

426

SECOND AMENDMENT TO AGREEMENT

THIS IS A SECOND AMENDMENT TO AGREEMENT, entered into on September 10, 1991, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc., a Florida non-profit corporation, hereinafter referred to as "Corporation".

City and Corporation entered into an Agreement, dated February 10, 1965, pertaining to the establishment on certain City property of a Swimming Hall of Fame Complex.

Such Agreement was amended to provide for the division of rights and obligations of the City and Corporation with respect to the new and renovated facilities being constructed at the Swimming Hall of Fame Complex.

The parties desire to include in the Agreement the operation and maintenance of the parking lot located on the north side of the Swimming Hall of Fame Complex.

Pursuant to Resolution No. 91-51, adopted at its meeting of March 5, 1991, the City Commission of the City of Fort Lauderdale authorized the proper City officials to enter into this Second Amendment to Agreement.

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this Second Amendment to Agreement.
2. Corporation is granted the right to operate the parking lot located on the north side of the Swimming Hall of Fame Complex, as depicted on Exhibit "A", attached to and made a part of this Second Amendment to Agreement. The following terms and conditions shall apply:
 - (a) Corporation shall be responsible for the staffing, cleaning and maintenance of the parking lot. The parking lot shall be kept in a first-class and safe condition at all times.
 - (b) Corporation shall set aside ten percent (10%) of the gross revenues derived from the operation of the parking lot into a maintenance reserve fund for future improvements and repairs to the parking lot.
 - (c) Net revenues from the operation of the parking lot shall be divided seventy-five percent (75%) to Corporation and twenty-five percent (25%) to City. Net revenues means the gross revenues from parking fees (to be set by Corporation) less the normal and ordinary expenses of maintaining and operating the parking lot. The allocation of net revenues will be determined by the Corporation's independent auditors in the course of

the annual examination of the Corporation's financial statements. The Corporation will disburse to the City its share of such revenues within sixty (60) days after completion of its annual audit.

(d) Corporation shall extend its insurance coverages to the parking lot and shall maintain such in full force and effect for so long as Corporation is operating and maintaining the parking lot.

(e) Corporation shall grant City, at no cost, a sufficient number of parking passes for City employees who either work at or are required to be frequently present at the International Swimming Hall of Fame Pool.

(f) Corporation shall establish discount parking rates for members of City sponsored swim and dive teams, the terms of which shall be negotiated among the City, Corporation and the managers of such teams.

(g) Corporation shall establish discount parking rates for special events and meets, the terms of which shall be negotiated between the City and Corporation.

(h) City shall have the right to terminate the parking lot rights granted herein upon ninety (90) days advance written notice to Corporation. In the event of such termination, the maintenance reserve fund provided for herein shall be turned over to the City and the City shall assume all responsibility for the parking lot as of the date of termination. The City's right to a share of the net revenues that accrued prior to the date of termination shall survive termination.

3. This Second Amendment modifies the Agreement only to the extent provided herein; all other provisions of the Agreement not expressly modified by this Second Amendment are hereby ratified and reaffirmed.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Signature]

[Signature]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By *[Signature]*
Mayor

By *[Signature]*
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

[Signature]
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared JIM NAUGLE, GEORGE L. HANBURY, II and KRIS L. MILLS, Mayor, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on September 10, 1991.

(SEAL)



"OFFICIAL NOTARY SEAL"
PRISCILLA M. ROYAL
MY COMM. EXP. 8/30/93

Priscilla M. Royal
Notary Public
My Commission Expires: 8/30/93

WITNESSES:

Sam J. Wigg
Wanda Brown

(CORPORATE SEAL)

INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc., a Florida non-profit corporation

By Samuel James Freas
Samuel James Freas, President

ATTEST:

Reed Ringel
Reed Ringel, Chairman of the Board

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Samuel James Freas and Reed Ringel, as President and Chairman of the Board, respectively, of INTERNATIONAL SWIMMING HALL OF FAME, INC., a Florida non-profit corporation, and acknowledged they executed the foregoing Agreement as the proper officials of INTERNATIONAL SWIMMING HALL OF FAME, INC., for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and 21st official seal at Fort Lauderdale, in the State and County aforesaid on August, 1991.

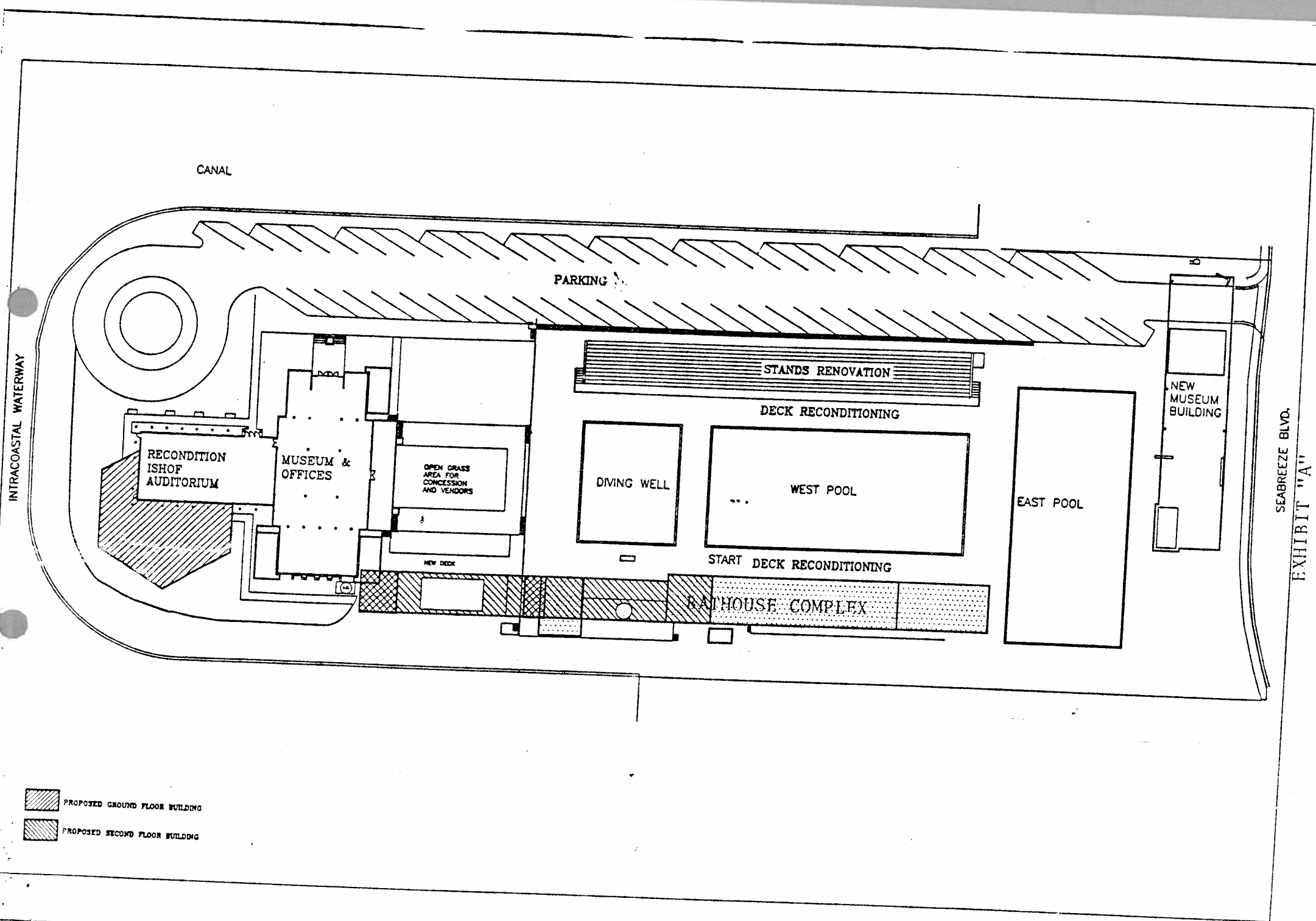
(SEAL)



Notary Public State of Florida
My Commission Expires August 15, 1992
Bonded thru Bankers Ins. Co.

Marian C Washburn
Notary Public
My Commission Expires:



DF:6990E



 PROPOSED GROUND FLOOR BUILDING
 PROPOSED SECOND FLOOR BUILDING

R-2
3/5/91

RESOLUTION NO. 91-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO A SECOND AMENDMENT TO AGREEMENT WITH INTERNATIONAL SWIMMING HALL OF FAME, INC., TO INCLUDE THE OPERATION AND MAINTENANCE OF THE PARKING LOT ON THE NORTH SIDE OF THE SWIMMING HALL OF FAME COMPLEX.

WHEREAS, the City and International Swimming Hall of Fame, Inc. (ISHOF) entered into an Agreement, dated February 10, 1965, pertaining to the establishment on certain City property of a Swimming Hall of Fame Complex; and

WHEREAS, such Agreement was amended to provide for the division of rights and responsibilities with respect to the new and renovated facilities being constructed at the Swimming Hall of Fame Complex; and


WHEREAS, the parties desire to amend the Agreement to include the operation and maintenance of the parking lot on the north side of the Swimming Hall of Fame Complex;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

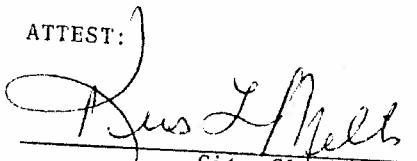
SECTION 1. That the proper City officials are hereby authorized to enter into a Second Amendment to Agreement with International Swimming Hall of Fame, Inc., which Second Amendment shall set forth the terms and conditions for inclusion in the Agreement of the operation and maintenance of the parking lot on the north side of the Swimming Hall of Fame Complex.

SECTION 2. That the Office of the City Attorney shall review and approve as to form such document prior to its execution by the proper City officials.

ADOPTED this the 5th day of March, 1991.



Mayor
ROBERT O. COX

ATTEST:


City Clerk
KRIS L. MILLS

DF:6961E
91-51

AMENDMENT TO AGREEMENT

THIS IS AN AMENDMENT TO AGREEMENT, entered into on March 5, 1991, 1990, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc., a Florida non-profit corporation, hereinafter referred to as "Corporation".

City and Corporation entered into an Agreement, dated February 10, 1965, pertaining to the establishment on certain City property of a Swimming Hall of Fame Complex.

Such Agreement authorized the Corporation to operate a Swimming Hall of Fame Museum and Shrine in a building located on the west end of the City's property and also provided for the division of maintenance and other operating costs with the City.

In 1987, the electors of the City of Fort Lauderdale approved a referendum authorizing the City to sell General Obligation Bonds; a portion of such bond monies has been allocated to fund construction of new facilities and renovation of existing facilities on the City's property.

The parties desire to amend the Agreement to provide for the division of rights and obligations with respect to the new and renovated facilities being constructed on the City's property.

By Resolution No. 90-304, adopted at its meeting of December 18, 1990, the City Commission of the City of Fort Lauderdale, authorized the proper City officials to enter into this Amendment to Agreement.

In consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto to amend the Agreement as follows:

1. The foregoing recitals are correct and are incorporated into this Amendment to Agreement.
2. Definitions.
 - (a) International Swimming Hall of Fame and Pool Complex ("Complex"): all those facilities and improvements presently existing, being renovated, being constructed or planned for future development on certain City property located within the City of Fort Lauderdale, more fully described and depicted on Exhibit "A", attached to and made a part of this Amendment.
 - (b) Existing International Swimming Hall of Fame ("existing building"): the building on the west end of the Complex presently housing the International Swimming Hall of Fame and an auditorium and operated by the Corporation pursuant to the Agreement.
 - (c) New International Swimming Hall of Fame ("new building"): the building being constructed on the east end of the Complex in a location abutting Seabreeze Boulevard and

which when completed will house the International Swimming Hall of Fame.

(d) International Swimming Hall of Fame Pool ("pool facilities"): all the existing, renovated and under construction aquatic and aquatic-related athletic facilities located on the Complex, comprised of two (2) 50-meter competition pools, diving well and bathhouse.

3. New building.

(a) Operation. The City hereby grants Corporation the right to operate the new building as the new site of the International Swimming Hall of Fame. The Corporation shall manage the new building in accordance with its Charter and By-Laws and under the terms and conditions set forth herein and in the Agreement. Corporation agrees to install appropriate and sufficient exhibitry in the new building consistent with the prestige and purposes of the International Swimming Hall of Fame. Corporation shall maintain all exhibitry in a first-class condition and working order.

(b) Maintenance. Corporation shall be responsible for and bear the costs of daily maintenance of the building and all minor repairs so as to keep the new building in a first-class condition. City shall contribute Six Thousand Dollars (\$6,000.00) each fiscal year toward such costs, payable in equal monthly installments on the first day of each month. City shall be responsible for and bear the costs of minor and major structural repairs and painting; provided, however, that Corporation shall be responsible for and bear the costs of any rewiring and relocation of electrical and lighting fixtures or other exhibitry related utilities desired by Corporation and which substantially deviate from the approved building plans.

(c) Utilities. City shall pay utility costs for the new building. However, if the average electricity consumption in the new building for the twelve (12) month period following receipt of a permanent certificate of occupancy on the new building shall be exceeded by ten percent (10%) or greater during any subsequent consecutive twelve (12) month period of operation of the new building, Corporation shall bear the costs of such excess consumption. Such excess costs shall be invoiced to Corporation by City based upon kilowatt hours of usage on applicable electricity bills.

4. Existing building. Corporation shall continue to operate the existing building in accordance with its Charter and By-Laws and under the terms and conditions set forth herein and the Agreement. The parties acknowledge that the existing building may at some future date be renovated. Corporation may lease any portion of the existing building as office space subject to the following conditions:

Aquatic related leases such as for ASCA or FINA may be negotiated exclusively by Corporation, provided that the rental payments provided for in the lease are at or near a fair market rental.

Non-aquatic related leases or all below fair market rental leases shall require the final approval of the City's Director of Parks and Recreation, which approval shall not be unreasonably withheld.

5. Pool Facilities. City shall continue to control and operate all pool facilities. Corporation shall have the right to use the pool facilities and surrounding grounds of the Complex for its activities with written permission from the City's Director of Parks and Recreation or his designee. Such permission shall not be unreasonably withheld if such notice is received at least forty-five

(45) days in advance and if the date requested is not in conflict with a planned or contracted for City event or activity.

6. Insurance; security:

(a) Corporation shall maintain in full force and effect during the term of the Agreement, including all extensions thereof, a \$1,000,000.00/\$3,000,000.00 public liability policy with an insurer authorized to do business in the State of Florida; City shall be a named additional insured. Such policy shall also include a liquor liability rider.

(b) City shall insure the structures of the new building and the existing building and Corporation shall insure the contents kept within such structures, for loss from fire, theft and casualty for one hundred percent (100%) of replacement value, with an insurer authorized to do business in the State of Florida. City and Corporation agree that the proceeds of such insurance shall first be applied to the replacement or repair of those structures and contents that are affected by the insurable event.

(c) As part of the construction of the new building, an adequate burglar alarm system shall be installed. The initial purchase and installation costs shall be included in the new building construction costs. Monthly service fees shall be borne by City.

7. Revenues. Classification and division of revenues shall be as follows:

(a) Operations. Net revenues derived from the operation of the new building and existing building, including but not limited to, admissions, athletic equipment sales, souvenir and novelty sales, short term room rentals and food and beverage sales, shall be divided seventy-five percent (75%) to Corporation and twenty-five percent (25%) to City. Net revenues means gross sales price less the expenses incurred in generating such gross sales. Such expenses shall include staff payroll, promotional expenses and other normal and ordinary expenses of maintaining and operating the revenue-generating facilities as set forth in Corporation's Operating Budget.

(b) Leasing activity. All new net rental income derived from the leasing of aquatic related office space in the existing building shall be divided seventy-five percent (75%) to Corporation and twenty-five percent (25%) to City. Net rental income means gross rental income received from a tenant less the direct normal and ordinary expenses of maintaining such leased space. Non-aquatic related leases and the division of revenues derived therefrom shall be negotiated by the parties on a case by case basis.

(c) Sponsorships. Corporation shall have the right to sell sponsorships for any equipment, fixture or facility located on the Complex, subject to the final approval of the City, which approval shall not be unreasonably withheld. Net revenues derived from the sale of such sponsorships shall be divided seventy-five percent (75%) to Corporation and twenty-five percent (25%) to City. Net revenues means the gross amount received in consideration of such sponsorship from the sponsor, less the cost to prepare the sponsored equipment, fixture or facility.

(d) Athletic meets and other revenue generating events. The parties will cooperate to market the Complex through the invitation, solicitation and operation of athletic meets and other revenue generating events. The parties acknowledge that each such athletic meet or event presents unique circumstances and therefore, the details of each

athletic meet or event will be arranged by the parties on a case by case basis. The net revenues from each such co-hosted athletic meet or event shall generally be divided seventy-five percent (75%) to the primary host and twenty-five percent (25%) to the secondary host. Net revenues means the gross revenues derived from the specific athletic meet or other event, including but not limited to facility use fees, sponsorship fees and admission fees, less the direct normal and ordinary expenses incurred in attracting and holding the specific athletic meet or other event. Such expenses may include staffing, promotional printing and mailing, electrical and chemical consumption, equipment rental and excess janitorial and maintenance supplies. The division of event revenues shall be agreed upon in writing at least sixty (60) days before the event.

(e) Direct donations to Corporation or donations solicited by Corporation shall not be considered revenues for purposes of this Amendment.

(f) The allocation of net revenues and rental income, as defined, will be determined by the Corporation's independent auditors in the course of the annual examination of the Corporation's financial statements. The Corporation will disburse to the City its share of such revenues, as provided herein, within sixty (60) days after completion of its annual audit.

8. City acknowledges that Corporation has registered a trademark for "International Swimming Hall of Fame". Corporation may grant City a license to use such trademark in all matters pertaining to the City's involvement with the Complex upon written request from City.

9. Corporation shall conduct its activities on the Complex in strict accordance with all applicable statutes, ordinances and regulations of any governmental entity having jurisdiction over the Complex and the activities conducted therein. In the event any construction, installation or alteration to or any change in use for the structures and improvements or any portion of them on the Complex is planned, Corporation shall ensure that all required permits, licenses and other permissions are obtained from all governmental entities having jurisdiction over the Complex and the activities conducted therein. Nothing in this Amendment shall be construed to grant Corporation a waiver from any such governmental requirements, including those of the City in its municipal capacity.

10. This Amendment modifies the Agreement only to the extent provided herein; all other provisions of the Agreement not expressly modified by this Amendment are hereby ratified and reaffirmed.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Ratsey A. Bair

David W. Bair

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By [Signature]
Mayor

By [Signature]
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:

Dennie E. Lyles
City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ROBERT O. COX, GEORGE L. HANBURY, II and KRIS MILLS, Mayor, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Amendment to Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the State and County aforesaid on February 27, 1990, 1990.

(SEAL)



"OFFICIAL NOTARY SEAL"
FRUSTELLA M. ...
MY COM. EXP. 8/20/93

[Signature]
Notary Public
My Commission Expires: 8/20/93

WITNESSES:

[Signature]
[Signature]

(CORPORATE SEAL)

INTERNATIONAL SWIMMING HALL OF FAME, INC., f/k/a Swimming Hall of Fame, Inc., a Florida non-profit corporation

By [Signature]
President

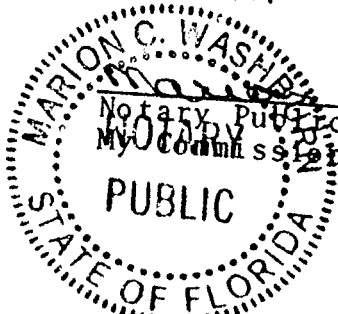
ATTEST:
[Signature]
Secretary

STATE OF Florida :
COUNTY OF Broward :

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Samuel James Freas and Alice Kempthorne as President and Secretary, respectively, of the INTERNATIONAL SWIMMING HALL OF FAME, INC., a Florida non-profit corporation, and acknowledged they executed the foregoing Amendment to Agreement as the proper officials of same, for the use and purposes mentioned in it and they affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

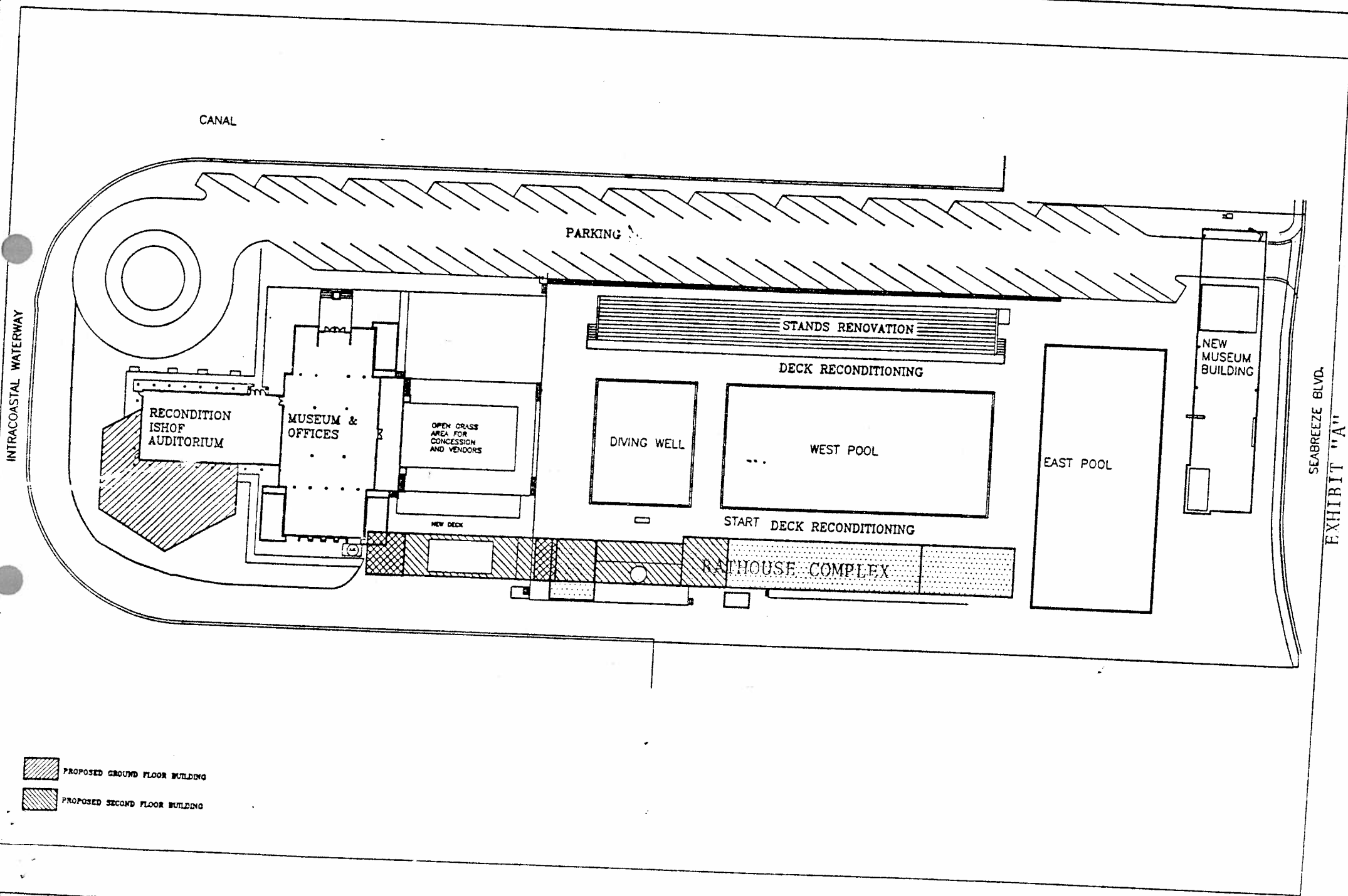
IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Ft. Lauderdale, in the State and County aforesaid on February 27, 1990, 1991.



(SEAL)



[Signature]
Notary Public
My Commission Expires August 15, 1992
Bonded Thru Bankers Ins. Co.

6248E
12/17/90



 PROPOSED GROUND FLOOR BUILDING
 PROPOSED SECOND FLOOR BUILDING

RESOLUTION NO. 90-304

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AMENDMENT TO AGREEMENT WITH INTERNATIONAL SWIMMING HALL OF FAME, INC., TO PROVIDE FOR THE DIVISION OF RIGHTS AND RESPONSIBILITIES WITH RESPECT TO THE NEW AND RENOVATED FACILITIES BEING CONSTRUCTED AT THE SWIMMING HALL OF FAME COMPLEX.

WHEREAS, the City and International Swimming Hall of Fame, Inc. (ISHOF) entered into an Agreement, dated February 10, 1965, pertaining to the establishment on certain City property of a Swimming Hall of Fame Complex; and


WHEREAS, the parties desire to amend such Agreement to provide for the division of rights and responsibilities with respect to the new and renovated facilities now being constructed at the Swimming Hall of Fame Complex;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the proper City officials are hereby authorized to enter into an Amendment to Agreement with International Swimming Hall of Fame, Inc., to provide for the division of rights and responsibilities with respect to the new and renovated facilities being constructed at the Swimming Hall of Fame Complex.

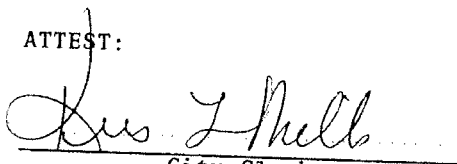
SECTION 2. That the office of the City Attorney shall review and approve as to form such Amendment to Agreement prior to its execution by City officials.

ADOPTED this the 18th day of December, 1990.



Mayor
ROBERT O. COX

ATTEST:



City Clerk
KRIS L. MILLS

DF:6774E

90-304

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of January, 1965, by and between the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, party of the first part hereinafter referred to as City, and SWIMMING HALL OF FAME, INC., a non-profit corporation of the State of Florida, party of the second part hereinafter referred to as Corporation,

WITNESSETH:

WHEREAS, the City of Fort Lauderdale has agreed to construct, and is now in the process of constructing, on land owned by the City, a Swimming Hall of Fame Complex which includes an olympic-size swimming pool and a building for the Swimming Hall of Fame Shrine in the City of Fort Lauderdale; and

WHEREAS, the shrine building known as the Hall of Fame is specifically designed to honor leading athletes, coaches of swimming, and others who have made extraordinary contributions to the sport of swimming and other aquatic sports; and

WHEREAS, the City of Fort Lauderdale has agreed to construct these facilities under a revenue bond issue and is obligated to maintain said facilities for the life of said bonds and in full compliance with the several covenants contained in the bond resolution adopted by the City for such purpose; and

WHEREAS, the Swimming Hall of Fame, Inc. has been chartered as a non-profit corporation to operate said Hall of Fame in all matters pertaining to the Hall of Fame;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed between the City and Corporation as follows:

1. The City of Fort Lauderdale, having been asked to approve the Charter of the Swimming Hall of Fame, Inc. and its By-Laws, does hereby approve said Charter and By-Laws, copy of which Charter and By-Laws are hereto attached and made a part hereof as Exhibits A and B, respectively.
2. The Corporation recognizes and agrees that the Hall of Fame building and the adjoining olympic-size pool are either being built, or will be built wholly or in part, by proceeds of bonds issued by the City of Fort Lauderdale pursuant to a bond resolution, and agrees that it will fully comply with all the covenants and conditions of said bond resolution, being Resolution No. 9340 of the City of Fort Lauderdale, copy of which is attached hereto and made a part hereof as Exhibit C.
3. The City's architect has estimated the cost of constructing the Hall of Fame building (unfurnished) to be \$195,000. The City of Fort Lauderdale therefore agrees to provide \$195,000 towards the construction of the Swimming Hall of Fame building at the site of the Swimming Hall of Fame Complex as soon as the architect's plans and the finances for the same are completed. Should additional moneys be required to complete construction of the Hall of Fame building, such moneys shall be provided by the Corporation.
4. The City agrees to consult with and advise with the Corporation as to the size, location and design of the Shrine building and the facilities to be contained in said building, so that it will best serve the purposes for which it is intended.

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PUBLIC SERVICES/ENG
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5. The City agrees to maintain and repair the grounds, the interior and the exterior of the Swimming Hall of Fame building at its own expense for so long a time as the building is used for the purposes herein provided in accordance with paragraph 3.04(D)(1) of Bond Resolution No. 9340, Exhibit C. The term "maintain" shall mean the City shall provide janitor service, guards, nightwatchmen, and such other personnel as is needed to keep the Hall of Fame building in a good state of repair and cleanliness.

6. The Corporation agrees it will operate the Swimming Hall of Fame in cooperation with the Recreation Department of the City of Fort Lauderdale for the full life of this contract. The Corporation further agrees that it will furnish the interior of the Hall of Fame building for its Swimming Hall of Fame purposes.

7. Both the City and the Corporation agree that certain revenues arising out of the operation of the Hall of Fame building are moneys belonging to the City to be applied by the City according to the terms and conditions of Bond Resolution No. 9340. The City agrees, however, that public and private donations to the Hall of Fame in the nature of gifts and donations are not property of the City and any moneys received by the Corporation not pledged under Bond Resolution 9340 may be retained by the Corporation.

8. It is understood and agreed by the City and the Corporation that all matters of policy in the operation of the Hall of Fame are within the exclusive jurisdiction of the Corporation and the City of Fort Lauderdale does not have any right to object or interfere with the policy decisions of the Corporation so long as they comply with the Charter and By-Laws of the Corporation which the City has heretofore approved.

9. All personnel employed by the Corporation shall be employed under such terms and conditions as the Corporation sees fit and shall be paid for by said Corporation but not by the City; provided, however, that the Executive Director of the Hall of Fame shall be employed only with the consent and approval of the City of Fort Lauderdale. The City does hereby approve William F. (Buck) Dawson as the Executive Director of the Corporation.

10. The Corporation agrees that all contracts, leases and agreements with concessionaires, exhibitors, or other persons, firms or corporations using the facilities of the Hall of Fame building for a period of more than five days shall not be binding or valid until the same have been consented to by the head of the Recreation Department of the City of Fort Lauderdale.

11. It is understood and agreed by the Corporation that the Corporation will at all times maintain public liability insurance to insure the City against any claim for damages arising out of any accidents on the premises to the extent of \$100,000 for any one person involved in any one accident, and \$300,000 for more than one person involved in more than one accident; said insurance to be at the sole expense of the Corporation. The City shall be obligated to insure the building property (exclusive of personal property) in such amount and in such manner as it sees fit.

12. The Corporation agrees that the City of Fort Lauderdale shall have the full right and authority to maintain law and order and security on the premises and may exercise all the police powers granted to the City of Fort Lauderdale as to any persons on the premises or any activities conducted on the premises, and the Corporation agrees that it will abide by all of the applicable provisions of the ordinances of the City of Fort Lauderdale.

13. The Corporation agrees that in its solicitation of donations from private or public sources, it will do so only in its name and will not use the name of the City of Fort Lauderdale as a soliciting party. The Corporation agrees, however, that whenever it is practicable to do so, in all publicity and promotion activities the location of the Hall of Fame will be identified with the City of Fort Lauderdale by appropriate reference.

14. The Corporation agrees to save the City harmless from any claims for damages arising out of negligence on contracts or agreements arising out of any of its operations, and will within ten days furnish the City Attorney of the City of Fort Lauderdale a copy of any claims for damages or threatened legal action in which the interests of the City of Fort Lauderdale are involved.

15. The Corporation agrees that any rates set by it for admission to the Hall of Fame or rent paid by any concessionaire or exhibitor or any other firm, person or corporation using the premises, shall be subject to the approval of the City of Fort Lauderdale and will not be binding or enforceable unless such approval is given in writing by the City through its officials authorized to sign contracts on behalf of the City. The City agrees, however, that in all matters of solicitation of funds from private or public sources, the Corporation shall have sole authority and responsibility, and such will not be subject to any approval of the City.

16. It is agreed by both parties that this agreement embodies the complete understanding of the parties and that there are no other oral or written agreements between the City and the Corporation of any force and effect, and that should the parties reach any further understanding or agreements, the same shall be reduced to writing and be made a part of this contract by appropriate amendment as needed from time to time.

17. This contract shall remain in full force and effect for a term of fifty years from date hereof; it being understood and agreed, same agreement may be extended for a second fifty years by mutual agreement of the parties.

18. This agreement shall be binding on both the City and the Corporation, their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES

[Signature]
Margaret Deen

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By *[Signature]*
Mayor-Commissioner

By *[Signature]*
City Manager

ATTEST:

[Signature]
City Clerk

Approved as to form:
[Signature]
City Attorney

401

LEASE AGREEMENT

THIS IS A LEASE, entered into on September 9, 1987, between the CITY OF FORT LAUDERDALE, Florida, a municipal corporation of the State of Florida, referred to as the "Lessor", and SWIMMING HALL OF FAME INC., referred to as the "Lessee".

Lessor entered into an agreement with Lessee which agreement is dated February 10, 1965, which provides for the construction and operation of a Swimming Hall of Fame Complex, including an olympic-size swimming pool and a Swimming Hall of Fame shrine located on property owned by Lessor, referred to in this Lease as the "Facility".

Lessor desires to lease a portion of the Facility to Lessee and is empowered to do so by virtue of its Charter.

The City Commission of Lessor, pursuant to a Motion adopted September 9, 1987, authorized its officials to enter into this Agreement with Lessee.

In consideration of the mutual promises and covenants contained in this Lease and other valuable consideration, the receipt and adequacy of which are acknowledged, it is agreed between the parties as follows:

1. DESCRIPTION OF PREMISES:

Lessor leases to Lessee the following real property:

Area A: Approximately 19,800 square feet of grassy area between the Intracoastal waterway and the west, south and north sides of the museum and designated Area A on the sketch attached hereto as Exhibit "A" and incorporated herein, but which area excludes any part of the roadway or parking within the area.

Area B: Approximately 18,000 square feet of property beginning at the eastern edge of the museum and extending 100 feet east and designated as Area B on the sketch attached hereto as Exhibit "A" and incorporated herein, but which area excludes any part of the roadway or parking area within the area.

Both areas being referred to herein as the "Premises".

2. TERM:

The term of this Lease shall be for a period of 364 days, commencing September 9, 1987, and terminating on September 8, 1988. This Lease may be renewed upon written request of Lessee and approval of City Commission under the same terms and conditions for a period of one year.

3. RENT AND OTHER PAYMENTS:

Lessee agrees to pay the Lessor \$1.00 as yearly rental, due on the date this Lease Agreement is executed by all parties, plus 40% of the annual gross receipts which exceed Twenty Thousand Dollars (\$20,000.00) per year. Gross receipts shall mean the total of all gross revenue received by Lessee from the use of the Premises including but not limited to the assignment, sublease or grant of concession of any portion of the Premises; entry fees, ticket sales, or any other revenue collected with regard to any events conducted on the Premises; sales of food items, beverages, goods, wares and merchandise sold on the Premises. The amount shall be based on a statement prepared by Lessee which shows the gross receipts of the Lessee for the preceding year. Each such statement shall be sworn to by an authorized official of the Lessee. Such statement shall be

furnished to the Lessor by Lessee on or before the 30th day following the expiration date of the term of this Lease. Any sum due to Lessor from Lessee as provided in this Agreement based on the statement shall be remitted to Lessor at the time of and together with the statement furnished to City by Lessee as provided herein.

State sales tax (currently 5%) is in addition to and payable with the total monthly amount unless Lessee provides Lessor with an exemption certificate from Florida sales tax. Payment shall be made at the following location: City of Fort Lauderdale, c/o Hall of Fame Pool Manager, 501 Seabreeze Boulevard, Fort Lauderdale, Florida, 33316.

All revenue received by Lessee from the use of the Premises and remaining after payment of rent to Lessor as provided herein, shall be used for the promotion, development and operation of the Facility and for no other purpose without the consent of Lessor.

4. USE OF PREMISES:

(a) Lessee shall use and occupy the Premises for any lawful purpose consistent with the general operation of the Facility and not inconsistent with the corporate purpose of the Lessee as provided in its corporate charter and by-laws. Prior to Lessee's use of the Premises, Lessee shall submit to and receive the written approval of the Director of the Department of Parks and Recreation of the City of Fort Lauderdale or his designee regarding such use and the Director or his designee shall determine if such use is in compliance with the provisions of this Agreement.

(b) The Premises shall not be used for any other purpose whatsoever without the written consent of Lessor. Lessee covenants that it will not, without the written consent of Lessor, permit the Premises to be used or occupied by any person, firm, entity or corporation other than Lessee and its agents. Lessee further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon the Premises. No act shall be permitted by Lessee, and no thing shall be kept in or about the Premises, which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon, or any damage done, to the Premises. Lessee shall not permit the Premises to be used or occupied in any manner which violates any law or regulation of any governmental authority. In the event that the Premises are used or occupied in any manner which violates any law or regulation of any governmental authority, this Lease shall be canceled immediately by the Lessor without prior notice to Lessee.

(c) The parties hereto understand and agree that the Lessor plans to construct improvements on the property designated as Area B on Exhibit "A" attached hereto and incorporated herein. Lessee hereby agrees that the Lessor may enter and take possession of Area B at any time for the purpose of planning, development and construction of such improvements. Upon ten (10) days written notice by Lessor to Lessee of its intent to take possession of Area B for such purposes, the lease of Area B shall terminate and the provisions of this Lease with regard to Area B shall have no further force and effect.

5. ALTERATIONS AND IMPROVEMENTS TO PREMISES:

Lessee may not make any alteration, adjustment, partition, addition or improvement to the Premises or any part of them without obtaining the prior written consent of the Lessor. All requests by the Lessee shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions or improvements shall remain the exclusive property of the Lessor. All such alterations or improvements shall be made at the

sole cost and expense of the Lessee. Lessee shall keep the Premises in a clean, sanitary condition; however, Lessor shall continue to provide maintenance of the Premises in accordance with the agreement between the parties dated February 10, 1965. Upon failure of Lessee to comply with the provisions of this paragraph, after ten (10) days' written notice by certified mail by the Lessor to Lessee, the Lessor shall have the right to enter the Premises, restore them to their original condition, and this Lease shall then be considered canceled.

6. COVENANT AGAINST LIENS:

Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Lessor in and to the Premises covered by this Lease and that no third person shall ever be entitled to any lien, directly or indirectly, derived through or under the Lessee, or its agents or servants, or on account of any act or omission of the Lessee. All persons contracting with the Lessee, or furnishing materials or labor to Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. Lessee shall not be deemed to be the agent of the Lessor so as to confer upon a laborer bestowing labor upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

7. AMENDMENTS:

No modification, amendment or alteration of any term or condition contained in this Lease shall be effective unless contained in a written document executed by the parties, with the same formality as this Lease.

8. SURRENDER UPON TERMINATION:

Lessee shall peaceably surrender and deliver the Premises to Lessor or its agents immediately upon expiration of the Lease term; or after ten (10) days' written notice from the Lessor upon termination of the Lease for any other reason.

Lessee further agrees that it will leave the Premises in the condition existing at the commencement of the term of this Lease, normal wear and tear excepted, subject to the repair and maintenance obligations provided in this Lease Agreement.

Lessee may not hold over or remain in possession of the Premises after the expiration of the term or earlier termination of this Lease.

9. ASSIGNMENT OR SUBLETTING:

Lessee shall have no authority to assign or sublease or permit to be used any portion of the Premises during the term of the Lease without the prior written approval of Lessor. Should Lessee attempt to assign this Lease, sublet any portion of the Premises, or permit the Premises to be used by anyone other than the Lessee without the written approval of the Lessor, then the Lease shall be terminated immediately, without prior notice to Lessee.

10. RE-ENTRY ON DEFAULT:

In the event Lessee shall continue to be in default under any provision of this Lease, after ten (10) days' written notice of default from the Lessor by certified mail, and if Lessee shall fail to remedy such default within ten (10) days after receipt of such notice, the Lessor, in addition to other rights or remedies he may have as provided by law or this Agreement, shall have the right to

declare this Lease terminated and re-enter the Premises peaceably and take possession of same. Lessee shall be liable for all costs and attorneys' fees arising out of such action.

11. DAMAGE TO CONTENTS:

Lessee agrees that all personal property placed upon the Premises shall remain the property of Lessee, and may be placed upon the Premises at the sole risk of Lessee. Lessee shall give the Lessor, or its agent, prompt written notice by certified mail of any occurrence or incident including damage to the Premises or any accident occurring on the Premises.

12. INSPECTIONS:

The Lessor, or its agents, or any authorized employee of its agent, may enter upon the Premises at all reasonable times and hours, to examine same to determine if Lessee is properly maintaining the Premises according to the requirements of this Lease.

13. WAIVER:

Failure of the Lessor to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right contained in this Lease, shall not be construed as a waiver or relinquishment in the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Lease shall be modified except by written agreement of the parties.

14. INDEMNIFICATION:

Lessee shall indemnify and save Lessor harmless from all liability or damages of any nature arising out of any use of the Premises by Lessee, its agents, employees, licensees and invitees from and against any and all claims, suits, actions, liabilities, expenditures, or causes of action of any kind arising during the term of this Lease, including but not limited to any action which results or accrues from any negligent act, omission or error of Lessee, resulting in or relating to, injuries to body, life, limb or property, sustained in, about or upon the Premises or improvements to them, which may arise directly or indirectly from Lessee's use of the Premises.

Lessee shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Lessor as a result of any claim, suit or cause of action accruing during the term of this Lease, for injuries to body, life, limb or property as set forth above.

Lessee shall save the Lessor harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any such claim and its investigation or its defense, or both, which may be entered, incurred or assessed as a result of the foregoing.

15. INSURANCE:

The parties further agree to the following provisions pertaining to insurance:

(a) Workers' Compensation: The Lessee shall provide, carry, maintain and pay for all necessary Workers' Compensation insurance if so required by Florida Statutes for the benefit of its employees with the following limits:

Workers' Compensation-Statutory limits; Employer's Liability One Hundred Thousand Dollars (\$100,000.00).

(b) Liability Insurance: Lessee shall, at its own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property

damage insurance for the benefit of the Lessor, with a policy limit of not less than \$1 Million (\$1,000,000.00) combined single limits, which coverage shall include property damage and personal injuries, including death, and shall name the Lessor as an additional named insured. Further, Lessee shall provide additional coverage for any and all liability arising in connection with the service and consumption of liquor on the Premises.

(c) Policies: Whenever under the provisions of this Lease, insurance is required of the Lessee, the Lessee shall promptly provide to Lessor the following:

1. Certificates of insurance evidencing the required coverages;
2. Names and addresses of companies providing coverages;
3. Effective and expiration dates of any policy; and
4. Evidence to show that a provision appears in all policies affording Lessor thirty (30) days' advance written notice by any carrier of any cancellation or material change in any policy.

Lessee is obligated to promptly submit to the Risk Manager of Lessor the information identified above.

(d) Collection of Insurance: In the event of destruction of or damage to any portion of the Facility, which includes the Premises and contents covered by insurance, the funds payable in pursuance of such insurance policies for repair and reconstruction or both shall be deposited in a commercial national bank located in Fort Lauderdale, Florida, selected by the Lessor, to be held as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of first, all or any portion of the Premises, second, improvements and third, personal property, so damaged or destroyed. Such reconstruction and repair work shall be done by Lessee in strict conformity with the ordinances of the Lessor and all governmental agencies having jurisdiction. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then such funds shall be used as far as the same will permit in paying the cost of reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Lessee.

(e) Precautions: In order to reduce hazards and risks of interruption of business occasioned by windstorm and other acts of God, the Lessee agrees that it will at its expense take all reasonable precautions to protect the Premises from damage or destruction by the elements.

(f) Primary coverage: All insurance referred to in this Lease shall apply as primary coverage and shall not be affected by any insurance which Lessor may carry in its own name.

(g) Destruction of Premises: If the Premises are destroyed by fire, flood or an act of God, Lessee shall be entitled to an abatement of rent until such time as the Premises are restored and suitable for use.

16. UTILITIES:

The Lessor shall provide and be responsible for the costs of all utilities.

17. TERMINATION OF LEASE FOR DEFAULT:

A breach or default of any of the provisions of this Lease by Lessee will result in termination of this Lease, and such termination shall be effected by the Lessor by the giving of written notice pursuant to Paragraph 22, below, which notice will be provided ten (10) days in advance of the date of termination.

18. LAWS AND ORDINANCES:

Lessee shall observe all laws and ordinances of the City, State and all Federal agencies which shall apply to the Premises.

19. CANCELLATION:

This Lease Agreement may be canceled by Lessor at any time during its term upon ninety (90) days' advance written notice.

20. PRIOR AGREEMENT:

This Lease Agreement is in addition to and shall not supersede the provisions of the agreement entered into between the parties, which agreement is dated February 10, 1965.

21. ENTIRE AGREEMENT:

This Lease embodies the entire agreement between the parties. It may not be modified or terminated except as provided in it. If any of its provisions are held invalid, such provision shall be considered deleted but such deletion shall not invalidate the remaining provisions.

22. NOTICES:

Any notice or demand, which under the terms of this Lease or by any statute or ordinance, is to be given or made by a party, shall be in writing and shall be given by certified mail sent to the other party at the address set forth below, or to such other address as each party may from time to time designate by written notice to the other:

Notice to the Lessor shall be addressed to:

City of Fort Lauderdale
P. O. Box 14250
Fort Lauderdale, Florida 33302

Attention: Department of Parks and
Recreation

Notice to the Lessee shall be addressed to:

Executive Director
Swimming Hall of Fame, Inc.
Hall of Fame Drive
Fort Lauderdale, Fl. 33316

23. COPIES OF LEASE:

This Lease shall be executed in duplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement as of the date first appearing above: CITY OF FORT LAUDERDALE, FLORIDA, through its City Commission, signing by and through its City Manager, authorized to execute same by Commission action on September 9, 1987, and Lessee, Swimming Hall of Fame, Inc., signing by and through its Vice President and Secretary, duly authorized to execute this Lease.

WITNESSES:

Jean Murray
C. Jean Cochran
(Corporate Seal)

LESSOR:
CITY OF FORT LAUDERDALE
By: [Signature]
City Manager

ATTEST:
[Signature]
City Clerk

Approved as to form:
[Signature]
City Attorney

WITNESSES:

[Signature]
[Signature]
(Corporate Seal)

LESSEE:
SWIMMING HALL OF FAME, INC.

By: [Signature]
Vice President

ATTEST:
[Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared CONSTANCE W. HOFFMANN and KRIS L. ANDERSON, City Manager and City Clerk, respectively, of the City of Fort Lauderdale, Florida, a municipal corporation of Florida, and acknowledged they executed the foregoing Lease Agreement as the proper officials of the City of Fort Lauderdale, and the same is the act and deed of the City of Fort Lauderdale.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the state and county aforesaid on October 21, 1987.

(SEAL)

Jean Murray
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 14, 1991
BONDED THRU GENERAL INS. UMO.

STATE OF FLORIDA :
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICHARD D. TOPLIN and ALICE P. KEMPTHORNE, as Vice President and Secretary, respectively, of SWIMMING HALL OF FAME, INC. and they acknowledged they executed the foregoing Lease Agreement as the proper officials of the above-mentioned Lessee, for the uses and purposes mentioned in it, and they affixed the official seal of the Lessee, and that the instrument is the act and deed of the Lessee.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at Fort Lauderdale, in the state and county aforesaid, on October 6, 1987.

(SEAL)

Sherrill H. Nelson
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 11, 1991
BONDED THRU GENERAL INS. CO.

3424E

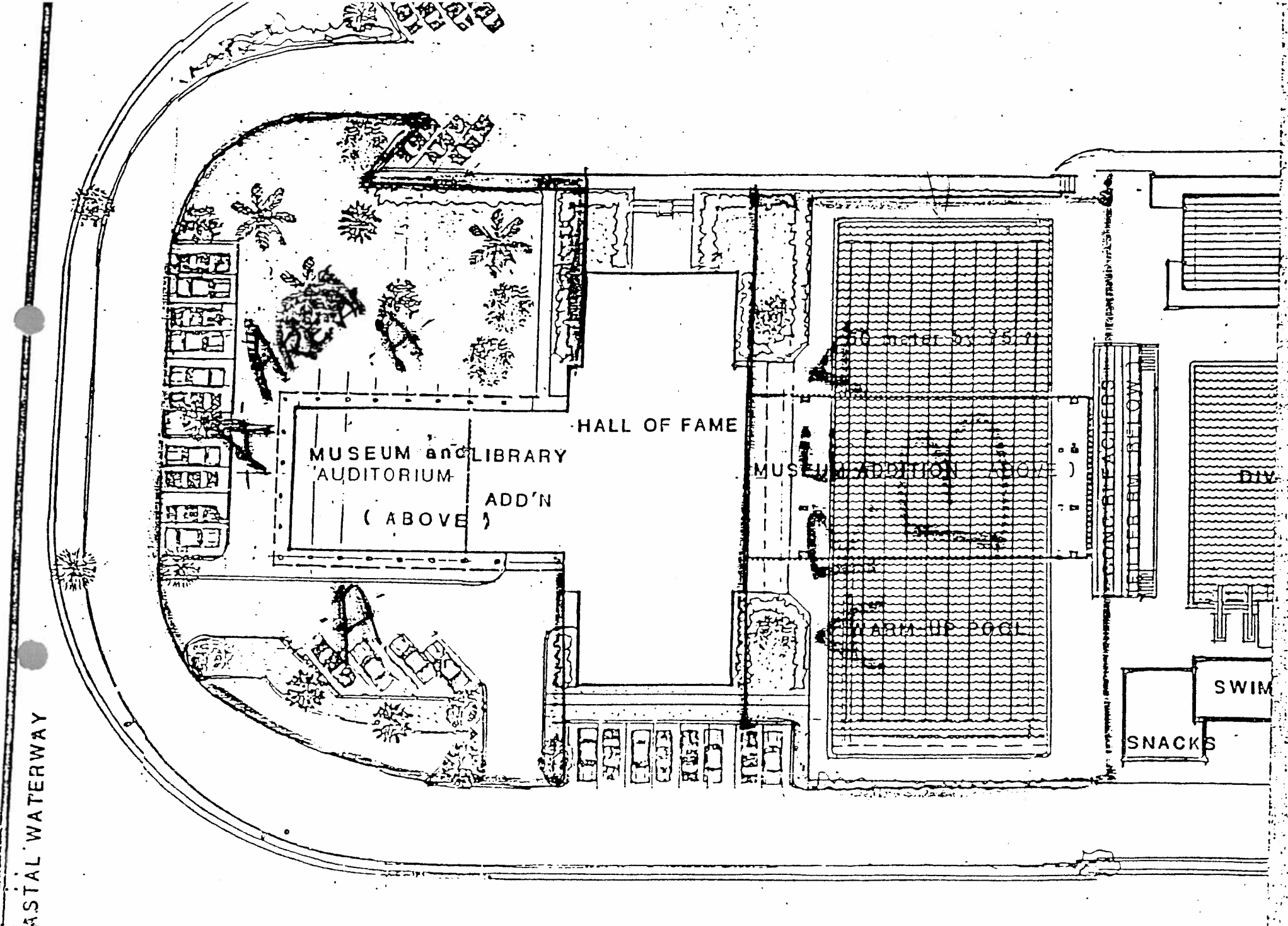


EXHIBIT A

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RESOLUTION NO. 9340

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$750,000 SPECIAL OBLIGATION REVENUE BONDS TO FINANCE THE COST OF THE CONSTRUCTION OF AN OLYMPIC TYPE SWIMMING POOL AND SWIMMING HALL OF FAME IN THE CITY OF FORT LAUDERDALE AND PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

1.01. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 57-1322, Special Acts of the Legislature of Florida, 1957, as amended and supplemented, being the Charter of the City of Fort Lauderdale, and other applicable provisions of law.

It is hereby found and determined as follows:

(A) That the construction and installation of an olympic type swimming pool and a swimming hall of fame in the City of Fort Lauderdale is necessary in order to preserve the public health and safety of the citizens of the City of Fort Lauderdale, and it is essential to the physical and economic welfare of said City that said swimming pool and swimming hall of fame be constructed and acquired as provided in this resolution.

(B) That pursuant to Ordinance No. C-1285, adopted on January 8, 1957, the City of Fort Lauderdale granted to Southern Bell Telephone and Telegraph Company a franchise for the furnishing of telephone and telegraph services in said City for a period of thirty (30) years, beginning January 1, 1957, under the terms of which franchise the City is to receive annually as consideration therefor a sum equal to two per centum (2%) of the company's revenues derived from local telephone service in said City, (hereinafter referred to as "Telephone Franchise Taxes"); that said Telephone Franchise Taxes are not pledged or encumbered in any manner and it is deemed advisable and in the best interests of the City to pledge such Telephone Franchise Taxes as security for the payment of the principal of and interest on the Bonds authorized by this resolution.

(C) That the principal of and interest on the Bonds to be issued pursuant to this resolution, and all of the reserve, sinking fund and other payments provided for in this resolution will be paid solely from the proceeds of said Telephone Franchise Taxes and the net revenues, if any, derived from the operation of said swimming pool and swimming hall of fame, pledged therefor by this resolution, and it will never be necessary or authorized to levy taxes on any real property in said City to pay the principal of and interest on the Bonds to be issued pursuant to this resolution, or to make any of the reserve, sinking fund or other payments provided for in this resolution, and the Bonds issued pursuant to this resolution shall not constitute a lien upon any property whatsoever of or in the City of Fort Lauderdale, except said Telephone Franchise Taxes and said net revenues.

(D) That the revenues to be derived from said Telephone Franchise Taxes will be sufficient to pay all of the principal of and interest on the Bonds authorized herein and all reserve and

other payments provided for in this resolution.

(E) That there is hereby authorized the construction and acquisition of an olympic type swimming pool and a swimming hall of fame to be located on the easterly side of the intracoastal waterway near Bahia Mar (hereinafter called "municipal improvements") together with other purposes necessary appurtenant or incidental thereto, substantially in accordance with the plans and specifications to be prepared and filed in the office of the City Clerk, at an estimated cost of not exceeding \$750,000. Such cost shall be deemed to include the cost of the construction and acquisition of said municipal improvements, including the acquisition of any lands or interest therein or any other properties deemed necessary or convenient therefor; engineering and legal expenses; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; the fees of financial advisors or consultants; administrative expenses relating solely to such construction and acquisition of said municipal improvements; interest on the Bonds to be issued hereunder to and including September 1, 1964; and such other expenses as may be necessary or incidental to the financing authorized by this resolution, and the construction and acquisition of said municipal improvements authorized by this resolution.

1.02. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this resolution shall be deemed to be and constitute a contract between the City of Fort Lauderdale, Florida, and such Bondholders, and the covenants and agreements herein set forth to be performed by said City shall be for the equal benefit, protection and security of the legal holders of any and all of such Bonds and the coupons attached thereto, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds or coupons over any other thereof, except as expressly provided therein or herein.

1.03. DEFINITIONS. The following terms shall have the following meanings in this resolution unless the text otherwise expressly requires:

(A) "City" shall mean the City of Fort Lauderdale, Florida.

(B) "Act" shall mean Chapter 57-1322, Special Acts of the Legislature of Florida, 1957, as amended and supplemented.

(C) "Bonds" shall mean the \$750,000 Special Obligation Revenue Bonds authorized to be issued pursuant to this resolution, and the interest coupons attached to said Bonds.

(D) "Holder of Bonds" or "Bondholder", or any similar term, shall mean any person who shall be the bearer or owner of any outstanding Bond or Bonds registered to bearer or not registered, or the registered owner of any outstanding Bond or Bonds which shall at the time be registered other than to bearer, or of any coupons representing interest accrued or to accrue on said Bonds.

(E) "Telephone Franchise Taxes" shall mean the payments received by the City pursuant to said franchise granted to Southern Bell Telephone & Telegraph Company for the period January 1, 1957, to January 1, 1987, for the furnishing of telephone and telegraph service in said City, or any renewal or extension of said franchise, or any franchise hereafter granted to any other person, firm or corporation for the furnishing of local telephone service in said City.

(F) "Net Revenues" derived from the municipal improvements shall mean the gross revenues derived from the operation of said swimming pool and said swimming hall of fame after the deduction from said gross revenues of the cost of the operation, maintenance and repair of said municipal improvements, payments into an Operation and Maintenance Reserve Account and payments into the reserve account established for said Bonds.

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

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND FORM OF BONDS

2.01. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this resolution, obligations of the City of Fort Lauderdale, Florida, to be known as "Special Obligation Revenue Bonds" are hereby authorized to be issued in the aggregate principal amount of not exceeding Seven Hundred Fifty Thousand Dollars (\$750,000) for the purpose of financing the cost of the construction and acquisition of said municipal improvements authorized in Section 1.01 (E) hereof.

2.02. DESCRIPTION OF BONDS. Said Bonds shall be dated March 1, 1964, shall be numbered from 1 upwards in order of maturity, shall bear interest at a rate or rates not exceeding the legal rate, to be determined upon the sale thereof, payable semi-annually on March 1 and September 1 of each year, and shall mature serially in numerical order, lowest numbers first, on September 1 of each year as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
1966	\$15,000	1977	\$35,000
1967	15,000	1978	40,000
1968	25,000	1979	40,000
1969	25,000	1980	40,000
1970	30,000	1981	45,000
1971	30,000	1982	45,000
1972	30,000	1983	45,000
1973	30,000	1984	50,000
1974	35,000	1985	50,000
1975	35,000	1986	55,000
1976	35,000		

Said Bonds shall be issued in coupon form, shall be payable with respect to both principal and interest in lawful money of the United States of America, at the office of the Director of Finance of the City, in the City of Fort Lauderdale, or at the option of the holder, at the principal office of Chemical Bank New York Trust Company, New York City, New York, and shall bear interest from their date, payable in accordance with and upon surrender of the appurtenant interest coupons as they severally mature.

Said Bonds shall be in such denominations and shall be redeemable prior to their respective stated dates of maturity, at the option of the City, in such years and with such premiums as shall hereafter be determined by resolution of the City Commission prior to the issuance of such Bonds. A notice of prior redemption of any of

said Bonds shall be published at least once at least thirty days prior to the date fixed for redemption in a financial journal published in the City of New York, New York. Interest shall cease to accrue on any Bonds duly called for prior redemption after the redemption date, provided payment thereof has been duly provided for.

2.03. EXECUTION OF BONDS AND COUPONS. Said Bonds shall be executed in the name of the City by the manual or facsimile signatures of its Mayor-Commissioner, City Manager and City Clerk and signed by the manual signature of the Director of Finance and shall have imprinted or impressed thereon the corporate seal of the City or a facsimile thereof. In case any one or more of the officers whose signature or a facsimile thereof shall appear upon the Bonds shall cease to be such officer of the City before the Bonds shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if such person had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bonds shall hold the proper office in the City, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

The coupons to be attached to the Bonds shall be authenticated with the facsimile signatures of the present or any future Director of Finance of said City and the City may adopt and use for the purpose the facsimile signature of any person who shall have held such office at any time on or after the date of the Bonds, notwithstanding that he may have ceased to hold such office at the time when said Bonds shall be actually sold and delivered.

2.04. NEGOTIABILITY AND REGISTRATION. The Bonds, as provided in the Act, shall be, and have all of the qualities and incidents of, negotiable instruments under the law merchant and each successive Holder, in accepting any of said Bonds or the coupons appertaining thereto, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the law merchant, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide purchaser or Holder for value in the manner provided in the Act and hereinafter in the form of said Bonds.

The Bonds may be registered at the option of the Holder as to principal only, or as to both principal and interest, at the office of the Director of Finance of the City, such registration to be noted on the back of said Bonds in the space provided therefor. After such registration as to principal only, or both principal and interest, no transfer of the Bonds shall be valid unless made at said office by the registered owner, or by his duly authorized agent or representative and similarly noted on the Bonds, but the Bonds may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored. At the option of the Holder the Bonds may thereafter again, from time to time, be registered or transferred to bearer as before. Such registration as to principal only shall not affect the negotiability of the coupons which shall continue to pass by delivery.

2.05. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated or be destroyed, stolen or lost, the City may in its discretion issue and deliver a new Bond with all unmatured coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any,

or in lieu of and substitution for the Bond and attached coupons, if any, destroyed, stolen or lost, and upon the holder furnishing the City proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. All Bonds and coupons so surrendered shall be cancelled by the City Clerk and held for the account of the City. If any such Bonds or coupons shall have matured or be about to mature, instead of issuing a substituted Bond or coupon, the City may pay the same, upon being indemnified as aforesaid, and if such Bonds or coupons be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds and coupons issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the City, whether or not the lost, stolen or destroyed Bonds or coupons be at any time found by anyone, and such duplicate Bonds and coupons shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from said Telephone Franchise Taxes and Net Revenues pledged herein with all other Bonds and coupons issued hereunder.

2.06. FORM OF BONDS AND COUPONS. The text of the Bonds, coupons and provisions for registration shall be of substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this resolution or any subsequent resolution adopted prior to the issuance thereof:

No. UNITED STATES OF AMERICA §
 STATE OF FLORIDA
 CITY OF FORT LAUDERDALE
 SPECIAL OBLIGATION REVENUE BOND

KNOW ALL MEN BY THESE PRESENTS that the City of Fort Lauderdale, in Broward County, Florida, for value received hereby promises to pay to the bearer, or if this Bond be registered, to the registered holder as herein provided, on the first day of September, 19 , from the special funds hereinafter mentioned, the principal sum of

THOUSAND DOLLARS (\$)
 with interest thereon at the rate of per centum (%) per annum, payable semi-annually on the 1st day of March and the 1st day of September of each year upon the presentation and surrender of the annexed coupons as they severally fall due. Both principal of and interest on this Bond are payable in lawful money of the United States of America at the office of the Director of Finance of the City of Fort Lauderdale, Fort Lauderdale, Florida, or at the option of the holder at the principal office of Chemical Bank New York Trust Company, New York City, New York.

This Bond is one of a duly authorized issue of Bonds in the aggregate principal amount of \$750,000 of like date, tenor and effect, except as to number and date of maturity (and interest rate) issued to finance the cost of construction of an olympic type swimming pool and a swimming hall of fame in the City of Fort Lauderdale, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including Chapter 57-1322, Special Acts of the Legislature of Florida for the year 1957, as amended and supplemented, and other applicable provisions of law; and a resolution duly adopted by the City Commission of the City of Fort Lauderdale on , 1964, and is subject to all the terms and conditions of said resolution.

This Bond and the coupons appertaining hereto are payable solely from and secured by a lien upon and pledge of payments re-

ceived by said City pursuant to a franchise granted to Southern Bell Telephone and Telegraph Company (hereinafter referred to as "Telephone Franchise Taxes") and the net revenues (as defined in said resolution), if any, derived from the operation of said swimming pool and swimming hall of fame, all in the manner provided in the resolution authorizing this issue of Bonds and does not constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the holder of this Bond and the coupons appertaining hereto that such holder shall never have the right to require or compel the exercise of the ad valorem taxing power of said City, or the taxation of real estate in said City, for the payment of the principal of and interest on this Bond or the making of any sinking fund, reserve or other payments provided for in the resolution authorizing this issue of Bonds. It is further agreed between the City and the holder of this Bond that this Bond and the obligation evidenced thereby shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of or in the City, but shall constitute a lien only on said Telephone Franchise Taxes and said net revenues, if any, derived from said swimming pool and swimming hall of fame, in the manner provided in the resolution authorizing the issuance thereof.

(Insert Redemption Provisions)

provided that a notice of such redemption shall have been published at least once at least thirty days prior to the date of redemption in a financial paper published in New York City, New York.

It is hereby certified and recited that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida and that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the Constitution and Statutes of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional, statutory or charter limitation.

This Bond, and the coupons appertaining thereto, is, and has all the qualities and incidents of, a negotiable instrument under the law merchant and the Negotiable Instruments Law of the State of Florida, pursuant to the Charter of said City, and the original holder and each successive holder of this Bond, or of the coupons appertaining thereto, shall be conclusively deemed by his acceptance thereof to have agreed that this Bond and the coupons appertaining thereto shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Negotiable Instruments Law of the State of Florida.

This Bond may be registered as to principal only, or as to both principal and interest, in accordance with the provisions endorsed hereon.

IN WITNESS WHEREOF the City of Fort Lauderdale, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signatures of its Mayor-Commissioner, City Manager and countersigned by its City Clerk, and signed by the manual signature of its Director of Finance and its corporate seal, or a facsimile thereof, to be affixed hereto or imprinted hereon and has caused the interest coupons hereto attached to be executed with the facsimile signature of said Director of Finance, all as of the first day of March, 1964.

CITY OF FORT LAUDERDALE, FLORIDA

By _____
Mayor-Commissioner

(SEAL)

By _____
City Manager

Countersigned:

City Clerk

By _____
Director of Finance

(FORM OF COUPON)

No.

\$

On the _____ day of _____, 19____, (unless the Bond to which this coupon is attached shall have been duly called for redemption and provision for the payment of the redemption price duly made) the City of Fort Lauderdale, Florida, will pay to the bearer at the office of the Director of Finance of the City of Fort Lauderdale, Fort Lauderdale, Florida, or at the option of the holder at the principal office of Chemical Bank New York Trust Company, New York City, New York, from the special funds described in the Bond to which this coupon is attached, the sum of _____ Dollars (\$ _____), in lawful money of the United States of America, upon presentation and surrender of this coupon, being six months interest then due on its Special Obligation Revenue Bond, dated March 1, 1964, No. _____.

CITY OF FORT LAUDERDALE, FLORIDA

By _____
Director of Finance

(FORM OF VALIDATION CERTIFICATE)

This bond is one of a series of bonds which were validated and confirmed by decree of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Broward County, rendered on the _____ day of _____, 1964.

Mayor-Commissioner

City Manager

Director of Finance

City Clerk

PROVISION FOR REGISTRATION

This Bond may be registered in the name of the holder on the books to be kept by the Director of Finance, as Registrar, or such other Registrar as may hereafter be duly appointed, as to principal only, such registration being noted hereon by such Registrar in the registration blank below after which no transfer shall be valid unless made on said books by the registered holder or attorney duly authorized and similarly noted in the registration blank below, but it may be discharged from registration by being transferred to bearer after which it shall be transferable by delivery but it may be again registered as before. The registration of this Bond as to principal shall not restrain the negotiability of the coupons by delivery merely but the coupons may be surrendered and the interest made payable only to the registered holder, in which event the Registrar shall note in the registration blank below that this Bond is registered as to interest as well as principal and thereafter the interest will be remitted by mail to the registered holder. With the consent of the holder and of the City of Fort Lauderdale, this Bond, when converted into a Bond registered as to both principal and interest, may be reconverted into a coupon Bond and again converted into a Bond registered as to both principal and interest as hereinabove provided. Upon reconversion of this Bond coupons representing the interest to accrue upon the Bond to date of maturity shall be attached hereto by the Registrar and the Registrar shall note in the registration blank below whether the Bond is registered as to principal only or payable to bearer.

Date of Registration	: In Whose Name : Registered	: Manner of : Registration	: Signature : of Registrar
:	:	:	:
:	:	:	:
:	:	:	:
:	:	:	:

ARTICLE III

COVENANTS, SPECIAL FUNDS AND APPLICATION THEREOF

3.01. BONDS NOT TO BE INDEBTEDNESS OF THE CITY. Neither the Bonds nor coupons shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from said Telephone Franchise Taxes and Net Revenues, if any, derived from said municipal improvements, as herein provided. No holder or holders of any Bond issued hereunder, or of any coupon appertaining thereto, shall ever have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form of any real property therein to pay said Bonds or the interest thereon.

3.02. BONDS SECURED BY PLEDGE OF TELEPHONE FRANCHISE TAXES AND NET REVENUES.

(A) The payment of the debt service on all of said Bonds shall be secured equally and ratably by a lien on and pledge of said Telephone Franchise Taxes, as defined herein, and said Telephone Franchise Taxes are hereby pledged to the payment of the principal of and interest on the Bonds authorized herein, and the other payments provided for herein, as the same become due.

The City does hereby further covenant that as long as any of the principal of or interest on any of the Bonds issued pursuant to this resolution are outstanding and unpaid, or payment thereof not duly provided for, it will not repeal said ordinance adopted on January 8, 1957, granting said franchise to said Southern Bell Telephone and Telegraph Company, and will not amend or modify said ordinance or franchise in any manner which will reduce the Telephone Franchise Taxes to be derived therefrom, or which will impair or adversely affect the power and obligation of the City to collect said Telephone Franchise Taxes or the pledge of said Telephone Franchise Taxes made herein or the rights of holders of Bonds issued pursuant to this resolution, and the City shall be unconditionally and irrevocably obligated, as long as any of said Bonds, or interest thereon are outstanding and unpaid, to collect said Telephone Franchise Taxes at the rates now provided in said franchise.

The City does further represent that it has power under applicable statutes to irrevocably pledge said Telephone Franchise Taxes to the payment of the debt service on Bonds issued pursuant to this resolution, and that the pledge of said Telephone Franchise Taxes in the manner provided herein, shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City.

The City does further covenant that it will not agree to or approve the assignment of said franchise as long as the Bonds issued hereunder, and interest thereon, are outstanding and unpaid, unless all of the obligations and provisions in said franchise are assumed by such assignee, and that the lien on and pledge of said Telephone Franchise Taxes made herein shall apply fully to an assignment of said franchise.

The City does further covenant and agree that the lien on and pledge of said Telephone Franchise Taxes shall apply to any such Telephone Franchise Taxes received by the City under any renewal of said franchise to said Southern Bell Telephone and Telegraph Company, or to any new franchise hereafter granted to any other person, firm or corporation, for the furnishing of local telephone services in said City, as long as any of said Bonds, or interest thereon, are outstanding and unpaid.

(B) The payment of the debt service on all of said Bonds shall be further secured equally and ratably by a lien on and pledge of the Net Revenues, as defined herein, if any, derived from said municipal improvements, and such Net Revenues are hereby pledged to the payment of the principal of and interest on the Bonds authorized herein, and the other payments provided for herein, as the same become due.

For the purpose of this resolution the term "Net Revenues" derived from said municipal improvements shall be construed as defined in Section 1.03 (F) of this resolution, [and the determination of the City Commission of said City as to the amount of such Net Revenues derived from said municipal improvements available for deposit in the Bond Service Account and the Bond Reserve Account as hereinafter provided, shall be conclusive.]

3.03. APPLICATION OF BOND PROCEEDS. All moneys received from the sale of any or all of the Bonds issued pursuant to this resolution shall be disbursed as follows:

(A) All accrued interest received upon the delivery of the Bonds shall be deposited in the Bond Service Account hereinafter created.

(B) An amount sufficient to make up the difference between the amount of accrued interest received upon the delivery of the Bonds and the amount of interest which will mature and become due on the Bonds on September 1, 1964, shall be deposited in the Bond Service Account hereinafter created, and used solely to pay the interest on the Bonds maturing and becoming due on September 1, 1964.

(C) The balance of the proceeds of sale of said Bonds shall be deposited by the City in a special fund in a bank or trust company to be known as the Construction Fund, and used only for the payment of the cost of said municipal improvements authorized herein. No expenditures shall be made from said Construction Fund, except for legal, engineering and financial services and expenses in connection with the issuance and sale of said Bonds, without the approval of the engineer in charge of the construction of such municipal improvements, or other official or officials of the City designated by the City Commission to approve expenditures from said Construction Fund.

Any moneys remaining in said Construction Fund after the completion of said municipal improvements shall be deposited in the Bond Reserve Account hereinafter created to the full extent necessary to make the moneys in said Bond Reserve Account equal to the maximum amount required to be on deposit in said Bond Reserve Account and any further moneys in said Construction Fund not needed for said reserve shall be deposited in the Bond Service Account and used for the purpose provided herein for said Bond Service Account.

Moneys in said Construction Fund not immediately needed for the purposes of said fund may be invested in direct obligations of the United States of America maturing not later than twelve months after the date of purchase thereof.

All such proceeds of the sale of all the Bonds shall be and constitute trust funds for such purposes and there is hereby created a lien upon such money, until so applied, in favor of the holders of the Bonds.

3.04. COVENANTS OF THE CITY. So long as any of the principal of or interest on any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Bond Service Account and in the Bond Reserve Account herein established sums sufficient to pay, when due, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, the City covenants with the holders of any and all of the Bonds issued pursuant to this resolution as follows:

(A) TELEPHONE FRANCHISE TAX FUND. That all the proceeds of Telephone Franchise Taxes, as defined herein, as soon as the same are received by the city, shall be forthwith deposited in a special Fund in a bank or trust company in the State of Florida which is eligible under the State Laws to receive deposits of state and municipal funds, which fund is hereby designated as the "Telephone Franchise Tax Fund." Said Telephone Franchise Tax Fund shall constitute a trust fund for the purposes provided in this resolution, and shall be kept separate and distinct from all other funds of the City, and used only for the purposes and in the manner provided for in subsection (B) of this Section 3.04.

(B) DISPOSITION OF TELEPHONE FRANCHISE TAXES. That all moneys at any time remaining on deposit in the Telephone Franchise Tax Fund shall be disposed of only in the following manner and order of priority:

(1) From the moneys in the Telephone Franchise Tax Fund the City shall, on or prior to the 1st day of February, 1965 apportion and set apart out of said Telephone Franchise Tax Fund and deposit into a fund to be known as the "Special Obligation Bond Service Account" (hereinafter referred to as "Bond Service Account") which fund is hereby created and established, such sums as will be sufficient to pay interest which will mature and become due on the Bonds on the next succeeding March 1 and the interest and principal amount of the Bonds which will mature and become due on the next succeeding September 1. Thereafter, on or prior to the 1st day of February in each year, to the extent moneys deposited in said Bond Service Account from the ~~Swimming Improvements Revenue Fund~~, during the preceding twelve months, as hereinafter provided, are insufficient therefor on such date, the City shall apportion and set apart out of said Telephone Franchise Tax Fund and deposit into said Bond Service Account such sums as will be sufficient to pay interest which will mature and become due on the Bonds on the next succeeding March 1 and the interest and principal amount of the Bonds which will mature and become due on the next succeeding September 1. The interest maturing and becoming due on September 1, 1964 on said Bonds shall be paid from moneys deposited in the Bond Service Account from the Construction Fund, as provided in Section 3.03 (B) of this resolution.

(2) Moneys in the Telephone Franchise Tax Fund shall next be used to maintain a fund to be known as the "Special Obligation Bond Reserve Account" (hereinafter called "Bond Reserve Account") which fund is hereby created and established. The City shall, on or prior to the 1st day of February, 1965, apportion and set apart out of the Telephone Franchise Tax Fund and deposit into said Bond Reserve Account an amount equal to twenty per centum (20%) of the largest amount of principal of and interest on the Bonds then outstanding which will mature and become due in any succeeding calendar year. Thereafter, on or prior to the 1st day of February in each year, to the extent moneys deposited in said Bond Reserve Account from the Swimming Improvements Revenue Fund during the preceding twelve months, as hereinafter provided, are insufficient therefor on such date, the City shall apportion and set apart out of said Telephone Franchise Tax Fund and deposit into said Bond Service Account an amount equal to twenty per cent of the largest amount of principal of and interest on the Bonds then outstanding which will mature and become due in any succeeding calendar year. No further payments shall be required to be made into said Bond Reserve Account when there shall have been deposited therein, and as long as there shall remain therein, an amount equal to the largest amount which will be required for the payment of maturing principal of and interest on the Bonds in any succeeding calendar year.

Any withdrawals from the Bond Reserve Account shall be subsequently restored from the first moneys in said Telephone Franchise Tax Fund available after all required current payments into the Bond Service Account and the Bond Reserve Account, including any deficiencies for prior payments, have been made in full.

Moneys in the Bond Reserve Account shall be used only for the purpose of the payment of maturing principal of or interest on the Bonds when the other moneys in the Bond Service Account are insufficient therefor, and for no other purpose.

The City shall not be required to make any further payments into said Bond Service Account or into the Bond Reserve Account when the aggregate amount of funds in both said Bond Service Account and said Bond Reserve Account are at least equal to the aggregate

principal amount of Bonds issued pursuant to this resolution then outstanding, plus the amount of interest then due or thereafter to become due on said Bonds then outstanding.

(3) If on any annual payment date the Telephone Franchise Taxes are insufficient to place the required amount in any of the Funds as hereinbefore provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the Funds on the subsequent payment dates.

(4) Thereafter, the balance of any money remaining in said Telephone Franchise Tax Fund after all other required payments into the Funds provided above have been made, may be used by the City in any manner provided by law.

(5) The Bond Service Account and the Bond Reserve Account shall be deposited and maintained with a bank or trust company situated in the City of Fort Lauderdale, Florida, exercising trust powers which is a member of the Federal Deposit Insurance Corporation. All moneys in said Bond Service Account and in said Bond Reserve Account shall constitute trust funds for the purposes provided therefor in this resolution and the Bondholders shall have a lien on such moneys until so applied.

(C) SWIMMING IMPROVEMENTS REVENUE FUND. That the entire Gross Revenues derived from the operation of said municipal improvements shall be deposited in a special fund in a bank or trust company situated in the City of Fort Lauderdale, exercising trust powers and which is a member of the Federal Deposit Insurance Corporation, which is eligible under the State laws to receive deposits of State and Municipal funds, which fund is hereby designated as the "Swimming Improvements Revenue Fund." Said Swimming Improvements Revenue Fund shall constitute a trust fund for the purposes provided in this resolution and shall be kept separate and distinct from all other funds of the City and used only for the purposes and in the manner provided in this Section 3.04.

(D) DISPOSITION OF REVENUES. That all moneys at any time remaining on deposit in the Swimming Improvements Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) Revenues shall first be used for the payment of the cost of operation, maintenance and repair of the municipal improvements.

(2) Revenues shall next be used for the establishment and maintenance of an account in the Swimming Improvements Revenue Fund to be known as the "Operation and Maintenance Reserve Account" which account is hereby created and the City shall deposit into such account, on the first day of each month in each year, such amount as shall be determined by the City Engineer or such other official or officials of the City in charge of the operation of said municipal improvements. No further payments shall be required to be made into said Operation and Maintenance Reserve Account when there shall have been deposited therein and as long as there shall remain on deposit therein such amount as shall be specified by said City Engineer or other official or officials of the City in charge of the operation of said municipal improvements. The moneys on deposit in said Operation and Maintenance Reserve Account shall be used solely and only for the purpose of making extraordinary repairs to said municipal improvements for which provision has not been made

in the then current budget.

(3) From the moneys remaining on deposit in said Swimming Improvements Revenue Fund, the City shall next, on the first day of each month in each year, after making the payments required in (1) and (2) above, apportion and set apart out of the Swimming Improvements Revenue Fund and deposit to the credit of the Bond Reserve Account hereinbefore created such amount thereof (or the entire balance remaining in said Swimming Improvements Revenue Fund if less than the required amount) as may be required to make the amount then to the credit of the Bond Reserve Account equal to the amount required to be on deposit in said account as of the next ensuing February 1st.

(4) Thereafter, on the first day of each month in each year, the moneys remaining in said Swimming Improvements Revenue Fund shall be transferred to and deposited in the Bond Service Account heretofore created.

It is the express intention of this and the preceding subsection that the City shall be required to use all available moneys remaining in the Swimming Improvements Revenue Fund to make all required payments into the Bond Reserve Account and the Bond Service Account, including any deficiencies for prior payments, to the extent that moneys in said Swimming Improvements Revenue Fund are sufficient therefor, prior to the use of any moneys in the Telephone Franchise Tax Fund for such purposes, and that moneys in the Telephone Franchise Tax Fund shall only be used for such purposes to the full extent that the moneys in the Swimming Improvements Revenue Fund are insufficient therefor.

(E) ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TELEPHONE FRANCHISE TAXES OR IMPROVEMENT REVENUES. That the City will not issue any other obligations, except upon the conditions and in the manner provided herein, payable from the proceeds of the Telephone Franchise Taxes or Swimming Improvements Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to or being on a parity with the lien of the Bonds issued pursuant to this resolution and the interest thereon, upon said Telephone Franchise Taxes, or Swimming Improvements Revenues. Any other obligations issued by the City in addition to the Bonds authorized by this resolution or pari passu additional Bonds provided for in Section 3.04 (G), shall contain an express statement that such obligations are junior and subordinate in all respects to the Bonds issued pursuant to this resolution as to lien on and source and security for payment from the proceeds of said Telephone Franchise Taxes or Swimming Improvements Revenues.

(F) BOOKS AND RECORDS. That the City will keep books and records of the collection of Telephone Franchise Taxes, and Swimming Improvements Revenues which shall be separate and apart from all other books, records and accounts of the City, and any holder of a Bond or Bonds issued pursuant to this resolution shall have the right at all reasonable times to inspect all records, accounts and data of the City relating thereto.

(G) ISSUANCE OF PARI PASSU ADDITIONAL BONDS. That no pari passu additional Bonds, as in this subsection defined, payable pari passu with Bonds issued pursuant to this resolution out of the Telephone Franchise Tax Fund, shall be issued after the issuance of any Bonds pursuant to this resolution, except upon the conditions and in the manner herein provided.

No such pari passu additional Bonds shall be issued unless the purpose for which such pari passu additional bonds are to be issued is a purpose authorized by law and the amount of Telephone Franchise Taxes received by the City in the month of January immediately preceding the issuance thereof shall be not less than one hundred fifty per centum (150%) of the largest amount of principal and interest which will become due in any year thereafter on: (1) the Bonds theretofore issued pursuant to this resolution, including any pari passu Bonds theretofore issued, then outstanding, and (2) the pari passu additional Bonds proposed to be issued.

For the purpose of this subsection 3.04 (G), the phrase "Telephone Franchise Taxes received by the City" shall mean the proceeds of such Telephone Franchise Taxes actually collected by the City and which the City may have pledged pursuant to this resolution or may legally pledge at the time of the issuance of such proposed additional Bonds as a valid first lien thereon to the payment of debt service and reserves on Bonds theretofore issued pursuant to this resolution and the additional Bonds proposed to be issued.

For the purpose of this subsection 3.04 (G) the phrase "Bonds theretofore issued pursuant to this resolution" shall be deemed to include the \$750,000 Special Obligation Revenue Bonds originally authorized to be issued pursuant to this resolution, and also any additional pari passu Bonds theretofore issued under the conditions and in the manner provided in this subsection 3.04 (G).

The term "pari passu additional Bonds" as used in this subsection shall be deemed to mean additional obligations evidenced by Bonds issued under the provisions and within the limitations of this subsection payable from said Telephone Franchise Taxes, pari passu with Bonds originally authorized and issued pursuant to this resolution. Such Bonds shall be deemed to have been issued pursuant to this resolution the same as the Bonds originally authorized and issued pursuant to this resolution, and all of the covenants and other provisions of this resolution (except as to details of such Bonds evidencing pari passu additional obligations inconsistent therewith), shall be for the equal benefit, protection and security of the holders of any Bonds originally authorized and issued pursuant to this resolution and holders of any Bonds evidencing additional obligations subsequently issued within the limitations of and in compliance with this subsection. All of such Bonds, regardless of the time or times of their issuance shall rank equally with respect to their lien on said Telephone Franchise Taxes provided for herein, and their source and security for payment from said Telephone Franchise Taxes, without preference of any Bonds, or coupons, over any other.

The term "pari passu additional Bonds" as used in this subsection shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on said Telephone Franchise Taxes provided for herein is subject to the prior and superior lien on such Telephone Franchise Taxes of Bonds issued pursuant to this resolution and the City shall not issue any obligations whatsoever payable from such Telephone Franchise Taxes which rank equally as to lien on and source and security for payment from such Telephone Franchise Taxes with Bonds issued pursuant to this resolution except in the manner and under the conditions provided in this subsection.

All additional pari passu Bonds issued pursuant to this subsection 3.04 (G) shall be dated March 1 or September 1, shall mature on September 1 of each year of maturity, and the semi-annual

interest on any of said additional pari passu Bonds shall be payable on March 1 and September 1 of each year.

No additional pari passu Bonds, as in this subsection defined, shall be issued at any time, however, unless all of the payments into the respective funds provided for in this resolution on Bonds then outstanding, and all other reserve or sinking funds, or other payments provided for in this resolution shall have been made in full to the date of issuance of said pari passu additional Bonds and the City shall have fully complied with all the covenants, agreements and terms of this resolution.

(H) REMEDIES. Any holder of Bonds or of any coupons appertaining thereto, issued under the provisions of this resolution, or any trustee acting for such Bondholders in the manner hereinafter provided, may either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this resolution, and may enforce and compel the performance of all duties required by this resolution or by any applicable statutes to be performed by the City or by any officer thereof, including the collecting and disbursing of the Telephone Franchise Taxes and revenues of said municipal improvements.

The holder or holders of Bonds in an aggregate principal amount of not less than twenty-five per centum (25%) of Bonds issued under this resolution then outstanding may by a duly executed certificate in writing appoint a trustee for holders of Bonds issued pursuant to this resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders. Such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the City Clerk.

(I) ENFORCEMENT OF COLLECTIONS. That the City will diligently enforce and collect or cause to be enforced and collected all Telephone Franchise Taxes lawfully levied, and take all steps, actions and proceedings for the enforcement and collection of such Telephone Franchise Taxes lawfully levied which shall become delinquent to the full extent permitted or authorized by the Act and by the laws of the State of Florida.

(J) AVAILABILITY OF TELEPHONE FRANCHISE TAXES. That the City has not heretofore pledged or encumbered in any manner said Telephone Franchise Taxes, except as hereinbefore set forth, and that any pledge or encumbrance hereafter made of said Telephone Franchise Taxes or any part thereof, will be made expressly subordinate and inferior in all respects to the pledge of said Telephone Franchise Taxes to the payment of the Bonds, including any pari passu additional Bonds, hereafter issued, as herein provided.

(K) INVESTMENT OF FUNDS. The moneys in the Telephone Franchise Fund and the Swimming Improvements Revenue Fund shall not be invested at any time. The moneys in the Bond Service Account and in the Operation and Maintenance Reserve Account may be invested and reinvested only in direct obligations of the United States of America or in bank time deposits evidenced by certificates of deposit which are secured by collateral of direct obligations of the United States of America maturing not later than fifteen days prior to the times such funds shall be needed for the purposes of such Funds. The moneys in the Bond Reserve Account may be continuously invested and reinvested only in direct obligations of the United States of America or in bank time deposits evidenced by certificates of deposit which are

secured by collateral of direct obligations of the United States of America maturing not later than ten years from the date of purchase thereof. All income received from the investment of moneys in the Bond Service Account or the Operation and Maintenance Reserve Account or the Bond Reserve Account shall be deposited in the Bond Service Account and used for the purposes and in the manner provided therein.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01. MODIFICATION OR AMENDMENT. No material modification or amendment of this resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the holders of two-thirds or more in principal amount of all of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of any of such Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation or affecting the unconditional promise of the City to levy and collect said Telephone Franchise Taxes as herein provided, or to pay the principal of and interest on all the Bonds, as the same shall become due, from said Telephone Franchise Taxes and revenues of the swimming improvements, as the case may be, or reduce such percentage of holders of such Bonds required above for such modifications or amendments, without the consent of the holders of such Bonds.

4.02. 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 in no way affect the validity of all the other provisions of this resolution or of the Bonds or coupons issued hereunder.

4.03. REFUNDING OF BONDS. If the City shall at any time hereafter issue Bonds, by sale or exchange, to fund or refund any of the Bonds issued pursuant to this resolution, the resolution or other proceedings authorizing the issuance of such funding or refunding Bonds may provide that the Holders of such funding or refunding Bonds shall have the same lien and all the rights and remedies of the Bonds so funded or refunded; provided, however, that such funding or refunding Bonds shall be in like principal amount and shall bear the same dates of maturity as the Bonds funded or refunded by the issuance thereof.

4.04. ISSUANCE AND SALE OF BONDS. The \$750,000 Bonds initially authorized to be issued by this resolution shall be issued and sold in such manner and at such price or prices consistent with the provisions of this resolution as the City Commission shall hereafter determine by resolution.

4.05. VALIDATION. That the City Attorney, or one of the Assistant City Attorneys, be and he is hereby authorized and directed to institute appropriate proceedings in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Broward County, Florida, for the validation of said Bonds, and the proper officers of the City are hereby authorized to verify on behalf of the City any pleadings in such proceedings.

Upon the validation of the Bonds pursuant to such proceedings, there shall be printed upon each such Bond prior to the delivery thereof, and over the facsimile signatures of the Mayor-Commissioner, City Manager, Director of Finance and City Clerk, a Validation Certificate in the form hereinabove set forth.

4.06. TIME OF TAKING EFFECT. That, as provided in the Act, this resolution shall take effect immediately upon its passage.

ADOPTED THIS the 9th day of June, 1964.

/s/ M. R. Young
Mayor-Commissioner

ATTEST:

/s/ Marie L. Crow
City Clerk