice to the City and the Trustee and such Person accepts and agrees to act as the Purchaser hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Purchaser from time to time. Upon acceptance and notification thereof to the City and the Trustee, the successor to the Purchaser for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Purchaser or any other Person being replaced as the Purchaser shall be discharged from its duties and obligations as the Purchaser hereunder.

(c) **Sales and Transfers to a Bank Transferee.** Without limitation of the foregoing generality, the Purchaser may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Purchaser or (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a "Bank Transferee"). From and after the date of such sale or transfer, Wells Fargo Bank, National Association (and its successors) shall continue to have all of the rights of the Purchaser hereunder and under the Related Documents as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this subsection shall in any way affect the obligations of the Purchaser hereunder, (B) the City and the Trustee shall be required to deal only with the Purchaser with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this subsection, only the Purchaser shall be entitled to enforce the provisions of this Agreement against the City.

(d) **Sales and Transfers to a Non-Bank Transferee.** (i) Without limitation of the foregoing generality, the Purchaser or any Owner may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes either a Qualified Institutional Buyer [or an Accredited Investor] that is able to bear the economic risks of such investment (each a "Non-Bank Transferee") all or a

portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the City, the Trustee and the Purchaser (if the Purchaser is not the Owner) by such selling Owner and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the City, the Trustee and the selling Owner, an investment letter in substantially the form attached as Appendix IV to the Purchase Contract (the "Investor Letter").

(ii) From and after the date the City, the Trustee and the selling Owner have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of an Owner hereunder and under the Related Documents, and any reference to the assigning Owner hereunder and under the Related Documents shall thereafter refer to such transferring Owner and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Owner no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(e) ***Certain Pledges.*** The Purchaser may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement, the Bonds and the other Related Documents to secure obligations of the Purchaser, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release the Purchaser from any of its obligations hereunder or substitute any such pledgee or assignee for the Purchaser as a party hereto.

(f) ***Participations.*** The Purchaser shall have the right to grant participations in all or a portion of the Purchaser's interest in this Agreement, the Bonds and the other Related Documents to one or more other banking institutions, and such participants shall, except as set forth in the clause (ii) of this subsection, be entitled to the benefits of the this Agreement and the Related Documents to the same extent as if they were a direct party to this Agreement; provided, however, that (i) no such participation by any such Participant shall in any way affect the obligations of the Purchaser hereunder and (ii) the Trustee and the City shall be required to deal only with the Purchaser with respect to any matters under this Agreement and the Related Documents and no such Participant shall be entitled to enforce against the City any provision hereunder.

Section 10.08. Complete and Controlling Agreement. This Agreement and the Related Documents completely set forth the agreements between the Purchaser and the City and fully supersede all prior agreements, both written and oral, between the Purchaser and the City relating to all matters set forth herein and in the Related Documents.

Section 10.09. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Related Document), the City acknowledges that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Related Documents provided by the Purchaser are arm's length commercial transactions between the City on the one hand, and the Purchaser on

the other hand, (ii) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the Related Documents; (b)(i) the Purchaser is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the City or any other Person and (ii) the Purchaser does not have any obligation to the City with respect to the transactions contemplated by this Agreement and the Related Documents, except those obligations expressly set forth herein; and (c) the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Purchaser does not have any obligation to disclose any of such interests to the City.

Section 10.10. Payment Set Aside. To the extent that the Purchaser or any Owner receives any payment from or on behalf of the City which payment amount or any part thereof is subsequently invalidated, declared to constitute a fraudulent conveyance or preferential transfer, set aside, or required to be repaid (including pursuant to any settlement entered into by the Purchaser or any Owner in its discretion) to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause (collectively, "Set Aside"); then, to the extent of any such Set Aside, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment amount had not been received by the Purchaser or such Owner.

Section 10.11. Contractual Interpretation. The parties acknowledge that they have read and fully understand the terms of this Agreement, have consulted with such attorneys, accountants, advisors, or other professionals as they have deemed appropriate prior to executing this Agreement with adequate opportunity and time for review thereof, and are fully aware of its contents and of its legal effect. Accordingly, neither this Agreement nor any ambiguity herein shall be construed against any party on the grounds that such party drafted this Agreement and instead, this Agreement shall be interpreted as though drafted equally by all parties.

Section 10.12. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 10.13. USA Patriot Act Notification; Government Regulation. (a) The Purchaser hereby notifies the City that, pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (as amended from time to time, the "Patriot Act"), the Purchaser may be required to obtain, verify and record information that identifies the City, which information may include the name and address of the City and other information that will allow the Purchaser to identify the City in accordance with the Patriot Act, and the City, Gainesville Regional Utilities, hereby agrees to take any action necessary to enable the Purchaser to comply with the requirements of the Patriot Act.

(b) The City shall (i) ensure that no Person who owns a controlling interest in or otherwise controls the City is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, that prohibits or limits the Purchaser from making any advance or extension of credit to the City or from otherwise conducting business with the City and (ii) ensure that the Bond Proceeds have not been, and shall not be, used to violate any of the regulations administered and enforced by OFAC or any enabling statute or Executive Order relating thereto. Further, the City shall comply, and cause any of its Affiliates to comply, with all applicable Bank Secrecy Act ("BSA") laws and regulations, as amended. The City agrees to provide documentary and other evidence of the City's identity as may be reasonably requested by the Purchaser at any time to enable the Purchaser to verify the City's identity or to comply with any applicable law or regulation including, without limitation, Section 326 of the Patriot Act.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Covenant Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF GAINESVILLE, FLORIDA

By: _____
Name: _____
Title: _____

[Signatures continued on following page]

[Signature page to Continuing Covenant Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____