

March [___], 2010

The FAU Finance Corporation
c/o Florida Atlantic University
777 Glades Road
Boca Raton, Florida 33431-0991

Re: \$_____ The FAU Finance Corporation Capital Improvement Subordinate Revenue Bonds
(Innovation Village Project), Series 2010B

Ladies and Gentlemen:

RBC Capital Markets Corporation, (the "Placement Agent" or "RBC CM") offers to enter into the following Placement Agreement with The FAU Finance Corporation (the "Issuer" or "you"), which, upon your acceptance of this offer and subject to Paragraph 6 hereof, shall be binding upon both the Issuer and the Placement Agent. This offer is made subject to your acceptance of this Placement Agreement on or before 12:00 noon on the date hereof and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to your acceptance hereof. The above-captioned bonds (the "Bonds") are to be issued pursuant to a Trust Indenture dated as of March 1, 2010 (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as Trustee. Unless otherwise indicated, each capitalized term contained herein shall have the meaning assigned to it in the Indenture.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Placement Agent hereby agrees to use its best efforts to locate a purchaser for all, but not less than all of the Bonds on terms consistent with the Indenture. With your consent, the Placement Agent has conducted preliminary discussions with Balfour Beatty Capital Investment, LLC, a Delaware limited liability company ("Purchaser") to purchase the Bonds.

2. Simultaneously with the execution of this Placement Agreement, you will deliver or cause to be delivered to the Placement Agent a copy of the Indenture in substantially final form, duly approved and adopted and to be in full force and effect upon execution and delivery by the parties hereto.

3. You represent and warrant to and agree with the Placement Agent (and hereby it shall be a condition of the obligation of the Placement Agent to perform under this Agreement) that:

(a) The Issuer is a Florida not-for-profit corporation, duly organized, validly existing and in good standing pursuant to the laws of the State of Florida (the "State"), and is a "university direct-support organization" as that term is defined in Section 1004.28, Florida Statutes, and the Issuer has not taken any action or failed to take any action which action or failure to act would jeopardize such status.

(b) The Issuer has complied in all respects with all of the provisions of applicable Florida law.

(c) The Issuer, prior to the acceptance hereof, has duly adopted the Indenture, and the Issuer has duly authorized and approved the execution and delivery of the Ground Sublease Agreement, the Management Agreement, the Development Agreement, the Continuing Disclosure Undertaking and this Placement Agreement (collectively, the "Bond Documents"), as well as the performance of its obligations contained in the Bonds and the consummation by it of all other transactions contemplated hereby.

(d) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State, any department, division, agency or instrumentality thereof, or of the United States or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Bond Documents; and the execution and delivery of this Placement Agreement, the adoption of the Indenture, the execution of the Bond Documents and the execution and the issuance of the Bonds and compliance with the provisions of each thereof will not conflict materially with or constitute a breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof or under any certificate, agreement, or other instrument to which the Issuer is a party or is otherwise subject which breach or default would materially and adversely affect the Issuer, its Bond Documents or its ability to perform its duties and obligations under the Bond Documents.

(e) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Bond Documents and the Bonds have been obtained.

(f) No litigation is pending or, to the knowledge of the Issuer, threatened in any court in any way affecting the existence of the Issuer or the title of the directors or officers of the Issuer to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Bond Documents to pay the principal of and interest on the Bonds, or in anyway contesting or affecting the validity or enforceability of the Bonds, the Indenture or this Placement Agreement, or contesting the powers of the Issuer or its members with respect to the Bonds.

(g) No litigation is pending or, to its knowledge, threatened in any court in any way affecting the existence of the Issuer or the titles of the officers or directors of the Issuer to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of any revenues or assets of the Issuer pledged or to be pledged to pay the principal of and premium, if any, and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture or this Placement Agreement, or contesting the powers of the Issuer or its authority with respect to the Bonds, the Indenture or this Placement Agreement.

(h) The Issuer has complied in all material respects with the Indenture and the terms of the Bonds and satisfied all material conditions on its part to be performed or satisfied at or prior to the date hereof.

(i) The Issuer will apply the proceeds of the Bonds in accordance with the applicable terms of the Indenture.

(j) On the date hereof, the Placement Agent shall receive a copy of each of the following documents, each dated the date hereof:

- (i) a certified copy of the Indenture;
- (ii) certified copies of any supplemental indentures;
- (iii) a certificate of an authorized officer of the Issuer that the Indenture & any supplements and this Placement Agreement are in full force and effect;

(iv) opinions of your bond counsel, Bryant Miller Olive P.A. (“Bond Counsel”), dated the date hereof in form and substance satisfactory to the Placement Agent;

(v) a certificate of the Trustee under the Indenture as to the delivery of the Bonds and a certificate of the Issuer as to the receipt of payment therefore;

(vi) a letter from the Purchaser in form and substance satisfactory to the Placement Agent; and

(vii) such additional certificates, instruments or opinions as Bond Counsel, the Issuer or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to Bond Counsel, the Issuer and the Placement Agent.

If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

4. At or prior to 12:00 noon, on the date hereof, you will deliver to, or at the direction of, the Purchaser the Bonds in definitive fully registered form duly executed, registered in the names and denomination specified by the Purchaser together with the other documents hereinabove mentioned, upon payment of the purchase price of the Bonds as set forth in Paragraph 1 hereof by wire and in immediately available funds. Delivery as aforesaid shall be made at the offices of the Issuer in Boca Raton, Florida, or at such other place as may be mutually agreed upon and such payment shall be made simultaneously therewith. This payment and delivery is herein called the “Closing.”

5. Unless otherwise set forth herein, the representations and agreements in this Placement Agreement shall survive the delivery of the Bonds hereunder.

6. The Placement Agent’s obligation hereunder to use its best efforts to place the Bonds shall be subject to the performance by you of your obligations hereunder in all material respects at or prior to the Closing and the accuracy in all material respects of your representations and warranties contained herein and shall also be subject to the following conditions:

(a) At the time of the Closing, the Indenture and all related documents of the Issuer with respect to the issuance of the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the undersigned.

(b) The undersigned may terminate this Placement Agreement by notification in writing to you if at any time subsequent to the date hereof and at or prior to the Closing: (i) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (ii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the issuer or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (v) a general banking

moratorium shall have been declared by the United States, State of New York, or State of Florida authorities.

(c) You shall perform or have performed in all material respects at or prior to the Closing all of your obligations required under or specified in this Placement Agreement and the Indenture to be performed at or prior to the Closing.

7. On or before 12:00 noon, on the date hereof, the Purchaser shall deliver to the Trustee the names in which the Bonds are to be registered and the denominations thereof. At the Closing, contemporaneously with the receipt of the Bonds, the Purchaser will deliver to you a receipt therefor, in form satisfactory to Bond Counsel, signed by the Purchaser.

8. You shall pay, solely from the proceeds of the sale of the Bonds, upon or promptly after the Closing: (a) the cost of the preparation and printing of the Bonds; (b) the fees and disbursements of Bond Counsel and of any other counsel or consultants retained by you; (c) the fees and disbursements of counsel to the Placement Agent; and (d) the fees and expenses of the Trustee. The Placement Agent shall pay the Placement Agent's own out-of-pocket expenses. The Issuer shall be under no obligation to pay any expenses incident to the performance of the obligations of the Placement Agent hereunder.

9. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Issuer, and no other person shall acquire or have any right under or by virtue of this Placement Agreement.

10. This Placement Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By: _____

Name: Michael R. Baird

Title: Director

ACCEPTANCE

ACCEPTED this ____ day of March, 2010.

THE FAU FINANCE CORPORATION

By: _____

Name:

Title: Chairperson