

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA RELATING TO THE ISSUANCE OF BROWARD COUNTY, FLORIDA EDUCATIONAL FACILITIES REVENUE BONDS (IMAGINE SCHOOL AT BROWARD PROJECT), TO BE ISSUED IN ONE OR MORE TAXABLE AND TAX-EXEMPT SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$22,000,000 FOR THE PURPOSE OF MAKING A LOAN OF FUNDS TO IMAGINE AT BROWARD, INC. (THE "BORROWER") FOR THE PRINCIPAL PURPOSE OF FINANCING ALL OR A PORTION OF THE COST OF ACQUIRING AN EDUCATIONAL FACILITY HEREIN DESCRIBED LOCATED IN CORAL SPRINGS, FLORIDA AND FOR THE OTHER PURPOSES SET FORTH HEREIN; APPROVING THE APPLICATION OF THE BORROWER FOR ISSUANCE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF AGREEMENT; MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PRELIMINARY APPROVAL OF THE BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.**

**WHEREAS**, Broward County, Florida (the "Issuer") is a political subdivision of the State of Florida and is empowered by the provisions of the Florida Constitution, the Broward County Charter, Chapter 125 and Chapter 159 of the Florida Statutes, as amended and other applicable provisions of law (collectively, the "Act"), to issue revenue bonds for the purpose of financing the acquisition, construction and equipping of various types of projects, including an "educational facility" within the meaning of Chapter 159, Florida Statutes; and

**WHEREAS**, the Board of County Commissioners (the "Board") of the Issuer has been informed that Imagine at Broward, Inc., a Florida not for profit corporation (the "Borrower"), is requesting the Issuer to issue its Educational Facilities Revenue Bonds (Imagine School at Broward Project), in one or more tax-exempt and taxable series (the "Bonds") in an aggregate principal amount not to exceed \$22,000,000 for the purposes of: (i) financing (including through reimbursement) all or a portion of the costs of acquiring an existing approximately 71,918 square foot building containing 44 traditional classrooms, an indoor multi-purpose room, a kitchen, media center, arts room, music room, restrooms, conference rooms, office space and other related educational areas, together with all related improvements and the site on which the building is located, and which acquisition may include related equipment (collectively, the "Facility"); (ii) funding a debt service reserve fund; (iii) funding a renewal and replacement fund, if determined to be necessary and appropriate; and (iv) paying all or a portion of certain costs associated with the acquisition of the Facility and certain costs of issuance of the Bonds (collectively, the "Project"); and

**WHEREAS**, the Borrower has stated that the Facility will be owned by the Borrower and operated as a charter school serving grades K through 8, with related uses; and

**WHEREAS**, the Issuer has received from the Borrower an Application for Bond Authorization (the "Bond Application") in the form prescribed by the Issuer in support of the issuance of the Bonds by the Issuer on the Borrower's behalf; and

**WHEREAS**, the Broward County Administrative Code (the "Administrative Code") requires the Bond Application to be reviewed by a Bond Review Committee (the "Review Committee") for the purpose of ensuring the Bond Application satisfies the requirements of the Administrative Code and the proposed use of the Bond proceeds will inure to the benefit of the residents of the Issuer; and

**WHEREAS**, the Board is in receipt of the report of the Review Committee dated January 18, 2019, recommending its approval of the Bonds; and

**WHEREAS**, it is intended by the Borrower and the Issuer that the interest on a portion of the Bonds, if and when issued, will be excludable from gross income for federal income tax purposes; and

**WHEREAS**, in order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board held a public hearing on the date hereof for the proposed issuance of the Bonds for the purposes herein stated, which date is more than 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in the Issuer's jurisdiction (a true and accurate copy of the affidavit of publication of such notice is attached hereto as EXHIBIT A), which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Bonds and the location and nature of the Project and was held in a location which, under the facts and circumstances, was convenient for the residents of the Issuer, such notice was reasonably designed to inform residents of the Issuer of the proposed issue, stated the time and place of the hearing and generally contained the information required by Section 147(f) of the Code and applicable regulations thereunder; and such period was adequate for notice to be brought to the attention of all interested persons, exceeds the normal periods for notice of public hearings conducted by the Board and provided sufficient time for interested persons to prepare for and to express their views at such hearing; and

**WHEREAS**, it is necessary and desirable and in the best interest of the Issuer that the Issuer and the Borrower enter into a Memorandum of Agreement (the "Memorandum of Agreement") attached hereto as EXHIBIT B and incorporated herein by reference, providing among other things for the issuance of the Bonds by the Issuer and the sale of the Bonds; for the use and application of the proceeds of the issuance and sale of the Bonds to pay all or any part of the "costs" (as defined in the Act) of the Project; and for the loan

of the proceeds of the sale of the Bonds by the Issuer to the Borrower pursuant to a loan agreement requiring the Borrower to pay the loan in installments sufficient to pay all of the interest, principal, premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Facility at the Borrower's own expense, and to pay all other costs incurred by the Issuer in connection with the financing which are not paid out of the Bond proceeds or otherwise; and

**WHEREAS**, it is intended that this Resolution shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations and, specifically, to satisfy the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA THAT:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This resolution, hereinafter called "Resolution" is adopted pursuant to the provisions of the Act and other applicable provisions of law.

**SECTION 2. PRELIMINARY STATEMENT.** This Resolution is entered into to permit the Borrower to proceed with additional commitments for financing the costs of the Project, to provide a limited expression of intention by the Issuer prior to the issuance of the Bonds, to issue and sell the Bonds and make the proceeds thereof available to finance all or part of the costs of the Project, all in accordance with and subject to the provisions of the Act, the Code and this Resolution, but subject in all respects to the terms of the Memorandum of Agreement.

**SECTION 3. APPROVAL OF FINANCING OF THE PROJECT.** Based on information provided to the Issuer by the Borrower and the recommendation of the Review Committee, the financing of the Project as described in the notice of public hearing attached hereto as EXHIBIT A, through the issuance of the Bonds, pursuant to the Act, will promote the economic development and welfare of the citizens of the Issuer, will promote the general economic structure of the Issuer, will preserve employment in the County, and will advance and improve the economic prosperity and the general welfare of the County and the State and its people and will thereby serve the public purposes of the Act and is hereby preliminarily approved for purposes of Section 147(f) of the Code, subject, however, in all respects to the Borrower meeting the conditions set forth in the Memorandum of Agreement to the sole satisfaction of the Issuer.

**SECTION 4. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE MEMORANDUM OF AGREEMENT.** The Memorandum of Agreement, substantially in the form attached hereto as EXHIBIT B with such changes, corrections, insertions and deletions as may be approved by the Mayor (or Vice-Mayor) and County Administrator, upon advice of the County Attorney and Nabors, Giblin & Nickerson, P.A. ("Bond Counsel"), such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized; the Issuer hereby authorizes and directs the Mayor or Vice-Mayor to date and execute, and the County Administrator to attest, under the official seal of the Issuer, the Memorandum of Agreement, and deliver the Memorandum of Agreement to the Borrower; and all of the provisions of the Memorandum of Agreement, when executed and delivered by the Issuer as authorized herein, and by the Borrower, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 5. AFFIRMATIVE ACTION.** This Resolution is an affirmative action of the Issuer toward the issuance of the Bonds, as contemplated in the Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

**SECTION 6. LIMITED OBLIGATIONS.** The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Issuer, the School District of Broward County, Florida, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Issuer and the Borrower prior to or contemporaneously with the issuance of the Bonds.

**SECTION 7. LIMITED APPROVAL.** The approval given herein shall not be construed as (a) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (b) a recommendation to any prospective purchaser to purchase the Bonds, (c) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (d) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate the Issuer to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the financing of the Project, and the Issuer shall so provide in the financing documents setting forth the details of the Bonds.

**SECTION 8. FEES AND DISBURSEMENTS.** If for any reason the Bonds are not issued, the Borrower agrees that it will reimburse the Issuer for or pay directly (a) reasonable fees and disbursements of the Issuer and Bond Counsel, and (b) any other reasonable and necessary direct out-of-pocket expenses which the Issuer may incur arising in connection with the proposed issuance of the Bonds, all as more fully set forth in the Memorandum of Agreement.

**SECTION 9. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions 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 separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the proposed Bonds.

**SECTION 10. REPEALING CLAUSE.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[SIGNATURES PAGE FOLLOWS]

**SECTION 11. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 28th day of March, 2019.

(SEAL)

**BOARD OF COUNTY  
COMMISSIONERS OF  
BROWARD COUNTY, FLORIDA**

\_\_\_\_\_  
County Administrator and ex officio  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Mayor

*Nabors GIBLIN & Nickerson, P.A.*

Approved as to form by Bond Counsel  
Nabors, Giblin & Nickerson, P.A.

**EXHIBIT A**

**AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING**

SUN-SENTINEL

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared MARK KUZNITZ, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting

Monday
25

Was published in said newspaper in the issues of; Feb 25, 2019

6156253

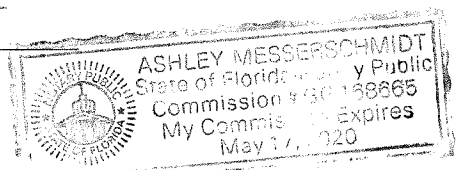
Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

Handwritten signature of Mark Kuznitz

Signature of Affiant
Sworn to and subscribed before me this: February 25, 2019.

Handwritten signature of Notary Public

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

NOTICE OF PUBLIC HEARING
Notice is hereby given by the Board of County Commissioners of Broward County, Florida (the "Board") that a public hearing will be held by Broward County, Florida (the "County") on March 28, 2019 at 10:00 A.M., or as soon thereafter as the matter can be heard, in the Commission Chambers, Room 422, at the Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33001 with respect to the issuance of not to exceed \$22,000,000 of the County's Educational Facilities Revenue Bonds (Imagine School at Broward Project) to be issued in one or more tax-exempt and taxable series (the "Bonds"). The proceeds of the Bonds, when and if issued, will be loaned by the County to Imagine at Broward, Inc., a Florida not for profit corporation (the "Borrower"). The proceeds will be used by the Borrower for the purposes of: (i) financing (including through reimbursement) all or a portion of the costs of acquiring an existing approximately 71,918 square foot building containing 44 traditional classrooms, an indoor multi-purpose room, a kitchen, media center, arts room, music room, restrooms, conference rooms, office space and other related areas, together with all related improvements and the site on which the building is located, and which acquisition may include related equipment (collectively the "Facility"); (ii) funding a debt service reserve fund; (iii) funding a renewal and replacement fund, if determined to be necessary and appropriate; and (iv) paying all or a portion of certain costs associated with the acquisition of the Facility and certain costs of issuance of the Bonds (collectively, the "Project"). The Facility will be owned by the Borrower and operated as a charter school serving grades K through 8, with related uses. Issuance of the Bonds shall be subject to several conditions including satisfactory documentation, the approval by bond counsel as to the tax-exempt status of the interest on all or a portion of the Bonds and receipt of necessary approvals for the financing. The street address of the Facility is 9001 Westview Drive, Coral Springs, Florida 33067. THE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OF THE STATE OF FLORIDA, BROWARD COUNTY, FLORIDA, THE SCHOOL DISTRICT OF BROWARD COUNTY, FLORIDA OR ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT WILL BE PAYABLE SOLELY FROM THE REVENUES DERIVED FROM THE REPAYMENT OF A LOAN BY THE COUNTY TO THE BORROWER, SUCH REPAYMENT TO BE MADE FROM CERTAIN REVENUES OF THE BORROWER PLEDGED TO THE PAYMENT OF THE BONDS. A public hearing will be held pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), at the above-referenced time and place in connection with the proposed issuance of the Bonds to finance the Project described herein, at which time there will be an opportunity for persons to express their views on the foregoing. All interested taxpayers, property owners and citizens of Broward County are invited to attend this public hearing and, either personally or through their representative, will be given an opportunity to express their views concerning the Project to be financed with the proceeds of the Bonds. Written comments may be submitted to Broward County, 115 South Andrews Avenue, Suite 513, Fort Lauderdale, Florida 33001, Attention: Chief Financial Officer/Director, Finance and Administrative Services Department. If any auxiliary aids to communication are required, call the Office of Public Communications at 954-357-6900 so that arrangements can be made in advance. Comments made at the hearing are for consideration of the Board and will not bind the Board as to any action they may take. SHOULD ANY PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE BOARD AT THE HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS AND HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. BROWARD COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
6156253 2/25/2019



## EXHIBIT B

### MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT**, dated on the 28th day of March, 2019, between **BROWARD COUNTY, FLORIDA**, a political subdivision existing under and by virtue of the laws of the State of Florida (the "Issuer") and **IMAGINE AT BROWARD, INC.**, a Florida not for profit corporation (the "Borrower").

**SECTION 1.** The matters of mutual inducement and reliance which resulted in the execution of this Memorandum of Agreement are as follows:

(a) The Issuer is a county with home rule powers, and is a local agency under the provisions of Chapter 159, Florida Statutes and Chapter 125, Florida Statutes, the Charter of Broward County, Florida and other applicable provisions of law (collectively, the "Act"), created, among other reasons, to provide for the issuance of and to issue and sell its revenue bonds for the purpose of paying all or any part of the cost of any "project" as defined in the Act.

(b) In order to promote the economic development and welfare of citizens of Broward County (the "County"), to promote the general economic structure of the County, to preserve employment in the County, and to advance and improve the economic prosperity and the general welfare of the County and the State of Florida (the "State") and its people it is desirable that the Issuer issue and sell its Educational Facilities Revenue Bonds (Imagine School at Broward Project), in one or more tax-exempt bonds and taxable series (the "Bonds") in an aggregate principal amount not to exceed \$22,000,000.

(c) The Issuer intends to loan the proceeds of the Bonds to the Borrower to be used for the purposes of: (i) financing (including through reimbursement) all or a portion of the costs of acquiring an existing approximately 71,918 square foot building containing 44 traditional classrooms, an indoor multi-purpose room, a kitchen, media center, arts room, music room, restrooms, conference rooms, office space and other related areas, together with all related improvements and the site on which the building is located, and which acquisition may include related equipment (collectively the "Facility"); (ii) funding a debt service reserve fund; (iii) funding a renewal and replacement fund, if determined to be necessary and appropriate; and (iv) paying all or a portion of certain costs associated with the acquisition of the Facility and certain costs of issuance of the Bonds (collectively, the "Project"). The Facility will be owned by the Borrower and operated as a charter school serving grades K through 8, with related uses.

(d) The Issuer intends to finance the Project for the Borrower from proceeds of the sale of its Bonds to be loaned to the Borrower, such loan to be payable by the Borrower in installments sufficient to pay the principal of, premium (if any), interest and costs due on the Bonds when and as the same become due.

(e) The Borrower has requested that the Issuer enter into this Memorandum of Agreement for the purpose of declaring the Issuer's intention to provide financing to pay all or a portion of the cost of the Project.

(f) The Issuer, by resolution duly passed and adopted, has made certain findings and determinations and has approved and authorized the execution and delivery of this Memorandum of Agreement.

(g) The Borrower represents that Bond proceeds will not be used to finance any costs for the Project incurred prior to sixty (60) days before the date of a resolution of the Borrower dated August 30, 2018, except to the extent allowed by federal tax law.

**SECTION 2.** The Bonds will be payable solely from the revenues and proceeds pledged therefor, and will not constitute a debt, liability or obligation of the County, the School District of Broward County, Florida or of the State or of any other political subdivision thereof. The Issuer shall not be obligated to pay the Bonds nor interest, premium (if any) or costs thereon except from the revenues and proceeds pledged therefore, and neither the faith and credit nor the taxing power of the County or of the School District of Broward County, Florida or of the State or of any other political subdivision thereof will be pledged to the payment of the principal of, premium (if any), interest or costs due pursuant to or under the Bonds.

From the date hereof, until the sale of the Bonds, the Borrower will, within ten (10) days after its occurrence, notify the Issuer of any material change of which it has knowledge, whether or not adverse, in the business, operations or financial condition of the Borrower. In the event the Issuer shall, at any time prior to the sale of the Bonds, determine in its sole discretion that there has been a material adverse change in the business, operations or financial condition, based upon financial statements or notices provided by the Borrower in accordance herewith, the obligation of the Issuer to issue and sell the Bonds shall, at the option of the Issuer, be terminated.

**SECTION 3.** The Issuer will, at the proper time, and subject in all respects to the prior advice, consent and approval of the Borrower, submit applications, adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, sale and issuance of the Bonds and the acquisition and equipping of the Facility, all as shall be authorized by law and mutually satisfactory to the Issuer and the Borrower.

**SECTION 4.** The Bonds issued shall be in such aggregate principal amount, shall bear interest at such rate or rates, shall be payable at such times and places, shall be in such form and denomination, shall be sold in such manner and at such time or times, shall have such provisions for redemption, shall be executed, and shall be secured, all as shall be authorized by the Act and all on terms mutually satisfactory to the Issuer and the Borrower.

**SECTION 5.** The Issuer will use and apply the proceeds of the issuance and sale of the Bonds, or cause such proceeds to be used and applied, to the extent of such proceeds, to pay the cost of the Project, and will loan such Bond proceeds to the Borrower for the Project pursuant to a loan agreement requiring the Borrower to (a) make payment for the account of the Issuer in installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, (b) operate, repair and maintain the Facility at the Borrower's own expense, and (c) pay all other costs incurred by the Issuer in connection with the financing of the Project which are not paid out of the Bond proceeds or otherwise for so long as the Bonds remain outstanding.

**SECTION 6.** The Borrower hereby agrees to acquire, improve and equip the Facility, and pay all other costs of the Project, subject to the loan of the proceeds of the Bonds by the Issuer to the Borrower upon the issuance and sale of the Bonds and the use and application of the proceeds thereof as provided above. It is expected that the cost of the Project will not exceed Twenty-two Million Dollars (\$22,000,000). The Borrower agrees that to the extent that the proceeds derived from the sale of the Bonds are not sufficient to finance all costs included in the Project, the Borrower will be responsible for supplying all additional funds which are necessary to pay the balance of such costs. All risk of loss to the Facility will be borne by the Borrower.

**SECTION 7.** At or prior to the time of issuance and sale of the Bonds, the Issuer will enter into a trust indenture and loan agreement to secure the Bonds, whereby the Issuer's interest in the loan agreement with the Borrower, and all fees, rents, charges, and proceeds from the operation of the Facility, reserve funds funded from proceeds of the Bonds and revenues in respect of the Facility, to the extent provided in the trust indenture and loan agreement, will be pledged and held in trust, for the benefit of the holders, from time to time, of the Bonds.

**SECTION 8.** At or prior to the time of issuance and sale of the Bonds, the following conditions precedent shall have been satisfied:

- (a) The Borrower shall have satisfactorily completed all procedures established by the Issuer for the review and approval of industrial development revenue bond issues.

(b) The Issuer shall have duly passed and adopted a resolution making all findings required by law and authorizing the issuance and sale of the Bonds and the execution and delivery of the loan agreement and such other indentures, agreements, instruments and documents as may be required to be specifically authorized. It is an express condition of this Memorandum of Agreement that the Bonds be sold in the following manner: (i) the initial purchasers shall provide the Issuer with an investor letter in form satisfactory to the County Attorney's Office and Bond Counsel; (ii) the Bonds shall contain a restrictive legend on the face which discloses that such Bond is only suitable for investment by an "accredited investor" as that term is defined in Rule 501 under Regulation D of the Securities Act of 1933, as amended, or a "qualified institutional buyer" as that term is defined in Rule 144(a) under the Securities Act of 1933, as amended; (iii) the Bonds shall be sold in at least \$100,000 minimum denominations; (iv) the Bonds shall not be permitted to be sold in book-entry only form unless such book-entry system has appropriate safeguards which ensures resales of the Bonds will satisfy the minimum denomination requirement; (v) all offering documents related to the Bonds shall contain appropriate disclosures regarding the restrictions and limitations described herein; and (vi) the applicant shall enter into a continuing disclosure agreement which ensures compliance with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12, as amended.

(c) The Borrower shall have authorized the execution, delivery and performance of the loan agreement, and the issuance and sale of the Bonds, and authorized or approved such other agreements, instruments and documents for which specific authorization or approval by the Borrower may be required in connection with the Bonds.

(d) The Borrower shall have provided a satisfactory opinion of its special bond counsel with respect to the due authorization, execution and delivery of the loan agreement, and related agreements, instruments, and documents, their legality, validity, binding effect, and enforceability against the Borrower in accordance with their respective terms, and the absence of any violation of law, rule, regulation, judgment, decree or order of any court or other agency of government and agreements, or other instruments to which the Borrower is a party or by which it or any of its property, is or may be bound and to such other matters as may be reasonably requested.

(e) The Borrower and the Issuer shall have executed and delivered such non-arbitrage certificates and representations as may be required to comply with Section 148 of the Internal Revenue Code of 1986, as amended, or any similar successor provisions and the regulations, rulings and interpretative court decisions thereunder.

(f) Nabors, Giblin & Nickerson, P.A., as bond counsel, shall have delivered its opinion with respect to the validity of the Bonds, and to the tax status of the interest on the Bonds, subject to the limitations set forth herein.

(g) The Borrower shall have provided such other or additional representations, warranties, covenants, agreements, certificates, financial statements, and other proofs as may be required by the Issuer or by Nabors, Giblin & Nickerson, P.A., as bond counsel.

(h) The Issuer shall have executed and delivered an underwriting agreement or bond purchase agreement in form and substance acceptable to the Issuer relative to the negotiated sale of the Bonds.

(i) The Borrower shall pay a financing fee payable to the Broward County Board of County Commissioners to be delivered to the Broward County Office of Economic and Small Business Development in the amount of Twenty Thousand U.S. Dollars (\$20,000), which amount represents one-half of one percent (0.50%) of the first \$4,000,000 principal amount raised through the issuance of Bonds, \$1,500 payable to the Broward County Board of County Commissioners to be delivered to the Broward County Attorney's Office as payment of the Broward County Attorney's fee, and any additional costs of the Issuer (including but not limited to bond counsel legal fees).

**SECTION 9.** In the event that the Bonds are not issued and sold and the transactions contemplated hereby are not closed within a timely basis for any reason whatsoever and whether or not as a result of any failure to find one or more purchasers for the Bonds, any default or failure of performance by the Issuer, the inability of the Issuer to issue and sell the Bonds or the failure or inability of the Issuer and the Borrower to agree to the terms and conditions of the agreements, instruments and other documents provided for herein or contemplated hereby, the Borrower agrees, unless waived in the sole discretion of the Issuer, that:

(a) The Borrower will (i) pay all its costs and expenses, including any fees due any attorneys, financial agents or others employed by the Borrower, (ii) pay the reasonable fees and expenses of bond counsel, and (iii) reimburse the Issuer for all reasonable out-of-pocket costs and expenses, including reasonable fees and expenses of the Office of the Broward County Attorney, which the Issuer may have incurred in connection with this Memorandum of Agreement or the Bond issue.

(b) The Borrower will indemnify and hold the Issuer, and the Issuer's members, officers, employees and agents, harmless against any liabilities, allegations or claims of loss or damage (including attorneys' fees and expenses) pertaining to the Project, the Bonds, or any transaction contemplated hereunder, or arising out of or predicated upon this Memorandum of Agreement, any action or

non-action taken or omitted in reliance upon this Memorandum of Agreement, or any default or failure of performance hereunder.

**SECTION 10.** No covenant or agreement contained in this Memorandum of Agreement or the Bonds, the trust indenture, the loan agreement, or in any other instrument relating to the Bonds or the Project, shall be deemed to be a covenant or agreement of any member, officer, employee or agent of the Issuer in an individual capacity, and neither the members or any other officer of the Issuer executing the Bonds or any such agreements or instruments shall be liable personally thereon or be subject to any personal liability or accountability by reason thereof.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement, as of the date first written above.

(SEAL)

**BOARD OF COUNTY  
COMMISSIONERS OF  
BROWARD COUNTY, FLORIDA**

\_\_\_\_\_  
County Administrator and ex officio  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Mayor

*NABORS, GIBLIN & NICKERSON, P.A.*  
\_\_\_\_\_  
Approved as to form by Bond Counsel  
Nabors, Giblin & Nickerson, P.A.

**IMAGINE AT BROWARD, INC.**

By: \_\_\_\_\_  
Name: Brian A. Schlang  
Title: Chairman, Board of Directors,  
and President

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement, as of the date first written above.

(SEAL)

**BOARD OF COUNTY  
COMMISSIONERS OF  
BROWARD COUNTY, FLORIDA**

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County Administrator and Ex-Officio  
Clerk of the Board of County Commissioners

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Mayor

Approved as to form by Bond Counsel  
Nabors, Giblin & Nickerson, P.A.

**IMAGINE AT BROWARD, INC.**

By: 

Name: Brian A. Schlang

Title: Chairman, Board of Directors,  
and President