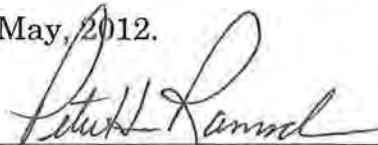


The information contained herein does not and should not be considered an offer to buy or sell securities. In connection with certain outstanding privately placed bank loans of Sarasota County, Florida (the "County"), the County is filing this information as a voluntary filing on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system. The County is not required pursuant to any continuing disclosure undertaking to file such information and is additionally under no obligation to update any such information voluntarily filed. This information is for informational purposes only, and does not include all information which may be of interest to a potential investor, nor does it purport to present full and fair disclosure within the meaning of the applicable securities laws. Such information about the County is only accurate as of its date, and the County undertakes no obligation to update such information beyond its date. No representation is being made that there has not been a change in the affairs of the County since such date. Such information is subject to change without notice and posting of other information filed by the County on EMMA does not imply that there has been no change in the affairs of the County since the date of such information.

CERTIFICATE

I, Peter H. Ramsden, Director of Finance, as Deputy Clerk of Sarasota County, Florida (the "County"), HEREBY CERTIFY that attached hereto is a true and correct copy of Resolution No. 2010-029 adopted by the Board of County Commissioners of the County on February 19, 2010 (the "Resolution"), which Resolution has not been modified, amended, revoked or repealed in any respect since its date of adoption, except as expressly provided therein, and remains in full force and effect as of the date hereof.

Witness my hand this 11<sup>th</sup> day of May, 2012.



PETER H. RAMSDEN, Director of  
Finance, as Deputy Clerk

RESOLUTION NO. 2010-029

OF

SARASOTA COUNTY, FLORIDA

RELATED TO

SARASOTA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REVENUE BONDS,  
SERIES 2010A  
(FEDERALLY TAXABLE - BUILD AMERICA BONDS - DIRECT SUBSIDY)

SARASOTA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REVENUE BONDS,  
SERIES 2010B  
(FEDERALLY TAXABLE - BUILD AMERICA BONDS - RECOVERY ZONE  
ECONOMIC DEVELOPMENT BONDS - DIRECT SUBSIDY)

AND

SARASOTA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REVENUE BONDS,  
SERIES 2010C

KAREN L. RUSHING  
CLERK OF COUNTY COURT  
SARASOTA COUNTY FL

2010 FEB 22 AM 11:24

BOARD RESOLUTION  
FILED FOR RECORD

R 2010-029

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I GENERAL.....	3
SECTION 1.01. DEFINITIONS.....	3
SECTION 1.02. AUTHORITY FOR RESOLUTION.....	18
SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT.....	18
SECTION 1.04. FINDINGS.....	19
SECTION 1.05. AUTHORIZATION OF 2010 PROJECT.....	20
ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS.....	20
SECTION 2.01. AUTHORIZATION OF BONDS.....	20
SECTION 2.02. AUTHORIZATION AND DESCRIPTION OF SERIES 2010 BONDS.....	24
SECTION 2.03. APPLICATION OF BOND PROCEEDS.....	26
SECTION 2.04. EXECUTION OF BONDS.....	26
SECTION 2.05. AUTHENTICATION.....	27
SECTION 2.06. TEMPORARY BONDS.....	27
SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. ....	27
SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER.....	28
SECTION 2.09. FORM OF BONDS.....	29
ARTICLE III REDEMPTION OF BONDS.....	36
SECTION 3.01. PROVISIONS FOR REDEMPTION.....	36
SECTION 3.02. EFFECT OF NOTICE OF REDEMPTION.....	37
SECTION 3.03. REDEMPTION OF PORTION OF REGISTERED BONDS.....	38
SECTION 3.04. BONDS CALLED FOR REDEMPTION NOT DEEMED OUTSTANDING.....	38
ARTICLE IV SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF.....	38
SECTION 4.01. BONDS NOT TO BE GENERAL INDEBTEDNESS OF ISSUER.....	38
SECTION 4.02. SECURITY FOR BONDS.....	39
SECTION 4.03. CONSTRUCTION FUND.....	39
SECTION 4.04. FUNDS AND ACCOUNTS.....	41
SECTION 4.05. FLOW OF FUNDS.....	41
SECTION 4.06. REBATE ACCOUNT.....	48
SECTION 4.07. INVESTMENTS.....	49
SECTION 4.08. SEPARATE ACCOUNTS.....	50
SECTION 4.09. OTHER MONEYS.....	50

ARTICLE V SUBORDINATED INDEBTEDNESS, ADDITIONAL BONDS, COVENANTS OF ISSUER AND QUALIFIED HEDGE AGREEMENTS .....	50
SECTION 5.01. SUBORDINATED INDEBTEDNESS. ....	50
SECTION 5.02. ISSUANCE OF ADDITIONAL BONDS. ....	50
SECTION 5.03. BOND ANTICIPATION NOTES. ....	52
SECTION 5.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. ....	52
SECTION 5.05. BOOKS AND RECORDS. ....	52
SECTION 5.06. ANNUAL AUDIT. ....	53
SECTION 5.07. NO IMPAIRMENT. ....	53
SECTION 5.08. SENIOR LIEN BOND COVENANTS. ....	54
SECTION 5.09. COVENANTS WITH CREDIT BANKS AND INSURERS. ....	54
SECTION 5.10. ANNUAL BUDGET. ....	54
SECTION 5.11. FEDERAL INCOME TAX COVENANTS. ....	54
SECTION 5.12. QUALIFIED HEDGE AGREEMENTS. ....	56
ARTICLE VI DEFAULTS AND REMEDIES. ....	57
SECTION 6.01. EVENTS OF DEFAULT. ....	57
SECTION 6.02. REMEDIES. ....	58
SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. ....	58
SECTION 6.04. REMEDIES CUMULATIVE. ....	59
SECTION 6.05. WAIVER OF DEFAULT. ....	59
SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT. ....	59
ARTICLE VII SUPPLEMENTAL RESOLUTION. ....	60
SECTION 7.01. SUPPLEMENTAL RESOLUTIONS WITHOUT BONDHOLDERS' CONSENT. ....	60
SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' AND INSURER'S CONSENT. ....	61
ARTICLE VIII MISCELLANEOUS. ....	63
SECTION 8.01. DEFEASANCE. ....	63
SECTION 8.02. SALE OF BONDS. ....	64
SECTION 8.03. PROVISIONS RELATING TO INSURERS AND CREDIT BANKS. ....	65
SECTION 8.04. VALIDATION AUTHORIZED. ....	67
SECTION 8.05. SEVERABILITY OF INVALID PROVISIONS. ....	67
SECTION 8.06. REPEAL OF INCONSISTENT RESOLUTIONS. ....	67
SECTION 8.07. EFFECTIVE DATE. ....	67

RESOLUTION NO. 2010-\_\_\_\_

A RESOLUTION OF SARASOTA COUNTY, FLORIDA, PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND RENOVATION OF A MAJOR LEAGUE BASEBALL SPRING TRAINING FACILITY LOCATED IN SARASOTA COUNTY, FLORIDA AND OTHER CAPITAL PROJECTS APPROVED AS HEREIN PROVIDED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$20,325,000 SARASOTA COUNTY, FLORIDA CAPITAL IMPROVEMENT REVENUE BONDS TO FINANCE A PORTION OF THE COSTS THEREOF; PLEDGING THE COUNTY'S LOCAL GOVERNMENT HALF-CENT SALES TAX AND CERTAIN TOURIST DEVELOPMENT TAX REVENUES TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST IN THE MANNER AND TO THE EXTENT DESCRIBED HEREIN ON SUCH BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AUTHORIZING THE VALIDATION OF THE BONDS; REPEALING RESOLUTION NOS. 2009-271 AND 2009-288; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

ARTICLE I  
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond, compounded periodically, to the date of calculation, determined by reference to the accretion tables contained in such Capital Appreciation Bond or contained or referred to in the Supplemental Resolution providing for the issuance of such Capital Appreciation Bonds, such interest to accrue at a rate not exceeding the legal rate as set forth in the Supplemental Resolution of the Issuer providing for the issuance of such Capital Appreciation Bonds. The Accreted Value of such Capital Appreciation Bonds as of any date not stated in such tables shall be calculated by adding to the Accreted Value for such Capital Appreciation Bonds as of the last date stated in such tables immediately preceding the date of calculation, a portion of the difference between

the Accreted Value as of such preceding date and the Accreted Value as of the date shown on the tables immediately succeeding the date of computation, calculated based on the assumption that Accreted Value accrues in equal daily amounts on the basis of a year of twelve 30-day months.

"Act" shall mean Article VIII, Section 1 of the Constitution of the State of Florida; Chapter 125, Florida Statutes; Chapter 218, Part VI; Florida Statutes; Chapter 159, Part VII, Florida Statutes (with respect to Taxable Bonds and Build America Bonds); the Charter of the Issuer; and to the extent applicable, (a) the Tourist Development Tax Ordinance, (b) any legislation, resolution or ordinance necessary for the pledge of Additional Revenues to the extent provided herein, (c) any Referendum Authorizing Bond Ordinance, and (d) other applicable provisions of law.

"Additional Bonds" shall mean the obligations, including, without limitation, Commercial Paper Obligations and Designated Maturity Bonds, issued at any time under the provisions of section 5.02 hereof on a parity with the Series 2010 Bonds.

"Additional Construction Funds" shall have the meaning ascribed thereto pursuant to Section 4.03 hereof.

"Additional Project" shall mean any capital project undertaken by the Issuer, and permitted under the Act to be financed with the proceeds of Additional Bonds.

"Additional Revenues" shall mean any additional source of non-ad valorem revenues of the Issuer, pledged herein or by Supplemental Resolution to the payment of a Series of Bonds and designated as such hereby or in such Supplemental Resolution.

"Amortization Installment" shall mean an amount designated as such by Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Annual Budget" shall mean the budget, as amended and supplemented from time to time, prepared by the Issuer for each Fiscal Year in accordance with Section 5.10 below and in accordance with the laws of the State of Florida.

"Annual Debt Service" shall mean for a given Bond Year, the remainder after subtracting any accrued and capitalized interest for that Bond Year that has been deposited into the Debt Service Fund or in the applicable Construction Fund for that purpose from the sum of: (1) the amount required to pay interest coming due on the Outstanding Bonds during such Bond Year, (2) the amount required to pay the principal of Outstanding Serial Bonds maturing in such



Bond Year and the principal of Outstanding Term Bonds maturing in that Bond Year that is not included in Amortization Installments for such Term Bonds, (3) the Amortization Installments for all Outstanding Term Bonds for that Bond Year, and (4) the premium, if any, on all Bonds required to be paid in that Bond Year in satisfaction of Amortization Installments. For purposes of this definition, all amounts payable on a Capital Appreciation Bond shall be considered a principal payment due in the year of its maturity or earlier mandatory redemption.

For purposes of determining the "Annual Debt Service," the following shall apply:

(a) The interest rate for Variable Rate Bonds for purposes of determining the amount, if any, to be deposited into or maintained in a subaccount in the Reserve Account for such Variable Rate Bonds (other than the Tax-Exempt Composite Reserve Subaccount and Taxable Composite Reserve Subaccount) shall be as required by the Supplemental Resolution authorizing the issuance of such Variable Rate Bonds; provided, however, that for purposes of calculating the Composite Reserve Requirement, Variable Rate Bonds secured by the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount shall be assumed to bear interest at: (i) if the Variable Rate Bonds are not Taxable Bonds or Build America Bonds and are not yet Outstanding, one hundred ten percent (110%) of the average rate shown in the SIFMA Index for the twelve (12) months ending with the month preceding the date of calculation, (ii) if the Variable Rate Bonds are Taxable Bonds or Build America Bonds and are not yet Outstanding, a per annum rate equal to the yield to maturity quoted for the week preceding the date of calculation for direct U.S. Treasury obligations having a maturity substantially the same as the nominal maturity on the Variable Rate Bonds, plus one-half of one percent (0.5%), (iii) if the Variable Rate Bonds are Outstanding, whether or not Taxable Bonds or Build America Bonds, the higher of one hundred ten percent (110%) of (a) the average daily interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the date of calculation, or such shorter period that such Bonds have been Outstanding, or (b) the rate of interest on such Variable Rate Bonds on the date of calculation.

(b) For purposes of Article V hereof, the interest rate on Variable Rate Bonds shall be determined as follows: (i) if the Variable Rate Bonds are not Taxable Bonds or Build America Bonds and are not yet Outstanding, one hundred ten percent (110%) of the average rate shown in the SIFMA Index for the twelve (12) months ending with the month preceding the date of calculation, (ii) if the Variable Rate Bonds are Taxable Bonds or Build America Bonds and are not yet Outstanding, a per annum rate equal to the yield to maturity quoted for the week preceding the date of calculation for direct U.S. Treasury obligations having a maturity substantially the same as the nominal maturity on the Variable Rate Bonds, plus one-half of one percent (0.5%), (iii) if the Variable Rate Bonds are Outstanding, whether or not Taxable Bonds or Build America Bonds, the higher of



one hundred ten percent (110%) of (a) the average daily interest rate on such Variable Rate Bonds during the twelve months ending with the month preceding the date of calculation, or such shorter period that such Bonds have been Outstanding, or (b) the rate of interest on such Variable Rate Bonds on the date of calculation.

(c) For purposes of Section 8.01 hereof, Variable Rate Bonds shall be assumed to bear interest at the Maximum Interest Rate.

(d) If a Series of Variable Rate Bonds is subject to purchase by the Issuer pursuant to a mandatory or optional tender by the Holder, the "tender" date or dates shall be ignored prior to any such purchase and the stated maturity dates thereof shall be used for purposes of the calculation of "Annual Debt Service."

(e) The interest coming due on Bonds for which a Qualified Hedge Agreement is in place for purposes of this definition shall be the net aggregate amount each applicable period, taking into account (i) the actual interest borne by such Bonds for such period (using the assumptions described above for Variable Rate Bonds, if applicable), (ii) the Qualified Hedge Receipts for such period and (iii) the Qualified Hedge Payments for such period, with the payments described in clauses (ii) and (iii) of this sentence being calculated on the applicable notional amount and using the assumptions described above for Variable Rate Bonds, if applicable.

(f) For purposes of calculating the Annual Debt Service with respect to Designated Maturity Bonds, the unamortized principal coming due on the final maturity date thereof that the Issuer reasonably anticipates refinancing, as reflected in the Annual Budget and/or a certificate of the Chief Financial Officer, shall not be included, and in lieu thereof there shall be included in the Annual Debt Service for the Bond Year in which such final maturity occurs and subsequent Bond Years only the principal amount thereof the Issuer certifies that it reasonably anticipates to become due in each such Bond Year, taking into account any such anticipated refinancing of such Designated Maturity Bonds.

(g) For purposes of calculating the Annual Debt Service with respect to Commercial Paper Obligations, only the interest component of such Commercial Paper Obligations and the principal component of the Commercial Paper Obligations that the Issuer reasonably expects to retire and not to pay with the proceeds of roll-over Commercial Paper Obligations in such Bond Year (as reflected in the Annual Budget and/or a certificate of the Chief Financial Officer) shall be included in the calculation of the Annual Debt Service. The interest rate on the Commercial Paper Obligations shall be computed in the same manner as the computation of interest on Variable Rate Bonds as described above.

(h) If two Series of Variable Rate Bonds, or one or more maturities within a Series, are issued simultaneously with inverse floating interest rates

providing a composite fixed interest rate for such Bonds taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service with respect to such Bonds.

"Authorized Investments" shall mean any investment permitted by law and meeting the requirements of the Issuer's written investment policy, as amended and supplemented from time to time.

"Authorized Issuer Officer" shall mean the County Administrator, the Clerk, any Deputy Clerk or any other officer or employee of the Issuer designated in writing by the County Administrator to perform an act or sign a document.

"Bond Counsel" shall mean any attorney at law or firm of attorneys retained by the Issuer, of nationally recognized experience in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, the obligations of states and their political subdivisions.

"Bond Insurance Policy" shall mean the municipal bond insurance policy or policies issued by an Insurer guaranteeing the scheduled payment of the principal of and interest on all or any portion or Series of the Bonds.

"Bond Obligation" shall mean, as of the date of computation, the sum of (i) the principal amount of all Current Interest Bonds then Outstanding and (ii) the Accreted Value of all Capital Appreciation Bonds then Outstanding.

"Bondholder" or "Holder" or "holder" or "Owner" or "owner" or "registered owner" or "Registered Owner" or any similar term, when used with reference to a Bond or Bonds, shall mean any Person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Series 2010 Bonds, together with any Additional Bonds issued pursuant to this Resolution and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 5.04 hereof.

"Bond Year" shall mean the annual period beginning on the first day of October of each year and ending on the last day of September of the following year; provided, however, that when such term is used to describe the period during which deposits are to be made pursuant to Section 4.05 to amortize principal and interest on the Bonds maturing or becoming subject to redemption, interest and principal maturing or becoming subject to redemption on October 1 of any year shall be deemed to mature or become subject to redemption on the last day of the preceding Bond Year.

"Build America Bonds" shall mean collectively, Issuer Subsidy Bonds and Tax Credit Bonds.

"Business Day," unless otherwise provided by Supplemental Resolution with respect to a particular Series of Bonds, shall mean a day other than (i) a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the Paying Agent has its designated corporate trust office are authorized or required by law or executive order to close, or (ii) a day on which the New York Stock Exchange is closed.

"Capital Appreciation Bonds" shall mean any Bonds issued hereunder as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then current Accreted Value only at the maturity, earlier redemption or other payment date therefor, all as so designated by subsequent proceedings of the Issuer relating to the issuance thereof, and which may be either Serial Bonds or Term Bonds. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or prior to redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

"Chair" shall mean the Chair or Vice Chair of the Governing Body of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Chief Financial Officer" shall mean the Clerk or such other chief financial officer of the Issuer as defined in Section 218.403, Florida Statutes.

"City" shall mean the City of Sarasota, Florida, a municipal corporation.

"Clerk" shall mean the Clerk of the Circuit Court for Sarasota County, ex-officio Clerk of the Board of County Commissioners of the Issuer, or such other person as may be duly authorized to act on his or her behalf, including, without limitation, any Deputy Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context thereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court rulings.

"Commercial Paper Obligations" shall mean all of the Bonds (which may be designated as notes or other obligations) of a Series or a proportionate maturity thereof with a maturity of less than 271 days so designated by the Issuer by a supplemental ordinance or resolution prior to the issuance thereof.

"Composite Reserve Requirement" shall mean an amount of money, or the aggregate available amount under one or more Reserve Account Insurance Policies or Reserve Account Letters of Credit, or a combination thereof, with respect to either the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount, equal to the lesser of (i) the Maximum Annual Debt Service calculated with respect to all Series of Bonds Outstanding hereunder that are secured by the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount, for which such test is applied, (ii) 125% of the average Annual Debt Service calculated with respect to all Series of Bonds Outstanding hereunder that are secured by the Tax-Exempt Composite Reserve Subaccount, or Taxable Composite Reserve Subaccount, for which such test is applied, or (iii) 10% of the aggregate stated original principal amount of all Series of Bonds Outstanding hereunder that are secured by the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount, for which such test is applied, provided, however, that in determining the aggregate stated original principal amount of Bonds Outstanding for the purposes of this clause (iii), the issue price of Bonds (net of pre-issuance accrued interest) shall be substituted for the original stated principal amount of those Bonds if such bonds were sold at either an original issue discount or premium exceeding two percent (2%) of the stated principal amount at maturity.

"Construction Fund" shall have the meaning ascribed thereto pursuant to Section 4.03 hereof.

"Cost" or "Costs," when used in connection with a Project, shall mean, to the extent permitted under the Act, (x) with respect to Bonds that are not Build America Bonds, (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project or any component thereof; (3) costs of land and interests therein and the costs of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the Project during, and if advisable by the Issuer, for up to one (1) year after the end of, the construction period of such Project; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the financing incurred during, and if advisable by the Issuer, for up to one (1) year after the end of, the construction period for such Project, including audits, fees and expenses of any Paying Agent, Registrar, Insurer, Credit Bank or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for such Project; (9) costs of machinery or equipment required by the Issuer for the commencement of operation of such Project; (10) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles and may include reimbursement to the Issuer of costs previously paid or financed by the Issuer to the extent legally permissible and (y) with respect to Bonds that are Build America Bonds, any cost of a type that is



properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under §1.150-2(c) of the Code) under general Federal income tax principles, and other costs permitted under the Act and the Code, and may include reimbursement to the Issuer of costs previously paid or financed by the Issuer to the extent legally permissible under the Act and the Code. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"County Administrator" shall mean the County Administrator of the Issuer or any other Person succeeding to the duties thereof.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing any Credit Facility (other than a Bond Insurance Policy), as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, a letter of credit, a line of credit or another credit or liquidity enhancement facility or Bond Insurance Policy, as approved in the Supplemental Resolution providing for the issuance of such Series of Bonds.

"Current Interest Bonds" shall mean Bonds that bear interest that is payable annually or more frequently.

"Debt Service Account" shall mean the Debt Service Account in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Debt Service Fund" shall mean the Capital Improvement Revenue Bonds Debt Service Fund established pursuant to Section 4.04 hereof.

"Designated Maturity Bonds" shall mean all of the Bonds of a Series or a particular maturity thereof, with a maturity longer than 270 days, so designated by the Issuer by a supplemental ordinance or resolution prior to the issuance thereof, for which no mandatory debt service redemption requirements have been established.

"Direct Obligations" shall mean non-callable direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Favorable Opinion of Bond Counsel" shall mean (i) with respect to Bonds that are not Taxable Bonds or Build America Bonds, an opinion of Bond

Counsel to the effect that a contemplated action will not adversely affect the exclusion, from gross income for federal income tax purposes of interest on any Bonds, and (ii) with respect to Bonds that are Tax Credit Bonds, an opinion of Bond Counsel to the effect that the contemplated action will not adversely affect the expected receipt of tax credits by the Holder of such Bonds.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other consecutive 12 month period as may hereafter be designated as the fiscal year of the Issuer pursuant to general law.

"Fitch" shall mean Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall no longer perform the function of a securities rating agency, "Fitch" shall be deemed to refer to such other nationally recognized securities rating agency as the Issuer shall designate with the approval of the Insurers of Outstanding Bonds, which approval shall not be unreasonably withheld.

"Governing Body" shall mean the Board of County Commissioners of Sarasota County, Florida or its successor in function.

"Half-Cent Sales Tax Revenues" shall mean the proceeds of the Local Government Half-Cent Sales Tax and other moneys received by the Issuer from the Local Government Half-cent Sales Tax Clearing Trust Fund pursuant to the provisions of Chapter 218, Part VI, Florida Statutes.

"Insurer" shall mean the issuer of a Bond Insurance Policy with respect to any Series of Bonds.

"Interest Date" or "interest payment date" shall be such date or dates for the payment of interest on a Series of Bonds as shall be provided by Supplemental Resolution.

"Interlocal Agreement" shall mean the Interlocal Agreement Between The City of Sarasota and Sarasota County For Major League Baseball Spring Training Use By The Baltimore Orioles dated July 24, 2009 and ratified on February 19, 2010, between the Issuer and the City, as amended from time to time.

"Issuer" shall mean Sarasota County, Florida.

"Issuer Subsidy Bond Payments" shall mean, with respect to any Issuer Subsidy Bonds issued pursuant to this Resolution, payments due to the Issuer directly from the United States Treasury Secretary, or other party designated by the federal government to issue such payments, on such Bonds.

"Issuer Subsidy Bonds" shall mean any Bonds, the interest on which is not excluded from gross income of the Holders thereof for federal income tax



purposes, issued by the Issuer pursuant to Section 54AA of the Code, including Recovery Zone Economic Development Bonds issued pursuant to Section 1400U-2 of the Code, or any other similar Bonds, for which the Issuer receives direct subsidy payments in an amount equal to a portion of the interest paid on such Bond.

"Maximum Annual Debt Service" shall mean, as of any particular date of calculation, the largest aggregate amount of the Annual Debt Service becoming due in any Bond Year in which Bonds are Outstanding, excluding all Bond Years which shall have ended prior to the Bond Year in which the Maximum Annual Debt Service shall at any time be computed; provided, that with respect to any Bonds for which Amortization Installments have been established, the amount of principal and interest coming due on the final maturity date with respect to such Bonds shall be reduced by the aggregate principal amount or Accreted Values, as the case may be, of such Bonds that are to be redeemed or paid from Amortization Installments to be made in prior Bond Years.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution of the Issuer delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Moody's Investors Service" or "Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall no longer perform the function of a securities rating agency, "Moody's Investors Service" or "Moody's" shall be deemed to refer to such other nationally recognized securities rating agency as the Issuer shall designate with the approval of the Insurers of Outstanding Bonds, which approval shall not be unreasonably withheld.

"MOU" shall mean the Memorandum of Understanding dated July 22, 2009 and ratified on February 19, 2010, between the Issuer and the Team.

"Outstanding," when used with reference to Bonds and as of any particular date, unless otherwise provided by Supplemental Resolution with respect to a particular Series of Bonds, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 or 2.08 hereof, (3) any Bond deemed to have been paid pursuant to Section 3.04 or 8.01 hereof, and (4) any Bond cancelled after purchase in the open market or because of payment at, or redemption prior to, maturity.

"Paying Agent" shall mean any paying agent (which may include the Issuer) for Bonds appointed by or pursuant to this Resolution or a Supplemental Resolution and its successor or assigns, and any other Person which may at any

time be substituted in its place pursuant to this Resolution or a Supplemental Resolution.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean (1) the Half-Cent Sales Tax Revenues remaining after making provision for all payments due and payable pursuant to Section 4.03A through 4.03E of the Senior Lien Resolution, (2) with respect to particular Series of Bonds, Additional Revenues pledged to secure such series, if any, (3) any Qualified Hedge Receipts (net of any Qualified Hedge Payments), and (4) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, other than the Rebate Account and the Additional Construction Funds. As used herein, "Pledged Funds" shall not, as to a particular Series of Bonds, include moneys held in a subaccount in the Reserve Account created to secure only one or more different Series of Bonds.

"Pledged Tourist Development Tax Revenues" shall mean the revenues derived from the first one-half percent levy of the Tourist Development Tax that are legally available to pay principal, premium if any and interest on the Series 2010 Bonds up to a maximum amount in any Bond Year of the Annual Debt Service on the Series 2010 Bonds.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which at the time of purchase are rated "AAA" by S&P and/or Fitch and/or "Aaa" by Moody's.

"Project" shall mean the 2010 Project and any Additional Project.

"Qualified Hedge Agreement" shall mean an agreement such as an interest rate swap, collar, cap, or other functionally similar agreement, between the Issuer and a counterparty whose long-term unsecured debt at the time of entering into such agreement is rated, or whose obligations are guaranteed by an entity whose long-term unsecured debt at the time of entering into such agreement is rated, in one of the three (3) highest rating categories (without regard to gradations) by at least two nationally recognized securities rating agencies, which agreement requires that if such counterparty or guarantor, as the case may be, does not maintain a rating in one of the three (3) highest rating categories (without regard to gradations) from at least two securities rating agencies, one of the following shall occur (a) such counterparty shall provide a new guarantor, or some form of credit enhancement from any entity, whose long-term unsecured debt is then rated in one of the three (3) highest rating categories or above (without regard to gradations), or (b) such counterparty shall be obligated to post collateral for the benefit and

protection of the Issuer under the terms of a credit support annex or comparable agreement, and which agreement is entered into by the Issuer as a debt management tool with respect to the Bonds or a portion thereof issued hereunder and which agreement is expressly designated in writing by the Issuer to constitute a "Qualified Hedge Agreement" hereunder.

"Qualified Hedge Payments" shall mean the net payment obligation of the Issuer arising under a Qualified Hedge Agreement, which are calculated on the basis of interest on a notional amount which may correspond with the principal amount of certain Bonds issued hereunder or a particular Series or maturity thereof, based upon a fixed or a variable rate index or formula. Qualified Hedge Payments include only regularly scheduled payments under a Qualified Hedge Agreement determined by reference to interest on a notional amount and shall not include any other payments under such agreement (for example, any termination fee, fee for extension, indemnification obligations or other fees payable to the counterparty).

"Qualified Hedge Receipts" shall mean the net payment obligations of the counterparty to the Issuer arising under a Qualified Hedge Agreement which are calculated on the basis of interest on a notional amount which may correspond with the principal amount of certain Bonds issued hereunder, or a particular series or maturity thereof, based upon a fixed or variable rate index or formula. Qualified Hedge Receipts include only regularly scheduled payments under a Qualified Hedge Agreement determined by reference to interest on a notional amount and shall not include any other payments under such agreement (for example, any termination fee, fee for extension, indemnification obligations or other fees payable to the counterparty).

"Rebate Account" shall mean the separate account of that name established in the Debt Service Fund pursuant to Section 4.04 hereof.

"Rebate Amount" shall mean the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the applicable Series of Bonds, plus any income attributable to such excess, but shall not include any amount exempted by Section 148(f) of the Code from payment to the United States.

"Recovery Zone Economic Development Bonds" shall have the meaning given in Section 1400U-2(b)(1) of the Code.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Referendum-Authorized Bonds" shall mean Bonds authorized pursuant to a Referendum Authorizing Bond Ordinance, in which the aggregate principal amount of such Bonds are applied against the limitations contained in the Referendum Authorizing Bond Ordinances and are not applied or limited in any manner by the amount of Bonds which may be issued under the Issuer's Charter.

"Referendum Authorizing Bond Ordinances" shall mean any ordinances or resolutions enacted or adopted, as applicable, pursuant to special referendum elections authorizing the issuance of Referendum-Authorized Bonds.

"Refunding Securities" shall mean United States Obligations and Prerefunded Obligations.

"Registrar" shall mean any registrar (which may include the Issuer) for the Bonds appointed by or pursuant to this Resolution or a Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution or a Supplemental Resolution.

"Reserve Account" shall mean the separate account of that name in the Debt Service Fund established pursuant to Section 4.04 hereof.

"Reserve Account Insurance Policy" shall mean an insurance policy or surety bond deposited in the Tax-Exempt Composite Reserve Subaccount or Taxable Reserve Subaccount or any other subaccount in the Reserve Account in lieu of or in substitution for cash on deposit therein pursuant to Section 4.05(A)(2) hereof.

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) issued by any bank or national banking institution deposited in the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount or any other subaccount in the Reserve Account in lieu of or in substitution for cash required to be deposited therein pursuant to Section 4.05(A)(2) hereof.

"Reserve Account Requirement" shall mean, with respect to the Tax-Exempt Composite Reserve Subaccount and the Taxable Composite Reserve Subaccount, the Composite Reserve Requirement; and with respect to each Series of Bonds issued hereunder that is not secured by the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount, the amount of money, if any, or available amount of a Reserve Account Insurance Policy or a Reserve Account Letter of Credit, if any, or a combination thereof, required by Supplemental Resolution adopted prior to the issuance of such Series of Bonds to be maintained in the subaccount in the Reserve Account with respect to such Series of Bonds pursuant to Section 4.05(2) hereof.



"Resolution" shall mean this Resolution, as the same may be supplemented or amended from time to time by one or more Supplemental Resolutions.

"Revenue Fund" shall mean the Capital Improvement Revenue Bonds Revenue Fund established pursuant to Section 4.04 hereof.

"Senior Lien Bonds" shall mean the Issuer's Sales Tax Revenue Bonds, Series 2002 and Sales Tax Revenue Bonds, Series 2000. The Senior Lien Bonds have a first and prior lien on the Half-Cent Sales Tax Revenues.

"Senior Lien Resolution" shall mean Resolution No. 86-276, adopted by the Issuer on July 1, 1986, as amended and supplemented.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Sections 2.01 and 2.02 hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Amortization Installments or other provisions.

"Series 2010 Bonds" shall mean collectively, the Series 2010A Bonds, the Series 2010B Bonds and the Series 2010C Bonds.

"Series 2010A Bonds" shall mean the Issuer's Capital Improvement Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy) authorized to be issued pursuant to Section 2.02 hereof.

"Series 2010B Bonds" shall mean the Issuer's Capital Improvement Revenue Bonds, Series 2010B (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds - Direct Subsidy) authorized to be issued pursuant to Section 2.02 hereof.

"Series 2010C Bonds" shall mean the Issuer's Capital Improvement Revenue Bonds, Series 2010C authorized to be issued pursuant to Section 2.02 hereof.

"SIFMA Index" shall mean The Securities Industry and Financial Markets Association<sup>TM</sup> Municipal Swap Index as disseminated by Municipal Market Data, a Thomson Financial Services Company, or its successor or as otherwise designated by the Securities Industry and Financial Markets Association or any successor thereto, or if such index is not available, another reasonably comparable index selected in good faith by the Issuer.

"Standard & Poor's Ratings Group" or "S&P" shall mean Standard and Poor's Ratings Group, a division of The McGraw-Hill Company, a corporation

organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation shall no longer perform the functions of a securities rating agency, "Standard & Poor's Ratings Group" or "S&P" shall be deemed to refer to such other nationally recognized securities rating agency as the Issuer may designate, and any assigns and successors thereto with the approval of the Insurers of Outstanding Bonds, which approval shall not be unreasonably withheld.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 5.01 hereof.

"Supplemental Resolution" shall mean any resolution or ordinance of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 or 7.02 hereof to the extent that any Bonds are then Outstanding hereunder.

"Taxable Bonds" shall mean Bonds (other than Build America Bonds) the interest on which is not intended at the time of the issuance thereof to be excluded from the gross income of the Holders thereof for federal income tax purposes.

"Taxable Composite Reserve Subaccount" shall mean the subaccount in the Reserve Account established pursuant to Section 4.04 of this Resolution.

"Tax Credit Bonds" shall mean any Bonds, the interest on which is not excluded from gross income of the Holders thereof for federal income tax purposes, issued by the Issuer pursuant to Section 54AA of the Code for which the Holders of such Bonds receive a tax credit in an amount equal to a portion of the interest paid on such Bonds or any similar Bonds on which the Holders thereof receive a tax credit in an amount equal to a portion of the interest paid on such Bonds.

"Tax-Exempt Composite Reserve Subaccount" shall mean the subaccount in the Reserve Account established pursuant to Section 4.04 of this Resolution.

"Team" shall mean the Baltimore Orioles Limited Partnership, a Maryland limited partnership.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer and which are subject to mandatory redemption by Amortization Installment.

"Tourist Development Plan" shall mean the plan for tourist development as set forth in the Tourist Development Tax Ordinance.



"Tourist Development Tax" shall mean the Tourist Development Tax levied and collected pursuant to Section 125.0104, Florida Statutes and the Tourist Development Tax Ordinance.

"Tourist Development Tax Ordinance" shall mean Ordinance No. 87-134, enacted by the Issuer on December 8, 1987, as amended from time to time, and codified as Chapter 114, Article III of the Sarasota County Code of Ordinances.

"2010 Project" shall have the meaning ascribed thereto in Section 1.04(A) hereof.

"United States Obligations" shall mean Direct Obligations and stripped interest obligations on debt obligations issued by Resolution Funding Corporation.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which can not be ascertained and determined at the time of issuance for the entire term of such Bonds.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

**SECTION 1.02. AUTHORITY FOR RESOLUTION.** This Resolution is enacted pursuant to the provisions of the Act.

**SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT.**  
In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds and any Credit Bank and/or any Insurer and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds and any Credit Bank and/or any Insurer. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and for the benefit, protection and security of any Credit Bank and/or any Insurer. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The Issuer deems it necessary, desirable and in the best interests of the Issuer, in compliance with the terms of the MOU, to finance a portion of the acquisition, construction and renovation of Ed Smith Stadium, located in the City, as a major league baseball spring training facility, including practice fields and other ancillary facilities, including without limitation, the facilities to be located at Twin Lakes Park, for use by the Team to be located in Sarasota County, Florida, together with any other capital projects hereafter approved by the Issuer and otherwise permitted under the Act (the "2010 Project"). The Issuer expects the balance of the costs of the 2010 Project will be financed by funds provided by the City and/or the Team.

(B) The Issuer has enacted the Tourist Development Tax Ordinance authorizing the levy and collection of the Tourist Development Tax.

(C) The Issuer and the City entered into the Interlocal Agreement detailing the responsibilities and obligations of the City and the Issuer with respect to, among other things, the ownership, financing, construction and operation of the 2010 Project.

(D) The Issuer has heretofore amended the Tourist Development Plan to provide for the use of the Pledged Tourist Development Tax Revenues to pay for a portion of the costs of the 2010 Project. No portion of the revenues derived from the Tourist Development Tax has been previously pledged by the Issuer.

(E) The Issuer may, to the extent deemed necessary to sell the Bonds at more favorable interest rates, pledge Additional Revenues to the extent described herein to a particular Series of Bonds.

(F) On July 21, 2009, the Issuer enacted Ordinance No. 2009-040 (the "Recovery Zone Ordinance") declaring Sarasota County, Florida, a Recovery Zone for purposes of issuing Recovery Zone Economic Development Bonds under the Code.

(G) The Issuer has been allocated by the Secretary (as defined in the Code) \$18,534,000 in Recovery Zone Economic Development Bond allocation pursuant to Section 1400U-1(a)(1)(A) of the Code.

(H) On October 13, 2009, the Board of County Commissioners of the Issuer approved the transfer of up to \$9,500,000 of the Issuer's Recovery Zone Bond allocations to the City, leaving at least \$9,034,000 of such allocations available to the Issuer.

(I) The capital expenditures paid or incurred by the Issuer with respect to the 2010 Project are determined to promote economic development including, without limitation, increasing tourism in Sarasota County, Florida.

(J) The Issuer desires to issue the Series 2010A Bonds and Series 2010B Bonds as Build America Bonds and to designate the Series 2010A Bonds as Issuer Subsidy Bonds and to designate the Series 2010B Bonds as Recovery Zone Economic Development Bonds (which are also Issuer Subsidy Bonds).

(K) The Pledged Funds are not pledged or encumbered in any manner, except, in the case of the Half-Cent Sales Tax Revenues, as to which the Senior Lien Bonds have a prior lien, which lien shall remain in force and effect until such lien shall be terminated or defeased at a time subsequent hereto.

(L) The estimated Pledged Funds will be sufficient to pay the principal of and interest on the Series 2010 Bonds, as the same become due, and all other payments provided for in this Resolution.

(M) The principal of and interest on the Bonds to be issued pursuant to this Resolution and all other payments provided for in this Resolution will be secured solely by a pledge of, and will be payable from the Pledged Funds, which the Issuer has full power and authority to pledge in the manner provided herein; and the ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution and, except as otherwise expressly provided herein, the Bonds shall not constitute a lien upon any property of the Issuer.

**SECTION 1.05. AUTHORIZATION OF 2010 PROJECT.** The planning, engineering, acquisition, construction, equipping and renovation of the 2010 Project are hereby authorized.

## **ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS**

**SECTION 2.01. AUTHORIZATION OF BONDS.** This Resolution authorizes the issuance pursuant to the Act, and in particular, but without limitation, Section 125.01, Florida Statutes, Section 125.013, Florida Statutes, by the Issuer of Bonds to be designated as "Sarasota County, Florida Capital Improvement Revenue Bonds" (or similar terminology to reflect the purpose or Series designation) which may be issued in one or more Series as hereinafter provided to carry out proper Issuer purposes. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act or by law.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. The Bonds may be issued as obligations the interest on which is excluded from gross income for federal tax purposes, as Taxable Bonds or Build America Bonds, as fixed rate Bonds or Variable Rate Bonds, as Current Interest Bonds or as Capital Appreciation Bonds, as Designated Maturity Bonds and/or as Commercial Paper Obligations. Bonds may be issued hereunder as Referendum-Authorized Bonds or as Bonds that otherwise comply with Section 5.2D of the Charter but are not Referendum-Authorized Bonds.

The Issuer may, based upon advice of the financial advisor to the Issuer that it is in the best financial interest of the Issuer, pledge Additional Revenues to particular Series of Bonds, to the extent and in the manner described herein.

Except as otherwise provided hereby with respect to the Series 2010 Bonds, the Issuer shall by Supplemental Resolution authorize such Series and shall specify or provide for the specification of the following: the authorized principal amount of such Series; the Additional Project to be financed or the indebtedness to be refunded with the proceeds thereof; the date and terms of maturity or maturities of the Bonds of such Series; whether such Bonds are Taxable Bonds, Build America Bonds, Issuer Subsidy Bonds, Tax Credit Bonds, Variable Rate Bonds, fixed rate Bonds, Capital Appreciation Bonds, Current Interest Bonds, Designated Maturity Bonds and/or Commercial Paper Obligations, or Bonds payable on the demand of the Holder; whether such Bonds are Referendum-Authorized Bonds; the interest rate or rates of the Bonds, which may include variable, adjustable, convertible, auction reset or other rates, original issue discounts, Capital Appreciation Bonds and zero interest rate bonds, provided that the average net interest cost rate on the Bonds of each such Series shall never exceed the maximum interest rate permitted by applicable law in effect at the time such Series of Bonds is issued, and provided further that the interest payment dates for Bonds bearing interest payable semiannually shall be April 1 and October 1 unless otherwise expressly provided by the Supplemental Resolution authorizing such Bonds; the authorized denominations (or, with respect to Capital Appreciation Bonds, the value at maturity) of each Series of Bonds (which shall be at least \$5,000 unless otherwise provided by Supplemental Resolution as to a Series of Bonds), numbering and lettering of such Bonds; the Paying Agents and place or places of payment of such Bonds; the Redemption Prices for such Bonds and any terms of redemption not inconsistent with the provisions of this Resolution, which may include optional redemption, extraordinary optional redemption and mandatory redemptions at the election of the Holder or registered owner thereof; the amount and date of each



Amortization Installment, if any, for Term Bonds of such Series; the use of the proceeds of such Series of Bonds not inconsistent with this Resolution, including deposits required to be made to the Reserve Account, if any, or any subaccount therein, with respect to each such Series of Bonds; whether such Series of Bonds shall be secured by the Tax-Exempt Composite Reserve Subaccount, Taxable Composite Reserve Subaccount or any other subaccount in the Reserve Account; the Reserve Account Requirement, if any, with respect to such Series of Bonds if such Series of Bonds is not to be secured by the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount; whether a Bond Insurance Policy shall be purchased; whether the Reserve Account Requirement shall be satisfied with a Reserve Account Insurance Policy or with proceeds of the Series of Bonds; and any other terms or provisions applicable to the Bonds, not inconsistent with the provisions of this Resolution or the Act. All of the foregoing may be added by one or more Supplemental Resolutions adopted at any time and from time to time prior to the issuance of such Series of Bonds. Unless otherwise so provided, each Bond shall bear interest from the later of the original issue date shown thereon or the most recent interest payment date to which interest has been paid, until payment of the principal sum or until provision for the payment thereof on or after the maturity or redemption date has been duly provided for.

All Bonds issued hereunder shall be in registered form, shall contain substantially the same terms and conditions as set forth in the form of the Bond in Section 2.09 below, shall be payable in lawful money of the United States of America and shall bear interest from their date, or from such other date as the Issuer may determine, which in the case of Current Interest Bonds shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof. Principal of and interest and redemption premiums, if any, on Capital Appreciation Bonds, and principal of and redemption premiums, if any, on Current Interest Bonds shall be payable by check or draft at maturity or earlier redemption thereof upon presentation and surrender of such Bonds to the Paying Agent. Notwithstanding the foregoing, if and to the extent permitted by applicable law, the Issuer may establish a system of registration and may issue thereunder certificated registered public obligations (represented by instruments) or uncertificated registered public obligations (not represented by instruments) commonly known as book-entry obligations, combinations thereof, or such other obligations as may then be permitted by law. The Issuer shall appoint such Registrars, transfer agents, depositaries, or other agents as may be necessary to cause the registration, registration of transfer and reissuance of the Bonds within a commercially reasonable time according to the then-current industry standards and to cause the timely payment of interest, principal and premiums payable with respect to the Bonds. If the Issuer adopts a system for the issuance of uncertificated registered public obligations, it may permit thereunder the conversion, at the option of a Holder of any Bond then Outstanding, of a certificated registered public obligation to an uncertificated registered public obligation, and the reconversion of the same.

A list of the names and addresses of the registered owners of the Bonds shall be maintained at all times by the Registrar.

Unless otherwise provided by a Supplemental Resolution with respect to a Series of Bonds, if any date for payment of the principal of, premium, if any, or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment. Unless otherwise provided by a Supplemental Resolution with respect to a Series of Bonds, interest on the Bonds shall be calculated based on a 360-day year containing twelve 30-day months.

In addition to other terms established with respect to one or more Series of Bonds by Supplemental Resolution adopted prior to the issuance of such Series, the form of the Bonds may provide that the Holder of any such Bond may demand payment of principal and interest from the Issuer within a stated period after delivering notice to a designated agent for the Issuer and providing a copy of the notice with the tender of the Bond to such agent and may provide that under certain circumstances the Holder thereof may be required to tender its Bond for purchase. The designated agent for the Issuer, in accordance with the terms of a remarketing or replacement agreement, may provide for the resale or redelivery of the Bonds on behalf of the Issuer at a price provided for in the agreement. If the Bonds shall not be resold or redelivered within a stated period, the agent for the Issuer may be authorized to draw upon a previously executed credit or liquidity agreement between the Issuer and one or more banks or other financial or lending institutions permitting the Issuer to borrow interest and/or principal for payment upon the Bonds to which such credit or liquidity agreement shall pertain. The particular form or forms of such demand provisions, the period or periods for payment of principal and interest after delivery of notice, the appointment of the agent for the Issuer, the terms and provisions of the remarketing or replacement agreement, and the terms and provisions of the credit or liquidity agreement shall be as designated by a Supplemental Resolution of the Issuer adopted prior to the sale of the applicable Series of Bonds.

With respect to any Series of Bonds, the Issuer may, by Supplemental Resolution adopted prior to the issuance of such Series of Bonds, reserve or exercise the right to sell, assign or transfer rights to call Bonds of such Series for mandatory purchase.

Unless otherwise provided by Supplemental Resolution adopted prior to the issuance of the applicable Series of Bonds, a purchase of Bonds by or through a remarketing agent, trustee, auction agent, credit or liquidity facility provider or the Issuer pursuant to an optional or mandatory tender shall not be deemed a redemption of such Bonds and will not be deemed to extinguish or discharge the indebtedness evidenced by such Bonds. Any Bonds purchased by or on behalf of the Issuer pursuant to an optional or mandatory tender shall be purchased with the



intent that the indebtedness evidenced by such Bonds shall not be extinguished or discharged; such indebtedness shall not be extinguished or discharged and such Bonds shall remain Outstanding hereunder unless and until such Bonds are delivered to the trustee or paying agent therefor for cancellation.

**SECTION 2.02. AUTHORIZATION AND DESCRIPTION OF SERIES 2010 BONDS.** One or more Series of Bonds entitled to the benefit, protection and security of this Resolution are hereby authorized in an aggregate principal amount of not to exceed \$20,325,000 for the principal purposes of financing a portion of the Cost of the 2010 Project, funding a subaccount or subaccounts in the Reserve Account with proceeds of the Series 2010 Bonds in an amount equal to the Reserve Account Requirement with respect to such subaccount or subaccounts, and paying certain costs of issuance incurred with respect to such Series 2010 Bonds. The aggregate principal amount of Series 2010B Bonds shall not exceed the Issuer's allocation of Recovery Zone Economic Development Bonds after deducting amounts previously issued by the Issuer as Recovery Zone Economic Development Bonds and amounts transferred by the Issuer to other authorized governmental issuers and expected to be used by such other governmental issuer.

The Series 2010A Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title "Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2010A (Federally Taxable – Build America Bonds – Direct Subsidy)," the Series 2010B Bonds shall be designated as and shall be distinguished from the Bonds of all other Series by the title "Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2010B (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy)," and the Series 2010C Bonds shall be designated as and shall be distinguished from the Bonds of all other Series by the title "Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2010C," provided that the Issuer may change the designation of the Series 2010A Bonds and/or the Series 2010B Bonds and/or the Series 2010C Bonds in the event that the total authorized amount of Series 2010 Bonds are not issued in a simultaneous transaction or the Series 2010 Bonds are not issued in calendar year 2010.

Except as may otherwise be provided by a Supplemental Resolution, the Issuer hereby pledges to the payment of the Series 2010 Bonds the Pledged Tourist Development Tax Revenues, and designates the Pledged Tourist Development Tax Revenues as Additional Revenues for all purposes of this Resolution. No Bond issued hereunder, other than the Series 2010 Bonds, shall have a lien on the Pledged Tourist Development Tax Revenues unless expressly pledged by a Supplemental Resolution and designated therein as Additional Revenues.

In the event the Issuer determines in accordance with the terms of this Resolution and any resolution supplemental hereto to issue the Series 2010A Bonds as Build America Bonds, this Resolution shall be conclusive evidence that pursuant

to Section 54AA(d)(1)(C) the Issuer has made an irrevocable election that Section 54AA of the Code apply to the Series 2010A Bonds and pursuant to Section 54AA(g)(2)(B) of the Code has also made an irrevocable election to have Section 54AA(g) of the Code apply in order to receive the Issuer Subsidy Bond Payments directly from the United States Treasury in connection therewith. In the event the Issuer determines in accordance with the terms of this Resolution and any resolution supplemental hereto to issue the Series 2010B Bonds as Recovery Zone Economic Development Bonds, this Resolution shall also be conclusive evidence that pursuant to Section 54AA(d)(1)(C) and Section 1400U-2 of the Code the Issuer has designated the Series 2010B Bonds as Recovery Zone Economic Development Bonds for purposes of Section 1400U-2 of the Code and elected to receive the Issuer Subsidy Bond Payments directly from the United States Treasury in connection therewith.

Notwithstanding anything herein to the contrary, based upon advice of the financial advisor to the Issuer that it is in the best financial interest of the Issuer, the Issuer may elect to issue all or a portion of the Series 2010 Bonds as tax-exempt bonds instead of as Build America Bonds or as a single series of Build America Bonds, and in such case, may combine such Bonds into one series and may modify the name or designation of the Series 2010 Bonds accordingly.

The Series 2010 Bonds shall be dated as of the date of delivery of such Bonds to purchaser or purchasers thereof or such other date as may be set forth by Supplemental Resolution of the Issuer; shall be issued as fully registered Bonds; shall be in such denominations and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds, Term Bonds, Variable Rate Bonds and Capital Appreciation Bonds; maturing in such amounts and in such years not exceeding forty (40) years from their date; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions, and may be insured, all as the Issuer shall provide herein or hereafter by Supplemental Resolution. The Series 2010 Bonds shall be numbered consecutively from one upward preceded by the letter "R" prefixed to the number, with such prefix to be modified by the addition of a series letter designation to differentiate between the Series 2010A Bonds and the Series 2010B Bonds and the Series 2010C Bonds.

The principal of or Redemption Price, if applicable, on the Series 2010 Bonds is payable upon presentation and surrender of the Series 2010 Bonds at the office of the Paying Agent. Interest payable on any Series 2010 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Date (the "Record Date"), irrespective of any transfer or exchange of such Series 2010 Bonds subsequent to such Record Date and prior to

such Interest Date, unless the Issuer shall be in default in the payment of interest due on such Interest Date. In the event of such default, such defaulted interest shall be payable to the Holders in whose names the Series 2010 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Issuer to the registered owners of the Series 2010 Bonds, not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose names the Series 2010 Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing. Interest with respect to Capital Appreciation Bonds, if any, shall be paid only upon presentation and surrender thereof at the office of the Paying Agent upon maturity or prior redemption. All payments of principal or Redemption Price, if applicable, and interest on the Series 2010 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Notwithstanding anything in the foregoing to the contrary, at the request and expense of the registered owner of \$1,000,000 or more of the Bond Obligation of a Series of Bonds, interest shall be paid by wire transfer on an interest payment date to a bank account located in the continental United States and designated in writing to the Registrar at least five (5) days prior to the applicable Interest Date.

**SECTION 2.03. APPLICATION OF BOND PROCEEDS.** Except as otherwise provided hereby, the proceeds, including accrued interest and premium, if any, received from the sale of the Bonds of any Series shall be applied by the Issuer simultaneously with the delivery of such Bonds in accordance with the provisions herein or in a Supplemental Resolution of the Issuer adopted at or before the delivery of such Series of Bonds, in conformity with this Resolution.

**SECTION 2.04. EXECUTION OF BONDS.** The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chair and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

**SECTION 2.05. AUTHENTICATION.** No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in the form of the Bond in Section 2.09 hereof.

**SECTION 2.06. TEMPORARY BONDS.** Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

**SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.



Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

**SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER.** Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series, interest rate and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, there shall be maintained and kept, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the registration books, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

Upon the occurrence of a payment default on the Bonds, the Registrar shall make available to the Insurer(s) and any Credit Bank(s) or their designated agents the names, addresses and holdings of Bondholders and any other relevant information contained in the registration books. In addition, the Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds,

forthwith (A) following the fifteenth day prior to an interest payment date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chair and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. Except as otherwise provided as to a Series of Bonds by a Supplemental Resolution related to such Bonds, the Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the fifteen (15) days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

**SECTION 2.09. FORM OF BONDS.** The text of the Bonds, except as otherwise provided pursuant to Section 2.01 hereof and except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair or the Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):



[Form of Bond]

No. R-\_\_\_\_\_

\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
SARASOTA COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REVENUE BOND,  
SERIES \_\_\_\_\_

[Federally Taxable] [Build America Bonds]  
[Recovery Zone Economic Development Bonds] [Direct Subsidy]

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
%	_____	_____	_____

Registered Owner: CEDE & CO.

Principal Amount:

Sarasota County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on April 1 and October 1 of each year commencing \_\_\_\_\_, 20\_\_ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable, upon presentation and surrender hereof, at the principal corporate trust office of \_\_\_\_\_, as Paying Agent. Payment of each installment of interest shall be made by check or draft mailed to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by \_\_\_\_\_, as Registrar, at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding each interest payment date (the "Record Date"), irrespective of any

transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date unless the Issuer shall be in default in the payment of interest due on such interest payment date. In the event of such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice by deposit in the U.S. mails, postage prepaid, by the Issuer to the Registered Owners of Bonds not less than fifteen days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing. Notwithstanding anything in the foregoing to the contrary, at the request and expense of the registered owner of \$1,000,000 or more of the Bond Obligation of a Series of Bonds, interest shall be paid by wire transfer on an interest payment date to a bank account located in the continental United States and designated in writing to the Registrar at least five (5) days prior to the applicable Interest Date.

This Bond is one of an authorized Series of Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "\_\_\_\_\_ Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued to finance \_\_\_\_\_, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Article VIII, Section 1 of the Constitution of the State, Chapter 125, Florida Statutes, Chapter 218, Part VI, Florida Statutes, Chapter 159, Part VII, Florida Statutes (with respect to Taxable Bonds and Build America Bonds), [the Tourist Development Tax Ordinance,] the Charter of the Issuer, [to the extent applicable, the Referendum Authorizing Bond Ordinances], and other applicable provisions of law (the "Act"), and Resolution No. \_\_\_\_\_, adopted by the Issuer on \_\_\_\_\_, 2010 (as amended and supplemented, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Half-Cent Sales Tax Revenues remaining after making provision for all payments due and payable pursuant to Sections 4.03A through 4.03E of Resolution No. 86-276 adopted by the Issuer on July 1, 1986, as amended and supplemented (the "Senior Lien Resolution"), [(2) Additional Revenues,] (3) any Qualified Hedge Receipts (net of Qualified Hedge Payments), and (4) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, other than the Rebate Account and Additional Construction Funds, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds") [on a parity with the Issuer's \_\_\_\_\_]. This Bond is junior and subordinate in all respects to the "Bonds" (as defined in the

Senior Lien Resolution) issued under the Senior Lien Resolution as to lien on and source of security for payment from such Half-Cent Sales Tax Revenues.

Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Bonds, the custody and application of the proceeds of the Bonds, the rights and remedies of the Owners of the Bonds, the extent of and limitations on the Issuer's rights, duties and obligations, the provisions permitting the issuance of additional parity indebtedness, [the provisions pursuant to which the Insurer is given the sole right to exercise certain rights of the Owners of the Bonds insured by such Insurer,] and the provisions permitting amendments to the Resolution, with and without the consent of the Bondholders, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond.

This Bond shall not be deemed to constitute a general debt or obligation or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation. It is expressly agreed by the Registered Owner of this Bond that the full faith and credit of the Issuer, the State of Florida, or any political subdivision thereof, are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Registered Owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer, the State of Florida, or any political subdivision thereof, to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in the manner and to the extent provided in the Resolution.

Neither the members of the Board of County Commissioners of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of \$5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by

any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail, postage prepaid, sent at least fifteen (15) and not more than forty-five (45) days prior to the redemption date to the Registered Owner hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Owner hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Owner hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday, a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, or a day on which the New York Stock Exchange is closed (each a "Non-Business Day"), then the date for such payment shall be the next succeeding day which is not a Non-Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Sarasota County, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chair of its Board of County Commissioners and by the manual or facsimile signature of the Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SARASOTA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Chair, Board of County  
Commissioners

(SEAL)

By: \_\_\_\_\_  
Clerk of the Circuit Court and  
Ex-Officio Clerk of the  
Board of County Commissioners

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue designated and executed under the provisions of the within-mentioned Resolution.

DATE OF AUTHENTICATION:

\_\_\_\_\_

\_\_\_\_\_  
Registrar

By: \_\_\_\_\_  
Authorized Officer

**[CERTIFICATE OF VALIDATION**

This Bond is one of a series of Bonds validated by judgment of the Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida, rendered on \_\_\_\_\_, 20\_\_.]



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

---

INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF ASSIGNEE

---

---

(Name and Address of Assignee)

---

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of  
survivorship and not as tenants  
in common

UNIF TRANS MIN ACT — \_\_\_\_\_  
(Cust)

Custodian for \_\_\_\_\_

under Uniform Transfers to Minors Act of \_\_\_\_\_  
(State)

Additional abbreviations may also be used  
though not in list above.

[End of Bond Form]

### ARTICLE III REDEMPTION OF BONDS

**SECTION 3.01. PROVISIONS FOR REDEMPTION.** Each Series of Bonds may be subject to redemption prior to maturity at such times and in such manner as shall be established by Supplemental Resolution of the Issuer adopted with respect to such Series of Bonds on or before the time of delivery of those Bonds. Unless otherwise provided by Supplemental Resolution with respect to a Series of Bonds, notice of redemption shall be given by the deposit in the U.S. mails of a copy of said redemption notice, postage prepaid, at least fifteen (15) and not more than forty-five (45) days before the redemption date to all registered owners of the Bonds or portions of Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with provisions hereof. Failure to mail any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no failure or defect occurred.

Unless otherwise provided by Supplemental Resolution with respect to a Series of Bonds, each notice shall set forth the date fixed for redemption of the Bond being redeemed, the Redemption Price to be paid, the date of such notice, the original issue date of such Bonds, the maturity date and rate of interest borne by each Bond being redeemed, the name, address and telephone number of the person designated by the Registrar to be responsible for such redemption and, if less than all of the Bonds then Outstanding shall be called for redemption, the distinctive

numbers and letters, including CUSIP Numbers, if any, of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

Unless otherwise provided by Supplemental Resolution with respect to a Series of Bonds, in addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the requirements of this paragraph; provided however, that failure of such notice or payment to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above in this Section 3.01.

(a) Each notice of redemption shall be sent to the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board or such other similar system hereafter established for similar disclosure purposes.

(b) Upon the payment of the Redemption Price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Notwithstanding the foregoing or any other provision hereof, notice of optional redemption pursuant to this Section 3.01 may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

#### **SECTION 3.02. EFFECT OF NOTICE OF REDEMPTION.**

Except as provided in Section 3.01 above, notice having been given in the manner and under the conditions hereinabove required, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the Redemption Price provided for redemption of such Bonds or portions of Bonds on such date. On the date so designated for redemption, moneys for payment of the Redemption Price being held in a separate account or accounts by the Paying Agent, or an escrow agent, in trust for the registered owners of the Bonds or portions thereof to be redeemed, all as provided in this Resolution, interest on the Bonds or portions of Bonds so called for redemption

shall cease to accrue, such Bonds and portions of Bonds shall cease to be entitled to any lien, benefit or security under this Resolution, and the registered owners of such Bonds or portions of Bonds shall have no right in respect thereof except to receive payment of the Redemption Price thereof and, to the extent provided in Section 3.03 of this Article, to receive Bonds for any unredeemed portions of the Bonds.

**SECTION 3.03. REDEMPTION OF PORTION OF REGISTERED BONDS.** In case part but not all of an Outstanding fully-registered Bond shall be selected for redemption, the registered owners thereof shall present and surrender such Bond to its designated Registrar (or if no such Registrar is designated, to the Issuer) for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and cause to be authenticated and delivered to or upon the order of such registered owner, without charge therefor, for the unredeemed balance of the principal amount of the Bond so surrendered, a Bond or Bonds fully-registered as to principal and interest.

**SECTION 3.04. BONDS CALLED FOR REDEMPTION NOT DEEMED OUTSTANDING.** Bonds or portions of Bonds that have been duly called for redemption under the provisions of this Article III, and with respect to which amounts, sufficient to pay the principal of, premium, if any, and interest to the date fixed for redemption shall be delivered to and held in separate accounts by an escrow agent or any Paying Agent in trust for the Holders thereof, as provided in Article VIII of this Resolution and as to which any conditions to such redemption have been satisfied, shall not be deemed to be Outstanding under the provisions of this Resolution and shall cease to be entitled to any lien, benefit or security under this Resolution, except to receive the payment of the Redemption Price on or after the designated date of redemption from moneys deposited with or held by the escrow agent or Paying Agent, as the case may be, for such redemption of the Bonds and, to the extent provided in Section 3.03 of this Article, to receive Bonds for any unredeemed portions of the Bonds.

#### **ARTICLE IV SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF**

**SECTION 4.01. BONDS NOT TO BE GENERAL INDEBTEDNESS OF ISSUER.** The Bonds shall not be or constitute general obligations or indebtedness of the Issuer within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, secured solely by a lien upon and pledge of, and payable from, the Pledged Funds in accordance with the terms of this Resolution. No Holder of any Bond or any Credit Bank or Insurer shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner provided herein.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

**SECTION 4.02. SECURITY FOR BONDS.** The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds and the payment of Qualified Hedge Payments shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility in addition to the security provided herein, and provided further that each Series of Bonds not secured by the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount may be secured independently of any other Series of Bonds by a corresponding subaccount in the Reserve Account, except as otherwise provided herein. The payment of any Series of Bonds hereunder may be secured by a pledge and lien upon such Additional Revenues, or such a pledge of Additional Revenues may be removed and deleted, all as provided by Supplemental Resolution adopted prior to the issuance of the Bonds of such Series. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds and the payment of Qualified Hedge Payments in accordance with the provisions hereof; notwithstanding anything herein to the contrary, however, the pledge of and lien upon the Half-Cent Sales Tax Revenues contained herein and granted hereby in favor of the Bonds and the Qualified Hedge Payments and the obligation to pay the Bonds and the Qualified Hedge Payments from such Half-Cent Sales Tax Revenues is junior and subordinate in all respects to the pledge thereof and lien thereon and obligation to pay given to secure the Senior Lien Bonds pursuant to the Senior Lien Resolution. Qualified Hedge Payments are not secured by funds in the Reserve Account or any subaccount thereof. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO AMOUNTS PAYABLE HEREUNDER OR UNDER THE BONDS OR QUALIFIED HEDGE AGREEMENTS ARE SECURED BY ANY AMOUNTS IN THE RESERVE ACCOUNT CREATED UNDER THE SENIOR LIEN RESOLUTION.

**SECTION 4.03. CONSTRUCTION FUND.** The Issuer hereby creates and establishes a separate fund to be known as the "2010 Capital Improvement Revenue Bonds Construction Fund" (the "2010 Construction Fund") and the "2010 Bonds Construction Fund Account" therein, which shall be used only for payment of the Costs of the 2010 Project. A Construction Fund shall be created by Supplemental Resolution for each Project funded by a Series of Additional Bonds and shall be designated in a manner to identify it with such Series of Bonds (each, a "Construction Fund"). Moneys in each Construction Fund (other than the Additional Construction Funds hereinafter described), until applied in payment of any item of the Cost of the applicable Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor



of the Holders of the Bonds for the applicable series for which it was established and for the further security of such Holders. There shall be paid into each Construction Fund the amounts required to be so paid by the provisions of this Resolution, as supplemented.

The Issuer covenants that upon commencement of acquisition or construction of any component of a Project, the acquisition, construction and installation of such component will be completed with due diligence and in accordance with sound engineering practices.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in a Construction Funds (other than amounts on deposit in the Additional Construction Funds) shall be applied to the payment of principal and interest on the applicable series of Bonds when due.

The date of completion of the 2010 Project and any Additional Project shall be determined by the Authorized Issuer Officer who shall certify such fact in writing to the Governing Body. Promptly after the date of the completion of a Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in the applicable Construction Fund (other than the Additional Construction Funds) in (1) the Reserve Account or any subaccount therein, to the extent of a deficiency therein, provided that with respect to Bonds that are not Taxable Bonds, the Issuer shall first receive a Favorable Opinion of Bond Counsel, (2) another Construction Fund for which the Authorized Issuer Officer has stated in writing that there are insufficient moneys present to pay the Cost of the related Project, provided that (i) with respect to Bonds that are not Taxable Bonds, the Issuer shall first receive a Favorable Opinion of Bond Counsel and (ii) an opinion of the County Attorney that such transfer shall not result in a violation of the Charter of the Issuer, and (3) such other fund or account established hereunder or such other lawful purpose as shall be determined by the Governing Body, provided that with respect to Bonds that are not Taxable Bonds or Issuer Subsidy Bonds, the Issuer shall first receive a Favorable Opinion of Bond Counsel.

The Issuer may establish additional funds and accounts in a Construction Fund for the purposes of paying costs of a Project ("Additional Construction Funds") and deposit therein any legally available funds of the Issuer, other than proceeds from the Bonds. The Additional Construction Funds shall not be subject to a lien and charge in favor of the Holders of the Bonds and shall not in any way secure the Bonds. Bondholders shall have no right to have the same applied for debt service on the Bonds. Funds on deposit in the Additional Construction Funds and any Construction Fund shall be withdrawn and applied to pay costs of the Projects by the Issuer in such order as deemed appropriate by the Issuer. Funds in the Additional Construction Funds shall be invested in accordance with the investment policy of the Issuer or as limited by resolution or agreements

entered into by the Issuer in connection with such Additional Construction Funds and investment earnings shall be applied in the same manner as the funds deposited therein.

**SECTION 4.04. FUNDS AND ACCOUNTS.** There are hereby created and established separate funds to be known as the "Capital Improvement Revenue Bonds Revenue Fund" (the "Revenue Fund") and the "Capital Improvement Revenue Bonds Debt Service Fund" (the "Debt Service Fund"). There are hereby created and established in the Debt Service Fund three accounts: the "Debt Service Account," the "Reserve Account" and the "Rebate Account." There is hereby created and established in the Reserve Account two separate subaccount designated the "Tax-Exempt Composite Reserve Subaccount" and the "Taxable Composite Reserve Subaccount." There may be created and established in the Reserve Account additional separate subaccounts with respect to and securing separate Series of Bonds. Moneys in the aforementioned funds and accounts, other than the Rebate Account, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders; provided that moneys in the separate subaccounts in the Reserve Account shall secure only the Bonds of the Series designated to be secured thereby.

The Issuer may at any time and from time to time deposit moneys from any one or more of the funds and accounts established hereby with a depository permitted under applicable law. Any such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

#### **SECTION 4.05. FLOW OF FUNDS.**

(A) The Issuer shall, promptly upon receipt, deposit all of the Half-Cent Sales Tax Revenues, Additional Revenues (unless there shall be no Series of Bonds Outstanding hereunder as to which a pledge of such Additional Revenues applies) and Qualified Hedge Receipts into the Revenue Fund. The moneys on deposit in the Revenue Fund shall be deposited or credited on or before the twenty-fifth day of each month, commencing in the month immediately following delivery of any of the Bonds to the purchasers thereof, in the following manner and in the following order of priority:

(1) Debt Service Account. First, by deposit into the Debt Service Account, an amount equal to one-sixth of the interest maturing on the Bonds on the next Interest Date, with respect to Bonds that bear interest payable semiannually, the amount of interest next maturing on Bonds that bear interest payable monthly, the amount of interest accruing in such month on Bonds that bear interest on other than a monthly or semiannual basis (other than Capital

Appreciation Bonds or other Bonds that bear interest only payable upon maturity or redemption), the amount of any Qualified Hedge Payment becoming due in such month, one-twelfth of all principal and, with respect to Bonds that pay interest only upon maturity or redemption, principal and accreted interest, maturing or becoming payable during the current Bond Year on the various Series of Serial Bonds that mature annually, one-sixth of all principal and, with respect to Bonds that pay interest only upon maturity or redemption, principal and accreted interest, maturing or becoming payable on the next maturity date in such Bond Year on the various Series of Serial Bonds that mature semiannually, and one-twelfth of the Amortization Installments and unamortized principal balances of Term Bonds coming due during the then-current Bond Year with respect to the Bonds, until there are sufficient funds then on deposit equal to the sum of the interest, principal and redemption payments due on the Bonds on the next interest, principal and redemption dates in such Bond Year and to timely pay Qualified Hedge Payments becoming due; provided however, with respect to Designated Maturity Bonds, the unamortized principal coming due on the final maturity date thereof that the Issuer reasonably anticipates refinancing, as reflected in the Annual Budget and/or a certificate of the Chief Financial Officer, shall not be included, and in lieu thereof there shall be included only one-twelfth of such principal amount that the Issuer certifies that it reasonably anticipates to become due in such year after taking into account any such anticipated refinancing of such Designated Maturity Bonds.

Deposits required pursuant to the foregoing shall be increased or decreased each month to the extent required to timely pay interest, principal and redemption premiums and any Qualified Hedge Payments next becoming due and payable, after making allowance for any accrued and capitalized interest, and to make up any deficiency or loss that may otherwise arise in such fund or account. Additionally, if Variable Rate Bonds are Outstanding on the twenty-fifth day of such month, unless the Issuer shall establish a different procedure for the payment or deposit of monthly interest on such Variable Rate Bonds in the Supplemental Resolution authorizing such Bonds, the Issuer shall deposit into the Debt Service Account in lieu of the monthly interest deposit or the one-sixth semiannual interest deposit described above, the interest actually accruing on such Bonds for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the date of deposit of funds from the Revenue Fund to the Debt Service Account will continue through the end of such month. On or before each interest payment date and each payment date for Qualified Hedge Payments, the Issuer shall make up any deficiencies in such interest deposit, based on the actual interest accruing through such date, from and to the extent of the funds remaining on deposit in the Revenue Fund.

Amounts accumulated in the Debt Service Account with respect to any Amortization Installment (together with amounts accumulated in the Debt Service Account with respect to interest, if any, on the Term Bonds for which such Amortization Installment was established) may be applied by the Issuer, on or prior

to the sixtieth day preceding the due date of such Amortization Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Amortization Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms; provided that the purchase or Redemption Price shall not exceed the principal amount of such Bonds, plus accrued interest or, with respect to Capital Appreciation Bonds, the Accreted Value thereof. The principal amount (Accreted Value with respect to Capital Appreciation Bonds) of Bonds so purchased or redeemed shall be credited against and reduce the next ensuing Amortization Installment. As soon as practicable after the sixtieth day preceding the due date of any such Amortization Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.01 hereof, Term Bonds of the Series and maturity for which such Amortization Installment was established (except in the case of Term Bonds maturing on an Amortization Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Amortization Installment. The Issuer shall pay out of the Debt Service Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Revenue Fund.

(2) Reserve Account. There shall next be deposited to each subaccount of the Reserve Account, amounts, including amounts necessary to reimburse the issuer of a Reserve Account Insurance Policy or a Reserve Account Letter of Credit for draws thereunder in order to reinstate such Reserve Account Insurance Policy or Reserve Account Letter of Credit, which, after taking into account other funds then on deposit therein (including amounts available under any Reserve Account Insurance Policy or Reserve Account Letter of Credit), will be sufficient to make the funds (or amounts of Reserve Account Insurance Policies and/or Reserve Account Letters of Credit) on deposit therein equal to the Reserve Account Requirement for each such subaccount; provided, however, that if the funds on deposit in a subaccount or subaccounts in the Reserve Account are less than the applicable Reserve Account Requirement as a result of a withdrawal therefrom for the payment of debt service on the Bonds due to a deficiency in the amounts available in the Debt Service Account, as provided below, the amount of such deficiency may be made up through twelve (12) substantially equal monthly installments, with such installments to commence the month after such withdrawal from the Reserve Account. Notwithstanding the foregoing, if a deficiency occurs in the Reserve Account due to the valuation of investments held therein as a result of the valuation required by Section 4.07 hereof, the Issuer may cure such deficiency by making substantially equal monthly deposits to the Reserve Account over a period commencing in the month following the valuation giving rise to the deficiency and ending not later than twelve (12) months after such valuation. To



the extent there are insufficient moneys in the Revenue Fund to make the required monthly deposit into each subaccount of the Reserve Account, such deposits shall be made to each subaccount on a pro rata basis in relation to the amount of the deficiency existing in each subaccount. On or prior to each principal and interest payment date for the Bonds, moneys in each subaccount of the Reserve Account shall be applied by the Issuer to the payment of the principal of, or Redemption Price, if applicable, and interest on related Series of Bonds to the extent moneys in the Debt Service Account are insufficient therefor.

The moneys on deposit in each subaccount in the Reserve Account shall be applied in the manner provided herein solely for the payment of maturing principal of, Redemption Price, if applicable, or interest or Amortization Installments on the Series of Bonds secured by such subaccount and shall not be available to pay debt service on any other Series. Moneys on deposit in the Tax-Exempt Composite Reserve Subaccount and Taxable Composite Reserve Subaccount shall be applied on a pro rata basis to pay the maturing principal of, Redemption Price, if applicable, or interest or Amortization Installments on the Series of Bonds, if more than one Series, secured thereby, but shall not be available with respect to any Series of Bonds not secured by the Tax-Exempt Composite Reserve Subaccount or Taxable Composite Reserve Subaccount, as applicable.

Except as otherwise provided hereby with respect to the Series 2010 Bonds, the Supplemental Resolution authorizing the issuance of a Series of Bonds hereunder shall designate whether such Series of Bonds is to be secured by the Tax-Exempt Composite Reserve Subaccount, the Taxable Composite Reserve Subaccount, a separate subaccount in the Reserve Account or no subaccount in the Reserve Account, and, if such Series is to be secured by a separate subaccount, the Reserve Account Requirement with respect thereto. Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall, on the date of delivery of such Series of Bonds, if such Series is secured by either the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount, deposit into the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount, as applicable, an amount equal to the Composite Reserve Requirement or the increase in the Composite Reserve Requirement attributable to the issuance of such Series of Bonds. If such Series is secured by a separate subaccount in the Reserve Account, the Issuer shall deposit into such subaccount an amount at least equal to the Reserve Account Requirement or the increase in the Reserve Account Requirement applicable to such Series of Bonds at the time and in the manner required by the terms hereof or of the Supplemental Resolution creating such separate subaccount. Such required amount may be paid in full or in part from the proceeds of such Series of Bonds, or, in the case of a separate subaccount of the Reserve Account (other than the Tax-Exempt Composite Reserve Subaccount and Taxable Composite Reserve Subaccount), may be deposited in equal monthly payments to such separate subaccount of the Reserve Account over a period of months from the date of



issuance of such Series of Bonds, which shall not exceed the greater of (a) twenty-four (24) months, or (b) the number of months for which interest on such Series of Bonds has been capitalized, as determined by Supplemental Resolution. In the event moneys in such subaccount of the Reserve Account are accumulated as provided above, at least fifty percent (50%) of the Reserve Account Requirement applicable to such subaccount shall be funded upon delivery of such Series of Bonds.

Notwithstanding the foregoing provisions, in lieu of the required deposits into a subaccount of the Reserve Account, the Issuer may cause to be deposited into such subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in such subaccount, if any. Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose; but in all events any cash or investments in a subaccount in the Reserve Account shall be applied before moneys derived from a Reserve Account Insurance Policy or Reserve Account Letter of Credit in such subaccount and if more than one Reserve Account Insurance Policy and/or Reserve Account Letter of Credit secures such subaccount, such instruments shall be drawn upon on a pro rata basis (in the proportion of the maximum amount available to be drawn under each instrument). The issuer providing such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall at the time of delivery, either be (a) an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) by any two of S&P, and Moody's or Fitch or (b) a commercial bank, insurance company or other financial institution the bonds payable or guaranteed by which have been assigned a rating by one of the two highest rating categories (without regard to gradations, such as "plus" or "minus" of such categories) by any two of S&P, Moody's or Fitch. In addition, such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be for a term of not less than twelve (12) months and any reimbursement agreement related thereto shall provide that the Issuer's reimbursement obligation thereunder shall be subordinate to the payment of the principal of and interest on the Bonds.

Notwithstanding the foregoing, if one or more subaccounts in the Reserve Account have been funded with cash or Authorized Investments and no Event of Default shall have occurred and be continuing hereunder, the Issuer may, at any time in its discretion, substitute a Reserve Account Insurance Policy or Reserve Account Letter of Credit meeting the requirements of this Resolution for the cash and Authorized Investments in any such subaccount, and the Issuer may then withdraw such cash and Authorized Investment from such subaccount and

apply them to any lawful purpose, so long as (i) the same does not adversely affect any rating by a rating agency then in effect for the applicable Series of Outstanding Bonds and (ii) with respect to Bonds that are not Taxable Bonds, the Issuer obtains a Favorable Opinion of Bond Counsel.

If a disbursement is made from a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit provided pursuant to this Section 4.05(A)(2), the Issuer shall cause the maximum limits of such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit to be reinstated following such disbursement from moneys available hereunder in accordance with the provisions of the first paragraph of this Section 4.05(A)(2), by depositing funds in the amount of the disbursement made under such instrument, with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Account Insurance Policy or such Reserve Account Letter of Credit, but in no case greater than the maximum rate of interest permitted by law.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note therefor, provided, however, any such note (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be secured solely by and shall be payable from the Pledged Funds in the manner provided herein.

To the extent the Issuer causes to be deposited into a subaccount of the Reserve Account, a Reserve Account Insurance Policy and/or a Reserve Account Letter of Credit for a term of years shorter than the life of the Series of Bonds then so insured or secured or such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit is subject to termination prior to the maturity of the Series of Bonds then so insured, then the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit shall provide, among other things, that the issuer thereof shall provide the Issuer with notice as of each anniversary of the date of the issuance of the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit of the intention of the issuer thereof to either (a) extend the term of the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit beyond the expiration dates thereof, or (b) terminate the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit on the initial expiration dates thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit notifies the issuer pursuant to clause (b) of the immediately preceding sentence or if the Issuer terminates the Reserve Account Letter of Credit and/or Reserve Account Insurance Policy or it otherwise terminates in accordance with its terms, then the Issuer shall (a) deposit into the applicable subaccount of the Reserve Account, on or prior to the fifteenth day of the first full calendar month following the date on which such notice is received by the Issuer,

such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is one (1) and the denominator of which is equal to the number of months remaining in the term of the Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit of the Reserve Account Requirement for such subaccount on the date such notice was received (the maximum amount available, assuming full reimbursement by the Issuer, under the Reserve Account Letter of Credit and/or the Reserve Account Insurance Policy to be reduced annually by an amount equal to the deposit to the applicable subaccount of the Reserve Account during the previous twelve (12) month period) until amounts on deposit in such subaccount of the Reserve Account, as a result of the aforementioned deposits, and no later than upon the expiration of such Reserve Account Insurance Policy and/or such Reserve Account Letter of Credit, shall be equal to the Reserve Account Requirement applicable thereto, and (b) on a parity basis, shall reimburse the provider of the terminated Reserve Account Insurance Policy and/or Reserve Account Letter of Credit all amounts due and owing under the terms and conditions of the reimbursement agreement between the Issuer and such provider.

(3) Balance. On a monthly basis, the balance of any moneys after the deposits required by Sections 4.05(A)(1) and 4.05(A)(2) may be applied by the Issuer for any lawful purpose, including, without limitation, payments with respect to Subordinated Indebtedness.

Notwithstanding anything in this Section 4.05(A) to the contrary, no amount of Additional Revenues shall be required to be applied to pay Annual Debt Service or Qualified Hedge Payments with respect to any Series of Bonds (or a Qualified Hedge Agreement with respect to such Series) as to which such Additional Revenues have not been pledged or as to which, pursuant to Section 4.02 hereof, the pledge of Additional Revenues has been removed or deleted, or to fund any amount into a Subaccount in the Reserve Account if such a Subaccount secures Series of Bonds as to which such Additional Revenues have not been pledged or as to which, pursuant to Section 4.02 hereof, the pledge of Additional Revenues has been deleted or removed. The Issuer may, by Supplemental Resolutions, create a subaccount or subaccounts in the Debt Service Fund as it shall deem necessary or appropriate to carry out the intent of the preceding sentence.

(B) The Issuer shall not be required to make any further payments into the Debt Service Account or the Reserve Account, including the subaccounts therein, when (i) the amount of funds in the Debt Service Account set aside specifically to pay debt service on the Bonds and Qualified Hedge Payments and, with respect to Bonds only, the funds in the Reserve Account, including the subaccounts therein, set aside specifically to pay debt service on the Bonds are, in the aggregate, at least equal to the aggregate principal amount of Bonds issued pursuant to this Resolution and then Outstanding, plus the amount of interest then due or thereafter to become due on such Outstanding Bonds (provided that the amounts in the separate subaccounts in the Reserve Account shall be allocated only

to the Series of Bonds secured thereby), and the amount of Qualified Hedge Payments then or thereafter to become due under Qualified Hedge Agreements or (ii) if all Bonds then Outstanding have otherwise been defeased pursuant to Section 8.01 hereof.

The Issuer, in its discretion, may use moneys in the Debt Service Account to purchase for cancellation or redeem Bonds coming due on the next principal payment date, provided the purchase or Redemption Price shall not exceed the principal amount (Accreted Value with respect to Capital Appreciation Bonds) of the Bonds so purchased or redeemed, plus accrued interest and such purchase for cancellation or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(C) On or prior to the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds or any Qualified Hedge Payment, the Issuer shall withdraw from the Debt Service Account sufficient moneys to pay such principal or Redemption Price, if applicable, or interest or Qualified Hedge Payment and deposit such moneys with the Paying Agent for the Bonds to be paid or pay such applicable amount to the counterparty entitled to receive such Qualified Hedge Payment.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish such separate subaccounts in the Debt Service Account to provide for payment of the principal of and interest or purchase price on such Series as it shall deem necessary or appropriate; provided one Series of Bonds shall not have preference in payment from Pledged Funds over any other Series of Bonds. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in this Section 4.05 as shall be necessary to pay the principal of and interest or purchase price on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in any subaccounts established for such Bonds may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of or Redemption Price, if applicable, and interest on such Bonds otherwise payable from such amounts.

**SECTION 4.06. REBATE ACCOUNT.** Funds shall be deposited in the Rebate Account as required by the terms hereof. Amounts on deposit in the Rebate Account shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer may create subaccounts



in the Rebate Account with respect to particular Series of Bonds (other than Taxable Bonds).

**SECTION 4.07. INVESTMENTS.** All funds or other property which at any time may be owned or held in the possession of or deposited with the Issuer in the funds and accounts under the provisions of this Resolution shall be held in trust and applied only in accordance with the provisions of this Resolution, and shall not be subject to lien or attachment by any creditor of the Issuer.

Each Construction Fund, the Revenue Fund, the Debt Service Fund and the Accounts and subaccounts therein shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in each Construction Fund (other than the Additional Construction Funds), the Revenue Fund and the Debt Service Fund may only be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed for the purposes of such fund or account. All investments shall be valued at market price, exclusive of accrued interest. Valuation shall occur no less frequently than annually, except in the event of a withdrawal from the Reserve Account, whereupon investments in the Reserve Account shall be valued immediately after such withdrawal. Moneys in the Rebate Account may be invested in Authorized Investments to the extent the same will not cause interest on any Bonds Outstanding hereunder that are not Taxable Bonds or Build America Bonds to be includable in gross income for federal income tax purposes or adversely affect the expected receipt of tax credits by Holders of Tax Credit Bonds.

Except as otherwise provided herein, including specifically, the obligations of the Issuer with respect to the funding of the Rebate Account set forth in Section 5.11 hereof, any and all income received by the Issuer from the investment of moneys in each Construction Fund (other than the Additional Construction Funds), the Debt Service Fund and the Revenue Fund (including the Accounts and subaccounts therein) and each subaccount of the Reserve Account (to the extent such income and the other amounts therein are less than the Reserve Account Requirement applicable thereto), shall be retained in such respective Fund, Account or subaccount until the amount on deposit therein is sufficient for the purpose thereof, and thereafter may be applied for any lawful purpose. Investment income received from the investment of funds on deposit in a subaccount in the Reserve Account, to the extent that amounts on deposit therein exceed the Reserve Account Requirement, shall be transferred to the Debt Service Account and to the extent available under Section 4.05(A)(3), may be applied by the Issuer for any lawful purpose.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

**SECTION 4.08. SEPARATE ACCOUNTS.** The moneys required to be accounted for in each of the foregoing Funds, Accounts and subaccounts established herein may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various Funds, Accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

**SECTION 4.09. OTHER MONEYS.** The Issuer may, in its sole discretion, but is not obligated to utilize its legally available moneys, in addition to or in lieu of the Pledged Funds, to pay any amounts owed hereunder.

**ARTICLE V**  
**SUBORDINATED INDEBTEDNESS,**  
**ADDITIONAL BONDS, COVENANTS OF ISSUER AND**  
**QUALIFIED HEDGE AGREEMENTS**

**SECTION 5.01. SUBORDINATED INDEBTEDNESS.** Except as otherwise provided in this Article V, the Issuer will not issue any other obligations, payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part from the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinate in all respects to the pledge of the Pledged Funds created by this Resolution. The Issuer shall have the right to covenant with the Holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to Section 5.02 hereof. The Issuer agrees to pay, in accordance with the terms set forth above, promptly any Subordinated Indebtedness as the same shall become due.

**SECTION 5.02. ISSUANCE OF ADDITIONAL BONDS.** No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued and no Qualified Hedge Agreement may be entered into except upon the conditions and in the manner herein provided (including, in the case of Qualified Hedge Agreements, compliance with Section 5.12 hereof). The

Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: financing or refinancing the Cost of an Additional Project, or the completion thereof or of the 2010 Project, or refunding any or all Outstanding Bonds or any Subordinated Indebtedness of the Issuer or any other lawful purpose.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(1) Except as otherwise provided in Section 5.02(3) below, there shall have been obtained and filed with the Issuer a statement of the Clerk, as chief financial officer of the Issuer: (a) stating that the books and records of the Issuer relating to the Half-Cent Sales Tax Revenues pledged for the payment of Outstanding Bonds or Bonds proposed to be issued hereunder pursuant to Section 4.02 hereof have been reviewed by such officer; (b) setting forth the amount of the Half-Cent Sales Tax Revenues which have been received by the Issuer either (i) during any twelve (12) consecutive months designated by the Issuer within the twenty-four (24) months immediately preceding the date of delivery of such Additional Bonds with respect to which such statement is made or (ii) for the most recently completed Fiscal Year for which audited financial statements are available; and (c) stating that the aggregate amount of the Half-Cent Sales Tax Revenues received during the aforementioned period equals at least 1.30 times the Maximum Annual Debt Service of all Bonds then Outstanding and such Additional Bonds with respect to which such statement is made (which for purposes of this calculation will include a netting of debt service payments and corresponding Qualified Hedge Payments, as and to the extent contemplated in the definition of "Annual Debt Service").

(2) Each Supplemental Resolution authorizing the issuance of Additional Bonds shall recite that all of the covenants herein contained will be fully applicable to such Additional Bonds as if originally issued hereunder. Except as otherwise provided in Section 4.02 and Section 4.05 hereof, Additional Bonds issued pursuant to the terms and conditions of this Section 5.02 shall be deemed on a parity with all Bonds then Outstanding, and all of the covenants and other provisions of this Resolution shall be for the equal benefit, protection and security of the Holders of any Bonds originally authorized and issued pursuant to this Resolution and the Holders of any Bonds evidencing additional obligations subsequently created within the limitations of and in compliance with this Article.

(3) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding or Senior Lien Bonds outstanding under the Senior Lien Resolution, the conditions of Section 5.02(1) hereof shall not apply if (i) the final maturity date of the Additional Bonds being issued is not later than the final maturity date of the Bonds being refunded by such Additional Bonds, and (ii) the Annual Debt

Service with respect to such Additional Bonds for each Bond Year does not exceed the Annual Debt Service for each applicable Bond Year for the Outstanding Bonds or Senior Lien Bonds, as applicable, being refunded by such Additional Bonds. The conditions of Section 5.02(1) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of the first sentence in this paragraph (3).

(4) Notwithstanding any other provision contained in this Section 5.02, the Issuer may not issue any Additional Bonds if at the time of such issuance there shall have occurred an Event of Default which has not been cured or satisfied, unless such Event of Default shall be cured upon the issuance of such Additional Bonds.

**SECTION 5.03. BOND ANTICIPATION NOTES.** The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by ordinance or resolution of the Issuer; provided, however, that such bond anticipation notes may be issued only if (i) the requirements of Section 5.02 hereof for the issuance of Additional Bonds are satisfied or (ii) such bond anticipation notes are issued as Subordinated Indebtedness.

**SECTION 5.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS.** Subordinated Indebtedness may become parity indebtedness hereunder and be treated as Additional Bonds for all purposes hereof if as of the date of calculation at any time after the issuance thereof such Subordinated Indebtedness shall meet each of the requirements imposed upon the issuance of Additional Bonds by Section 5.02 hereof, assuming, for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds issued on the date of calculation. In connection with such accession of Subordinated Indebtedness, to the extent applicable, the Issuer shall either create a separate subaccount in the Reserve Account and fund the Reserve Account Requirement with respect thereto, or designate such Bonds as a Series secured by either the Tax-Exempt Composite Reserve Subaccount or the Taxable Composite Reserve Subaccount and fund the increase in the Composite Reserve Requirement attributable thereto in accordance with Section 4.05(A)(2) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution, and such Subordinated Indebtedness shall be considered Additional Bonds for all purposes provided in this Resolution.

**SECTION 5.05. BOOKS AND RECORDS.** The Issuer will keep separate books and records of the receipt of the Pledged Funds, in each case in accordance with generally accepted accounting principles, and any Credit Bank, Insurer, or Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto. At the



request of any Credit Bank or Insurer, the Issuer shall, at its expense, mail a copy of the records to such Credit Bank or Insurer.

**SECTION 5.06. ANNUAL AUDIT.** The Issuer shall, by March 31 of the calendar year immediately following the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is disclosed by the audit of the financial statements. The annual financial statement shall be prepared in conformity with generally accepted accounting principles. A copy of the audited financial statements for each Fiscal Year shall be furnished to any Credit Bank or Insurer and to any Holder of a Bond who shall have furnished his address to the Clerk and requested in writing that the same be furnished to him. The Issuer shall be permitted to make a reasonable charge for furnishing such audited financial statements to any Bondholder.

**SECTION 5.07. NO IMPAIRMENT.**

A. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Governing Body of the Issuer.

B. The Issuer will not take any action which will impair or adversely affect its right to receive Half-Cent Sales Tax Revenues and Additional Revenues, as herein pledged, or impair or adversely affect in any manner the pledge of the Pledged Funds made herein.

C. The Issuer shall be unconditionally and irrevocably obligated, so long as any of the Bonds are outstanding and unpaid, to take all lawful action within its control necessary or required to continue to entitle the Issuer to receive the Half-Cent Sales Tax Revenues.

D. The Issuer covenants to do all things necessary to maintain the collection of the Additional Revenues (to the extent Bonds are Outstanding hereunder to which the pledge of Additional Revenues applies). If for any reason the terms of any ordinance or resolution, as applicable, authorizing the collection of Additional Revenues is found not legally sufficient to allow the production of the full amount of Additional Revenues which such revenue source might produce in order to meet all the requirements of this Resolution, the Issuer shall adopt such amending or replacement resolution(s) or ordinance(s) as may be necessary to

increase the amount of such Additional Revenues to meet such requirements. The Issuer covenants, to the extent legally permissible, and within the control of the Issuer to not decrease the rate at which the Additional Revenues are collected below that necessary for the Issuer to comply with its obligations hereunder.

**SECTION 5.08. SENIOR LIEN BOND COVENANTS.** So long as any Bonds are Outstanding, the Issuer covenants (i) not to amend or modify the Senior Lien Resolution in a manner that would materially adversely affect the amount of the Half-Cent Sales Tax Revenues available under this Resolution, and (ii) not to issue any "Bonds" or "Additional Parity Obligations" (as defined in the Senior Lien Resolution) under the Senior Lien Resolution, or any other obligations under the Senior Lien Resolution payable from Half-Cent Sales Tax Revenues, except as permitted hereunder.

**SECTION 5.09. COVENANTS WITH CREDIT BANKS AND INSURERS.** The Issuer may make such covenants as it may, in its sole discretion, determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth in full in this Resolution. The Issuer shall not enter into a contract or take any action that shall impair or adversely affect the rights of an Insurer of Outstanding Bonds without the prior written consent of such Insurer.

**SECTION 5.10. ANNUAL BUDGET.** The Governing Body of the Issuer shall prepare, approve and adopt each year by resolution, a detailed annual budget pursuant to which it shall allocate, from the Pledged Funds, an amount which is sufficient to pay the Annual Debt Service for the current Bond Year (including anticipated amortization of Designated Maturity Bonds and Commercial Paper Obligations) plus all other amounts required to be paid by the Issuer pursuant to this Resolution into the funds and accounts established hereunder, or otherwise, for such Bond Year. The covenant and agreement on the part of the Issuer to budget and appropriate such amount shall be cumulative and shall continue until all required payments shall have been budgeted, appropriated and actually paid into the fund and accounts hereunder. Copies of its annual budget shall be available for inspection upon reasonable notice at the offices of the Issuer.

**SECTION 5.11. FEDERAL INCOME TAX COVENANTS.** It is the intention of the Issuer and all parties under its control that (i) the interest on each Series of Bonds issued hereunder that are not Taxable Bonds or Build America Bonds be and remain excluded from gross income for federal income tax purposes, and (ii) the Issuer preserve the tax credit to Holders of Tax Credit Bonds, and to this end, the Issuer hereby represents to and covenants with each of the Holders of the Bonds issued hereunder that are not Taxable Bonds or Build America Bonds

that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on Bonds that are not Taxable Bonds or Build America Bonds from gross income for federal income tax purposes and to preserve the tax credit to Holders of Tax Credit Bonds. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees with respect to Bonds that are not Taxable Bonds or Issuer Subsidy Bonds:

(1) to the extent required by the Code, to make or cause to be made all necessary determinations and calculations of the Rebate Amount and required payments of the Rebate Amount;

(2) to set aside sufficient moneys from the Pledged Funds or other legally available funds of the Issuer, to timely pay the Rebate Amount to the United States of America;

(3) to pay the Rebate Amount at the times and to the extent required under the Code, to the United States of America from Pledged Funds or from any other legally available funds;

(4) to maintain and retain all records pertaining to the Rebate Amount with respect to each Series of Bonds issued hereunder and required payments of the Rebate Amount with respect to each such Series of Bonds for at least six years after the final maturity of each such Series of Bonds or such other period as shall be necessary to comply with the Code;

(5) to refrain from taking any action that would cause the Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code;

(6) to refrain from using proceeds of the Bonds issued hereunder in a manner that would cause the Bonds or any of them to be classified as private activity bonds under Section 141(a) of the Code; and

(7) to not use any Issuer Subsidy Bond Payments for payment of debt service on any Bond other than Issuer Subsidy Bonds to which such subsidy applies.

The Issuer understands that the foregoing covenants impose continuing obligations of the Issuer that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Subpart A of Chapter 1 of the Code are applicable to any of the Bonds or any Series of Bonds that are not Taxable Bonds or Issuer Subsidy Bonds.

If any amount shall remain in the Rebate Account after payment in full of all Bonds that are not Taxable Bonds or Issuer Subsidy Bonds and after payment in full of the Rebate Amount to the United States of America, such amount shall be available to the County for any lawful purpose.

The Rebate Account shall be held separate and apart from all other funds and accounts of the County, shall not be impressed with a lien in favor of the Bondholders and shall be available for use only as provided in this Resolution and the Code.

Notwithstanding any other provision of this Resolution, including, in particular Section 8.01 hereof, the obligation of the Issuer to pay the Rebate Amount to the United States of America and to comply with the other requirements of this Section 5.11 shall survive the defeasance or payment in full of the Bonds or any Series of Bonds that are not Taxable Bonds.

In the case of Tax Credit Bonds, the Issuer covenants to comply with all provisions of the Code necessary to maintain the status of such Bonds as "qualified bonds" within the meaning of Section 54AA(g) of the Code and Section 1400U-2(a)(1) of the Code, as applicable.

The Issuer expects to pay on or after the date of this Resolution and before the issuance of the Series 2010 Bonds certain costs of the 2010 Project with funds other than proceeds of the Series 2010 Bonds (the "Advanced Funds"). The Issuer reasonably expects to use proceeds of the Series 2010 Bonds to reimburse itself for all expenditures described herein made with the Advanced Funds. This section is a declaration of the official intent of the Issuer in that regard, within the contemplation of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury. The maximum principal amount of Bonds expected to be issued to finance the cost of the 2010 Project is \$20,325,000. All of the expenditures initially to be made with the Advanced Funds and then to be reimbursed by the Issuer from proceeds of the Series 2010 Bonds will be for costs of the 2010 Project of a type constituting capital expenditures or preliminary expenditures relating to the 2010 Project or costs of issuing the Series 2010 Bonds.

#### **SECTION 5.12. QUALIFIED HEDGE AGREEMENTS.**

(A) The Issuer may, to the extent permitted by law, enter into one or more Qualified Hedge Agreements concurrently with the issuance of Additional Bonds hereunder, provided that the financial tests described in Section 5.02 are complied with after applying the assumptions and provisions relating to Qualified Hedge Agreements set forth in the definition of "Annual Debt Service."

(B) In addition, the Issuer may, to the extent permitted by law, enter into one or more Qualified Hedge Agreements with respect to Bonds previously issued and Outstanding hereunder; provided that, as estimated by the



chief financial officer of the Issuer, (i) entering into the Qualified Hedge Agreement and would provide a present value net interest cost savings to the Issuer versus the present value net interest cost to the Issuer on such Bonds if such Qualified Hedge Agreement were not entered into hereunder, or (ii) entering into such Qualified Hedge Agreement would be permitted under the financial tests described in Section 5.02 applying the assumptions and provisions relating to Qualified Hedge Agreements set forth in the definition of "Annual Debt Service" and with respect to Bonds that are not Taxable Bonds, a Favorable Opinion of Bond Counsel.

Unless the counterparty to any Qualified Hedge Agreement shall agree that Hedge Payments with respect thereto shall be subordinate to payments on the Bonds or shall be unsecured, Hedge Payments under such Qualified Hedge Agreement shall be on parity with payments on the Bonds, all in the manner and to the extent specified in Section 4.05. Hedge Payments under any Qualified Hedge Agreement shall only be paid in the manner and to the extent specified in Section 4.05. Neither Hedge Payments nor other payments due under any Qualified Hedge Agreement shall be secured by funds on deposit in the Reserve Account or funds on deposit in a Construction Fund.

## ARTICLE VI DEFAULTS AND REMEDIES

**SECTION 6.01. EVENTS OF DEFAULT.** The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Amortization Installment, redemption premium or interest on any Bond or Senior Lien Bond when due or of any Qualified Hedge Payment payable on a parity with Bonds when due or after the lapse of any grace period or notice period provided in the applicable Qualified Hedge Agreement. In determining whether such a default has occurred with respect to the Bonds or whether a payment on the Bonds has been made hereunder, no effect shall be given to payments made under any Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the

Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate Bond Obligation Outstanding or the Insurer of such amount of the Bond Obligation. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

For all purposes hereof, in determining whether a payment default has occurred, no effect shall be given to payments made under a Bond Insurance Policy. To the extent that it makes a payment of principal of (or Accreted Value, as applicable) and interest on Bonds, an Insurer shall become subrogated to the rights of the recipients of such payments as provided by its Bond Insurance Policy.

**SECTION 6.02. REMEDIES.** Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of not less than twenty-five percent (25%) of the Bond Obligation then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) of the Bond Obligation Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority of the Bond Obligations then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

**SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS.** The Holders of a majority of the Bond Obligation then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer,

provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

**SECTION 6.04. REMEDIES CUMULATIVE.** No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**SECTION 6.05. WAIVER OF DEFAULT.** No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 hereof to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

**SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT.** If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except for amounts in the subaccounts of the Reserve Account which shall be applied solely to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder and all fees due any provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit; and

B. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds and Qualified Hedge Payments then due, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and Qualified Hedge Payments then due, and, if the amount available shall not be sufficient to pay in full any particular installment and Qualified Hedge Payment, then to the payment ratably, according to the amounts due on such installment and Qualified Hedge Payment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal of and interest on the Bonds, and Qualified Hedge Payments then due and unpaid, with interest thereon as aforesaid, without preference or priority of principal over interest or Qualified Hedge Payments or of interest or Qualified Hedge Payments over principal, or of any installment of interest over any other installment of interest, or any Qualified Hedge Payment over any other Qualified Hedge Payment, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

Notwithstanding the foregoing, however, Additional Revenues shall only be required to be applied to pay amounts related to, or Qualified Hedge Payments in connection with Qualified Hedge Agreements related to, Series of Bonds as to which the pledge of Additional Revenues applies.

## ARTICLE VII SUPPLEMENTAL RESOLUTION

**SECTION 7.01. SUPPLEMENTAL RESOLUTIONS WITHOUT BONDHOLDERS' CONSENT.** The Issuer, from time to time and at any time, may adopt such supplemental or amendatory resolution without the consent of the Bondholders (which supplemental or amendatory resolutions shall thereafter form a part hereof), for any of the following purposes:



(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders, including without limitation any changes deemed necessary to pledge Additional Revenues hereunder.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To permit coupon Bonds as provided by Section 2.01 hereof.

(E) To change the description of the Project being financed with proceeds of the Bonds, including the nature or location of the Project.

(F) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(G) To authorize the issuance of Subordinated Indebtedness or Additional Bonds in accordance with the requirements of Section 5.01 and Section 5.02 hereof, respectively.

(H) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

**SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BOND-HOLDERS' AND INSURER'S CONSENT.** Subject to the terms and provisions contained in this Section 7.02 and Sections 7.01 and 8.03 hereof, the Holder or Holders of not less than a majority of the Bond Obligation then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such supplemental or amendatory resolution hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. Any supplemental or amendatory resolution which is adopted in accordance with the

provisions of this Section 7.02 shall also require the written consent of the Insurer of any Bonds which are Outstanding at the time such supplemental or amendatory resolution affecting such Bonds shall take effect. No supplemental or amendatory resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution which adversely affects any Bondholders (except with respect to Additional Revenues to the extent described in Section 4.02 herein), (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental or amendatory resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurer of the adoption of any supplemental or amendatory resolution as authorized in Section 7.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any supplemental or amendatory resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such supplemental or amendatory resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed supplemental or amendatory resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such supplemental or amendatory resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority of the Bond Obligation then Outstanding, which instrument or instruments shall refer to the proposed supplemental or amendatory resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such supplemental or amendatory resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority of the Bond Obligation Outstanding at the time of the adoption of such supplemental or amendatory resolution shall have consented to and approved the adoption thereof as herein

provided, no Holder of any Bond shall have any right to object to the adoption of such supplemental or amendatory resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental or amendatory resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

## ARTICLE VIII MISCELLANEOUS

**SECTION 8.01. DEFEASANCE.** If, at any time after the date of issuance of the Bonds, (a) any Bonds secured hereby and any Qualified Hedge Payments, shall have become due and payable in accordance with their terms or otherwise as provided in this Resolution, or shall have been duly called for redemption, or the Issuer gives the Paying Agents irrevocable instructions directing the payment of the principal of, premium, if any, and interest on such Bonds at maturity or at any earlier redemption date scheduled by the Issuer, or any combination thereof, and (b) the whole amount of the principal, premium, if any, and the interest so due and payable upon all of such Bonds then Outstanding, at maturity or upon redemption and all Qualified Hedge Payments with respect thereto, shall be paid, or sufficient moneys shall be held by the Paying Agents or an escrow agent, in irrevocable trust for the benefit of such Bondholders (whether or not in any accounts created hereby and if not in accounts created hereby, under an escrow deposit agreement in a form reasonably acceptable to the Insurer of any Bonds being defeased) which, as verified by a report of a nationally recognized independent certified public accountant or nationally recognized firm of independent certified public accountants, when invested in Refunding Securities maturing not later than the maturity or redemption dates of such principal, premium, if any, and interest and the payment dates of such Qualified Hedge Payments with respect thereto will, together with the income realized on such investments, be sufficient to pay all such principal, premium, if any, and interest on said Bonds at the maturity thereof or the date upon which such Bonds are to be called for redemption prior to maturity and all Qualified Hedge Payments with respect thereto, then and in that case the right, title and interest of such Bondholder hereunder and the pledge of and lien on the Pledged Funds, and all other pledges and liens created hereby or pursuant hereto, with respect to such Bondholders shall thereupon cease, determine and become void, and if such conditions have been satisfied with respect to all Bonds issued hereunder and then Outstanding, all balances remaining in any other funds or accounts created by this

Resolution other than moneys held for redemption or payment of Bonds and to pay all other sums payable by the Issuer hereunder shall be distributed to the Issuer for any lawful purpose; otherwise this Resolution shall be, continue and remain in full force and effect.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 8.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 8.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding ninety (90) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

**SECTION 8.02. SALE OF BONDS.** The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.



**SECTION 8.03. PROVISIONS RELATING TO INSURERS AND CREDIT BANKS.** Notwithstanding any other provisions of this Resolution to the contrary, the following provisions shall apply with respect to the Series 2010 Bonds or any Additional Bonds hereafter issued the timely payment of the principal of and interest on which is insured by a Bond Insurance Policy or secured by a letter of credit, line of credit or similar credit enhancement facility.

(A) Except as otherwise provided in paragraph (D) below, and notwithstanding the terms of Section 7.02 hereof, an Insurer shall be deemed to be the Holder of each Bond insured by it and a Credit Bank providing a Credit Facility consisting of a letter of credit, line of credit or other credit enhancement facility securing the timely payment of principal and interest on Bonds, for purposes of consent to the execution and delivery of any supplemental resolution or ordinance or any amendment, supplement or change to or modification of this Resolution and approval of any other action which requires the consent of Bondholders whose Bonds are insured by such Insurer or secured by such Credit Facility.

(B) Except as otherwise provided in paragraph (D) below, upon the occurrence and continuance of an Event of Default, an Insurer shall be deemed to be the sole Holder of each Bond insured by it, and a Credit Facility Bank providing a Credit Facility of the nature described in (A) above shall be deemed to be the sole Holder of each Bond secured by its Credit Facility, for purposes of directing the enforcement and exercising of rights and remedies granted to the Bondholders under this Resolution, no acceleration, if applicable, of such Bonds shall occur without the prior written consent of such Insurer or Credit Bank, as the case may be, and such Insurer or Credit Bank, as the case may be, shall also be entitled to approve all waivers of events of default with respect to Bonds insured by the Insurer or secured by such Credit Provider's Credit Facility. Notwithstanding the foregoing, however, any notices of events of default hereunder required to be sent to Bondholders shall be sent to Bondholders as well as each Insurer and each such Credit Bank. In the event that the maturity of Bonds is accelerated, an Insurer of such Bonds or a Credit Bank providing a Credit Facility of the nature described in (A) above with respect to such Bonds may pay the accelerated principal accrued or accreted, as applicable, on such principal to the date of acceleration and the Insurer's obligations under its Bond Insurance Policy or Credit Bank's obligations under its Credit Facility, as the case may be, with respect to such Bonds shall be fully discharged.

(C) In the event that the principal and/or interest due on Bonds insured by an Insurer or secured by a Credit Facility of the nature described in (A) above shall be paid by such Insurer pursuant to its Bond Insurance Policy or by such Credit Bank pursuant to its Credit Facility, such Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and the assignment and pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Holders

thereof shall continue to exist and shall run to the benefit of such Insurer or such Credit Bank, as the case may be, and the Insurer or such Credit Bank, as the case may be, shall be subrogated to the rights of such Holders.

(D) Notwithstanding any other provision contained in this Section 8.03 or elsewhere in this Resolution to the contrary:

(i) If an Insurer shall be in default in the due and punctual performance of its payment obligations under its Bond Insurance Policy or if such policy for whatever reason is not then enforceable and in full force and effect or if a Credit Bank shall be in default in the due and punctual performance of its payment obligations under its Credit Facility or if its Credit Facility for whatever reason is not then enforceable or in full force and effect; or

(ii) If an Insurer or Credit Bank, as the case may be, shall apply for or consent to the appointment of a receiver, custodian, trustee or liquidator of such Insurer or Credit Bank, as the case may be, or of all or a substantial part of its assets, or shall admit in writing its inability, or be generally unable, to pay its debts as such debts become due, or shall make a general assignment for the benefit of its creditors, or commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect) or shall file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, or shall fail to consent in a timely and appropriate manner, or acquiesce in writing to, any other petition filed against such Insurer or Credit Bank, as the case may be, in any involuntary case under said Federal Bankruptcy Code, or shall take any other action for the purpose of effecting the foregoing; or

(iii) If a proceeding or case shall be commenced without the application or consent of an Insurer or Credit Bank, as the case may be, in any court of competent jurisdiction seeking the liquidation, reorganization, dissolution, winding up or composition or readjustment of debts of such Insurer or Credit Bank, as the case may be, or the appointment of a trustee, receiver, custodian, or liquidator or the like of the Insurer or Credit Bank, as the case may be, or of all or a substantial part of its assets, or similar relief with respect to the Insurer or Credit Bank, as the case may be, under any law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and such proceeding or case shall continue undismissed and an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed in effect for a period of sixty (60) days from the commencement of such proceedings or case, or any order for relief against the Insurer or Credit Bank, as the case may be, shall be entered in an involuntary case under said Federal Bankruptcy Code;

then and in any such event such Insurer or Credit Bank, as the case may be, shall not be entitled to any rights specifically granted to it herein to consent to, approve or participate in any actions proposed to be taken by the Issuer, a Bondholder or any of them pursuant to this Resolution or to receive any notices or other documents or instruments.

**SECTION 8.04. VALIDATION AUTHORIZED.** The County Attorney and Holland & Knight LLP, Bond Counsel, are hereby authorized to pursue validation of any Series of Bonds pursuant to the provisions of Chapter 75, Florida Statutes.

**SECTION 8.05. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

**SECTION 8.06. REPEAL OF INCONSISTENT RESOLUTIONS.** All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict. Resolution No. 2009-271, adopted by the Issuer on December 8, 2009, and Resolution No. 2009-288, adopted by the Issuer on December 16, 2009, which amended and restated Resolution No. 2009-272, adopted by the Issuer on December 8, 2009, are expressly repealed on the date hereof.

**SECTION 8.07. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its final adoption.

Passed and duly adopted at a regular meeting of the Board of County Commissioners of Sarasota County, Florida on the 19<sup>th</sup> day of February, 2010.

**BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA**

(SEAL)

By: 

Chair

ATTEST:

Karen E. Rushing, Clerk of the  
Circuit Court and Ex-Officio  
Clerk of the Board of County  
Commissioners of Sarasota  
County, Florida

By: 

Deputy Clerk

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