

BOND PURCHASE CONTRACT

with respect to

[\$60,000,000]

CITY OF MARGATE, FLORIDA

Water and Wastewater Improvement Revenue Bonds, Series 2025

[November __, 2025]

Ladies and Gentlemen:

Hilltop Securities Inc. (the “Representative”), acting on behalf of itself and as the representative of Loop Capital Markets, LLC and Ramirez & Company, Inc. (together with the Representative, collectively, the “Underwriters”) offers to enter into this Bond Purchase Contract (this “Purchase Contract”) with the City of Margate, Florida (the “City”), which, upon the City's acceptance hereof, will be binding upon the City and upon the Underwriters. This offer is made subject to the City's acceptance by execution of this Purchase Contract and its delivery to the Representative on or before 5:00 P.M., New York City time, on the date hereof. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Bond Legislation (defined herein) and the Official Statement (defined herein).

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Underwriters hereby agree to purchase from the City, for offering to the public, and the City hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of the City's Water and Wastewater Improvement Revenue Bonds, Series 2025 (the “Series 2025 Bonds”). If any of the Series 2025 Bonds are purchased pursuant to this Purchase Contract, the Underwriters are obligated to purchase all the Series 2025 Bonds. The purchase price of the Series 2025 Bonds shall be \$_____ (calculated as [\$60,000,000.00] par amount of the Series 2025 Bonds, plus [less] net original issue premium [discount] of \$_____ and less Underwriters' discount of \$_____) (the “Purchase Price”) shall be payable to the City on the Closing Date (as such term is hereinafter defined), by wire transfer of federal funds as provided in Paragraph 6 below.

In connection with the execution of this Purchase Contract, the Representative has delivered to the Issuer herewith as a good faith deposit (the “Good Faith Deposit”) in a check in the amount of \$[_____] (equal to one-percent (1%) of the preliminary principal amount of the Bonds shown on the Preliminary Official Statement (as herein defined)). In the event the Issuer accepts this offer, the Good Faith Deposit shall be retained by the Issuer until the time of Closing (as defined in Section 6 hereof), at which time the Good Faith Deposit shall be credited against the purchase price for the Bonds described in Section 1 hereof. In the event that the Issuer does not accept this Purchase Contract, the Good Faith Deposit shall be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Purchase Contract (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Purchase Contract, such Good Faith Deposit shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, such Good Faith Deposit shall be retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Section 8(b) hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such

amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

2. The Series 2025 Bonds shall be as described in and shall be issued and secured under the provisions of Ordinance No. 2025-1 adopted by the City on February 19, 2025 (the “Ordinance”), and Resolution No. 2025-__ adopted by the City on November 5, 2025 (collectively, the “Bond Legislation”).

The Series 2025 Bonds and the interest thereon are limited, special obligations of the City payable from and secured by a pledge of a lien on Net Revenues (as defined in the Bond Legislation) of the City’s Water and Wastewater System (the “System”). Net Revenues of the System consist of the Gross Revenues remaining after deduction of Operating Expenses and excluding Non-Pledged Revenues (each, as defined in the Bond Legislation). The Bond Legislation allows surplus water and sewer revenues of the City to be used for any lawful purpose of the City.

The Series 2025 Bonds are being issued by the City to [(i) make the following repairs, improvements and upgrades to the System’s West Wastewater Treatment Plant (WWTP): replacement of outdated Rotating Biological Contactors (RBCs) installed in 1984, including replacing these RBCs with modern treatment technologies like fine bubble-activated sludge; rehabilitating the plant's headworks; and expanding the plant’s capacity with additional clarifiers to ensure compliance and sustainability, (ii) to replace small diameter pipes of the water system, including asbestos concrete (AC) pipe, cast iron (CI) pipe, and 2” diameter pipe, and to provide any other repairs, improvements, replacements and upgrades to the System as authorized by the City Manager and (iii) pay costs and expenses incurred in connection with the issuance and sale of the Series 2025 Bonds, including the cost of a Bond Insurance Policy, if any].

The Series 2025 Bonds are more fully described in the Preliminary Official Statement, dated [November __, 2025], relating to the Series 2025 Bonds (the “Preliminary Official Statement”). Such Preliminary Official Statement, as amended to delete preliminary language and reflect the final terms of the Series 2025 Bonds, and with only such changes as shall be approved by the City and the Representative, is herein referred to as the “Official Statement.” The Series 2025 Bonds shall mature, bear interest and be subject to redemption as set forth in Exhibit A attached hereto, and have all such other terms and provisions, as set forth in the Bond Legislation and as described in the Official Statement.

3. (a) Prior to the date hereof, the City has provided to the Representative for its review the Preliminary Official Statement that the City “deemed final” as contemplated in Rule 15c2-12 of the Securities Exchange Act of 1934 (the “Rule”) as of its date. The Representative has reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The City hereby confirms that the Preliminary Official Statement was deemed “final” (as defined in the Rule) as of its date.

(b) The City shall deliver, or cause to be delivered, at its expense, to the Representative, within seven (7) business days after the date hereof, and in no event later than required to enable the Representative to comply with its responsibilities under applicable rules of the Municipal Securities Rulemaking Board (“MSRB”): (i) sufficient copies of the Official Statement to enable the Representative to fulfill their obligations pursuant to the securities laws of the State of Florida and the United States, in form and substance satisfactory to the Representative, and (ii) an executed original counterpart or certified copy of the Official Statement at Closing. In determining whether the number of copies to be delivered by the City are reasonably necessary, at a minimum, the number shall be sufficient to enable the Representative to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under Florida and federal securities laws generally.

The Representative agrees to file the Official Statement with the Electronic Municipal Market Access system (“EMMA”) (accompanied by a completed Form G32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

The City authorizes, or ratifies as the case may be, the use and distribution of the Official Statement in connection with the public offering and sale of the Series 2025 Bonds. The Representative agrees that it will not confirm the sale of any Series 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. The Representative shall notify the City of the occurrence of the “end of the underwriting period,” as such term is defined in the Rule, and of the passage of the date after which the Representative no longer remains obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule. In the event the Representative fails to notify the City of the occurrence of the “end of the underwriting period” as required pursuant to the preceding sentence, then the Closing Date shall be deemed the “end of the underwriting period” for purposes of this Purchase Contract.

(c) From the date hereof until the earlier of (i) ninety days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the City or the reasonable opinion of the Representative, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the City, at its expense, promptly will prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Representative (and file, or cause to be filed, the same with the MSRB, so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. If subsequent to Closing the City determines that any event, condition or circumstance requires the publication of a supplement or amendment to the Official Statement, then the approval of the Representative shall not be required, although the City agrees to seek the approval of the Representative to such supplement or amendment, and the Representative shall use its reasonable best efforts to distribute the supplement or amendment with the Official Statement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement.

(d) (i) The Underwriters agree to make a bona fide public offering of substantially all of the Series 2025 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in the Official Statement; provided, however, that the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters shall deem necessary in connection with the marketing of the Series 2025 Bonds.

(ii) The Representative agrees to assist the City in establishing the issue price of the Series 2025 Bonds and shall, on behalf of itself and the other Underwriters, execute and deliver to the City at Closing an “issue price” or similar certificate substantially in the form attached hereto as Exhibit C, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the City and Weiss, Serota, Helfman, Cole & Bierman, P.L., as bond counsel (the “Bond Counsel”), to

accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds.

(iii) Except for the maturities set forth in Schedule A attached to the certificate (if any), the City will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(iv) The Underwriters have offered the Series 2025 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the Official Statement. Schedule A sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the City and the Underwriters agree that (a) the Underwriters will retain the unsold Series 2025 Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such Series 2025 Bonds to any other underwriter and (b) the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”).

So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriters will neither offer nor sell unsold Series 2025 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (a) the close of the fifth (5th) business day after the sale date; or
- (b) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the City or the City’s financial advisor when it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Representative confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Series 2025 Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Series 2025 Bonds of that maturity or all Series 2025 Bonds of that maturity have been sold to the public and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative. The City acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (a) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (b) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the Representative shall not be liable for the failure of any dealer who is a member of a selling group, or of any

broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2025 Bonds.

(v) The Representative acknowledges that sales of any Series 2025 Bonds to any person that is a related party to the underwriter shall not constitute sales to the public for purposes of this subsection. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party;

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public);

(3) a purchaser of any of the Series 2025 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Purchase Contract by all parties.

(e) The City hereby authorizes the Underwriters to use the forms or copies of the Bond Legislation and the Official Statement in connection with the public offering and sale of the Series 2025 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Official Statement in connection with such public offering and sale.

4. Delivered to the City herewith by the Representative is a disclosure statement of the Representative pursuant to Section 218.385, Florida Statutes, attached hereto as Exhibit B. The City, by its acceptance hereof, accepts such disclosure.

5. The City hereby represents and warrants to the Underwriters as follows:

(a) The City is and will be at the time of Closing, a duly organized and validly existing municipal corporation within the State of Florida (the “State”) with the powers and authority set forth in Chapter 166 Parts I and II, and Chapter 159, Part I, Florida Statutes, and other applicable laws, the Charter of the City and the Bond Legislation (herein collectively referred to as the “Act”);

(b) The City has and will have at the time of Closing, full legal right, power and authority to: (i) issue the Series 2025 Bonds for the purpose of (A) providing repairs and improvements to the System, (B) making a deposit to the Debt Service Reserve Account or any sub-account created for the 2025 Bonds, [including the deposit of a Reserve Account Insurance Policy or Reserve Account Letter of Credit, if any,] to satisfy the debt service reserve requirements under the Ordinance, as may be determined

in the Supplemental Resolution for the 2025 Bonds, and (C) paying costs and expenses incurred in connection with the issuance and sale of the 2025 Bonds[, including the cost of a Reserve Account Insurance Policy or Reserve Account Letter of Credit]; (ii) enter into this Purchase Contract, (iii) adopt the Bond Legislation, (iv) sell, issue and deliver the Series 2025 Bonds to the Underwriters as provided herein, and (v) enter into such other certificates, documents and agreements as are necessary to carry out and consummate the transactions contemplated by this Purchase Contract, the Bond Legislation, and the Official Statement, and the City has complied, and at the Closing will be in compliance, in all respects with the terms of the Act and with the obligations on its part in connection with the issuance of the Series 2025 Bonds and the obligations on its part contained in the Bond Legislation and this Purchase Contract. The City has and will have at the time of the Closing, full legal right, power and authority to pledge and grant a lien upon the Net Revenues of the System for the payment of the principal of and interest on the Series 2025 Bonds;

(c) Concurrently with or prior to the acceptance hereof, and by all necessary official action, the City has duly adopted the Bond Legislation, has duly adopted all ordinances, resolutions and taken all other appropriate action to receive the Net Revenues of the System, has duly authorized the Official Statement, and approved the execution, delivery and distribution of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the City of, the obligations on its part in connection with the issuance of the Series 2025 Bonds, the Bond Legislation, and this Purchase Contract, the [Bond Registrar and Paying Agent Agreement (the “Paying Agent Agreement”) by and between the City and U.S. Bank Trust Company, National Association (the “Bank”), in its capacity as Paying Agent and Registrar] (collectively, the “City Documents”) and the consummation by it of all other transactions contemplated to be performed by the City under this Purchase Contract and by the Official Statement in connection with the issuance of the Series 2025 Bonds;

(d) Upon execution and delivery, this Purchase Contract will constitute a valid and binding obligation of the City enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;

(e) the Bond Legislation constitutes the legal, valid and binding obligations of the City, enforceable in accordance with their terms, subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter adopted;

(f) As of the date hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, (i) the City is not and will not be in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree, or any loan agreement, indenture, trust agreement, bond, note or material resolution, agreement, ordinance, certificate, or other material instrument to which the City is a party or to which the City or any of its property or assets are otherwise subject, including the Bond Legislation, and no event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and (ii) the execution and delivery of the Series 2025 Bonds, this Purchase Contract, the Paying Agent Agreement and the adoption of the Bond Legislation, and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement, ordinance, certificate, or other instrument to which the City is a party or to which the City or any of its property or assets are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon the Net

Revenues of the System or under the terms of any such law, regulation or instrument, except as provided by the Series 2025 Bonds and the Bond Legislation, and as set forth in the Official Statement;

(g) On the Closing Date, the City shall have received all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission which are required for the due authorization by or which would constitute a condition precedent to (or the absence of which would materially adversely affect) the due performance by the City of its obligations in connection with the issuance of the Series 2025 Bonds under this Purchase Contract and the Bond Legislation, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2025 Bonds;

(h) The descriptions of the Series 2025 Bonds and the Bond Legislation contained in the Official Statement conform in all material respects to the Series 2025 Bonds and the Bond Legislation, and the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(i) The Series 2025 Bonds, when issued, executed and delivered in accordance with the Bond Legislation and sold to the Underwriters as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Bond Legislation; and, upon such issuance, execution and delivery of the Series 2025 Bonds, will provide, for the benefit of the holders from time to time of the Series 2025 Bonds, a legally valid and binding pledge of and lien on the Net Revenues of the System pledged to the payment thereof, subject only to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter adopted;

(j) Except as disclosed in the Official Statement as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the City, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025 Bonds or the collection of the Net Revenues of the System to pay the principal of and interest on the Series 2025 Bonds, or the pledge of and lien on such Net Revenues of the System, or contesting or affecting as to the City the validity or enforceability of the Bond Legislation or the Act in any respect relating to the authorization for the issuance of the Series 2025 Bonds, the adoption of the Bond Legislation or the approval and execution of this Bond Agreement, the Paying Agent Agreement, or such other certificates, documents and agreements as are necessary to issue and deliver the Series 2025 Bonds, or contesting the tax-exempt status of interest on the Series 2025 Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or its authority for the issuance of the Series 2025 Bonds, the adoption of the Bond Legislation, or the execution and delivery by the City of this Purchase Contract;

(k) As of its date, the Preliminary Official Statement was deemed “final” by the City for purposes of SEC Rule 15c2-12(b)(1);

(l) At the time of the City's acceptance hereof and (unless an event occurs of the nature described in subparagraph (n) of this Paragraph 5) at all times subsequent thereto up to and including the date of the Closing, other than as disclosed in the Official Statement, (i) the City will not (A) have incurred any long-term debt obligations secured by the Net Revenues of the System, or (B) have suffered any material adverse change in its financial position, and (ii) the Official Statement (excluding any information related to DTC and its book-entry system and the section entitled UNDERWRITING) does not and will

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

(m) If the Official Statement is supplemented or amended pursuant to subparagraph (n) of this Paragraph 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the date of the Closing, the Official Statement as so supplemented or amended (excluding any information related to DTC and its book-entry system and the section entitled UNDERWRITING) will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(n) If between the date of this Purchase Contract and the Closing Date the City is notified or becomes aware of the occurrence of any event which might or would cause the Official Statement, as then printed, supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Representative thereof, and, if in the opinion of the Representative such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its own expense supplement or amend the Official Statement in a form and in a manner approved by the Representative and provide the Underwriters with sufficient copies of such supplement or amendment as to enable the Underwriters to comply with the provisions of SEC Rule 15c2-12;

(o) To the best knowledge of the undersigned, all proceedings of the City Commission relating to (i) the adoption of the Bond Legislation, (ii) the approval and authorization of the issuance and sale of the Series 2025 Bonds, and (iii) the execution of the Series 2025 Bonds, this Purchase Contract and the Official Statement, were conducted at duly convened public meetings of the City Commission with respect to which all notices were duly given to the public and at which meetings quorums were at all pertinent times present and acting;

(p) When delivered to and paid for by the Representative at the Closing in accordance with the provisions of this Purchase Contract, the Series 2025 Bonds will have been duly executed, authenticated and delivered pursuant to the Bond Legislation and will be entitled to the benefit and security of the Bond Legislation;

(q) The City will apply the proceeds of the Series 2025 Bonds in accordance with the Bond Legislation and as described in the Official Statement;

(r) Except as disclosed in the Official Statement, between the date of this Purchase Contract and the Closing, the City will not, without notifying the Representative in writing, issue any bonds, notes or other obligations for borrowed money. The financial statements and other historical financial and statistical information contained in the Official Statement fairly present the financial condition and operating results of the City as of the dates and for the periods set forth in such financial statements and statistical information in accordance with generally accepted accounting principles, applied consistently and there has been no material adverse change in the financial condition of the City since the date of those statements, except as disclosed in the Official Statement;

(s) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon;

(t) Except as disclosed in the Official Statement, the City has not been in default at any time as to principal or interest with respect to any obligations issued or guaranteed by the City;

(u) Except as disclosed in the Official Statement, in the past five years, the City has not failed to comply with any prior undertakings to provide continuing disclosure pursuant to the Rule; and

6. At or before 1:00 p.m., New York City time, on [December __, 2025], or at such other time or on such earlier or later business day as shall have been agreed upon by the City and the Representative (the “Closing” or the “Closing Date”), the City shall deliver, or cause to be delivered, subject to the terms and conditions hereof: (i) the Series 2025 Bonds, bearing proper CUSIP numbers, to the Representative, in definitive form, duly executed and authenticated by the registrar, via the FAST system as described below, and (ii) the closing documents hereinafter mentioned. The Representative will accept such delivery and pay the Purchase Price as set forth in Paragraph 1 hereof by wire transfer of federal funds to the order of the City. The Series 2025 Bonds shall bear proper CUSIP numbers and shall be in typewritten form, with a single bond for each maturity and interest rate of the Series 2025 Bonds, each such bond to be in a principal amount equal to the principal amount thereof maturing on each such date. The Series 2025 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, will be made available for inspection and checking by the Representative not later than 3:00 P.M., New York City time, on the business day prior to the Closing Date and will be delivered through the DTC FAST system.

The Representative's obligations hereunder to purchase and pay for the Series 2025 Bonds shall be subject to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the City contained herein shall be true, complete and correct in all material respects as of the date hereof and at the time of the Closing, as if made at the time of the Closing, the statements made in all certificates and other documents delivered to the Representative at the Closing shall be true, complete and correct as of the date of Closing and the City shall be in compliance with each of the agreements made by it in this Purchase Contract as of the date of Closing.

(b) At the time of the Closing (i) the Bond Legislation shall be in full force and effect and shall not have been amended, modified or supplemented after the date of this Purchase Contract except with the prior approval of the Representative; (ii) the City Documents shall have been duly executed and delivered by the City and the other parties thereto and shall not have been amended, modified or supplemented after the date of this Purchase Contract (other than to conform to the description contained in the Official Statement) except with the prior approval of the Representative; and (iii) the City shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the other City Documents to be performed at or before the Closing.

(c) The City shall not be in default in the payment of principal or interest on any of its bonds, notes, or other debt obligations or otherwise be in default under the Bond Legislation.

(d) The Representative, on its own behalf and on behalf of the other Underwriters, shall have the right to terminate its obligations under this Purchase Contract by notification to the City if at any time after the date hereof and before the Closing:

(i) the marketability of the Series 2025 Bonds or the market price thereof, in the reasonable opinion of the Representative, has been adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of Florida, by any ruling or regulation (final, temporary or proposed) or official statement issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or any other governmental agency of the United States, or any governmental agency of the State of Florida, or by a decision with respect to legislation reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or by legislation enacted by, or favorably proposed

(whether by press release or otherwise) or reported to either the House of Representatives or the Senate of the Congress of the United States or either house of the Legislature of the State of Florida, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of Florida by the Governor of the State of Florida in an executive communication, affecting directly or indirectly, prospectively or retroactively, the tax status of the City, its property or income, its bonds or obligations of a general character (including the Series 2025 Bonds) or the tax-exemption or the exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes; or

(ii) there shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any new or escalated national or international calamity or crisis, the effect of such outbreak, escalation, declaration, calamity or crisis being such as would cause a major disruption in the municipal bonds market and would materially adversely affect the market price or marketability of the Series 2025 Bonds or the ability of the Representative to enforce contracts for the sale of the Series 2025 Bonds; or

(iii) there shall have occurred a general suspension or cessation of trading on the New York Stock Exchange or in the market for obligations of Florida issuers or in identifiable segments of the market for bonds of the type proposed to be issued by the City; or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchanges, or the establishment of any new restrictions in transactions involving securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, the Underwriters, whether established by the New York Stock Exchange or other national securities exchange, the Securities and Exchange City, any other federal or state agency or the United States Congress or Executive Order; or

(iv) a general banking moratorium shall have been declared by Federal, New York or Florida authorities having jurisdiction and be in force; or

(v) prior to Closing, any of the rating agencies which have rated the Series 2025 Bonds shall inform the City or the Representative that the Series 2025 Bonds will be rated lower than the respective rating published in the Preliminary Official Statement or there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any of the City's obligations; or

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange City, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2025 Bonds or the issuance, offering or sale of the Series 2025 Bonds, including any underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(vii) the President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or City of the United States or the State of Florida shall take or propose to take any action or implement or propose regulations, rules or legislation which would materially adversely affect

the market price or marketability of the Series 2025 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2025 Bonds; or

(viii) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the City proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the City, in either case the effect of which, in the reasonable judgment of the Representative, is such as would materially adversely affect the market price or marketability of the Series 2025 Bonds or the ability of the Underwriters to enforce contracts for the sale of the Series 2025 Bonds; or

(ix) any event shall have occurred or fact shall exist which makes untrue or incorrect, as of its date, in any material respect, any material statement or information contained in the Official Statement or which is not reflected in the Official Statement, as the Official Statement may have been revised from time to time pursuant to Paragraph 3(c) hereof, but should be reflected therein in order to make such material statements and information contained therein not misleading as of such time, unless the City timely and appropriately supplements or amends the Official Statement pursuant to Paragraph 3(c) above.

(e) At or before the Closing, the Representative shall receive the following documents:

(1) this Purchase Contract;

(2) sufficient copies of the Official Statement and each supplement, amendment or modification, if any, thereto, executed on behalf of the City by the Mayor and City Manager;

(3) the Bond Legislation certified by the Clerk of the City under seal as having been duly adopted by the City and as being in effect, with only such supplements, modifications or amendments as may have been agreed to by the Representative;

(4) a final approving opinion relating to the Series 2025 Bonds, dated as of the Closing Date and addressed to the City, of Bond Counsel, in substantially the form included in the Official Statement as Appendix E, together with a letter of such Bond Counsel, dated the date of the Closing and addressed to the Representative, to the effect that the foregoing opinion addressed to the City may be relied upon by the Representative to the same extent as if such opinion was addressed to it;

(5) an opinion, dated as of the Closing Date and addressed to the City and the Representative of Bond Counsel, to the effect that (i) under existing law and assuming no adverse change in applicable law, the Series 2025 Bonds will not be subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Bond Legislation is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and (ii) that Bond Counsel has reviewed the information set forth in the Official Statement under the sections captioned "DESCRIPTION OF THE 2025 BONDS" and "SECURITY FOR THE 2025 BONDS," and insofar as such statements purport to summarize certain provisions of the Bond Legislation and the Series 2025 Bonds, such statements are accurate summaries of the provisions purported to be summarized therein; and (iii) that the information set forth in the Official Statement under the caption "TAX MATTERS" is believed to be accurate;

(6) Moody's Investors Service, Inc. has assigned a rating of "____" (____ outlook), and that such rating is in effect on the Date of Closing.

(7) an opinion of Weiss, Serota, Helfman, Cole & Bierman, P.L., City Attorney, dated as of the Closing Date, and addressed to the City, the Representative and Bond Counsel, to the effect that (i) the City is a municipal corporation under the constitution and laws of the State of Florida, duly organized and validly existing, and has full legal right, power and authority to adopt and perform its obligations under the Bond Legislation, and to authorize, execute, deliver and perform its obligations under this Purchase Contract; (ii) the City has duly enacted the ordinances or resolutions necessary for the issuance, sale and delivery of the Series 2025 Bonds and the execution and delivery of this Purchase Contract, and each such ordinance or resolution remains in full force and effect; (iv) assuming the due authorization, execution and delivery of this Purchase Contract by the other parties hereto, the Purchase Contract constitutes a legal, binding and valid obligation of the City, enforceable in accordance with its terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability thereof, to the general principles of equity; (v) with respect to the information in the Official Statement, as defined in this Purchase Contract, and based upon her review of the Preliminary Official Statement and the Official Statement as City Attorney, and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement (except with respect to the information set forth under the caption "LITIGATION"), as of the date of the Closing nothing has come to her attention which would lead her to believe that the Official Statement (except for the financial and statistical data contained therein and the information related to DTC and its book-entry system, as to which no opinion is expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (vi) the Official Statement and the Series 2025 Bonds have been duly authorized, executed and delivered by the City and the City has consented to the use of the Official Statement by the Underwriters; (vii) to the best of her knowledge, without having undertaken any investigation thereof, the authorization, execution and delivery of this Purchase Contract, and the Series 2025 Bonds, or compliance with the provisions hereof and thereof, will not conflict with, or constitute a material breach of or default under any law, administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the City is subject; nor will such enactment, adoption, authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon the property or assets of the City under any law, administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the City is subject, except as expressly provided by the Bond Legislation; (viii) all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City of its obligations hereunder and under the Bond Legislation have been obtained and are in full force and effect; (ix) the City is lawfully empowered to pledge and grant a lien on the Net Revenues of the System, as described in the Bond Legislation, which are pledged to the payment of the Series 2025 Bonds; (x) to the best of its knowledge, without having undertaken any investigation thereof, and except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened, against the City affecting or seeking to prohibit, restrain or enjoin the sale, issuance or

delivery of the Series 2025 Bonds, or the collection of the Net Revenues of the System, as described in the Bond Legislation, or the pledge of and lien on the Net Revenues of the System as described in the Bond Legislation; or contesting or affecting the legal existence of the City, the validity or enforceability of the Act, as defined in this Purchase Contract, in any respect relating to authorization for the issuance of the Series 2025 Bonds, the Bond Legislation, or this Purchase Contract; or contesting the tax-exempt status of interest on the Series 2025 Bonds; or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto; or contesting the powers of the City or any authority for the issuance of the Series 2025 Bonds, the adoption of the Bond Legislation, or the execution and delivery by the City of this Purchase Contract;

(8) a certificate, dated as of the Closing Date, signed by the Mayor and City Manager of the City to the effect that: (i) the representations of the City herein are true and correct in all material respects as of the Closing Date; (ii) the City has performed all obligations to be performed hereunder as of the Closing Date; (iii) since September 30, 2024, no material adverse change has occurred in the financial position or results of operations of the City except as set forth in or contemplated by the Official Statement; (iv) the City has not, since September 30, 2024, incurred any material liabilities other than in the ordinary course of business or as disclosed in the Official Statement; (v) the Official Statement did not as of its date, and does not as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Official Statement (excluding the information contained therein relating to DTC or its book-entry only system) is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; (vi) except for litigation or claims disclosed or referred to in Official Statement, there is no litigation of any nature now pending or, to the best of the City's knowledge, threatened, to restrain or enjoin the sale, execution, issuance or delivery of the Series 2025 Bonds or in any way contesting the validity of the Series 2025 Bonds or any proceedings of the City taken with respect to the authorization, sale or issuance of the Series 2025 Bonds or the pledge or application of any moneys provided for the payment of or security for the Series 2025 Bonds or any litigation which, if successful, would materially or adversely affect the operations or financial condition of the Project; (vii) the financial statements and the other financial and statistical data relating to the City included in the Official Statement are true and correct as of the date of such information included in the Official Statement (excluding the information contained therein relating to DTC or its book-entry only system); and (viii) no obligations issued or guaranteed by the City are in default as to payment of principal or interest or have been in default as to payment of principal or interest at any time after December 31, 1975;

(9) a certificate (herein sometimes referred to as the "Tax Compliance Certificate") of the City executed by the [Mayor and City Manager or Finance Director] of the City, dated as of the Closing Date, setting forth facts, estimates and circumstances concerning the use or application of the proceeds of the Series 2025 Bonds, and stating in effect that on the basis of such facts, estimates and circumstances in existence on the date of closing, it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause such Series 2025 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code");

(10) a certificate executed by an authorized officer of the Bank, in its capacity as Registrar and Paying Agent, to the effect that:

(i) the Bank is a national banking association duly organized, validly existing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida;

(ii) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority, to execute and perform its functions under the Bond Legislation, and the Registrar and Paying Agent Agreement;

(iii) the performance by the Bank of its functions under the Bond Legislation and the Paying Agent Agreement will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Bond Legislation and the Paying Agent Agreement; and

(iv) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to their knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Bond Legislation and the Paying Agent Agreement;

(11) The opinion, dated as of the Closing Date, addressed to the City, and the Representative, of Weiss, Serota, Helfman, Cole & Bierman, P.L., Fort Lauderdale, Florida (“Disclosure Counsel”) to the effect that, as of the date of the Official Statement and as of the date of Closing, based upon their review and discussions, and in reliance upon the accuracy of the information contained in designated certificates and opinions, and without having undertaken to determine independently the accuracy, completeness, or fairness of the statements contained in the Official Statement and subject to the qualifications contained in such opinion, nothing has come to their attention which leads them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial and statistical information contained in the Official Statement and the information related to DTC or its book-entry-only system, all as to which no view need be expressed);

(12) An opinion of Nelson Mullins Riley & Scarborough LLP, Counsel to the Representative, dated as of the Closing Date, addressed to the Representative to the effect that: (i) the Series 2025 Bonds are not subject to the registration requirements of the Securities Act; (ii) based upon their participation in the preparation of the Official Statement as counsel to the Representative and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, as of the date of Closing, nothing has come to the attention of such counsel that causes them to believe that the Official Statement (excluding the financial statements, and the reports, financial and statistical data and forecasts included therein, as to which no opinion need be expressed) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the

statements therein, in light of the circumstances in which they were made, not misleading; and (iii) based upon their review of the appropriate documents regarding the Disclosure Dissemination Agent Agreement as it relates to continuing disclosure under the Rule, the requirements of the Rule have been satisfied;

(13) A copy of the Paying Agent Agreement, fully executed by the City and the Bank;

(14) A signed copy of the Financial Feasibility Report – City of Margate, Florida Water and Wastewater Improvement Revenue Bonds, Series 2025 dated _____, 2025 by GovRates, Inc., as feasibility consultant to the City; and

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

By its execution of this Purchase Contract, the City consents to the use by the Underwriters of the documents listed above, including specifically the Official Statement, the Bond Legislation and the information contained therein, in connection with the public sale of the Series 2025 Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract, or if the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Representative set forth in Section 1 (with respect to the return of the Good Faith Deposit described in Section 1 only), and Section 8(b) hereof shall continue in full force and effect.

7. The City covenants with the Underwriters to cooperate with the Underwriters in qualifying the Series 2025 Bonds for offer and sale under the securities or “Blue Sky” laws of such states as the Underwriters may request; provided that in no event shall the City be obligated to take any action which would subject it to general service of process in any state where it is not now so subject or qualify to do business in connection with any such qualification or determination in any jurisdiction. It is understood that the City is not responsible for compliance with or the consequences of failure to comply with applicable “Blue Sky” laws, or for any expenses incurred in such compliance.

8. (a) The City shall pay or cause to be paid, from the proceeds of the Series 2025 Bonds or other funds available to it, and the Representative shall be under no obligation to pay, the expenses incident to the performance of the City’s obligations hereunder including but not limited to (i) the cost of the preparation and printing or other reproduction (for distribution on or prior to the date hereof) of the Official Statement; (ii) the fees and expenses of Bond Counsel, Disclosure Counsel, the paying agent, the City's Financial Advisor, and any other experts or consultants retained by the City; (iii) the costs and fees of the rating agencies; and (iv) out-of-pocket expenses of the City. The provisions of this paragraph shall not obligate the City to pay any fees or expenses that are contingent upon the occurrence of the Closing, unless a successful Closing occurs. The City's obligations in regard to these expenses survive even if the underlying transaction fails to close or consummate.

(b) The Representative shall pay (i) the cost of printing or other reproduction of this Purchase Contract and the cost of preparation and printing of the Blue Sky, if any, report to be used by the Underwriters; (ii) all advertising expense in connection with the public offering of the Series 2025 Bonds; and (iii) all other expense incurred by the Representative in connection with the public offering and distribution of the Series 2025 Bonds, including the fees and expenses of counsel retained by them.

9. Any notice or other communication to be given to the City under this Purchase Contract shall be given to the City by delivering the same in writing to the City of Margate, Florida, 5790 Margate Boulevard, Margate, FL 33063, Attention: Mayor and City Attorney; any notice or other communication to be given to the Representative under this Purchase Contract may be given by delivering the same in writing to Hilltop Securities Inc., 450 S. Orange Avenue, Suite 225, Orlando, Florida 32801, Attention: Joel Tindal, Managing Director.

10. This Purchase Contract shall constitute the entire agreement between the City and the Underwriters and is made solely for the benefit of the City and the Underwriters (including their respective successors or assigns). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the City in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any of the Underwriters, and (b) the delivery of and payment for the Series 2025 Bonds hereunder.

11. This Purchase Contract may not be amended without the written consent of the City and the Representative.

12. The following statements are made in satisfaction of the requirements of Section 218.385(2) and (3), Florida Statutes.

(a) The City is proposing to issue \$_____ of Series 2025 Bonds for the purpose of [(i) providing repairs and improvements to the System, and (ii) paying costs and expenses incurred in connection with the issuance and sale of the Series 2025 Bonds, including the cost of a Bond Insurance Policy, if any]. This debt or obligation is expected to be repaid over a period of approximately _____ years. At a true interest cost rate of _____%, total interest paid over the life of the debt or obligation will be \$_____.

(b) The Series 2025 Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Net Revenues of the System. Authorizing the Series 2025 Bonds will result in up to \$_____ (maximum annual debt service) annually not being available to finance other services of the City for approximately _____ years.

13. The City acknowledges and agrees that: (i) the primary role of Hilltop as Representative for itself and the other Underwriters is to purchase securities for resale to investors in an arm's length transaction between the City and Hilltop; (ii) Hilltop, as Representative, has financial and other interests that differ from those of the City; (iii) Hilltop is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Hilltop has provided or is currently providing other services to the City on other matters); (iv) the only obligations Hilltop has to the City with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (v) the City has consulted its own financial, municipal, legal, accounting, tax and/or other advisors, as applicable, to the extent it deems appropriate. The City hereby further acknowledges that Hilltop has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), which have been received by the City. The City has a municipal advisor in this transaction that has legal fiduciary duties to the City.

14. The validity, interpretation and performance of this Purchase Contract shall be governed by the internal laws of the State of Florida, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Contract to be duly executed by their duly authorized officers as of the day and year first above written.

[Remainder of page intentionally left blank]

[Counterpart Signature Page to Bond Purchase Contract]

HILLTOP SECURITIES INC.

By: _____

Name: Joel Tindal

Its: Managing Director

[Counterpart Signature Page to Bond Purchase Contract]

Accepted:

CITY OF MARGATE

By: _____

Name: _____

Its: _____

EXHIBIT A
[\$60,000,000]
Series 2025 Bonds

DATED:

INTEREST PAYABLE:

DENOMINATIONS: \$5,000 AND INTEGRAL MULTIPLES THEREOF

PAR AMOUNT: \$_____

PURCHASE PRICE: \$

<u>Maturity</u> <u>(_____ 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
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Redemption Provisions

The redemption provisions for the Series 2025 Bonds shall read as follows:

Optional Redemption. The 2025 Bonds maturing on or after _____ shall be subject to redemption, in whole or in part, at the option of the City at any time on or after _____, at a redemption price equal to 100% of the principal amount of the 2025 Bonds to be redeemed plus accrued interest to the date fixed for redemption.

Mandatory Redemption. The 2025 Bonds maturing on _____ will be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to par plus accrued interest to the redemption date, on _____ and on each _____ thereafter, from moneys deposited in the Bond Redemption Account of the Operations, Maintenance and Revenue Fund, in the following Amortization Requirements in the years specified:

<u>Year</u>	<u>Amortization Installments</u>
-------------	--------------------------------------

* Maturity

The 2025 Bonds maturing on _____ will be subject to mandatory redemption prior to maturity, by lot, in such manner as the Registrar may deem appropriate, at a redemption price equal to par plus accrued interest to the redemption date, on _____ and on each _____ thereafter, from moneys deposited in the Bond Redemption Account of the Operations, Maintenance and Revenue Fund, in the following Amortization Requirements in the years specified:

<u>Year</u>	<u>Amortization Installments</u>
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* Maturity

EXHIBIT B

[November __, 2025]

The City Commission
of City of Margate, Florida
101 Church Street
Margate, Florida 34741

RE:

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Margate, Florida (the "City"), of \$[60,000,000] aggregate principal amount of its Water and Wastewater Improvement Revenue Bonds, Series 2025 (the "Series 2025 Bonds"), Hilltop Securities Inc. (the "Representative"), acting on behalf of itself and as the representative of Loop Capital Markets, LLC and Ramirez & Company, Inc. (together with the Representative, collectively, the "Underwriters") have agreed to underwrite a public offering of the Series 2025 Bonds. Arrangements for underwriting the Series 2025 Bonds will include a Bond Purchase Contract (the "Agreement") between the City and the Representative that will embody the negotiations in respect thereof.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information in respect of the arrangements contemplated for the underwriting of the Series 2025 Bonds as follows:

- (a) The underwriting spread of \$_____ per \$1,000 (\$_____) consists of \$_____ per \$1,000 (\$_____.00) of average takedown and \$_____ per \$1,000 (\$_____) of expenses.
- (b) The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the purchase and offering of the Series 2025 Bonds are set forth in Schedule I attached hereto.
- (c) There are no "finders," as defined in Section 218.386, Florida Statutes, who have been retained or who will be paid by the Representative in connection with the issuance of the Series 2025 Bonds.
- (d) No other fee, bonus or other compensation is estimated to be paid by the Representative in connection with the issuance of the Series 2025 Bonds to any person not regularly employed or retained by the Representative, except as specifically enumerated as expenses referred to in paragraph (a) above to be incurred by the Representative as set forth in Schedule I attached hereto.
- (e) The name and address of the Representative is:

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 225
Orlando, Florida 32801

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

Very truly yours,

HILLTOP SECURITIES INC.

By:_____

Name: Joel Tindal

Its: Managing Director

<u>Item</u>	<u>Per \$1,000</u>	<u>Total</u>
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Schedule I-1

EXHIBIT C

ISSUE PRICE CERTIFICATE

The undersigned, Hilltop Securities Inc. (the “Representative”), acting on behalf of itself and as the representative of Loop Capital Markets, LLC and Ramirez & Company, Inc. (together with the Representative, collectively, the “Underwriters”) hereby certifies as set forth below with respect to the sale and issuance by the City of Margate, Florida (the “City”) of its \$[60,000,000] Water and Wastewater Refunding Revenue Bonds, Series 2025 (the “Bonds”):

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Underwriters offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Purchase Contract, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Underwriters will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Underwriters have not offered or sold any unsold Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds.

3. **Defined Terms.**

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (October 3, 2024) or (ii) the date on which the Underwriters have sold at least 10% of such Maturity to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(d) *Issuer* means the City of Margate, Florida.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [November __, 2025].

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriters’ interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Weiss, Serota, Helfman, Cole & Bierman, P.L. in connection with rendering its opinion that the interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.

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HILLTOP SECURITIES INC.

By: _____

Name: _____

Its: _____

Dated: [Closing Date]

Schedule A

SALE PRICES OF THE GENERAL RULE MATURITIES

Series 2025 Bonds				
Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

Series 2025 Bonds				
Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price

Schedule B

PRICING WIRE OR EQUIVALENT COMMUNICATION