

This Summary of Terms and Conditions is not a commitment or an offer to lend and does not create any obligation on the part of the Bank. The Bank will not be deemed to extend any commitment to the Borrower unless and until a formal commitment letter is issued. This outline is only a brief description of the principal terms of the suggested loan and is intended for discussion purposes only.

**CITY OF MIAMI, FLORIDA
SUMMARY OF TERMS AND CONDITIONS**

June 11, 2014

Borrower	The City of Miami, Florida (the "City" or the "Borrower")
Bank	PNC Bank, National Association (the "Bank")
Amount	Subject to credit approval and documentation, PNC proposes to provide a Tax-Exempt Non-Bank Qualified Fixed Rate Bank Loan for up to \$22,000,000.00 (the "Loan" or "Facility")
Purpose	The proceeds of the Loan will be used to current refund all of the outstanding Special Obligation Bonds, Series 2002A (\$13,255,000) and to current refund a portion of the outstanding Special Obligations Bonds, Series 2002C (\$7,430,000) and to pay the costs of issuance. This offering is for a private placement on the Bank's balance sheet (no CUSIP number).
Collateral	The loan will be secured by and payable from the Pledged Revenues, as per the Resolution, which consists of 1) Covenant Revenues deposited into the Sinking Fund established by the Resolution and 2) income received from the investment of moneys deposited in the funds and accounts established under the Resolution. Covenant Revenues means the legally available non-ad valorem revenues budgeted and appropriated to pay the principal of, redemption premium, if any, and interest on the bonds pursuant to Section 6.03 entitled Covenant to Budget and Appropriate.
Amortization, Interest & Maturity	Interest will be payable semi-annually each January 1 and July 1 with the first interest payment due on January 1, 2015. Principal will be payable annually on July 1 each year with the first principal payment on July 1, 2015. Interest day count method will be 30/360. Final maturity will be July 1, 2026 and principal amortization will remain as per (or similar to) what is offered in the RFP.

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Summary of Terms and Conditions

Indicative Fixed Interest Rate:

This rate is indicative as of 6.11.2014 and the final rate will be set, based on the Banks COF, three days prior to the funding date:

Indicative Tax-Exempt NBQ Fixed Interest Rate*:

Approx. 12 Year Term (July 1, 2026 Maturity Date) 3.389%

*At the request of the Borrower and/or the Financial Advisor, the bank will update this indicative fixed rate at any time. Alternatively, if the Borrower wishes to lock an indicative rate at any time, the rate will be updated by the Bank and a Rate Lock Letter, together with an approving Resolution, can be executed.

Default Rate

Prime + 3.00% or maximum allowable by law, whichever is less.

Non-Investment Grade Pricing

Rating from two or more rating agencies (Moody's, S&P and Fitch)	Pricing
BBB/Baa2 or better	Proposed pricing
BBB-/Baa3	Proposed pricing plus 25bps
Below BBB-/Baa3	Proposed pricing plus 50 bps

Prepayment

Prepayment at anytime within the guidelines of the Bank's Standard Make Whole provisions. The Bank requires no less than 5 business days written advance notice of prepayment. Further, the Bank will have the first right to mandate the chronological order of the maturities being prepaid or the right to mandate prepayments on a pro-rata basis.

Yield Protection

If an event of taxability occurs due to action (or inaction) caused by the Borrower, the interest rate charged on the outstanding principal balance of the Loan shall, effective as of and after the date of the occurrence of such event of taxability, be increased to, calculated and recalculated at the taxable equivalent rate from the date of the determination of taxability

Covenants

Affirmative and negative covenants will be specified by the Bank for inclusion in the Agreement including but not limited to the following:

1. Covenant to Budget and Appropriate as defined in the Resolution

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2. Anti-Dilution Test as defined in the Resolution (Article IX, Section 9.01)

Expenses

All expenses incurred by the Bank shall be paid by the Borrower. These include, but are not limited to, fees and expenses of legal counsel (inside and outside) and any other expenses in connection with documenting, closing, monitoring or enforcing the Loans and shall be payable at closing or otherwise on demand. Payment by Borrower of expenses described above shall not be contingent upon the closing of the Loan. Legal fees will be for the account of the Borrower after documentation of the transaction has started, regardless of whether the transaction closes. Mr. Mike Williams of Akerman LLP would serve as bank counsel and review-only (i.e. no opinion) fees will be no greater than \$9,000.

**Representations
And Warranties**

The Borrower shall make representations and warranties standard for this type of transaction, in form and substance satisfactory to the Bank.

Conditions Precedent

Including, but not limited to, the following all of which shall be in form and substance satisfactory to the Bank:

- 1) All documentation relating to the Loan in form and substance satisfactory to the Bank.
- 2) Prior to issuance, the completion of an Anti Dilution Test Compliance Certificate (i.e. if any new or refunded issuances).
- 3) Satisfactory review of other agreements relating to the Loan.
- 4) Evidence that Borrower is authorized to enter into this transaction.
- 5) No material adverse change in the condition, financial or otherwise, operations, properties, assets or prospects of the Borrower.
- 6) No material threatened or pending litigation against the Borrower or additional material contingent obligations of the Borrower.
- 7) Delivery of opinions of counsel.
- 8) Payment of all legal fees.
- 9) Opinions satisfactory to the Bank.

**Reporting
Requirements**

Annual audited financial statements for the borrower within 210 days of the Borrower's fiscal year end.

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Annual continuing disclosure as it relates to the Anti Dilution Test and minimum threshold demonstration prior to any new or refunded issuances.

Budgets, forecasts and other items as may be reasonably requested by the Bank which are prepared by the Borrower and submitted to the Bank no later than the first day of each Fiscal Year.

Events of Default

- 1) Payment default.
- 2) Breach of Representations or Warranties.
- 3) Violation of covenant(s).
- 4) Bankruptcy, insolvency.
- 5) Cross Default to other CBA indebtedness or any condition which results in the acceleration of other indebtedness of the Borrower.
- 6) Loan documents unenforceable.
- 7) Adverse judgments.
- 8) Cessation of business.
- 9) Default under governing loan documents.

Other Events of Default as appropriate, including the right to accelerate.

Documentation

Resolution and other loan documents in form and substance satisfactory to the Bank must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Bank's opinion and specified by the Bank.

Governing Law

State of Florida. Consent to Florida Jurisdiction. Waiver of jury trial.

Indemnification

Standard indemnification of the Bank by the Borrower will apply.

Underwriting

Should PNC be appointed the winner of this RFP, the Bank requires a minimum of 2 weeks for the formal underwriting process from the appointed date.

Expiration

This proposal expires August 1, 2014 and the Facility must close no later than this date unless otherwise extended by the Bank in writing. If applicable, Rate Lock Letter provisions will also apply.