

BOND PURCHASE CONTRACT

[_____] 2026

City of Port St. Lucie, Florida
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Re: \$[_____] City of Port St. Lucie, Florida Special Obligation Revenue Bonds, Series 2026A

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC (the “Senior Managing Underwriter”), acting on behalf of itself and as the Senior Managing Underwriter of BofA Securities, Inc. and PNC Capital Markets LLC (collectively, the “Underwriters”), offers to enter into this Bond Purchase Contract (this “Contract”) with the City of Port St. Lucie, Florida (the “Issuer”) which, upon the Issuer's written acceptance hereof, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's acceptance by execution of this Purchase Contract and its delivery to the Underwriters on or before 6:00 p.m., Eastern time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Contract shall have the same meanings set forth in the Bond Resolution and the Official Statement as each is described below.

1. Purchase and Sale of the Bonds. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and covenants set forth herein, the Underwriters hereby agree to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of the aggregate principal amount of the \$[_____] City of Port St. Lucie, Florida Special Obligation Revenue Bonds, Series 2026A (the “Bonds”). The Issuer acknowledges and agrees that: (i) the Underwriters are not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the purchase and sale of the Bonds pursuant to this Contract is an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (iii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent, municipal advisor, financial advisor or a fiduciary of the Issuer; (iv) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility in favor of the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Contract; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

The Senior Managing Underwriter has been duly authorized to execute this Contract and to act hereunder.

(b) The Bonds are special limited obligations of the Issuer, payable from and secured solely by a covenant of the Issuer to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay the principal of and interest on the Bonds, all in the manner and to the extent provided in the Bond Resolution. The principal amount of the Bonds to be issued, the dated date therefor, the maturities, redemption provisions, prices, yields, and interest rates per annum are set forth in Schedule I hereto. The Bonds shall be as described in and shall be issued pursuant to the authority and in full compliance with the Florida Constitution (the "Constitution") and the laws of the State of Florida (the "State"), including Chapter 166, Florida Statutes, as amended, the Charter of the Issuer, and Ordinance 26-62 (the "Bond Ordinance") enacted by the City Council for the City of Port St. Lucie, Florida (the "City Council") on July 13, 2026, and other provisions of law (collectively, the "Act"), and Resolution 26-R[____], adopted by the City Council on July 13, 2026 (the "Bond Resolution").

(c) The purchase price for the Bonds shall be \$[_____] (calculated as \$[_____] par amount of the Bonds, [plus][less] an [net] original issue [premium][discount] of \$[_____] , less an Underwriters' discount of \$[_____]).

(d) The Bonds are being issued to provide sufficient funds, together with other available funds of the Issuer, to (i) finance various costs related to the SE Floresta Drive Roadway Improvements, the Public Works Building Project, and the Paar Roundabouts Project, and (ii) pay the costs of issuance of the Bonds, all as further described in the Bond Resolution.

(e) In connection with the execution of this Contract, the Senior Managing Underwriter, on behalf of the Underwriters, has delivered to the Issuer herewith as a good faith deposit (the "Good Faith Deposit"), a wire transfer 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(c). In the event that the Issuer does not accept this Contract, the Good Faith Deposit shall be immediately returned to the Senior Managing Underwriter. 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 Contract (unless waived by the Senior Managing Underwriter), or should such obligations of the Underwriters be terminated for any reason permitted by this Contract, such Good Faith Deposit shall immediately be returned to the Senior Managing Underwriter. 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 9 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.

In accordance with Section 218.385, Florida Statutes, the Underwriters hereby disclose the information required by such Section, including a truth-in-bonding statement, as provided in the

Disclosure Statement attached hereto as Schedule II. Contemporaneously with the execution of this Contract, the Senior Managing Underwriter will provide the Issuer an Affidavit of Compliance with Anti-Human Trafficking Laws, in substantially the same form as Exhibit A attached hereto, pursuant to Section 787.06(14), Florida Statutes.

2. Public Offering. The Underwriters agree to make an initial public offering of all of the Bonds at a price or prices not to exceed the public offering price or prices set forth in Schedule I attached hereto; provided, however, the Underwriters reserve the right to change such initial public offering price or prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds (but in all cases subject to the requirements of Section 3 hereof), and may offer and sell the Bonds to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by one or more of the Underwriters at prices lower than the public offering prices or yields greater than the yields set forth in Schedule I hereto (but in all cases subject to the requirements of Section 3 hereof).

3. Establishment of Issue Price. (a) The Senior Managing Underwriter, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form attached hereto as Exhibit B, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Senior Managing Underwriter, the Issuer and Bond Counsel for the Issuer, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's Municipal Advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's Municipal Advisor.

(b) [Except for the maturities identified in Schedule A attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the 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). [If, as of the date hereof, the 10% Test has not been satisfied as to any maturity of the Bonds for which the Issuer has elected to utilize the 10% Test, the Senior Managing Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity or maturities have been sold by the Underwriters to the public.]

[(c) The Senior Managing Underwriter confirms that the Underwriters have offered the Bonds to the public on or before the date of this Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Contract, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Senior Managing Underwriter, on behalf of the Underwriters, agrees that the restrictions set forth in the next sentence shall apply (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Senior Managing Underwriter will retain the unsold Bonds of each maturity and not allocate any such Bonds to any other Underwriter, and the Senior Managing Underwriter will neither offer nor sell

unsold 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:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.]

[(c)][(d)] The Senior Managing Underwriter confirms that:

(1) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Senior Managing Underwriter is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Senior Managing Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Managing Underwriter and as set forth in the related pricing wires, and

(B) to promptly notify the Senior Managing Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below),

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Senior Managing Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(2) any agreement among underwriters and any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it until either all Bonds of that maturity allocated to it have been sold or it is notified by the Senior Managing Underwriter or such Underwriter or dealer that the 10% Test has been satisfied as to the Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Senior Managing Underwriter or the Underwriter and as set forth in the related pricing wires.

[The Issuer acknowledges that, in making the representations set forth in this section, the Senior Managing Underwriter will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.]

[(d)][(e)] The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

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

(2) “underwriter” means (A) 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 (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 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 Bonds to the public),

(3) a purchaser of any of the 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 Contract by all parties.

4. The Official Statement. (a) The Preliminary Official Statement dated [____], 2026 (the “Preliminary Official Statement”), including the cover page and Appendices thereto, of the Issuer relating to the Bonds, as amended to reflect the pricing terms of the Bonds is hereinafter called the “Official Statement.”

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the “permitted omissions” (the “Permitted Exceptions”), as defined in Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”).

(c) The Issuer represents that the City Commission has reviewed and approved the information in the Preliminary Official Statement, has authorized the use of the Preliminary Official Statement and the Official Statement by the Underwriters in connection with the public offering and the sale of the Bonds and hereby confirms that the Official Statement may be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Contract (but, in any event, not later than within seven business days (but no later than two business days prior to Closing) after the Issuer's acceptance of this Contract and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Senior Managing Underwriter shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Bonds Rulemaking Board (the “MSRB”). The Issuer hereby confirms that it does not object to the distribution of the Preliminary Official Statement or the Official Statement in electronic form.

(d) If, after the date of this Contract to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the “end of the underwriting period” for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Senior Managing Underwriter (and for the purposes of this clause provide the Senior Managing Underwriter with such information as it may from time to time request), and if, in the opinion of the Senior Managing Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Senior Managing Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material

fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Senior Managing Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Senior Managing Underwriter agrees to file the Official Statement with the Electronic Municipal Market Access System (“EMMA”) (accompanied by a completed Form G-32) 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. Unless otherwise notified in writing by the Senior Managing Underwriter by the date of the Closing, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

5. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is, and will be on the date of Closing, a duly organized and validly existing municipal corporation under the laws of the State, with the powers and authority set forth in the Act and with full legal right, power and authority to enact the Bond Ordinance, to adopt the Bond Resolution, to issue, sell and deliver the Bonds to the Underwriters as provided herein, to covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay scheduled debt service on the Series 2026 Bonds in the manner and to the extent provided in the Bond Resolution, and to execute, deliver and perform its obligations, as the case may be, under this Purchase Contract, the Bond Ordinance, the Bond Resolution, the Bonds, the Continuing Disclosure Certificate, dated the date of closing, executed by the Issuer (the “Disclosure Certificate”), the Registrar and Paying Agent Agreement, dated as of the date of Closing, between the Issuer and [U.S. Bank Trust Company, National Association] (collectively, the “Issuer Documents”), and to otherwise carry out the transactions contemplated by each of the Issuer Documents and the Official Statement.

(b) The Issuer has duly enacted the Bond Ordinance and adopted the Bond Resolution in accordance with the Act, and each is in full force and effect and has not been amended, modified or repealed. Concurrently with or prior to the acceptance hereof, the Issuer has (i) duly authorized and approved the execution and delivery of the Bonds and the Issuer Documents, (ii) pursuant to the Bond Resolution duly authorized and approved the sale of the Bonds to the Underwriters, and (iii) duly authorized and approved the consummation by the Issuer of all other transactions contemplated by the Official Statement and this Purchase Contract. The Issuer Documents, when executed by the Issuer, will each constitute the legal, valid and binding limited obligations of the Issuer enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors’ rights and remedies generally and to general principles of equity.

(c) As of the time of acceptance hereof and as of the date of Closing, except as otherwise disclosed in the Preliminary Official Statement and Official Statement, the Issuer is not and will not be in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United States relating to the Issuer or any applicable judgment or decree or any trust agreement, loan agreement, indenture, bond, note, resolution, ordinance, certificate, agreement or other instrument to which the Issuer is a party or to which the

Issuer or its assets is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; the consequence of any of which or the correction of which would materially and adversely affect the operations or financial condition of the Issuer, or the collection or application of Non-Ad Valorem Revenues as of such dates; and, as of such times and except as disclosed in the Preliminary Official Statement and Official Statement, the execution and delivery of the Bonds, the Issuer Documents and the enactment of the Bond Ordinance, the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained in each such document do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or a breach of any applicable judgment, decree, trust agreement, loan agreement, indenture, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer or its assets is otherwise subject, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution. The Issuer has not, as of the date hereof or as of the date of Closing, failed to pay principal (and premium, if any) or interest when due on any of its outstanding indebtedness.

(d) On the date of Closing, all approvals, authorizations, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Bond Ordinance, the Bond Resolution or the other Issuer Documents will have been duly obtained.

(e) The financial statements of, and other financial information regarding the Issuer, in the Preliminary Official Statement and Official Statement fairly present the financial position and results of the Issuer, including the Non-Ad Valorem Revenues as of the dates and for the periods therein set forth, and there are no material liabilities, contingent or otherwise, of the Issuer that have not been disclosed in the Preliminary Official Statement and Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer, including the Non-Ad Valorem Revenues. The Issuer is not a party to any litigation or other proceedings pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

(f) Except as described in the Preliminary Official Statement and Official Statement, there is no legislation, action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, government agency, public board or body pending or, to the best knowledge of the Issuer, after having made due inquiry with respect thereto, threatened against the Issuer, affecting the existence of the Issuer or the titles of its members and officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection and receipt of any of the Non-Ad Valorem Revenues or the covenant in the Bond Resolution to budget and appropriate Non-Ad Valorem Revenues or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents or any

other material agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Bond Ordinance, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor wherein an unfavorable decision, ruling or finding could materially adversely affect the validity or enforceability of the Bonds, the Bond Ordinance, the Bond Resolution, the other Issuer Documents or any of them. The Issuer shall advise the Senior Managing Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Bonds.

(g) Between the date of this Purchase Contract and the date of Closing, the Issuer will not, without the prior written consent of the Senior Managing Underwriter, offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the Non-Ad Valorem Revenues .

(h) The Issuer 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 Bonds and contained in the Issuer Documents.

(i) When delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Purchase Contract, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the Issuer in conformity with the Act, the Bond Ordinance and the Bond Resolution, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability.

(j) The Issuer will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Bond Ordinance and the Bond Resolution and as described in the Official Statement.

(k) Other than as described in the Preliminary Official Statement and Official Statement, since December 31, 1975, and at all times subsequent thereto up to and including the date of Closing, the Issuer has not been and will not be in default with respect to payment of the principal of, or interest on, any bonds or other debt obligations that it has issued or will issue or that it has guaranteed or will guarantee (including bonds or other debt obligations for which it has served as a conduit issuer).

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

(m) Except as disclosed in the Preliminary Official Statement and Official Statement, within the last five (5) years, the Issuer has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the Issuer has agreed to undertake continuing disclosure obligations.

(n) No representation or warranty by the Issuer in this Purchase Contract, nor any statement, certificate, document or exhibit furnished to or to be furnished by the Issuer pursuant to this Purchase Contract or the Official Statement or in connection with the transactions contemplated hereby contains, or will contain on the date of Closing, any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

6. Closing. (a) At [11:00 a.m.] Eastern time, on [____], 2026, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Senior Managing Underwriter (the “Closing”), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1(c) of this Contract by wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Issuer, or such other place as shall have been mutually agreed upon by the Issuer and the Senior Managing Underwriter.

(b) Delivery of the Bonds shall be made to The Depository Trust Company through the FAST Method of registration and settlement with the Registrar. The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and shall be made available to the Senior Managing Underwriter at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriters have entered into this Contract in reliance upon the representations, warranties and covenants of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Contract to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such other documents and instruments to be delivered at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Senior Managing Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, in all material respects, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied, in all material respects, with all agreements and conditions required by this Contract to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Senior Managing Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Senior Managing Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and [U.S. Bank Trust Company, National Association] (the “Registrar/Paying Agent”) shall have duly authenticated the Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues (including but not limited to the Non-Ad Valorem Revenues) or operations of the Issuer from that set forth in the Preliminary Official Statement and the Official Statement that in the judgment of the Senior Managing Underwriter, is material and adverse and that makes it, in the judgment of the Senior Managing Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Preliminary Official Statement and the Official Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Contract shall be reasonably satisfactory in legal form and effect to the Senior Managing Underwriter;

(h) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(i) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by its Mayor, Clerk and Finance Director, or such other official as may have been agreed to by the Senior Managing Underwriter (the “Authorized Representative”), and the reports and audits referred to or appearing in the Official Statement;

(ii) A certified copy of the Bond Ordinance and the Bond Resolution with such supplements or amendments as may have been agreed to by the Senior Managing Underwriter;

(iii) Each of the other Issuer documents, fully executed by the respective parties thereto;

(iv) A copy of the Letter of Representations with DTC;

(v) The approving opinion of Nabors Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel, with respect to the Bonds, dated the date of the Closing, in substantially the form attached as Appendix D to the Official Statement, together with a

letter of Bond Counsel addressed to the Underwriters and dated the date of Closing, to the effect that such bond approving opinion may be relied upon by the Underwriters to the same extent as if such opinion were addressed to the Underwriters;

(vi) A supplemental opinion of Bond Counsel, addressed to the Underwriters and the Issuer, dated the date of Closing, substantially to the effect that, (i) the statements contained in the Official Statement under the captions “INTRODUCTION”, “PURPOSE OF THE SERIES 2026 BONDS”, “DESCRIPTION OF THE SERIES 2026 BONDS” (except for the information relating to DTC and its book-entry system of registration, as to which no view need be expressed) and “SECURITY FOR THE SERIES 2026 BONDS”, insofar as such information purports to summarize portions of the Bond Ordinance, the Bond Resolution, and the Bonds, constitute a fair summary of the information purported to be summarized therein. The statements contained under the caption “TAX MATTERS” are accurate statements or summaries of the matters therein set forth, (ii) the Bonds are exempt from registration under the Securities Act of 1933, as amended, and (iii) the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(vii) An opinion of Richard Berrios, City Attorney, dated the Date of Closing and addressed to the Issuer, Bond Counsel, Disclosure Counsel and the Underwriters, to the effect that:

(A) the Issuer is a municipal corporation of the State of Florida (the “State”), duly created, organized and validly existing under the laws of the State, and has full legal right, power and authority under the Act, the Bond Ordinance and the Bond Resolution (1) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (2) to sell, issue and deliver the Bonds to the Underwriters as provided herein, (3) to covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay scheduled debt service on the Bonds in the manner and to the extent provided in the Bond Resolution (the “Covenant”), and (4) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(B) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (1) the enactment of the Bond Ordinance and the adoption of the Bond Resolution and the issuance and sale of the Bonds, (2) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Bonds and the Issuer Documents, (3) the covenant to budget and appropriate sufficient Non-Ad Valorem Revenues to pay scheduled debt service on the Bonds in the manner and to the extent provided in the Bond Resolution, and (4) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(C) The Bond Ordinance was duly and validly enacted by the Issuer and the Bond Resolution was duly and validly adopted by the Issuer and each is in full force and effect and has not been amended, modified or repealed; the Bond Resolution and all other proceedings pertinent to the validity and enforceability of the Bonds and the Issuer's receipt of the Non-Ad Valorem Revenues and all Issuer required actions to receive the Non-Ad Valorem Revenues have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Issuer and in compliance with the Constitution and laws of the State, including the Act;

(D) The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Bonds, when issued and delivered and paid for in accordance with the Bond Resolution and this Purchase Contract, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the covenant to budget and appropriate Non-Ad Valorem Revenues it purports to create as set forth in the Bond Resolution;

(E) the information in the Preliminary Official Statement and the Official Statement under the captions "THE CITY" and "LITIGATION" is true and complete in all material respects, and with respect to legal matters in the Preliminary Official Statement and the Official Statement, based upon their review of the Preliminary Official Statement and the Official Statement as counsel to the Issuer and without having undertaken to determine independently the accuracy or completeness of the contents of such other portions of the Preliminary Official Statement and the Official Statement, they have no reason to believe that such legal matters in the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and the date of Closing (in each case, except for the financial and statistical data contained therein and the information relating to DTC and its book-entry system of registration and the information concerning the tax-exemption of the Bonds, as to which no view need be expressed) contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(F) the use of the Preliminary Official Statement by the Underwriters for the purpose of offering the Bonds for sale has been duly authorized and ratified by the Issuer;

(G) the Official Statement has been duly authorized, executed and delivered by the Issuer and the Issuer has consented to the use thereof by the Underwriters;

(H) the enactment of the Bond Ordinance and the adoption of the Bond Resolution and the authorization, execution and delivery of the Issuer Documents and the

Bonds and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under, any constitutional provision, law or administrative regulation, or to the best of their knowledge, any consent decree, ordinance, resolution or any agreement or other instrument to which the Issuer was or is subject, as the case may be, nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as provided in the Bond Resolution), or under the terms of any law, administrative regulation, ordinance, resolution or instrument;

(I) to the best of their knowledge, all approvals, authorizations, licenses, permits, consents, and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction in any matter which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Issuer Documents have been obtained and are in full force and effect;

(J) except as disclosed in the Preliminary Official Statement and Official Statement, there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of their knowledge, threatened, against the Issuer, affecting the existence of the Issuer or the titles of its members and officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection and receipt of any of the Non-Ad Valorem Revenues or the covenant in the Bond Resolution to budget and appropriate sufficient Non-Ad Valorem Revenues to pay scheduled debt service on the Bonds, in the manner and to the extent provided in the Bond Resolution, or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents or any other material agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the enactment of the Bond Ordinance, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best of their knowledge, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(viii) A certificate of the Issuer dated the date of Closing signed by its Mayor and Finance Director, in form and substance satisfactory to the Senior Managing Underwriter, to the effect that (i) the representations, covenants, agreements and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) except as disclosed in the Preliminary Official Statement and Official Statement, no litigation or proceeding against it is pending or, to the best of its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (A) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (B) contest the due organization and valid existence of the Issuer, (C) contest the validity, due authorization and execution of the Bonds or the Issuer Documents, (D) attempt to limit, enjoin or otherwise restrict or prevent

the Issuer from collecting Non-Ad Valorem Revenues, or the covenant in the Bond Resolution to budget and appropriate Non-Ad Valorem Revenues, (E) contest in any way the completeness or accuracy of the Preliminary Official or the Official Statement or any supplement or amendment thereto, or (F) which may result in any material adverse change in the business, properties, assets or financial condition of the Issuer; (iii) the Bond Ordinance was duly and validly enacted and the Bond Resolution was duly and validly adopted and each is in full force and effect and has not been amended, modified or repealed; (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing; (v) except for the information provided by DTC or the Underwriters (as to which no representations are made) and except for the Permitted Exceptions), the Preliminary Official Statement did not, as of its date, and 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 such Official Statements are 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) the Issuer has complied or is presently in compliance with all agreements related to the Bonds and has satisfied all conditions on its part to be observed or satisfied under the Bond Ordinance, the Bond Resolution and this Purchase Contract as of the Closing Date; (vii) the Issuer Documents have been duly authorized, executed and delivered by one or more duly authorized officers of the Issuer and (viii) since September 30, 2025, no material adverse change has occurred in the financial position or results of the operations of the Issuer, except as disclosed in the Official Statement;

(ix) Evidence satisfactory to the Senior Managing Underwriter that S&P Global Ratings (“S&P”) and Moody’s Investors Service (“Moody’s”) have issued a rating of “[]” ([] outlook) and “[]” ([] outlook), respectively;

(x) An opinion of Bryant Miller Olive P.A., Miami, Florida, as Disclosure Counsel, dated the date of Closing and addressed to the Issuer, together with a letter addressed to the Underwriters authorizing the Underwriters to rely upon the letter addressed to the Issuer, to the effect that in accordance with their understanding with the Issuer, as Disclosure Counsel such firm has rendered legal advice and assistance to the Issuer in the course of the preparation of the Preliminary Official Statement and the Official Statement; that assistance involved, among other things, inquiries concerning various legal and related matters, their review of certain records, documents and proceedings, participation in discussions with Senior Managing Underwriters of the Issuer, the Issuer’s Municipal Advisor, and others concerning the contents of the Preliminary Official Statement, the Official Statement and related matters; that in accordance with their understanding with the Issuer, they are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the contents of the Preliminary Official Statement or the Official Statement; that, however, they can advise that, in their capacity as Disclosure Counsel and on the basis of the information that has come to their attention, and in reliance on the certificates, opinions and documents they have reviewed in the course of their performance of the services referred to above, and without having undertaken to

verify independently the accuracy, completeness or fairness of the contents of the Preliminary Official Statement or the Official Statement, nothing has come to their attention which leads them to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and the date of Closing (in each case, excluding the financial and statistical data included in the Official Statement and the appendices thereto, and the information relating to The Depository Trust Company or its book-entry only system), as of its date and as of the date of Closing, contained or contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(xi) An opinion, dated the day of Closing and addressed to the Underwriters, of counsel for the Underwriters, to the effect: (i) based upon their participation in the preparation of the Preliminary Official Statement and Official Statement as Underwriters' Counsel and their participation at conferences at which the Preliminary Official Statement and Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement as of its date and as of the date hereof and Official Statement as of its date and as of the date of Closing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data including in the Preliminary Official Statement and Official Statement and the information regarding DTC and its book-entry system, in each case as to which no view need be expressed); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the Disclosure Certificate satisfies the requirements of the Rule; and (iv) with respect to such other matters as the Underwriters may reasonably require.

(xii) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (A) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (B) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(xiii) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(xiv) A certificate of the Registrar/Paying Agent in form and substance satisfactory to the Senior Managing Underwriter;

(xv) A Blue Sky Memorandum, issued by Underwriters' Counsel, and

(xvi) Such additional legal opinions, certificates, instruments and other documents as the Senior Managing Underwriter or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

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 Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Contract, this 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 Underwriters set forth in Section 1 hereof (with respect to the return of the Good Faith Deposit described in Section 1 hereof only), and Section 9 hereof shall continue in full force and effect.

8. Termination. The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Contract and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the reasonable judgment of the Senior Managing Underwriter, by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the Florida Legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal or state income taxation upon interest received on obligations of the general character of the Bonds of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal or state income tax consequences of any of the transactions contemplated herein;

(b) Legislation introduced in or enacted (or resolution passed) by either House of the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), or other official notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under

or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the securities law as amended and then in effect;

(c) Any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto which in the opinion of the Senior Managing Underwriter adversely impacts the marketability of the Bonds;

(d) A general suspension of trading in Bonds on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, or a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(f) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(g) Any amendment to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities or interest thereon;

(h) Any event occurring, or information becoming known which, in the reasonable judgment of the Senior Managing Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement (other than any statements provided by the Underwriters), or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and the Issuer shall not have furnished to the Underwriters an amendment or supplement thereto in form and content acceptable to the Senior Managing Underwriter or, despite the preparation of an amendment or supplement to the Official Statement to disclose such event or information;

(i) The United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(j) There shall have occurred any national or international calamity or crisis, or escalation thereof, in the financial markets or otherwise of the United States or elsewhere;

(k) Prior to Closing, S&P or Moody's shall inform the Issuer or the Underwriters that the Bonds will not receive ratings of at least "[]" ([] outlook) and "[]" ([] outlook), respectively;

(l) The purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

9. Expenses. (a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the fees and disbursements of the Municipal Advisor to the Issuer, if any; (iv) the fees and disbursements of the Registrar/Paying Agent, or engineers, accountants, feasibility consultants, rate consultants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Contract and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Except as provided for above, the Underwriters shall pay (i) the cost of preparation and printing of this Contract, any Blue Sky Survey or Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters. The Issuer and the Underwriters agree that in the event the aggregate estimated expenses exceed the aggregate actual expenses incurred by the Underwriters in an amount equal to or greater than \$1,000 (the "Reimbursement Threshold"), the Senior Managing Underwriter shall reimburse to the Issuer the amount that the aggregate estimated expenses exceed the aggregate actual expenses. For the avoidance of doubt, the Issuer acknowledges and agrees that in the event the aggregate estimated expenses exceed the aggregate actual expenses incurred by the Underwriters in an amount less than the Reimbursement Threshold, no reimbursement will be made by the Senior Managing Underwriter.

(d) If this Contract shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Contract, or if for any reason the Issuer shall be unable to perform its obligations under this Contract, the Issuer will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Contract or the offering contemplated hereunder.

10. Notices. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing at City Hall, Building A, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Attention: City Manager. Any notice or other

communication to be given to the Underwriters under this Contract shall be given by delivering the same in writing to J.P. Morgan Securities LLC, 100 North Tampa Street, Suite 3300, Tampa, Florida 33602, Attention: Frank Leto.

11. Parties in Interest. This Contract as heretofore specified shall constitute the entire agreement between the Issuer and the Underwriters and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Contract may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Contract; and (iii) any termination of this Contract.

12. Effectiveness. This Contract shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State.

14. Severability. If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

15. Business Day. For purposes of this Contract, "business day" means any day on which the New York Stock Exchange is open for trading.

16. Section Headings. Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provisions of this Contract.

17. Counterparts. This Contract may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS ON THE IMMEDIATELY SUCCEEDING PAGE]

[SIGNATURE PAGE TO BOND PURCHASE CONTRACT]

If you agree with the foregoing, please sign the enclosed counterpart of this Contract and return it to the Underwriters. This Contract shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

J.P. MORGAN SECURITIES LLC, as Senior Managing Underwriter
of the Underwriters

By: _____
Name: Frank Leto
Title: Vice President
Date: _____

[COUNTERPART SIGNATURE PAGE TO BOND PURCHASE CONTRACT]

Accepted:

CITY OF PORT ST. LUCIE, FLORIDA

[SEAL]

By: _____
City Manager

ATTEST:

By: _____
Saly Walsh, City Clerk

SCHEDULE I

City of Port St. Lucie, Florida
Special Obligation Refunding and Improvement Revenue Bonds, Series 2026

\$[] Serial Bonds

<u>Maturity</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
	\$	%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	
		%	%	

\$[] []% Term Bond due July 1 ,[]; Yield []%, Price []

\$[] []% Term Bond due July 1 ,[]; Yield []%, Price []

[*Yield and Price calculated to first optional prepayment date of []]

Redemption Provisions

Optional Redemption of Bonds. The Bonds which mature prior to July 1, 20[] are not subject to redemption. The Bonds which mature on or after July 1, 20[], are subject to redemption at the option of the City on or after July 1, 20[], in whole or in part at any time, in such manner as may be determined by the City and by lot within maturity if less than all, at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date set for redemption, without premium.

Mandatory Sinking Fund Redemption. The Bonds maturing on July 1, 20[] are subject to mandatory sinking fund redemption, in part, prior to maturity, at a redemption price equal to the principal amount of such Bonds to be redeemed, without premium, plus accrued interest to the date of redemption, in the year and in the amounts as follows:

Year (<u>July 1</u>)	Principal <u>Amount</u>
---------------------------	----------------------------

*Maturity.

Mandatory Sinking Fund Redemption. The Bonds maturing on July 1, 20[] are subject to mandatory sinking fund redemption, in part, prior to maturity, at a redemption price equal to the principal amount of such Bonds to be redeemed, without premium, plus accrued interest to the date of redemption, in the year and in the amounts as follows:

Year (<u>July 1</u>)	Principal <u>Amount</u>
---------------------------	----------------------------

*Maturity.

SCHEDULE II

City of Port St. Lucie, Florida Special Obligation Refunding and Improvement Revenue Bonds, Series 2026

DISCLOSURE STATEMENT

[]

City of Port St. Lucie, Florida
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Port St. Lucie, Florida (the "Issuer") of the issue of bonds referred to above (the "Bonds"), J.P. Morgan Securities LLC (the "Senior Managing Underwriter"), acting on behalf of itself and as the Senior Managing Underwriter of BofA Securities, Inc. and PNC Capital Markets LLC (collectively, the "Underwriters"), has agreed to underwrite a public offering of the Bonds. Arrangements for underwriting the Bonds will include a Bond Purchase Contract the Issuer and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the issuance of the Bonds are set forth on Schedule I attached hereto.

(b) There are no "finders," as that term is defined in Section 218.386, Florida Statutes, connected with the issuance of the Bonds.

(c) The amount of the Underwriters' discount expected to be realized with respect to the Bonds is \$_____ per \$1,000 (\$_____) which includes \$_____ per \$1,000 (\$_____) for average takedown and \$_____ per \$1,000 (\$_____) for expenses.

(d) Except for the Underwriters' counsel fee set forth on Attachment I, no other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Bonds to any person not regularly employed or retained by the Underwriters.

(e) The name and address of the Senior Managing Underwriter is set forth below:

J.P. Morgan Securities LLC
100 North Tampa Street, Suite 3300
Tampa, Florida 33602

(f) The Issuer is proposing to issue the Bonds to (i) finance various costs related to the SE Floresta Drive Roadway Improvements, the Public Works Building Project, and the Paar Roundabouts Project, and (il) pay the costs of issuance of the Bonds, all as further described in the Bond Resolution.

The Bonds are expected to be repaid over a period of approximately [] years (from the date of Closing). At a true interest cost rate of [] %, total interest paid over the life of the Bonds will be \$[].

Based on representations of the Issuer, it is our understanding that the Bonds will be payable solely by a covenant of the Issuer to budget and appropriate from Non-Ad Valorem Revenues amounts sufficient to pay the principal of and interest on the Bonds, in the manner provided in the Bond Resolution. The Bonds carry an average annual debt service of approximately \$[]. Assuming the Issuer pays debt service on the Bonds from the Non-Ad Valorem Revenues, such funds equal to an average of \$[] that will not be available to finance the other services of the Issuer each year that the Bonds will be outstanding, which is approximately [] years. Notwithstanding the foregoing, we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the above-described calculations to be correct, we do not warrant them to be so.

We understand that the Issuer does not require any further disclosure from the Underwriters, pursuant to Sections 218.385(2), (3) and (6), Florida Statutes.

[Signature Page Follows on Immediately Succeeding Page]

[SIGNATURE PAGE TO DISCLOSURE STATEMENT]

Very truly yours,

J.P. Morgan Securities LLC, as Senior Managing
Underwriter of the Underwriters

By: _____

Name: Frank Leto

Title: Vice President

ATTACHMENT 1

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS

	<u>Total</u>
Underwriter's Counsel	
DTC	
CUSIP	
IPREO	
Dayloan	
Investor Presentation	
Miscellaneous	
TOTAL	<u>\$</u>

EXHIBIT A

**FORM OF AFFIDAVIT OF COMPLIANCE
WITH ANTI-HUMAN TRAFFICKING LAWS**

State of _____

County of _____

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of J.P. Morgan Securities LLC (the “Senior Managing Underwriter”), hereby attests under penalty of perjury that, the Senior Managing Underwriter, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking.”

The undersigned is authorized to execute this affidavit on behalf of the Senior Managing Underwriter.

Date: [____], 2026

Signed: _____

Entity: J.P. Morgan Securities LLC

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me by means of [☐] physical presence or [☐] online notarization this ____ day of _____, 2026, by _____, _____ of J.P. Morgan Securities LLC. He/She is [☐] personally known to me or has produced [☐] _____ as identification.

Signature of Notary Public

(Notary Seal)

Print Name of Notary Public

EXHIBIT B

FORM OF ISSUE PRICE CERTIFICATE

\$[_____]

CITY OF PORT ST. LUCIE, FLORIDA SPECIAL OBLIGATION REVENUE BONDS, SERIES 2026A

The undersigned, on behalf of J.P. Morgan Securities LLC (the "Senior Managing Underwriter"), acting on behalf of itself and as the Senior Managing Underwriter of BofA Securities, Inc. and PNC Capital Markets LLC (collectively, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. [Alternative 1¹ – All Maturities Use General Rule: ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, 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.][Alternative 2² – Select Maturities Use General Rule: ***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 [Bonds] [Hold-the-Offering-Price Maturities].

(a) [Alternative 1³ – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Bonds 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.][Alternative 2⁴ – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group 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) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) the Senior Managing Underwriter would retain the unsold Bonds of each Maturity and not allocate

¹ If Alternative 1 is used, delete the remainder of paragraph 1 and all of paragraph 2 and renumber paragraphs accordingly.

² If Alternative 2 is used, delete Alternative 1 of paragraph 1 and use each Alternative 2 in paragraphs 2(a) and (b).

³ If Alternative 1 is used, delete all of paragraph 1 and renumber paragraphs accordingly.

⁴ Alternative 2(a) of paragraph 2 should be used in conjunction with Alternative 2 in paragraphs 1 and 2(b).

any such Bonds to any other Underwriter, (ii) for each Maturity of the Bonds, the Senior Managing Underwriter would neither offer nor sell any of the unsold 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 (iii) 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. Pursuant to such agreements, the Senior Managing Underwriter has not offered or sold any Maturity of the unsold Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule]: As set forth in the Bond Purchase Contract, the members of the Underwriting Group have agreed in writing that, (i) the Senior Managing Underwriter would retain the unsold Bonds of each Hold-the-Offering-Price Maturity and not allocate any such Bonds to any other Underwriter, (ii) for each Maturity of the Hold-the-Offering-Price Maturities, the Senior Managing Underwriter would neither offer nor sell any of the unsold 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 (iii) 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. Pursuant to such agreements, the Senior Managing Underwriter has 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 during the Holding Period.]

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 Hold-the-Offering-Price Maturity, 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 ([DATE]), or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

Issuer means City of Port St. Lucie, Florida.

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.

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.

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 [DATE].

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 Senior Managing Underwriter's 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 Nabors Giblin & Nickerson, P.A. in connection with rendering its opinion that the interest on the 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.

J.P. Morgan Securities LLC, as Senior Managing
Underwriter of the Underwriters

By: _____
Name: Frank Leto, Vice President

Date: _____, 2026

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES

Maturity (<u>July 1</u>)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Price</u>	<u>Yield</u>
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*Yield and Price calculated to the first optional call date of July 1, _____.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATIONS
(Attached)