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BREVARD COUNTY, FLORIDA
Solid Waste Management System Revenue Bonds, Series 2023

PURCHASE CONTRACT

[August 22, 2023]

Board of County Commissioners of
Brevard County
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc., on behalf of itself (the "Senior Managing Underwriter"), in its capacity as agent and representative of itself and Truist Securities, Inc. (collectively, the "Underwriters"), offers to enter into this Purchase Contract with Brevard County, Florida (the "County"), subject to written acceptance hereof by the County at or before 11:00 p.m., New York time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Senior Managing Underwriter upon notice delivered to the County at any time prior to the acceptance hereof by the County.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the County, and the County hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the \${principal} aggregate principal amount of the Brevard County, Florida Solid Waste Management System Revenue Bonds, Series 2023 (the "Series 2023 Bonds"). The Series 2023 Bonds shall be dated as of the date of their delivery, and shall be payable in the years and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2023 Bonds is payable semi-annually on March 1 and September 1 of each year, commencing March 1, 2024. The purchase price for the Series 2023 Bonds shall be \$_____ (representing the par amount of the Series 2023 Bonds of \${principal}.00 plus[less] an[net] original issue premium[discount] of \$_____ and less an Underwriters' discount of \${discount}).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

The Series 2023 Bonds are being issued under the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 67-1146, Laws of Florida, Chapter 70-594, Laws of Florida, the Charter of the County, Chapter 94 of Part II of the Code of Ordinances of the County (the "Solid Waste Ordinance"), other applicable provisions of law and Resolution No. 2023-____ adopted by the Board of County Commissioners of the County (the "Board") on _____, 2023 (the "Master

Resolution”), particularly as supplemented by Resolution No. 2023-____, adopted by the Board on _____, 2023 (the “Supplemental Resolution” and together with the Master Resolution, the “Resolution”). All capitalized undefined terms used herein shall have the meanings ascribed to them in the Resolution.

The payment of the principal of or Redemption Price, if applicable, and interest on the Series 2023 Bonds shall be secured solely by a lien upon and a pledge of (i) the Net Revenues, (ii) the Impact Fees, and (iii) until applied in accordance with the Resolution, all moneys, including investments thereof, in certain funds and accounts created under the Resolution (collectively, the “Pledged Funds”) [on parity with the County’s Outstanding Brevard County, Florida Solid Waste Management System Revenue Bond, Series 2016].

The Series 2023 Bonds are being issued to provide funds to (i) finance a portion of the costs of improving and upgrading the County’s Solid Waste System (as defined herein), and (ii) pay certain expenses related to the issuance and sale of the Series 2023 Bonds.

2. Delivery of Official Statement and Other Documents.

(a) Prior to the date hereof, the County has provided to the Underwriters for their use the Preliminary Official Statement dated August __, 2023 that the County deemed "final" (as required by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12" or the "Rule") as of its date (the "Preliminary Official Statement"), except for certain permitted omissions (the "Permitted Omissions"), as contemplated by the Rule in connection with the pricing of the Series 2023 Bonds. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The County hereby confirms that the Preliminary Official Statement was deemed "final" as of its date, except for the Permitted Omissions.

(b) The County shall deliver, or cause to be delivered, at its expense, to the Underwriters within seven (7) business days after the date hereof, and at least three (3) business days prior to the date the Series 2023 Bonds are delivered to the Underwriters, or within such other period as may be prescribed by the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer (i) sufficient copies of the final Official Statement (the "Official Statement") to enable the Underwriters to fulfill their obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriters, and (ii) an executed original counterpart or certified copy of the Official Statement and the Resolution. In determining whether the number of copies to be delivered by the County are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriters to comply with the requirements of Rule 15c2-12, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under Florida and federal securities laws generally. The County shall execute the Official Statement by an authorized officer of the County. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by the Rule, the County shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Senior Managing Underwriter. The County hereby agrees to deliver to the Underwriters an electronic copy of the Official Statement in a form that permits the

Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the Securities and Exchange Commission.

The Senior Managing Underwriter agrees to file the Official Statement with the MSRB (accompanied by a completed Form G-32) as required by MSRB Rule G-32.

The County authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Official Statement, the Official Statement and the Resolution in connection with the public offering and sale of the Series 2023 Bonds. The County hereby ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale. The Underwriters agree that they will not confirm the sale of any Series 2023 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than 25 days following the end of the underwriting period), if any event occurs which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the County shall notify the Senior Managing Underwriter and if, in the reasonable opinion of the County or the reasonable opinion of the Senior Managing Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the County, at its expense (unless such event was caused by the Underwriters), and promptly will prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2023 Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Senior Managing Underwriter. The County will promptly notify the Senior Managing Underwriter of the occurrence of any event of which it has knowledge, which, in its reasonable opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2023 Bonds are hereinafter included within the term "Official Statement." Unless otherwise provided in writing by the Senior Managing Underwriter to the County on the date of Closing that the Underwriters retain directly, or as a member of an underwriting syndicate, an unsold balance of the Series 2023 Bonds, the end of the underwriting period shall be the date of Closing, but in no event later than 90 days after the Closing.

(d) In order to assist the Underwriters in complying with the Rule, the County will undertake, pursuant to the Continuing Disclosure Certificate dated as of the date of the Closing (or such other date as determined by the County) (the "Continuing Disclosure Certificate"), to provide annual financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Certificate is set forth in, and a form of such agreement is attached as an appendix to, the Preliminary Official Statement and the Official Statement.

3. Authority of the Senior Managing Underwriter. The Senior Managing Underwriter has been duly authorized to execute this Purchase Contract and has been duly authorized to act hereunder by and on behalf of the other Underwriters and neither the Underwriters nor any "persons" or "affiliates" thereof have been on the "convicted vendor list" during the past 36 months as all such terms are defined in Section 287.133, Florida Statutes.

4. Public Offering. The Underwriters agree to make an initial bona fide offering to the public (excluding underwriters or persons related to them) of all of the Series 2023 Bonds at prices not in excess of the initial public offering price or prices (or not below the yields) set forth on the inside cover page of the Official Statement. If such public offering does not result in the sale of all the Series 2023 Bonds, the Series 2023 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2023 Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters. On [closing date] (the "Closing"), the Senior Managing Underwriter shall deliver to the County a Certificate of Underwriter Regarding Issue Price, on behalf of the Underwriters, in a form reasonably acceptable to Bond Counsel.

5. Establishment of Issue Price.

(a) The Senior Managing Underwriter, on behalf of the Underwriters, agrees to assist the County in establishing the issue price of the Series 2023 Bonds and shall execute and deliver to the County at Closing an "issue price" or similar certificate, together with reasonable supporting documentation for such certification, substantially in the form attached hereto as Exhibit D, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Senior Managing Underwriter, the County and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2023 Bonds.

(b) [Except for the Hold-the-Offering-Price maturities set forth in Schedule A to Exhibit D attached hereto,] the County will treat the first price at which 10% of each maturity of the Series 2023 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).

(c) [The Senior Managing Underwriter confirms that the underwriters have offered the Hold-the-Offering Price maturities to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A to Exhibit D attached hereto, except as otherwise set forth therein. Schedule A to Exhibit D sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2023 Bonds for which the 10% test has not been satisfied (the Hold-the-Offering-Price Maturities) and for which the County and the Senior Managing Underwriter, on behalf of the Underwriters, agree that (i) the Senior Managing Underwriter will retain all unsold Series 2023 Bonds of each maturity for which the 10% test has not been satisfied and not allocate any such Series 2023 Bonds to any other Underwriter and (ii) the restrictions set forth in the next sentence shall apply, which will allow the County to treat the

initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2023 Bonds, the Senior Managing Underwriter will neither offer nor sell unsold Series 2023 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:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the underwriters have sold at least 10% of that maturity of the Series 2023 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Senior Managing Underwriter shall promptly advise the County or the County's municipal advisor when the underwriters have sold 10% of that maturity of the Series 2023 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The County acknowledges that, in making the representation set forth in this subsection, the Senior Managing Underwriter will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, 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 Series 2023 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2023 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold the offering price rule 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 agreement regarding the hold-the-offering-price rule as applicable to the Series 2023 Bonds.

(d)] The underwriters acknowledge that sales of any Series 2023 Bonds to any person that is a related party to the underwriters 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;
- (2) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2023 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person

described in clause (A) to participate in the initial sale of the Series 2023 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2023 Bonds to the public);

(3) a purchaser of any of the Series 2023 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) 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), (ii) 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 (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

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

6. Security Deposit. The Senior Managing Underwriter has delivered herewith to the County an amount equal to \$_____ (_____ Dollars) (calculated as 1% of the estimated principal amount of the Series 2023 Bonds as reflected in the Preliminary Official Statement) by wire transfer to the County as a good faith deposit (the "Good Faith Deposit"). In the event that the County does not accept this offer, such Good Faith Deposit shall be immediately returned to the Senior Managing Underwriter. If the offer made hereby is accepted, the County agrees to hold the Good Faith Deposit until the Closing as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2023 Bonds at the Closing, and, in the event of their compliance with such obligation, upon Closing, the Good Faith Deposit shall be applied as a credit against the purchase price otherwise due. In the event of the County's failure to deliver the Series 2023 Bonds at the Closing, or if the County shall be unable to satisfy the conditions of Closing contained herein, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract (other than resulting from a failure of the Senior Managing Underwriter to deliver the certificate required by Paragraph 4 hereof), such Good Faith Deposit shall be immediately returned to the Senior Managing Underwriter and such return shall constitute a full release and discharge of all claims by the Underwriters arising out of the transactions contemplated hereby. In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2023 Bonds at the Closing, or if this Purchase Contract is terminated because of the failure of the Senior Managing Underwriter to deliver the certificate required by Paragraph 4 hereof, such Good Faith Deposit shall be retained by the County as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such retention shall constitute a full release and discharge of all claims by the County against the Underwriters arising out of the transactions contemplated hereby. The Underwriters and the County understand that in such event the County's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the County's actual damages are less than such amount, and the County's

acceptance of this offer shall constitute waiver of any right the County may have to additional damages from the Underwriters.

7. County Representations, Warranties, Covenants and Agreements. The County represents and warrants to and covenants and agrees:

(a) The County is a political subdivision of the State of Florida (the "State"), duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2023 Bonds to the Underwriters as described herein; to provide funds to finance the cost of the 2023 Project; to have adopted the Resolution; to have accepted this Purchase Contract; to execute and deliver the Continuing Disclosure Certificate and to execute the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements, resolutions and ordinances.

(b) By official action of the County taken prior to or concurrently with the acceptance hereof, the County has duly adopted the Resolution and the Resolution is in full force and effect, and has not been amended, modified or rescinded; the County has duly authorized and approved the execution and delivery of, and the performance by the County of its obligations contained in the Series 2023 Bonds, the Continuing Disclosure Certificate and this Purchase Contract, and the consummation by it of all other transactions contemplated by the Resolution, the Official Statement, the Continuing Disclosure Certificate, and this Purchase Contract to have been performed or consummated at or prior to the date of Closing, and the County is in compliance with the provisions of the Resolution. Further, the consent requirements of Section 4 of the Resolution have been satisfied. Therefore, Resolution No. 97-281, duly adopted by the Board of County Commissioners of the County on November 25, 1997, is of no further effect and has been amended and restated by the Resolution.

(c) By official action of the County taken prior to the acceptance hereof, the County has duly adopted the Solid Waste Ordinance, Resolution No. 21-93 (Gate Charges Resolution), Resolution No. 21-94 (Impact Fees Resolution) and Resolution No. 22-077 (Assessments Resolution) (collectively, the "Rate Instruments"). The Rate Instruments are in full force and effect, and have not been amended, modified or rescinded; and the County is in compliance with the provisions of the Rate Instruments.

(d) When delivered to and paid by the Underwriters in accordance with the terms of this Purchase Contract, the Series 2023 Bonds will have been duly and validly authorized, executed, issued and delivered, the Resolution will have been duly adopted and each such instrument will constitute a legal, valid and binding limited obligation of the County 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, and will be entitled to the benefits of the Resolution.

(e) The County is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing

which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the County including the County's receipts of the Pledged Funds in the amount contemplated by the Official Statement; and the execution and delivery of the Series 2023 Bonds, the Continuing Disclosure Certificate and this Purchase Contract and the adoption of the Resolution and the Rate Instruments, and compliance with the provisions on the County's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the County is a party or to which the County or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the County under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2023 Bonds and the Resolution.

(f) The County is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor. The County has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The County does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2023 Bonds because the County is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the County have been pledged or used to pay such securities or the interest thereon.

(g) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to or the absence of which would materially adversely affect the financial condition of the County or the due performance by the County of its obligations under this Purchase Contract, the Resolution, the Continuing Disclosure Certificate and the Series 2023 Bonds have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2023 Bonds or approvals, consents and orders: (i) described in the Official Statement as not having been obtained, or (ii) not of material significance or customarily granted in due course after application therefor and expected to be obtained without material difficulty or delay.

(h) The Series 2023 Bonds, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriters as provided herein and in accordance with the provisions of the Resolution, will be duly and validly authorized, executed, issued and delivered and will be legal, valid and binding obligations of the County, enforceable in accordance with their terms and the terms of the Resolution (subject to and limited by bankruptcy, insolvency, reorganization, moratorium, and similar laws in each case relating to or affecting the enforcement of creditor's rights generally, and other general principles of equity), and the Resolution will provide, for the benefit of the holders from time to time of the Series 2023 Bonds, a legally valid and binding pledge of and lien on the Pledged Funds and certain funds and accounts created in the Resolution, subject to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(i) The County has reviewed the information in the Preliminary Official Statement. Except for the information provided by The Depository Trust Company ("DTC") (as to which no view is expressed) and information contained under the caption "UNDERWRITING", which is provided by the Underwriters (as to which no view is expressed), the Preliminary Official Statement was, as of the date thereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Official Statement prepared and furnished by the County pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) The Series 2023 Bonds, the Resolution, and the Continuing Disclosure Certificate conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, since September 30, 2022 the County will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to potential holders of the Series 2023 Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the County or its properties or other assets.

(l) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the County, threatened, against or affecting the County or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2023 Bonds or the collection of the Pledged Funds pledged to pay the principal of and interest on the Series 2023 Bonds, or which seeks to prohibit, restrain or enjoin the construction of the 2023 Project, or which in any way contests or affects the validity or enforceability of the Series 2023 Bonds, the Resolution, this Purchase Contract and the Continuing Disclosure Certificate or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the County, or which contests the tax-exempt status of the interest on the Series 2023 Bonds as described in the Preliminary Official Statement and the Official Statement, or which contests the power of the County or any authority or proceedings for the issuance, sale or delivery of the Series 2023 Bonds or this Purchase Contract, nor, to the best knowledge of the County, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2023 Bonds, the Resolution, the Continuing Disclosure Certificate or this Purchase Contract.

(m) The County will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Series 2023 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the

Underwriters may designate, and/or (ii) to determine the eligibility of the Series 2023 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2023 Bonds; provided that the County shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject or require it to qualify to do business and any expense related to the foregoing shall be borne by the Underwriters.

(n) The County will advise the Underwriters promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the consent of the Underwriters. The County will advise the Underwriters 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 Series 2023 Bonds.

(o) Except as disclosed in the Preliminary Official Statement and the Official Statement, in the past five years, the County has complied in all material respects with its previous undertakings to provide continuing disclosure information pursuant to the Rule.

(p) The County has the authority to construct the 2023 Project.

(q) The financial statements of the County as of September 30, 2022 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the County as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Senior Managing Underwriter, there has not been any materially adverse change in the financial condition of the County or in its operations since September 30, 2022 and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(r) Any certificates executed by any officer of the County and delivered to the Underwriters pursuant hereto or in connection herewith shall be deemed a representation and warranty of the County as to the accuracy of the statements therein made.

8. The Closing. At 11:00 a.m., New York time, on the date of Closing, or at such other time or date to which the County and the Senior Managing Underwriter may mutually agree, the County will, subject to the terms and conditions hereof, deliver the Series 2023 Bonds in book-entry form to the account of the Underwriters, at the facilities of DTC in New York, New York, or agents thereof, or such other location as determined by the Senior Managing Underwriter and agreed to by the County, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the aggregate purchase price of the Series 2023 Bonds as set forth in Paragraph 1 hereof in Federal Funds to the County. The County shall cause CUSIP identification numbers to be printed on the Series 2023 Bonds, but neither the failure to print such number on any Series 2023 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Series 2023 Bonds in accordance with the terms of this Purchase Contract. The Closing shall occur at the offices of the County in Brevard, Florida, or such other place to which the County and the Underwriters shall have mutually

agreed. The Series 2023 Bonds shall be made available to the Underwriters no less than 24 hours before the Closing for purposes of inspecting and packaging. The Series 2023 Bonds shall be prepared and delivered as fully registered Series 2023 Bonds registered in such names and denominations as the Underwriters shall so designate to the County not less than one day prior to the Closing.

9. Closing Conditions. The Senior Managing Underwriter, on behalf of itself and the other Underwriters, has entered into this Purchase Contract in reliance upon the representations, warranties, covenants and agreements of the County contained herein and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the County of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2023 Bonds shall be conditioned upon the performance by the County of its obligations to be performed hereunder, and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations, warranties, covenants and agreements of the County contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of Closing, the Resolution, the Rate Instruments, this Purchase Contract and the Continuing Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented since the date hereof, and the Official Statement as delivered to the Underwriters shall not have been supplemented or amended, except in any such case as may have been approved by the Senior Managing Underwriter;

(c) At the time of the Closing, all official action of the County relating to this Purchase Contract, the Series 2023 Bonds, the Resolution, the Rate Instruments and the Continuing Disclosure Certificate taken shall be in full force and effect and shall not have been amended, modified or supplemented, except for amendments, modifications or supplements which have been approved by the Senior Managing Underwriter prior to the Closing;

(d) At the time of the Closing, except as contemplated by the Official Statement, there shall have been no material adverse change in the financial condition of the County;

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

(1) An opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida ("Bond Counsel"), dated the date of the Closing and addressed to the County, in substantially the form attached as Appendix D to the Official Statement and a reliance letter pertaining to such opinion addressed to the Underwriters.

(2) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriters, in such form as is mutually and reasonably acceptable to

the County and the Underwriters, (i) to the effect that the statements contained in the Official Statement under the captions "INTRODUCTION", "DESCRIPTION OF THE SERIES 2023 BONDS" (excluding the information thereunder relating to DTC and its system of book-entry registration) and "SECURITY FOR THE SERIES 2023 BONDS" insofar as such information purports to summarize portions of the Resolution and the Series 2023 Bonds, constitute a fair summary of those portions purported to be summarized therein, and the information under the caption "TAX MATTERS" is accurate (all such opinions referred to in this clause (i) exclude financial, statistical and demographic information contained in such Official Statement and information related to DTC), (ii) to the effect that the Series 2023 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and (iii) to the effect that the Resolution is not required to be qualified under the Trust Indenture Act of 1939, as amended.

(3) An opinion, dated the date of the Closing and addressed to the County, the Underwriters and Bond Counsel, of the County Attorney, in substantially the form attached hereto as Exhibit C.

(4) An opinion, dated the date of the Closing and addressed to the County, of Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel, in form and substance satisfactory to the County and the Underwriters, and a reliance letter pertaining thereto addressed to the Underwriters, including an opinion that the Continuing Disclosure Certificate satisfies the requirements of Section (b)(5)(i) of the Rule for an undertaking to provide certain annual financial information and event notices to various information repositories as required by the Rule.

(5) A certificate dated the date of Closing and signed by the Chair or Vice Chair of the County and the Clerk or Deputy Clerk of the County, or such other official satisfactory to the Underwriters, and in form and substance satisfactory to the Underwriters, to the effect that (A) the representations, warranties and covenants of the County contained herein are true and correct to the best of his knowledge and belief in all material respects and are complied with as of the date of Closing, the Series 2023 Bonds, as executed and delivered, are in substantially the form approved by the Board in the Resolution; (B) such officials have no knowledge or reason to believe that the Official Statement as of its date, and as of the date of Closing (other than the information provided by DTC and information provided by the Underwriters under the caption "UNDERWRITING" as to which no certification need be given) contains any untrue statement of a material fact or omits to state a material fact which should be included therein for purposes for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; (C) the County has authorized by all necessary action the adoption and due performance of the Resolution and all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the County's execution, delivery and due performance of the Series 2023 Bonds the Continuing Disclosure Certificate, the Purchase Contract, and any and all such other agreements and documents as may be required to be executed,

delivered and received by the County to carry out, give effect to and consummate the transactions contemplated by the final Official Statement, have been obtained or effected; (D) (i) since September 30, 2022, no material and adverse change has occurred in the financial position or results of operations of the County except as set forth in or contemplated by the Official Statement, (ii) the County has not, since September 30, 2022, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement, and (iii) since September 30, 2022, no material adverse change has occurred in the collection of the gate charges, rates, Assessments, and Impact Fees by the County; (E) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before any court, government agency, public board or body, pending or threatened against the County, (i) to restrain or enjoin the issuance, sale or delivery of the Series 2023 Bonds, or in any way contesting or affecting any authority for the issuance of the Series 2023 Bonds, the Resolution, the Rate Instruments, or the execution and delivery of the Continuing Disclosure Certificate or the sale of the Series 2023 Bonds; (ii) questioning, contesting or affecting the corporate existence or powers of the County or the Board or the entitlement to office of the officers thereof; (iii) to restrain or enjoin the collection of the funds pledged or to be pledged to pay the principal of, premium, if any, and interest on the Series 2023 Bonds; (iv) which may result in any material adverse change in the business, properties, assets or the financial condition of the County; (v) asserting that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (vi) prohibiting, restraining or enjoining the construction of the 2023 Project; or (vii) which involves the possibility that a judgment or liability, not fully covered by insurance or adequate established reserves, may be entered or imposed against the County; (F) the County is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor and while the County has not undertaken an independent review or investigation of securities for which it has served as conduit issuer, the County does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2023 Bonds because the County is not obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the County have been pledged or used to pay such securities or the interest thereon; (G) no default under the Resolution has occurred and is continuing, the County is not in material breach of the covenants and obligations assumed under the Resolution, and all payments required to be made in the funds and accounts provided under the Resolution, if any, have been made to the full extent required; (H) all provisions regarding any amounts to be rebated to the United States government have been complied with and provisions have been made for the payment of the rebate amounts which will become due on outstanding debt of the County, and there is not an unfunded materially significant arbitrage rebate liability of the County owing the Internal Revenue Service; (I) other than as disclosed in the Official Statement, the County has not failed to comply in the past five years in all

material respects with any prior agreement to provide continuing disclosure information pursuant to the Rule; (J) no event affecting the County 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 be disclosed therein in order to make the statements and information therein not misleading in any material respect (except for the information relating to DTC and its book-entry system of registration, the information contained under the caption "TAX MATTERS" and information provided by the Underwriters under the caption "UNDERWRITING" as to which no view need be expressed); and (K) the financial statements and the other historical financial and statistical data relating to the County included in the Official Statement are true and correct as of the date of such information included in the Official Statement.

(6) Certified copies of the Resolution and the Rate Instruments.

(7) Executed copies of the Continuing Disclosure Certificate and this Purchase Contract.

(8) Evidence that S&P Global Ratings ("S&P") and Moody's Investors Service, Inc. ("Moody's") have issued ratings of "___" and "___", respectively, with respect to the Series 2023 Bonds.

(9) A certificate of an authorized representative of U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida (the "Bank"), as Registrar and Paying Agent, to the effect that (A) the Bank is a national bank duly organized, validly existing and in good standing under the laws of the United States of America and is duly authorized to exercise trust powers in the State of Florida, (B) the Bank has all requisite authority, power, licenses, permits and franchises, and has full corporate power and legal authority to execute and perform its functions under the Resolution, and any registrar and payment agent agreement, (C) the performance by the Bank of its functions under the Resolution will not result in any violation of the Articles of Association or Bylaws of the Bank, any court order to which the Bank is subject or any agreement, indenture or other obligation or instrument to which the Bank is a party or by which the Bank is bound, and no approval or other action by any governmental authority or agency having supervisory authority over the Bank is required to be obtained by the Bank in order to perform its functions under the Resolution, (D) to the best of such authorized representative's knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending or, to his or her knowledge, threatened against or affecting the Bank wherein an unfavorable decision, ruling or finding on an issue raised by any party thereto is likely to materially and adversely affect the ability of the Bank to perform its obligations under the Resolution and any registrar and paying agent agreement and (E) the Series 2023 Bonds have been authenticated in accordance with the terms of the Resolution.

(10) Evidence that the County has deemed the Preliminary Official Statement "final" as of its date for purpose of the Rule, except for "permitted omissions."

(11) [Evidence satisfactory to Bond Counsel that the County has satisfied the conditions precedent contained in the Resolution to the issuance of the Series 2023 Bonds as "Additional Bonds."]

(12) Such additional legal opinions, certificates, instruments and other documents as the Senior Managing Underwriter may reasonably request.

All of the evidence, opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Senior Managing Underwriter with such exceptions and modifications as shall be approved by the Senior Managing Underwriter and as shall not in the reasonable opinion of the Senior Managing Underwriter materially impair the investment quality of the Series 2023 Bonds.

If the County shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2023 Bonds contained in this Purchase Contract, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2023 Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the County shall be under any further obligation hereunder, except that the County shall return the Good Faith Deposit referred to in Paragraph 6 and the respective obligations of the County and the Underwriters set forth in Paragraph 11 hereof shall continue in full force and effect.

10. Termination. The Senior Managing Underwriter may terminate this Purchase Contract, without liability therefor, by notification to the County, if at any time subsequent to the date of this Purchase Contract at or prior to the Closing, if any of the following events occur:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or adopted by either House thereof or a decision by a court of the United States shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Series 2023 Bonds in the hands of the holders thereof, which in the reasonable opinion of the Senior Managing Underwriter would materially adversely affect the market price of the Series 2023 Bonds;

(b) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the reasonable opinion of Counsel to the Underwriters, has the effect of requiring the contemplated issuance or distribution of the Series 2023 Bonds to be registered under the Securities Act of 1933, as amended, or of requiring the Resolution to be qualified under the Trust Indenture Act of 1939, as amended;

(c) The United States shall become engaged in hostilities that have resulted in a declaration of war or a national emergency or any conflict involving the armed forces of the United States shall have occurred which, in the reasonable opinion of the Senior Managing Underwriter, would materially adversely affect the market price of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds;

(d) There shall be in force a general suspension of trading on the New York Stock Exchange as the result of an event affecting the national economy which, in the reasonable judgment of the Senior Managing Underwriter, would materially adversely affect the market for the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds to be purchased by them;

(e) A general banking moratorium shall have been established by federal, New York or Florida authorities which in the reasonable judgment of the Senior Managing Underwriter would materially adversely affect the market for the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds to be purchased by them;

(f) An order, decree or injunction of any court of competent jurisdiction, or any other ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, or any legislation enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Series 2023 Bonds as contemplated hereby or by the Official Statement or prohibiting the adoption or performance of the Resolution;

(g) The President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or commission of the United States, the State of Florida or the State of New York shall take or propose to take any action or implement or propose regulations, rules or legislation which, in the reasonable judgment of the Senior Managing Underwriter, would materially adversely affect the market price of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds or causes any information in the Official Statement, as then amended and supplemented, in light of the circumstances under which it appears, to be misleading in any material respect as then amended and supplemented;

(h) Any executive order shall be announced, or any legislation, ordinance, rule or regulation shall be proposed by or introduced in, or be enacted by any governmental body, department, agency or commission of the United States, the State of Florida or the State of New York, having jurisdiction over the subject matter, or a decision by any court of competent jurisdiction within the United States, within the State of Florida or the State of New York shall be rendered which, in the reasonable opinion of the Senior Managing Underwriter, would materially adversely affect the market price of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds or causes any information in the Official Statement, as then amended and supplemented, in light of the circumstances under which it appears, to be misleading in any material respect as then amended and supplemented;

(i) The occurrence of a major financial crisis, a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market which in the reasonable opinion of the Senior Managing Underwriter would materially adversely affect the market price or marketability of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds;

(j) Additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or the general suspension of trading on any national securities exchange, which in the reasonable opinion of the Senior Managing Underwriter would materially adversely affect the market price or marketability of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds;

(k) A reduction or withdrawal in the following assigned ratings, or as of the date of Closing, the failure by any of the following rating agencies to assign the following ratings, to the Series 2023 Bonds: "____" by S&P and "___" by Moody's;

(l) Any event shall have occurred or shall exist which, in the reasonable opinion of the Senior Managing Underwriter, would cause the information contained in 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, in the light of the circumstances under which they were made, not misleading as of such time and which would materially adversely affect the marketability of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds; or

(m) There shall have been any materially adverse change in the financial condition of the County that is not contemplated in the Official Statement, as then amended and supplemented, which in the reasonable opinion of the Senior Managing Underwriter, would materially adversely affect the market price or marketability of the Series 2023 Bonds or the ability of the Underwriters to enforce contracts for the sale, at the contemplated offering prices, of the Series 2023 Bonds.

11. Expenses. The Underwriters shall be under no obligation to pay, and the County shall pay, any expenses incident to the performance of the obligations of the County hereunder including, but not limited to: (a) the cost of preparation, printing or other reproduction of the Resolution; (b) the cost of preparation and printing of the Series 2023 Bonds; (c) the fees and disbursements of Bond Counsel and Disclosure Counsel; (d) the fees and disbursements of the financial advisor to the County; (e) the fees and disbursements of any experts, consultants or advisors retained by the County, including fees of the Paying Agent and Registrar; (f) fees for bond ratings; (g) the costs of preparing, printing and delivering a reasonable number of copies of the Preliminary Official Statement and the Official Statement and any supplements or amendments to either of them; (h) expenses incurred by the Underwriters on behalf of the County's employees in connection with this Purchase Contract, including but not limited to, meals, transportation, lodging, and other related expenses of those employees and representatives which payment may be in the form of inclusion of such expense in the expense

component of the Underwriters' discount; and (i) the cost of preparing, printing and delivery of this Purchase Contract.

The Underwriters shall pay: (a) all advertising expenses; (b) the cost of preparing, printing and delivery of any agreement among the Underwriters; and (c) all other expenses incurred by them or any of them in connection with the public offering of the Series 2023 Bonds, including the fees and disbursements of counsel retained by them and of all "blue sky" memorandum and related filing fees. In the event that either party shall have paid obligations of the other as set forth in this Section 10, adjustment shall be made at the time of the Closing.

12. Notices. Any notice or other communication to be given to the County under this Purchase Contract may be given by delivering the same in writing at its address set forth above to the attention of the County Attorney, and any notice or other communication to be given to the Underwriters may be given by delivering the same in writing to Raymond James & Associates, Inc., 880 Carillon Parkway, St. Petersburg, Florida 33716, Attn: Jon Eichelberger.

13. Parties in Interest. This Purchase Contract is made solely for the benefit of the County and the Underwriters and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Purchase 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) the delivery of the Series 2023 Bonds pursuant to this Purchase Contract; or (iii) any termination of this Purchase Contract but only to the extent provided by the last part of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the County hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Senior Managing Underwriter, in its sole discretion, and the approval of the Senior Managing Underwriter when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing, signed by appropriate officer or officers of the Senior Managing Underwriter and delivered to the County.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair of the Board of County Commissioners and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Florida.

19. No Advisory or Fiduciary Role. The County acknowledges and agrees that: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters is to purchase the Series 2023 Bonds for resale to investors, in an arm's length, commercial transaction between the County and the Underwriters and the Underwriters have financial and other interests that differ from those of the County; (iii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the County; (iv) the Underwriters have not assumed any advisory or fiduciary responsibility to the County with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the County on other matters); (v) the only obligations the Underwriters have to the County with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; and (vi) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. If the County would like a municipal advisor in this transaction that has legal fiduciary duties to the County, then the County is free to engage a municipal advisor to serve in that capacity. The County has engaged PFM Financial Advisors LLC, as financial advisor to the County in connection with the issuance of the Series 2023 Bonds.

[Remainder of page intentionally left blank]

Very truly yours,

Raymond James & Associates, Inc., as representative on
behalf of the Underwriters

By: _____

Name: Jon Eichelberger

Its: Managing Director

Accepted by:

BREVARD COUNTY, FLORIDA

(SEAL)

By: _____
Chairman, Board of County Commissioners

ATTEST AND COUNTERSIGNED:

By: _____
Deputy Clerk of the Circuit Court, Brevard County,
Florida and Ex-Officio Clerk of the Board of County
Commissioners of Brevard County, Florida

EXHIBIT A

**TERMS OF SERIES 2023 BONDS
MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND YIELDS**

\$ _____ Serial Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>
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*Yield to first optional redemption date of [March 1, 2033].

OPTIONAL REDEMPTION PROVISIONS

The Series 2023 Bonds or portions thereof maturing on and after September 1, _____ are subject to redemption by the County prior to maturity as a whole or in part on September 1, _____, or on any date thereafter, and if in part, from such maturities and in such amounts as the County in its discretion shall select, and by lot within a maturity if less than all, from moneys which may be available for such purpose and deposited with the Paying Agent on or before the date fixed for redemption, at the redemption price of par, plus accrued interest to the redemption date.

EXHIBIT B

**[\$[principal]]
BREVARD COUNTY, FLORIDA
Solid Waste Management System Revenue Bonds, Series 2023**

DISCLOSURE STATEMENT

[August 22, 2023]

Board of County Commissioners of
Brevard County, Florida
Brevard, Florida

Ladies and Gentlemen:

In connection with the proposed issuance by Brevard County, Florida (the "County") of the issue of bonds referred to above (the "Bonds"), Raymond James & Associates, Inc. (the "Senior Managing Underwriter"), in its capacity as agent and representative of itself and Truist Securities, Inc. (collectively, the "Underwriters"), has agreed to underwrite a public offering of the Bonds. Arrangements for underwriting the Bonds will include a Purchase Contract between the County 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) The amount of underwriting spread expected to be realized is as follows:

	<u>Dollar Amount</u>	<u>Per \$1,000</u>
Average Takedown		
Underwriters' Expenses		
Total Underwriting Spread		\$(discount]

(c) The County is proposing to issue the Bonds for the purpose of (i) financing the cost of the 2023 Project, and (ii) paying the costs of issuance of such Bonds. All capitalized undefined terms used herein shall have the meanings ascribed to them in the 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 approximately _____%, total interest paid over the life of the Bonds will be \$_____.

Authorizing the Bonds will result in a maximum of \$_____ of such revenues not being available to finance the other services of the County each year for approximately __ years.

(d) 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, except as described in Schedule I attached hereto.

(e) The name and address of the Underwriters are set forth below:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716

Truist Securities, Inc.
3333 Peachtree Road NE, Fl. 11
Atlanta, GA 30326

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

Very truly yours,

Raymond James & Associates, Inc., as representative on
behalf of the Underwriters

By: _____
Name: Jon Eichelberger
Its: Managing Director

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITERS

	<u>\$/1000</u>	<u>Amount</u>
Underwriters' Counsel		
Preo Expense		
DTC Charge		
CUSIP		
Miscellaneous		
TOTAL		

*Does not add due to rounding.

EXHIBIT C

[closing date]

Board of County Commissioners
of Brevard County, Florida
Brevard, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Raymond James & Associates, Inc.
St. Petersburg, Florida

U.S. Bank Trust Company, National Association
New York, New York

Truist Securities, Inc.
Atlanta, Georgia

Re: §[principal] Brevard County, Florida
 Solid Waste Management System Revenue Bonds, Series 2023

Ladies and Gentlemen:

This opinion is being furnished to you in connection with the issuance and sale by Brevard County, Florida (the "County"), of its §[principal] Brevard County, Florida Solid Waste Management System Revenue Bonds, Series 2023, dated the date hereof (the "Series 2023 Bonds").

The Series 2023 Bonds are being issued under the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 67-1146, Laws of Florida, Chapter 70-594, Laws of Florida, the Charter of the County, Chapter 94 of Part II of the Code of Ordinances of the County (the "Solid Waste Ordinance"), other applicable provisions of law and Resolution No. 2023-____ adopted by the Board of County Commissioners of the County (the "Board") on _____, 2023 (the "Master Resolution"), particularly as supplemented by Resolution No. 2023-____, adopted by the Board on _____, 2023 (the "Supplemental Resolution" and together with the Master Resolution, the "Resolution"). The Series 2023 Bonds are being issued to provide funds to (i) finance a portion of the costs of improving and upgrading the County's Solid Waste System (as defined in the Resolution), and (ii) pay certain expenses related to the issuance and sale of the Series 2023 Bonds. All capitalized undefined terms used herein shall have the meanings ascribed to them in the Resolution.

I am the duly appointed County Attorney for the County. In that capacity, I have examined all proceedings of the County in connection with the authorization, issuance and sale of the Series 2023 Bonds and the imposition and the pledge of and lien upon (i) the Net Revenues, (ii) the Impact Fees, and (iii) until applied in accordance with the Resolution, all moneys, including investments thereof, in certain funds and accounts created under the Resolution (collectively, the "Pledged Funds").

I have also reviewed the Purchase Contract dated August __, 2022 (the "Purchase Contract") between the County and Raymond James & Associates, Inc., on behalf of itself and Truist Securities, Inc., the Preliminary Official Statement dated August __, 2023 related to the Series 2023 Bonds (the "Preliminary Official Statement") and the final Official Statement dated August __, 2023 related to the Series 2023 Bonds (the "Official Statement") and the Continuing Disclosure Certificate dated as of the

date hereof (the "Continuing Disclosure Certificate"). I have also made such investigation and have examined such other ordinances, resolutions, certificates, documents, public records and proceedings as I have deemed relevant and necessary in rendering the opinions expressed below. I am of the opinion that:

(1) The County is a political subdivision of the State of Florida, duly organized and validly existing and has full legal right, power and authority to adopt and perform its obligations under the Resolution, and to authorize, execute and deliver and to perform its obligations under the Series 2023 Bonds, the Purchase Contract and the Continuing Disclosure Certificate.

(2) The County has duly adopted the Resolution and the Rate Instruments and has duly authorized, executed and delivered the Series 2023 Bonds, the Continuing Disclosure Certificate and the Purchase Contract, and the Resolution, the Continuing Disclosure Certificate and the Purchase Contract constitute the legal, binding and valid obligations of the County, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(3) With respect to the information in the Official Statement, and without having undertaken to determine independently the accuracy or completeness of the contents of the Official Statement, I have no reason to believe that the Official Statement (except for the financial and statistical data contained therein and except for information therein regarding The Depository Trust Company and its book-entry system and information provided by the Underwriters under the caption "UNDERWRITING" as to which no view is expressed) contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(4) The use of the Preliminary Official Statement for the purpose of offering the Series 2023 Bonds for sale has been authorized by the County.

(5) The Official Statement has been duly authorized, executed and delivered by the County, and the County has consented to the use thereof for the offering of the Series 2023 Bonds.

(6) The County is empowered to finance the cost of the Series 2023 Project with proceeds of the Series 2023 Bonds. The adoption of the Resolution and the Rate Instruments and the authorization, execution and delivery of the Continuing Disclosure Certificate, the Purchase Contract and the Series 2023 Bonds, and compliance with the provisions thereof, will not conflict with, or constitute a breach of or default under, any law, administrative regulation, consent decree, ordinance or resolution or, to the best of my knowledge, any agreement or other instrument to which the County was or is subject as the case may be, 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 County, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Resolution.

(7) To the best of my knowledge, all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the County of its obligations under the Continuing Disclosure

Certificate, the Purchase Contract, the Series 2023 Bonds, the Resolution and the Rate Instruments have been obtained and are in full force and effect, or are customarily granted in due course after application thereof and expected to be obtained without delay beyond due course.

(8) The County is lawfully empowered to pledge and grant a lien upon, and has duly pledged and granted a lien upon, the Pledged Funds. The principal of, redemption premium, if any, and interest on the Series 2023 Bonds are payable from and secured by a lien upon and pledge of the Pledged Funds [on a parity with the County's Outstanding Brevard County, Florida Solid Waste Management System Revenue Bond, Series 2016] all to the extent and in the manner provided in the Resolution. Neither the general credit nor the taxing power of the County, the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or premium if any or interest on the Series 2023 Bonds.

(9) To my knowledge after due inquiry, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened against the County, (i) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2023 Bonds or (ii) contesting or affecting as to the County the validity or enforceability of the Act in any respect relating to authorization for the issuance of the Series 2023 Bonds, the Purchase Contract, the Resolution, the Rate Instruments or the Continuing Disclosure Certificate, or (iii) contesting the tax-exempt status of interest on the Series 2023 Bonds, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or (iv) contesting the powers of the County or the Board or any authority for issuance of the Series 2023 Bonds, the pledging by the County of the Pledged Funds, the adoption of the Resolution and the Rate Instruments, or the execution and delivery by the County of the Series 2023 Bonds, the Purchase Contract or the Continuing Disclosure Certificate, or (v) except as disclosed under the caption "LITIGATION" of the Official Statement, the result of which could materially adversely affect the operations or financial condition of the County.

Notwithstanding the foregoing, I do not pass upon the applicability of any approvals, consents and orders as may be required under the Blue Sky or securities laws or legal investment laws of any state in connection with the offering and sale of the Series 2023 Bonds or in connection with the registration of the Series 2023 Bonds under the federal securities laws.

I am furnishing this opinion to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose.

Sincerely,

Morris Richardson, Esq.
County Attorney

EXHIBIT D

**[\$principal]
BREVARD COUNTY, FLORIDA
Solid Waste Management System Revenue Bonds, Series 2023**

ISSUE PRICE CERTIFICATE

Raymond James & Associates, Inc. (the "Raymond James"), on behalf of itself and Truist Securities, Inc. (collectively, the "Underwriters") for the bonds identified above (the "Issue"), issued by Brevard County, Florida (the "County"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price.**

(A) As of the date of this certificate, for each Maturity of the Issue other than the Hold-the-Offering-Price Maturities (the "General Rule Maturities"), the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in Schedule A attached hereto.

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

(C) As set forth in the Purchase Contract for the Issue, Raymond James has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the unsold bonds of such Maturity to any person at a price that is higher than the Sale Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) unsold bonds of the Hold-the-Offering-Price Maturities shall be retained by Raymond James and not allocated to any of the other Underwriters. Pursuant to such agreement, Raymond James has not offered or sold any unsold bonds of the Issue of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Sale Price for that Maturity of the bonds during the Holding Period.

(D) **Definitions.**

"Hold-the-Offering-Price Maturities" means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

"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, 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 Sale Price for such Hold-the-Offering-Price Maturity.

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue 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 generally 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 Issue is [August 22, 2023].

"Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue 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 Issue 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 Issue to the Public).

All capitalized terms not defined in this Certificate have the meanings set forth in the County's Certificate Relating to Tax, Arbitrage and Other Matters (the "Tax Certificate").

The signer is an officer of Raymond James and duly authorized to execute and deliver this Certificate for itself and as representative of the Underwriters. Raymond James has relied on certifications made by the other Underwriters in making certain of the representations contained herein. Although such certifications cannot be independently verified by us, we have no reason to believe them to be untrue in any material respect. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James 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 County 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 Issue, and by Nabors, Giblin & Nickerson, P.A., as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the County from time to time relating to the Issue.

Dated: [closing date]

Raymond James & Associates, Inc., as representative on behalf of the Underwriters

By: _____
Name: _____
Its: _____

SCHEDULE A

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

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield*</u>
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*Yield to the first optional redemption date of September 1, 203__.

SALE PRICES OF THE GENERAL RULE MATURITIES

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>
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*Yield to the first optional redemption date of September 1, 203__.

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)