BOND PLACEMENT AGREEMENT

THIS BOND PLACEMENT AGREEMENT (the "Agreement") dated March 27, 2013, is by and among Branch Banking and Trust Company, a state banking corporation organized under the laws of the State of North Carolina (herein the "Bank"), the Portofino Shores Community Development District, a local unit of special-purpose government, organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") (together with its successors and assigns, the "District") and MBS Capital Market, LLC, a Florida limited liability company (herein the "Placement Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Act and Resolution No. 13-02, as amended and supplemented by Resolution No. 13-03 (collectively, the "Bond Resolution"), both adopted by the Board of Supervisors of the District, as the governing body of the District (the "Board"), authorized the issuance of its not exceeding $4,450,000 in aggregate principal amount of Portofino Shores Community Development District Special Assessment Revenue Refunding Bonds, Series 2013 (the "Bonds"); and

WHEREAS, pursuant to the Bond Resolution, the Board appointed by the Placement Agent to privately place the Bonds with a suitable institutional investor, which such suitable institutional investor was determined to be the Bank; and

WHEREAS, the Bonds will be issued under, and secured by, the provisions of the 2013 Indenture (as defined in the Bond Resolution); and

WHEREAS, any capitalized term used in this Agreement and not otherwise defined shall have the meaning ascribed to such term in the 2013 Indenture; and

WHEREAS, the Bank has submitted a proposal to the Placement Agent, as revised (the "Proposal") to purchase the Bonds of the District pursuant to the terms of the Proposal, the Bond Resolution and 2013 Indenture; and

WHEREAS, the Bank has reviewed the Bond Resolution and the 2013 Indenture and hereby finds the terms acceptable and consistent with the Proposal; and

WHEREAS, on this date, the District has, pursuant to provisions of the Act, the Bond Resolution, the 2013 Indenture, the Proposal and this Agreement, agreed to issue and sell to the Bank and the Bank has, pursuant to the terms and provisions of this Agreement, the Proposal, the Bond Resolution and 2013 Indenture, agreed to purchase the Bonds in the principal amount of $4,450,000; and

WHEREAS, the Placement Agent, on behalf of the District, and the Bank have heretofore negotiated the terms of the Bonds and 2013 Indenture and by execution of this Agreement each will have confirmed that such are acceptable; and

NOW THEREFORE, the District, the Bank and the Placement Agent hereby agree as follows:

1. **Purchase and Sale**. Upon the terms and conditions set forth herein and in the Bonds, the Bond Resolution, the Proposal and 2013 Indenture (collectively the "Transaction Documents") and upon the representations and warranties of the District set forth in the Transaction Documents and related closing certificates, the District agrees to sell the Bonds on a negotiated basis to the Bank and the Bank agrees to purchase with immediately available funds, the Bonds, subject to the provisions of the Bond Resolution, the Proposal and 2013 Indenture. Since the dated date of the Bonds is the date hereof, there will be no accrued interest as part of the purchase price. The principal amount of the Bonds Outstanding at any time shall be determined by the records of the Bank, the Trustee and the District.

2. **Private Placement Negotiated Sale**. The Bank hereby acknowledges that the purchase of the Bonds from the District was on a negotiated private placement basis and that there has been no offering document prepared by the District in connection with such sale. The Bank and the District both acknowledge that the Placement Agent acted as the agent of the District in connection with the sale of the Bond.

3. **Conditions for Purchase**. The Bank's agreement to purchase the Bonds on this date is subject to the satisfaction of the conditions set forth in Section 3.01 of the 2013 Indenture. The Bank's purchase of the Bonds will constitute full evidence that such conditions have been satisfied or waived.

4. **Representations of the District.**

(a) The District is authorized under the laws of the State of Florida to execute and deliver the Bonds, to enter into the Transaction Documents, to consummate the transactions contemplated thereby and to perform all of its obligations thereunder. The District is authorized by the Act to issue the Bonds for the purposes described in the 2013 Indenture and to enter into the Transaction Documents.

(b) The execution and delivery of the Transaction Documents by the District has been duly authorized by all necessary action of the Board and the District has obtained such other approvals and consents as are necessary to consummate the transactions contemplated thereby. The District further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of the Transaction Documents against the District, in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights or by general principles of equity.

(c) The District will promptly and duly execute and cause to be filed with the appropriate parties and deliver to the Bank such further documents, instruments and assurances and take such further action at the expense of the District, as the Bank may from time to time reasonably request in order to carry out the intended purpose of the 2013 Indenture, the Proposal and this Agreement and to secure the interest of the Bank in the Pledged Revenues.

(d) The purchase of the Bonds is based solely upon the accuracy of the District's representations and financial statements, any loan application and all additional information, representations, exhibits and other matters submitted by the District or the Placement Agent, on behalf of the District, to the Bank for its consideration.

(e) Subject to Section 5 hereof, the District represents and warrants that the negotiated sale requirements of Section 218.385, Florida Statutes, have been or will be fully satisfied on or before the issuance of the Bonds.

5. **Section 218.385, Florida Statutes**. On or before the purchase of the Bonds, the Bank has provided the District with the disclosure and truth-in-bonding statements required by and in accordance with, Section 218.385, Florida Statutes, as amended and supplemented. The above-referenced statements are attached to this Agreement as Schedule A.

6. **Fees and Expenses**. As between the District and the Placement Agent and the Bank, the Bank shall not be liable for any expenses incurred by the District or Placement Agent in connection with the issuance and private placement of the Bonds. The Bank represents to the District that it has not employed or used the services of any attorney or other professional in connection with the Bank's negotiations with the District and its purchase of the Bonds other than the law firm of Edwards Cohen, acting as counsel to the Bank. The District agrees to pay solely from the net proceeds of the Bonds (after the Bank deducts $6,000 from the gross proceeds of the Bonds for its credit review fee and counsel fee), the trustee's fees and costs of $4,700, the trustee counsel fee of $3,750, and the fees and expenses of the Placement Agent, Bond Counsel, District Counsel, District Manager, Verification Agent and rating agency review fees. In the event of a default by the District in the payment of the Bonds, the District shall pay the Bank's reasonable attorneys' fees, court costs and other related collection expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for appeals, and any anticipated post-judgment collection services, in addition to all other sums provided by law.

7. **Effectiveness**. This Agreement shall become effective upon the execution by the appropriate officials of the District and the Bank and the Placement Agent.

8. **Headings**. The headings set forth in this Agreement are inserted for convenience of reference only and shall not define or limit any of the terms or provisions hereof and shall not be deemed to be a part hereof.

9. **Amendment**. No modification, alteration or amendment to this Agreement shall be binding upon any party until such modification, alternation or amendment is reduced to writing and executed by all parties hereto.

10. **Governing Law**. The laws of the State of Florida shall govern this Agreement.

11. **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

12. **Severability; Survival**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the District hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the District, the Bank and the Placement Agent have caused this Agreement to be executed by its respective duly authorized officers all as of the date hereof.

BRANCH BANKING AND TRUST COMPANY

By: _____
Name: Michael C. Smith
Title: Vice President

(SEAL)

ATTEST:

By: _____
Name: Richard P. Hans
Title: Secretary

PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: Chairperson

MBS CAPITAL MARKET, LLC

By: _____
Name: _____
Title: _____

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the District hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS WHEREOF, the District, the Bank and the Placement Agent have caused this Agreement to be executed by its respective duly authorized officers all as of the date hereof.

BRANCH BANKING AND TRUST COMPANY

By:_____
Name: Michael C. Smith
Title: Vice President

(SEAL)

PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:_____
Name:_____
Title: Chairperson

By:_____
Name: Richard P. Hans
Title: Secretary

MBS CAPITAL MARKET, LLC

By: E M Bullet
Name: EDWIN M Bullet
Title: MANAGING Director

SCHEDULE A

March 27, 2013

Board of Supervisors of the
Portofino Shores Community Development District
c/o Governmental Management Services - South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

Re: **$4,450,000**
Portofino Shores Community Development District
Special Assessment Revenue Refunding Bond
Series 2013

To the Chairperson and Board Members:

This letter shall serve as the disclosure statements and truth-in-bonding statement pursuant to Section 218.385, Florida Statutes, in connection with the private placement by MBS Capital Market, LLC, on behalf of the District (as defined below) of the above-referenced bond (the "Bond") to Branch Banking and Trust Company (the "Purchaser"). We represent to you as follows:

1. No management fee will be charged by the Purchaser.

2. The underwriting spread which the Purchaser expects to realize will be -0-.

3. No fee, bonus or other compensation will be paid by the Purchaser in connection with the issue of the Bond to any person not regularly employed or retained by the Purchaser other than the Purchaser's legal counsel, Edwards Cohen.

4. The Portofino Shores Community Development District (the "District"), is proposing to issue $4,450,000 of debt or obligation for the purposes of refinancing certain assessable projects of the District. This debt or obligation is expected to be repaid over a period of approximately 240 months. At an interest rate of 3.68%, the total interest paid over the life of the debt or obligation will be approximately $1,931,274.22.

The source of repayment or security for this proposal is the Pledged Revenues (as defined in the Trust Indenture, dated March 1, 2013, relating to the Bond). Authorizing this debt or obligation will result in up to $316,608.00 of Pledged Revenues not being available to finance or refinance other assessable projects in the District in each calendar year from March 27, 2013 through May 1, 2033.

Very truly yours,

BRANCH BANKING AND TRUST COMPANY

By:_____
Name: Michael C. Smith
Title: Vice President

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