

---

**PALM BEACH COUNTY, FLORIDA**

**PUBLIC IMPROVEMENT REVENUE BONDS  
(FLORIDA ATLANTIC UNIVERSITY LABORATORY  
AND RESEARCH FACILITY PROJECT)**

**Bond Resolution**

---

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	DEFINITIONS AND STATUTORY AUTHORITY ..... 5
SECTION 1.	DEFINITIONS ..... 5
SECTION 2.	AUTHORITY FOR THIS RESOLUTION ..... 16
SECTION 3.	RESOLUTION CONSTITUTES CONTRACT ..... 16
ARTICLE II	AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS ..... 17
SECTION 1.	AUTHORIZATION OF BONDS ..... 17
SECTION 2.	INTEREST ON BONDS ..... 17
SECTION 3.	MANNER OF PAYMENT OF BONDS. .... 17
SECTION 4.	DESCRIPTION OF BONDS ..... 18
SECTION 5.	NOTICE OF REDEMPTION. .... 18
SECTION 6.	PAYMENT OF REDEMPTION PRICE. .... 19
SECTION 7.	EXECUTION OF BONDS ..... 19
SECTION 8.	NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. .... 20
SECTION 9.	BONDS MUTILATED, DESTROYED, STOLEN OR LOST ..... 21
SECTION 10.	PREPARATION OF DEFINITIVE BONDS; TEMPORARY BONDS. .... 22
SECTION 11.	BOOK-ENTRY SYSTEM. .... 22
ARTICLE III	FUNDS AND APPLICATION THEREOF, SECURITY AND COVENANTS ..... 24
SECTION 1.	BONDS SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY ..... 24
SECTION 2.	COVENANT TO BUDGET AND APPROPRIATE ..... 24
SECTION 3.	ESTABLISHMENT OF FUNDS AND ACCOUNTS ..... 25
SECTION 4.	APPLICATION OF BOND PROCEEDS ..... 25
SECTION 5.	APPLICATION OF REVENUES ..... 26
SECTION 6.	SINKING FUND--PRINCIPAL AND INTEREST ACCOUNT; REDEMPTION ACCOUNT ..... 26
SECTION 7.	SINKING FUND -- DEBT SERVICE RESERVE ACCOUNT ..... 27
SECTION 8.	COST OF ISSUANCE FUND ..... 29
SECTION 9.	CONSTRUCTION FUND ..... 29
SECTION 10.	COVENANTS OF THE COUNTY ..... 31
SECTION 11.	REBATE FUND ..... 32
SECTION 12.	RULE 15C2-12 UNDERTAKING ..... 32
ARTICLE IV	INVESTMENT OF FUNDS AND ACCOUNTS ..... 36
ARTICLE V	DEFEASANCE ..... 37
ARTICLE VI	DEFAULTS AND REMEDIES ..... 39
SECTION 1.	EVENTS OF DEFAULT ..... 39
SECTION 2.	REMEDIES; RIGHTS OF BONDHOLDERS ..... 39

SECTION 3.	RESTORATION TO FORMER POSITION .....	40
SECTION 4.	OWNERS' RIGHT TO DIRECT PROCEEDINGS .....	40
SECTION 5.	NO IMPAIRMENT OF RIGHT TO ENFORCE PAYMENT .....	40
ARTICLE VII	PAYING AGENT AND REGISTRAR .....	41
SECTION 1.	COMPENSATION, EXPENSES AND ADVANCES .....	41
SECTION 2.	DEALINGS IN BONDS AND WITH THE COUNTY .....	41
SECTION 3.	ALLOWANCE OF INTEREST .....	41
SECTION 4.	PAYING AGENT .....	41
SECTION 5.	QUALIFICATIONS OF PAYING AGENT; RESIGNATION, REMOVAL .....	42
SECTION 6.	REGISTRAR .....	42
SECTION 7.	QUALIFICATIONS OF REGISTRAR; RESIGNATION; REMOVAL .....	42
SECTION 8.	SEVERAL CAPACITIES .....	43
ARTICLE VIII	AUTHORIZATION AND SALE OF SERIES 2005 BONDS .....	44
SECTION 1.	AUTHORIZATION OF SERIES 2005 BONDS; APPLICATION OF PROCEEDS .....	44
SECTION 2.	DETAILS OF THE SERIES 2005 BONDS .....	44
SECTION 3.	NEGOTIATED SALE; COMMITMENT LETTER .....	45
SECTION 4.	PAYING AGENT AND REGISTRAR .....	45
SECTION 5.	INFORMATION TO BE PROVIDED; AMENDMENTS .....	45
SECTION 6.	DISCLOSURE STATEMENT .....	46
ARTICLE IX	MISCELLANEOUS PROVISIONS .....	47
SECTION 1.	MODIFICATION OR AMENDMENT .....	47
SECTION 2.	CREDIT FACILITY; ALTERNATES .....	48
SECTION 3.	SEVERABILITY OF INVALID PROVISIONS .....	49
SECTION 4.	SALE OF BONDS .....	49
SECTION 5.	PRELIMINARY OFFICIAL STATEMENT .....	49
SECTION 6.	CREDIT FACILITY ISSUER; DEFAULT .....	49
SECTION 7.	NOTICE TO THE RATING AGENCY .....	49
SECTION 8.	VALIDATION AUTHORIZED .....	50
SECTION 9.	EFFECTIVE DATE .....	50

## EXHIBITS

EXHIBIT A	FORM OF BONDS .....	A-1
EXHIBIT B	FORM OF SERIES 2005 BONDS .....	B-1
EXHIBIT C	COMMITMENT LETTER .....	C-1
EXHIBIT D	INVESTOR LETTER .....	D-1
EXHIBIT E	DISCLOSURE AND TRUTH IN BONDING STATEMENT .....	E-1

**RESOLUTION NO. 2005-1611**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF PUBLIC IMPROVEMENT REVENUE BONDS (FLORIDA ATLANTIC UNIVERSITY LABORATORY AND RESEARCH FACILITY PROJECT) IN ONE OR MORE SERIES FOR THE PURPOSE OF FINANCING THE COST OF DESIGNING, DEVELOPING AND CONSTRUCTING A LABORATORY AND RESEARCH FACILITY WITH OFFICE SPACE AND RELATED IMPROVEMENTS ON THE JUPITER, FLORIDA CAMPUS OF FLORIDA ATLANTIC UNIVERSITY ("FAU") FOR INITIAL USE AS ADDITIONAL TEMPORARY FACILITIES FOR THE SCRIPPS RESEARCH INSTITUTE AND FOR LATER USE BY FAU AND PAYING ALL OTHER COSTS NECESSARY OR INCIDENTAL THERETO (THE "PROJECT"); PROVIDING FOR THE TERMS AND PAYMENT OF SUCH BONDS; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE HOLDERS THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AUTHORIZING THE REGISTRATION OF THE BONDS UNDER A BOOK-ENTRY SYSTEM; AUTHORIZING THE ISSUANCE OF PALM BEACH COUNTY, FLORIDA, PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2005 (FLORIDA ATLANTIC UNIVERSITY LABORATORY AND RESEARCH FACILITY PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$13,100,000 TO FINANCE THE COST OF THE PROJECT AND PAY COSTS OF ISSUANCE OF SUCH SERIES 2005 BONDS; DETERMINING CERTAIN DETAILS OF SAID SERIES 2005 BONDS; AWARDED THE SALE OF THE SERIES 2005 BONDS TO SUNTRUST BANK PURSUANT TO A NEGOTIATED SALE; APPOINTING A PAYING AGENT AND REGISTRAR FOR THE SERIES 2005 BONDS; AUTHORIZING THE PROPER OFFICIALS OF PALM BEACH COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF BONDS HEREUNDER, INCLUDING THE SERIES 2005 BONDS; PROVIDING FOR THE UNDERTAKING BY PALM BEACH COUNTY REQUIRED BY RULE 15C2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the State of Florida, pursuant to Section 288.955, Florida Statutes, has found and determined that the establishment and operation of a biomedical research institution and campus anchored by The Scripps Research Institute, a California non-profit public benefit corporation ("Scripps") serves a State goal and public purpose by expanding the amount and prominence of biomedical research conducted in this State, providing an inducement for high-technology businesses to located in this State, creating educational opportunities through access to and partnerships with Scripps and promoting improved healthcare through scientific outcomes of Scripps; and

**WHEREAS**, following its review of various alternatives, Scripps selected Palm Beach County, Florida (the "County"), as its preferred site for the establishment of a biomedical research institution in this State, subject to the County's willingness to provide certain grants and financial support, in addition to the financial support being provided by the State pursuant to Section 288.955, Florida Statutes; and

**WHEREAS**, the County has entered into written agreements with Scripps and the Florida Atlantic University Board of Trustees, a public body corporate ("FAU"), pursuant to which the County agreed to provide funding, subject to the terms and conditions of the applicable agreements, for the construction of a laboratory and research facility on the John D. MacArthur Campus of FAU located in Jupiter, Florida (the "Jupiter Campus") for initial use by Scripps, while permanent facilities for Scripps operations within the County are being constructed, and for later use by FAU; and

**WHEREAS**, the County, Scripps and FAU have entered into, or will enter into, new written agreements, including a Second Temporary Facility Funding Agreement and all documents and instruments attached thereto or contemplated thereby (collectively, the "Second FAU Facility Agreements"), pursuant to which the County will provide funding, subject to the terms and conditions of the Second FAU Facility Agreements, for the design, development and construction of a second laboratory and research facility on the Jupiter Campus for initial use by Scripps, while permanent facilities for Scripps operations within the County are being constructed, and for later use by FAU (the "Second FAU Facility"); and

**WHEREAS**, the Second FAU Facility Agreements require FAU to repay the County twelve-thirteenths of the amount funded by the County to FAU for the Second FAU Facility; and

**WHEREAS**, the County a political subdivision of the State of Florida, is authorized by Chapter 125, Florida Statutes and other applicable provisions of law to incur indebtedness of the County for the purpose of financing the costs of developing, designing and constructing the Second FAU Facility and paying all other costs necessary or incidental thereto (collectively, the "Project"); and

**WHEREAS**, the County hereby declares and determines that the Project serves a paramount public purpose of the County; and

**WHEREAS**, the County may issue its indebtedness in the form of revenue bonds payable from lawfully available Non-Ad Valorem Revenues (as defined herein) budgeted and appropriated therefor in each year in accordance with the Act (as defined herein); and

**WHEREAS**, as additional security for the payment of the principal of and interest on the Bonds (as defined herein), the County may cause to be delivered a letter of credit, guaranty, surety bond or other agreement (the "Credit Facility") pursuant to which the Credit Facility Issuer (as defined herein) will agree to make available funds for the timely payment of the principal of and interest on all or a portion of the Bonds; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County, Florida (the "County Commission") hereby finds it necessary and in the best interest of the County to

authorize the issuance of its Palm Beach County, Florida, Public Improvement Revenue Bonds (Florida Atlantic University Laboratory and Research Facility Project) to be issued in one or more series (the "Bonds") for the purpose of financing the Project, and to pay the costs of issuance of such Bonds, and if deemed necessary, to fund a reserve and the costs of a Credit Facility; and

**WHEREAS**, County Resolution R-90-938, adopted June 26, 1990, provides that before the County shall issue any indebtedness payable from Non-Ad Valorem Revenues, the County must demonstrate that after the proposed issuance of such indebtedness, it shall meet the requirements set forth in Article III, Section 11(d) of said Resolution R-90-938; and

**WHEREAS**, the Bonds authorized under this Resolution will meet the tests provided under said Resolution R-90-938; and

**WHEREAS**, the Bonds authorized under this Resolution will be payable from Non-Ad Valorem Revenues, subject and subordinate to the payment from the sources of Non-Ad Valorem Revenues pledged to the payment of the principal of and interest on any obligations hereafter issued which have a prior pledge on any source of Non-Ad Valorem Revenues and are permitted to be issued under the terms of this Resolution; and

**WHEREAS**, effective July 3, 1995, Rule 15c2-12 of the Securities and Exchange Commission, provides that it is unlawful for a broker dealer or municipal securities dealer to purchase or sell municipal securities, which includes the Bonds, unless the issuer, which includes the County, has undertaken a written agreement (herein, the "Undertaking") to provide to specified information repositories annual financial information and operating data relevant to the municipal securities and notice of certain specified material events; and

**WHEREAS**, the County Commission now desires to provide for the issuance of a Series of Bonds pursuant to the terms and provisions of this Resolution, consisting of its Public Improvement Revenue Bonds, Series 2005 (Florida Atlantic University Laboratory and Research Facility Project) to be issued in the aggregate principal amount of not exceeding \$13,100,000 (the "Series 2005 Bonds") to pay the Cost of the Project and costs of issuance of the Series 2005 Bonds; and

**WHEREAS**, SunTrust Bank (the "Purchaser") has submitted to the County a proposal to purchase the Series 2005 Bonds, which proposal is in the form of a commitment letter (the "Commitment Letter") attached hereto as an exhibit; and

**WHEREAS**, pursuant to Section 218.385, Florida Statutes, an authorized officer of the Purchaser has delivered to the County a disclosure statement and truth-in-bonding statement in the form attached hereto as an exhibit; and

**WHEREAS**, based on the findings set forth in Article VIII, Section 3 hereof, the County Commission determines that it would be in the best interest of the County that the Series 2005 Bonds be sold to the Purchaser on a negotiated basis; and

**WHEREAS**, based on the advice of the County's financial advisor, it is in the best interest of the County to accept the Commitment Letter and to award the Series 2005 Bonds to the Purchaser pursuant to a negotiated sale.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS AND STATUTORY AUTHORITY

**SECTION 1. DEFINITIONS.** Unless the context indicates otherwise all terms used in this Resolution shall have the following meanings:

**"ACCREDITED VALUE"** shall mean, as of any date of computation with respect to any capital appreciation bond authorized by subsequent proceedings of the County Commission, the amount set forth as of such date in the supplemental resolution authorizing such capital appreciation bond plus, with respect to matters related to the payment upon redemption or other payment of such capital appreciation bond, if such date of computation shall not be an Interest Payment Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) and the Accreted Value as of the immediately succeeding Interest Payment Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve 30-day months.

**"ACCRUED AGGREGATE DEBT SERVICE"** shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series of the Bonds, calculating the accrued Debt Service with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series accrued and unpaid and to accrue to the date of calculation, and (ii) principal payments due and unpaid and that portion of the principal for such Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such period.

**"ACT"** shall mean the Constitution and laws of the State of Florida, including particularly, Chapters 125 and 166, Florida Statutes, the County Charter and other applicable provisions of law.

**"ALTERNATE CREDIT FACILITY"** shall mean the Alternate Credit Facility issued pursuant to Article IX, Section 2 of this Resolution.

**"ARBITRAGE CERTIFICATE"** shall mean the Arbitrage Certificate executed by the County on the date of initial issuance and delivery of each Series of Tax-Exempt Bonds, as a source of guidance for achieving compliance with the Code, as such Arbitrage Certificate may be amended from time to time.

**"AUTHORIZED DENOMINATIONS"** shall mean, except as otherwise provided by subsequent proceedings of the County Commission with respect to a Series of Bonds, denominations of \$5,000 or any integral multiple thereof.

**"BENEFICIAL OWNER"** shall mean, (a) other than with respect to Article III, Section 12 of this Resolution, during any period the Bonds are registered under the Book-Entry System, any purchaser of a Bond and others who acquire a beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the County, the Paying Agent, the Registrar and the Credit Facility Issuer, if any, may rely exclusively upon

written representations made, and information given to the County, the Paying Agent, the Registrar or the Credit Facility Issuer, if any, by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed. With respect to Replacement Bonds, the County, the Paying Agent, the Registrar and the Credit Facility Issuer, if any, shall consider the owner of any such Replacement Bond as registered on the registration books of the County maintained by the Registrar to be the Beneficial Owner thereof; and (b) for purposes of Article III, Section 12 of this Resolution only, any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

**"BOND COUNSEL"** shall mean a firm or firms of nationally recognized attorneys-at-law selected by the County and experienced in the financing of capital projects for governmental units through the issuance of tax-exempt revenue bonds under the exemption provided under Section 103(a) of the Code.

**"BONDHOLDER" or "HOLDER OF BONDS" or "OWNER"** or any similar term, shall mean any person who shall be the registered owner of any Bond or Bonds Outstanding under the terms of this Resolution.

**"BOND INSURANCE POLICY"** shall mean an insurance policy issued for the benefit of the Holders of any Bonds, pursuant to which the Bond Insurer shall be obligated to pay when due the scheduled payment of principal of and interest on such Bonds to the extent of any deficiency in the amounts in the funds and accounts created under this Resolution, in the manner and in accordance with the terms provided in such Bond Insurance Policy.

**"BOND INSURER"** shall mean the issuer of a Bond Insurance Policy with respect to the Bonds, or any successor thereto or assignee thereof.

**"BONDS"** shall mean the Palm Beach County, Florida, Public Improvement Revenue Bonds (Florida Atlantic University Laboratory and Research Facility Project) authorized to be issued pursuant to this Resolution, which Bonds may be issued at one time or from time to time in one or more Series and, except where the context clearly requires otherwise or it is expressly provided herein to the contrary.

**"BOOK-ENTRY SYSTEM"** shall mean the system under which the County may issue its Bonds and maintain the registration for such Bonds in book-entry only form.

**"BUSINESS DAY"** shall mean any day, except a Saturday or Sunday, on which commercial banks located in New York, New York, and the cities in which the principal offices of the Registrar, the Paying Agent, and the Credit Facility Issuer, if any, in the United States of America, if any, are located are not required or authorized by law to remain closed and on which the New York Stock Exchange is not closed.

**"CHIEF FINANCIAL OFFICER"** shall mean the Clerk of the Circuit Court of the County or a deputy acting in the Clerk's name, or such other officer of the County subsequently

designated by law or County Charter to perform the duties of the chief financial officer of the County.

**"CODE"** shall mean the Internal Revenue Code of 1986, as amended, and all subsequent tax legislation duly enacted by the Congress of the United States to the extent applicable to any Series of Bonds issued pursuant to this Resolution. Each reference to a section of the Code herein shall be deemed to include, if applicable, final, temporary or proposed regulations, revenue rulings and procedures issued or amended with respect thereto, and any final, temporary or proposed regulations and revenue rulings and procedures, as promulgated under the Internal Revenue Code of 1954, as amended, by the Treasury Department or Internal Revenue Service of the United States.

**"COST" or "COST OF THE PROJECT"** with respect to the Project, shall mean the costs properly attributable to the design, development and construction of the Project and all costs necessary or incidental thereto, including, but not limited to, making grants and/or advances in connection therewith, the cost of acquisition by or for the County of real or personal property or other interest therein, including but not limited to, easements and rights-of-way, costs of infrastructure, both on and off site, costs of physical construction, and costs of the County incidental to such design, development or construction, the cost of any indemnity and surety bonds and premiums on allowed insurance during construction for on site and off site improvements, interest on the Bonds prior to, during and for not exceeding one year after the completion of the Project, engineering, architectural and project management expenses, legal fees and expenses, costs of audits, fees and expenses of the fiduciaries and financial consultants and costs of financing, administrative and general overhead, including the costs of any Credit Facility and/or Reserve Account Credit Facility for the Bonds, the costs of issuing the Bonds, the costs of keeping accounts and making reports required by this Resolution prior to commencement of operation of such Project, amounts, if any, required by this Resolution to be paid into any Fund or Account established under this Resolution upon the issuance of any Series of Bonds, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the County (other than the Bonds) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as may be necessary for, or incidental to, the design, development and construction of the Project or incurred by the County in connection with the issuance of the Bonds (including reimbursement to the County for any such items of cost theretofore incurred or paid by or on behalf of the County).

**"COUNTY"** shall mean Palm Beach County, a political subdivision of the State of Florida.

**"COUNTY CHARTER"** shall mean the Charter of Palm Beach County, Florida, as amended and supplemented.

**"COUNTY COMMISSION"** shall mean the Board of County Commissioners of the County.

**"COUNTY MONEYS"** shall mean the moneys budgeted and appropriated by the County, and deposited into the Sinking Fund or any other Fund established hereunder, from Non-

Ad Valorem Revenues pursuant to the County's covenant to budget and appropriate Non-Ad Valorem Revenues contained in Article III, Section 2 of this Resolution.

**"CREDIT FACILITY AGREEMENT"** shall mean an agreement, if any, between the County and the Credit Facility Issuer pursuant to which the Credit Facility is issued.

**"CREDIT FACILITY" or "CREDIT FACILITIES"** shall mean, either individually or collectively, as appropriate, any Bond Insurance Policy, surety bond, Letter of Credit, line of credit, guaranty, or such other instrument or instruments that would enhance the credit of the Bonds. The term Credit Facility shall not mean a Reserve Account Credit Facility.

**"CREDIT FACILITY ISSUER"** shall mean the provider of a Credit Facility.

**"DATE OF ISSUE"** shall mean the date any Series of Bonds are first authenticated and delivered pursuant to this Resolution.

**"DEBT SERVICE"** for any period shall mean, as of any date of calculation and with respect to any Series of Bonds, an amount equal to the sum of (i) interest accruing during such period on Bonds of such Series, except to the extent that such interest is to be paid from deposits made from Bond proceeds into the Principal and Interest Account in the Sinking Fund and (ii) that portion of each principal payment for such Series which would accrue during such period if such principal payment were deemed to accrue daily in equal amounts from the next preceding principal payment due date for such Series (or, if there shall be no such preceding principal payment, from a date one year preceding the due date of such principal payment or from the Date of Issue of the Bonds of such Series, whichever date is later). Such interest and principal payments for such Series shall be calculated on the assumption that no Bonds of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each principal payment on the due date thereof. The term "principal payment," as used above in this definition, shall include any payment of principal on a Bond whether at maturity or upon earlier redemption.

**"DEBT SERVICE RESERVE REQUIREMENT"** shall mean an amount required to be on deposit in the Debt Service Reserve Account created and established under this Resolution, which amount shall not exceed the lesser of (a) one hundred twenty-five percent (125%) of the average annual amount of Debt Service on all Series of Bonds Outstanding for the then current Fiscal Year or any future Fiscal Year, (b) ten percent (10%) of the respective proceeds (as such term is defined under the Code for such purpose) of each Series of Bonds, or (c) the maximum annual aggregate Debt Service on all Series of Bonds Outstanding for the then current Fiscal Year or any future Fiscal Year. All or a portion of such Debt Service Reserve Requirement may be satisfied by obtaining a Reserve Account Credit Facility with the requisite coverage. Notwithstanding the foregoing, the County may determine by subsequent proceedings prior to the Date of Issue that any Series of Bonds issued under this Resolution will not be secured by a Debt Service Reserve Account.

**"DEFEASANCE OBLIGATIONS"** shall mean, to the extent permitted by law and (other than with respect to the obligations described in clause (a) below) acceptable to the Credit Facility Issuer if the principal of and interest on the defeased Bonds is secured by a Credit Facility and such Credit Facility Issuer is not in default under such Credit Facility or, if not so

secured by a Credit Facility, acceptable to the Rating Agency or Agencies then rating the defeased Bonds:

(a) Government Obligations which are not callable prior to maturity except by the holder thereof;

(b) 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 (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (b) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate; and

(c) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (a) held by a bank or trust company as custodian.

**"EVENT OF DEFAULT"** as used herein shall have the meaning specified in Article VI, Section 1, hereof.

**"FISCAL YEAR"** shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law.

**"GOVERNMENT OBLIGATIONS"** shall mean the direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the United States of America.

**"INTEREST PAYMENT DATE(S)"** shall mean with respect to the Bonds such dates as established by subsequent proceedings of the County Commission for payment of interest or principal on the Bonds.

**"INVESTMENT OBLIGATIONS"** shall mean any of the following obligations or securities, to the extent permitted by law:

(a) Government Obligations;

(b) Direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; consolidated debt obligations and letter of credit-backed issues of the Federal Home Loan Banks; participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation ("FHLMCs"); debentures of the Federal Housing Administration; mortgage-backed securities (except stripped mortgage securities which are valued greater than par on the portion of unpaid principal) and senior debt obligations of the Federal National Mortgage Association ("FNMA's"); participation certificates of the General Services Administration; guaranteed mortgage-backed securities and guaranteed participation certificates of the Government National Mortgage Association ("GNMA's"); guaranteed participation certificates and guaranteed pool certificates of the Small Business Administration; debt obligations and letter of credit-backed issues of the Student Loan Marketing Association; local authority bonds of the U.S. Department of Housing & Urban Development; guaranteed Title XI financings of the U.S. Maritime Administration; guaranteed transit bonds of the Washington Metropolitan Area Transit Authority; Resolution Funding Corporation securities;

(c) Direct obligations of any state of the United States of America or any subdivision or agency thereof whose unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's and "A" or better by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's and "A" or better by S&P;

(d) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, "P-1" or better by Moody's and "A-1" or better by S&P;

(e) Federal funds, unsecured certificates of deposits, time deposits or bankers acceptances (in each case having maturities of not more than 365 days) of any domestic bank including a branch office of a foreign bank which branch office is located in the United States, provided legal opinions are received to the effect that full and timely payment of such deposit or similar obligation is enforceable against the principal office or any branch of such bank, which, at the time of purchase, has a short-term "Bank Deposit" rating of "P-1" or better by Moody's and a "Short-Term CD" rating of "A-1" or better by S&P.

(f) Deposits of any bank or savings and loan association which has combined capital, surplus and undivided profits of not less than \$3 million, provided such deposits are continuously and fully insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation;

(g) Investments in money-market funds rated "AAAm" or "AAAm-G" by S&P and "Aaa" by Moody's;

(h) Repurchase agreements collateralized by Government Obligations, GNMA's, FNMA's or FHLMC's with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank insured by the

FDIC, if such broker/dealer or bank has an uninsured, unsecured and unguaranteed obligation rated "P-1" or "A3" or better by Moody's, and "A-1" or "A-" or better by S&P, provided:

(i) a master repurchase agreement or specific written repurchase agreement governs the transaction; and

(ii) the securities are held free and clear of any lien by the County or an independent third party acting solely as agent for the County, and such third party is (1) a Federal Reserve Bank, (2) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$50 million, or (3) a bank approved in writing for such purpose by the Credit Facility Issuer, if any, and the County shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the County; and

(iii) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1, et seq., or 31 C.F.R. 350.0, et seq., in such securities is created for the benefit of the County; and

(iv) the repurchase agreement has a term of 180 days or less, and the County or the agent will value the collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation; and

(v) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 103%.

(i) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to State law as a legal depository of public moneys.

(j) Any other investment authorized under the laws of the State of Florida and approved by the Credit Facility Issuer, if any.

**"JUPITER CAMPUS"** shall have the meaning set forth in the recitals to this Resolution.

**"LETTER OF CREDIT"** shall mean any Credit Facility consisting of an unconditional, irrevocable letter of credit issued by a financial institution.

**"MAXIMUM DEBT SERVICE"** shall mean, at any time, the maximum amount required in the then current or any future Fiscal Year to pay (a) all Non-Self-Supporting Debt, and (b) the proposed indebtedness of the County (i) which will be payable from Non-Ad Valorem Revenues, or (ii) for which the Non-Ad Valorem Revenues will be pledged.

**"MAXIMUM INTEREST RATE"** shall mean the maximum interest rate allowable by applicable law.

**"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 their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by notice to the Registrar and the Paying Agent.

**"NON-AD VALOREM REVENUES"** shall mean legally available revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Debt Service on the Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged to the payment of the principal of and interest on any obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided, however, that for the purposes of the anti-dilution test set forth in Article III, Section 10(e) of this Resolution, "Non-Ad Valorem Revenues" shall mean all legally available revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Non-Self-Supporting Debt.

**"NON-SELF-SUPPORTING DEBT"** shall mean debt obligations of the County other than debt obligations relating to an enterprise fund or general obligation bonds of the County.

**"NON-SELF-SUPPORTING DEBT SERVICE"** shall mean the debt service on Non-Self-Supporting Debt.

**"NRMSIR"** shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The NRMSIRs currently approved by the Securities and Exchange Commission as of the date of adoption of this Resolution are as follows:

- A. Bloomberg Municipal Repositories  
100 Business Park Drive  
Skillman, New Jersey 08558  
Phone: (609) 279-3225  
Fax: (609) 279-5962  
E-mail: Munis@Bloomberg.com
- B. DPC Data Inc.  
One Executive Drive  
Fort Lee, NJ 07024  
Phone: (201) 346-0701  
Fax: (201) 947-0107  
E-mail: nrmsir@dpcdata.com

- C. FT Interactive Data  
Attn: NRMSIR  
100 William Street  
New York, New York 10038  
Phone: (212) 771-6999  
Fax: (212) 771-7390  
E-mail: nrmsir@ftid.com
- D. Standard & Poor's Securities Evaluations, Inc.  
55 Water Street, 45th Floor  
New York, NY 10041  
Phone: (212) 438-4595  
Fax: (212) 438-3975  
Email: nrmsir\_repository@sandp.com

A list of the names and addresses of each NRMSIR as of any date may currently be obtained by calling the SEC's Fax on Demand Service from a fax machine phone line at (202) 942-8088 and requesting document numbers 0206 and 0207, respectively, or by visiting the SEC's web site at "<http://www.sec.gov>," and accessing the municipal securities section of the homepage selection captioned "Investor Assistance and Complaints"

**"OPINION OF BOND COUNSEL"** shall mean an opinion signed by Bond Counsel.

**"OUTSTANDING"** when used as of any particular time with reference to the Bonds, shall mean all Bonds theretofore authenticated and delivered by the Registrar under this Resolution except:

(a) Bonds theretofore canceled by the Registrar or surrendered to the Registrar for cancellation;

(b) Bonds for the payment or redemption of which money or securities in the necessary amount (as provided in Article V hereof) shall have heretofore been deposited with the Paying Agent or other financial institution or bank selected by the County (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article II, Section 6 hereof or provision satisfactory to the Paying Agent or other financial institution or bank selected by the County shall have been made for the giving of such notice; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Registrar pursuant to the terms of Article II, Section 10 hereof.

**"PARTICIPANTS"** shall mean brokers, dealers, banks and other financial institutions and other persons for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

**"PAYING AGENT"** shall mean the commercial bank or trust company appointed by the County to act as Paying Agent hereunder.

**"PLEDGED REVENUES"** shall mean (a) County Moneys, (b) any proceeds of Bonds originally deposited with the County and all moneys deposited and held from time to time by the County in the funds (other than the Rebate Fund and the Cost of Issuance Fund) and accounts established under this Resolution in each case until applied in accordance with this Resolution, (c) investment income received by the County in the funds (other than the Rebate Fund) and accounts established under this Resolution, and (d) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

**"PROJECT"** shall mean the design, development and construction of the Second FAU Facility on the Jupiter Campus pursuant to the Second FAU Facility Agreements, as same may be modified from time to time, and the payment of all costs necessary or incidental thereto.

**"PURCHASER"** shall have the meaning set forth in the recitals to this Resolution.

**"RATING AGENCY" or "AGENCIES"** shall mean Moody's and/or S&P, whichever shall have a rating then in effect with respect to the Bonds.

**"RECORD DATE"** shall mean the fifteenth day of the calendar month next preceding any Interest Payment Date; provided, however, that if such day is not a Business Day then the next preceding Business Day.

**"REGISTRAR"** shall mean the bank or trust company and any successor bank or trust company, appointed by the County to act as Registrar hereunder.

**"REPLACEMENT BONDS"** shall mean certificated Bonds, authenticated and delivered pursuant to the terms and provisions of this Resolution, when the County or the Securities Depository discontinues the Book-Entry System.

**"RESERVE ACCOUNT CREDIT FACILITY"** shall mean the insurance policy, surety bond or other evidence of insurance acceptable to the County and the Credit Facility Issuer, if any, or Letter of Credit, acceptable to the County and the Credit Facility Issuer, if any, deposited in the Debt Service Reserve Account in lieu of or in partial substitution for cash or securities on deposit therein as provided in Article III, Section 7 hereof.

**"RESERVE ACCOUNT CREDIT FACILITY ISSUER"** shall mean the issuer of any Reserve Account Credit Facility with respect to the Bonds, or any successor thereto or assignee thereof.

**"RESOLUTION"** shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

**"RULE"** shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**"S&P"** shall mean Standard & Poor's, a subsidiary of The McGraw Hill Companies, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the County by notice to the Registrar and the Paying Agent.

**"SCRIPPS"** shall have the meaning set forth in the recitals to this Resolution.

**"SECOND FAU FACILITY AGREEMENTS"** shall have the meaning set forth in the recitals to this Resolution.

**"SECOND FAU FACILITY"** shall mean the laboratory and research facility, including administrative and office space and improvements related thereto, to be designed, developed and constructed pursuant to the Second FAU Facility Agreements on the Jupiter Campus for initial use by Scripps, while permanent facilities for Scripps operations within the County are being constructed, and for later use by FAU.

**"SECURITIES DEPOSITORY"** shall mean, with respect to any Series of Bonds to be issued in book-entry form, The Depository Trust Company and its successors and assigns, or a successor clearing agency designated pursuant to the terms and provisions of this Resolution and its successors and assigns.

**"SERIES"** shall mean all of the Bonds authenticated, issued and delivered at one time under and pursuant to the terms of this Resolution or any supplemental resolution authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the terms and provisions of this Resolution, regardless of variations in maturity, interest rate or other provisions.

**"SERIES 2005 BONDS"** shall mean the County's Public Improvement Revenue Bonds, Series 2005 (Florida Atlantic University Laboratory and Research Facility Project) issued in an initial aggregate principal amount of not exceeding \$13,100,000, as more fully provided for in Article VIII, Section 1 of this Resolution.

**"TAXABLE BONDS"** shall mean Bonds of a Series which are not Tax Exempt Bonds.

**"TAX EXEMPT BONDS"** shall mean Bonds of a Series the interest on which, in the Opinion of Bond Counsel on the Date of Issue thereof, is excludable from gross income for federal income tax purposes.

**"WRITTEN CONSENT," "WRITTEN DEMAND," "WRITTEN DIRECTION," "WRITTEN ELECTION," "WRITTEN NOTICE," "WRITTEN ORDERS" and "WRITTEN REQUEST OF THE COUNTY"** shall mean, respectively, a written consent, demand, direction, election, notice, order or request signed on behalf of the County Commission by its Chief Financial Officer, Chairman or Vice Chairperson.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include

the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

**SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the Act.

**SECTION 3. RESOLUTION CONSTITUTES CONTRACT.** In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and such Owners, and the covenants and agreements herein set forth to be performed by said County shall be for the equal benefit, protection and security of the Owners of any and all of such Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

[End of Article I]

## **ARTICLE II**

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

**SECTION 1. AUTHORIZATION OF BONDS.** Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as "Public Improvement Revenue Bonds (Florida Atlantic University Laboratory and Research Facility Project)" are hereby authorized to be issued in one or more Series for the purpose of financing the Cost of the Project (including payment of the costs of issuance of such Bonds, and if deemed necessary, the funding of a reserve and the payment of the costs of a Credit Facility), as provided in this Resolution. The Bonds authorized by this Resolution may be issued all at one time or in part, from time to time, as the County Commission may in its discretion hereafter determine by subsequent resolution supplemental hereto, other than the Series 2005 Bonds, which shall be authorized by this Resolution. Each Series of Bonds shall be designated, and shall be distinguishable from the Bonds of all other Series, by such means as the County deems appropriate. The total principal amount of Bonds that may be issued hereunder is unlimited; provided, however, that each supplemental resolution authorizing a Series (or this Resolution, with respect to the Series 2005 Bonds) shall establish a maximum dollar amount of Bonds of that Series which may be issued. Notwithstanding the foregoing, any Series of Bonds issued hereunder must meet the anti-dilution test set forth in Section 10(e) of Article III hereof.

**SECTION 2. INTEREST ON BONDS.** The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for (unless no interest has been paid or duly provided for, in which case from the original dated date of the Bonds) until payment of the principal thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or otherwise. Interest accrued on the Bonds shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty (30) day months. Interest shall be payable as provided herein on each Interest Payment Date.

### **SECTION 3. MANNER OF PAYMENT OF BONDS.**

(a) Principal of and redemption premium, if any, on the Bonds shall be payable to the Owners of the Bonds upon presentation and surrender of the Bonds as they become due at the designated corporate trust office of the Paying Agent. Except as otherwise set forth below, interest on the Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the Interest Payment Date to the Owners of the Bonds as of the close of business on the Record Date next preceding each Interest Payment Date at the registered addresses of such Owners as they shall appear on the registration books as of such Record Date, notwithstanding the cancellation of any Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, (ii) upon the request of a registered Bondholder of at least \$1,000,000 in principal amount of Bonds, all payment of interest on its Bonds shall be paid by wire transfer in immediately available funds to an account with a financial institution within the United States designated by such registered Bondholder and on file with the Paying Agent as of the applicable Record Date, and (iii) in the case of interest payable upon redemptions or at final maturity, upon presentation of the Bonds at the designated corporate trust office of the Paying Agent.

(b) If and to the extent that there shall be a default in the payment of the interest due on an Interest Payment Date, such defaulted interest shall be paid to the Owners in whose name the Bonds (or any Bond or Bonds issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth Business Day next preceding the date of payment of such defaulted interest established by notice mailed by the Registrar to the registered owners not less than the tenth day preceding such interest payment date. All payments of principal, redemption premium, and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

(c) The foregoing notwithstanding, any Series of the Bonds may be registered under the Book-Entry System, as shall be determined by subsequent proceedings of the County Commission; and, in such case, the payment of principal of, premium, if any, and interest on the Bonds shall be payable in the manner required by the Securities Depository and mutually agreeable to the County and Paying Agent.

**SECTION 4. DESCRIPTION OF BONDS.** The Bonds of each Series shall be issued in the form of fully registered Bonds; shall be dated and have such maturity dates as specified in the proceedings authorizing the particular Series of Bonds; shall be issued in such initial aggregate par amount as specified in the proceedings authorizing the particular Series of Bonds; shall bear interest from such date as calculated herein at such rates not exceeding the Maximum Interest Rate as specified in the proceedings authorizing the particular Series of Bonds; shall be lettered and shall be numbered in such manner as may be prescribed by the Registrar; and shall be in Authorized Denominations.

Notwithstanding the foregoing, the Bonds may be issued as Taxable Bonds or Tax Exempt Bonds, serial bonds or term bonds, may bear a variable rate of interest or accrue interest as zero coupon bonds or capital appreciation bonds, as specified in the proceedings authorizing the particular Series of Bonds.

The Bonds of each Series shall be subject to redemption prior to maturity as determined by the resolution of the County Commission authorizing such Series.

#### **SECTION 5. NOTICE OF REDEMPTION.**

(a) In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall (i) specify the Bonds, including series designation, to be redeemed, the CUSIP numbers, bond numbers, the Date of Issue, interest rates, maturity dates of the Bonds redeemed, the redemption date, the date of notice of redemption, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated corporate trust office of the Paying Agent or of its agent, including the name and telephone number of a representative of such Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bond, and the portions of Bonds, so to be redeemed, and (ii) state that on the redemption date, the Bonds to be redeemed shall cease to bear interest.

Notice of redemption shall be given by the Paying Agent in the name of the County by mailing a copy of an official redemption notice to the Owners of the Bonds not less than 30 days

nor more than 60 days prior to the date fixed for redemption to (i) the respective Owners of the Bonds designated for redemption by first class mail at their addresses appearing on the bond registration books of the County maintained by the Registrar, (ii) the Securities Depository, (iii) at least two nationally recognized information services and (iv) to the Bondholders of \$1,000,000 or more in aggregate principal amount of Bonds; provided, however, that such notice with respect to those Bondholders described in (ii), (iii) and (iv), shall be given by certified mail, return receipt requested and with respect to clause (ii) notice shall be given two (2) Business Days prior to the date notice of redemption is mailed to the Bondholders.

A second notice of redemption shall be given within 60 days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the validity of the redemption of the Bonds.

If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as above provided.

Anything contained in this Resolution to the contrary notwithstanding, failure to mail any such notice (or any defect therein) to one or more Bondholders shall not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed hereunder.

(b) The giving of any notice of redemption described in subparagraph (a) above, other than for mandatory sinking fund redemptions and for Bonds that are the subject of an advance refunding, may, if the notice is given prior to deposit of the redemption price and the notice so provided, be conditioned upon deposit by the County of the redemption price of the Bonds to be redeemed in accordance with Section 6 of this Article at or before the redemption date and the payment of all amounts owing to any Reserve Account Credit Facility Issuer under the terms of the Reserve Account Credit Facility.

(c) Any Bonds which have been duly selected for redemption as well as any Bonds which are deemed to be paid in accordance with Article V hereof shall cease to bear interest on the specified redemption date.

**SECTION 6. PAYMENT OF REDEMPTION PRICE.** For the redemption of any of the Bonds, the County shall cause to be deposited in the Redemption Account in the Sinking Fund an amount sufficient to pay the principal of Bonds to be redeemed and interest to become due on the date fixed for such redemption, plus premium if any.

**SECTION 7. EXECUTION OF BONDS.** The Bonds shall be executed in the name of the County by the signature of the Chairman of the County Commission (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Clerk of the Circuit Court of the County, Ex-Officio Clerk of the Board of County Commissioners of the County (the "Clerk"). The signatures of said Chairman (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) and the Clerk (any Deputy Clerk in the absence of the Clerk) on the Bonds may be manual or

facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the County before the Bonds so signed and sealed shall 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 County by such person who at the actual time of the execution of such Bond shall hold the proper office, although at the date such Bonds shall be actually delivered such person may not have held such office or may not have been so authorized.

The Bonds shall bear thereon a certificate of authentication, in the form set forth in the form of the Bond attached hereto as Exhibit A, executed manually by the Registrar. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefits of this Resolution.

If any Series of Bonds are validated as directed by the County Commission, the validation certificate on the Bonds shall be signed with the manual or facsimile signatures of the present or any future Chairman (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) and Clerk (any Deputy Clerk in the absence of the Clerk), as aforesaid, and the County may adopt and use for that purpose the facsimile signature of any person who shall have been such Chairman (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) and Clerk (any Deputy Clerk in the absence of the Clerk) at any time on or after the date of the Bonds, notwithstanding that she or he may have ceased to be such Chairman (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) or Clerk (any Deputy Clerk in the absence of the Clerk) at the time when said Bonds shall be actually delivered.

**SECTION 8. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS.** At the option of the registered Holder thereof and upon surrender thereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney and upon payment by such Holder of any charges which the Registrar may make as provided in this Section, the Bonds may be exchanged for Bonds of the same Series, interest rate and maturity of any other authorized denominations.

The Registrar shall keep books for the registration of Bonds and for the registration of transfers of Bonds. The Bonds shall be transferable by the Holder thereof in person or by his attorney duly authorized in writing only upon the registration books of the County kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds.

The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute Holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same become due and for all other purposes. All such payments so made to any such Holder or upon his or her 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 County, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Bonds, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to transfer or exchange Bonds for a period from a Record Date to the next succeeding Interest Payment Date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a term Bond is redeemed or defeased, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such term Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such term Bond so surrendered, a registered term Bond in the appropriate Authorized Denomination and interest rate.

All Bonds paid or redeemed, either at or before maturity shall be delivered to the Registrar when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the County, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the County and the other executed certificate shall be retained by the Registrar.

The County Commission may, by subsequent proceedings, provide for the registration of the Bonds of any Series by adopting the Book-Entry System for such Series. Bonds held by the Securities Depository while the Bonds are registered under the Book-Entry System shall be registered in the name of the Securities Depository or its nominee and beneficial ownership of such Bonds shall be transferred in accordance with the procedures of the Securities Depository and its Participants.

**SECTION 9. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Bond shall become mutilated, or be destroyed, stolen or lost, the County may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and 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 County and the Registrar proof of his ownership thereof and satisfactory indemnity and

complying with such other reasonable regulations and conditions as the County and the Registrar may prescribe and paying such expenses as the County and the Registrar may incur. All Bonds so surrendered shall be canceled by the County. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the County may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 10 shall constitute original, additional contractual obligations on the part of the County whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

**SECTION 10. PREPARATION OF DEFINITIVE BONDS; TEMPORARY BONDS.** The text of the Bonds and Certificates of Authentication therefor shall be substantially in the form set forth in Exhibit A attached hereto. Until the definitive Bonds are prepared, the Chairman of the County Commission (the Vice Chairperson in the absence of the Chairman or any other member of the County Commission in the absence of the Chairman or the Vice Chairperson) and the Clerk (any Deputy Clerk in the absence of the Clerk) may execute and the Registrar may authenticate, in the same manner as is provided in Section 8 of this Article II, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more printed, lithographed or typewritten temporary fully registered Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations or any whole multiples thereof, and with such omissions, insertions and variations as may be appropriate to such temporary Bonds. The County, at its own expense, shall prepare and execute and, upon the surrender at the designated corporate trust office of the Registrar of such temporary Bonds for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrender temporary Bonds, the Registrar shall authenticate and, without charge to the holder thereof, deliver in exchange therefor, at the designated corporate trust office of the Registrar, definitive Bonds of the same aggregate principal amount 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.

**SECTION 11. BOOK-ENTRY SYSTEM.**

(a) As long as any Series of Bonds are registered under the Book-Entry System, the County and the Registrar shall comply with the terms of the agreement entered into with the Securities Depository (the "Book-Entry Agreement") with respect to such Series. However, the Book-Entry System through the Securities Depository may be terminated upon the happening of any of the following:

(i) The Securities Depository or the County, based upon advice from the Securities Depository, advises the Registrar that the Securities Depository is no longer willing or able to properly discharge its responsibilities under the Book-Entry Agreement and the County is unable to locate a qualified successor clearing agency satisfactory to the Registrar and the County; or

(ii) The County, in its sole discretion but with the prior written consent of the Registrar, elects to terminate the Book-Entry System by notice to the Securities Depository, the Registrar and the Credit Facility Issuer, if any.

(b) Upon the occurrence of any event described above, the County and the Registrar shall, if necessary, enter into a resolution supplemental to this Resolution to add to the provisions of this Resolution any provisions deemed reasonably necessary or required by the Registrar, and approved in writing by the Credit Facility Issuer, if any, with respect to Replacement Bonds (including, but not limited to, the provision for the cost and expenses for the printing thereof) and to account for the fact that, thereafter, the Bonds will no longer be registered under the Book-Entry System, and (ii) the Registrar shall notify the Securities Depository and the Credit Facility Issuer, if any, of the occurrence of such event and of the availability of definitive or temporary Replacement Bonds to Beneficial Owners requesting the same, in an aggregate Outstanding amount representing the interest of each such Beneficial Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest and previous payments of principal. Definitive Replacement Bonds shall be issued only upon surrender to the Registrar of the Bond of each maturity by the Securities Depository, accompanied by registration instructions for the definitive Replacement Bonds for each such maturity. Neither the County nor the Registrar shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions.

(c) Whenever the Bonds are registered under the Book-Entry System and notice or other communication to the Bondholders is required under this Resolution, unless and until Replacement Bonds shall have been issued with respect to the Bonds, the County or the Registrar, as the case may be, shall give to the Securities Depository one copy of each such notice and communication specified herein or required by this Resolution to be given to the Beneficial Owners of the Bonds.

[End of Article II]

## **ARTICLE III**

### **FUNDS AND APPLICATION THEREOF, SECURITY AND COVENANTS**

**SECTION 1. BONDS SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY.** The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in this Resolution. There are hereby pledged for the payment of the principal of, and premium if any, and interest on, the Bonds in accordance with the terms and the provisions of this Resolution, the Pledged Revenues. The Bonds shall not be or constitute general obligations of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in this Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the County other than as provided in this Resolution. Furthermore, no Bondholder shall ever have a lien on the Project or any other real or personal property of the County, except for the Pledged Revenues in the manner and to the extent provided in this Resolution. The Reserve Account Credit Facility Issuer, if any, shall also have a lien upon and a pledge of the Pledged Revenues but such lien and pledge is subject and subordinate to, in all respects, the lien upon and pledge of the Pledged Revenues in favor of the Bondholders.

**SECTION 2. COVENANT TO BUDGET AND APPROPRIATE.** Until the Bonds are no longer Outstanding pursuant to the provisions of this Resolution, the County hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), and, if applicable, to restore any deficiency in the Debt Service Reserve Account or any other fund or account created and established hereunder for the Bonds. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues other than such services or programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County. The payment of principal of and interest on the Bonds may, in addition to the Pledged Revenues herein described, be secured by a Credit Facility.

To the extent that the County is in compliance with the covenant contained above and Section 10(e) of Article III of this Resolution, the obligations of the County contained herein shall not be construed as a limitation on the ability of the County to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

Such covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the County of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues hereafter entered into, including the payment of debt service on bonds or other obligations. Such covenant to budget and appropriate is subject to the provisions of Section 129.07, Florida Statutes, which makes it unlawful for the County to expend moneys not appropriated and in excess of the County's

current budgeted revenues. Such covenant does not require the County to levy and collect any particular source of Non-Ad Valorem Revenues nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues. Such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the County until such time as a deposit of such Non-Ad Valorem Revenues is made into the Sinking Fund or other fund hereunder for the purposes of this Article.

**SECTION 3. ESTABLISHMENT OF FUNDS AND ACCOUNTS.** There are hereby created and established with the County the following funds: (1) Sinking Fund (the "Sinking Fund"), (2) Rebate Fund (the "Rebate Fund"), (3) Cost of Issuance Fund (the "Cost of Issuance Fund") and (4) Construction Fund (the "Construction Fund"). Within the Sinking Fund there shall be created the following separate accounts: (1) a Principal and Interest Account (the "Principal and Interest Account"), (2) a Bond Redemption Account (the "Bond Redemption Account"), and (3) a Debt Service Reserve Account (the "Debt Service Reserve Account"). The Sinking Fund and the Construction Fund, and all accounts and subaccounts therein shall constitute trust funds for the purposes hereof.

**SECTION 4. APPLICATION OF BOND PROCEEDS.** The proceeds received upon issuance of the Bonds shall be deposited into the various funds and accounts created and established for the Bonds as follows:

(a) The accrued interest, if any, derived from the sale of the Bonds shall be deposited into the Principal and Interest Account of the Sinking Fund and used for the purpose of paying a part of the first interest payable on the Bonds on the first Interest Payment Date after the Date of Issue.

(b) If determined by subsequent proceedings of the County Commission that funding the Debt Service Reserve Account is necessary to sell the Bonds, an amount equal to all or a portion of the Debt Service Reserve Requirement, shall be deposited in the Debt Service Reserve Account of the Sinking Fund. If less than the Debt Service Revenue Requirement is satisfied from the proceeds of the Bonds on the Date of Issue, the balance of such requirement shall be satisfied by the deposit of a Reserve Account Credit Facility with the Paying Agent with the requisite coverage.

(c) An amount determined by subsequent resolution of the County Commission of the County shall be deposited in the Cost of Issuance Fund; provided, however, that with respect to the Series 2005 Bonds, the amount to be deposited to the Cost of Issuance Fund shall be determined in accordance with Article VIII, Section 1 hereof.

(d) The remaining proceeds of the Bonds shall be deposited in the Construction Fund to fund the Cost of the Project, provided, however, that with respect to the Series 2005 Bonds, the remaining proceeds shall be deposited to the Second FAU Facility Account of the Construction Fund in accordance with Article VIII, Section 1 hereof.

## **SECTION 5. APPLICATION OF REVENUES.**

(a) On or before 12:00 Noon on the last Business Day prior to each Interest Payment Date, the County shall deposit into the Sinking Fund an amount of Non-Ad Valorem Revenues (which at the time of such deposit become "Pledged Revenues") at least equal to the Accrued Aggregate Debt Service calculated to such Interest Payment Date, and to the extent applicable, any amounts necessary to satisfy any deficiency in the Debt Service Reserve Account or reinstatement of the Reserve Account Credit Facility.

(b) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, and in any case no later than the close of business on the Business Day preceding such Interest Payment Date, the County shall credit moneys therein to the following purposes in the following order of priority (such application to be made in such a manner so as to assure sufficient moneys on deposit in such Funds):

(i) To the Principal and Interest Account, the amount, if any, required so that the balance in said account shall equal the amount of principal of and interest on the Bonds coming due on the next Interest Payment Date; provided, that, for the purposes of computing the amount to be deposited in the Principal and Interest Account, there shall be taken into account the amount, if any, set aside in said account from the proceeds of Bonds;

(ii) To the Redemption Account, the amount, if any, required so that the balance in said account shall equal the principal of and premium, if any, on the Bonds then coming due by reason of redemption on the next Interest Payment Date;

(iii) To the extent applicable, to the Reserve Account Credit Facility Issuer the amount, if any, required to reimburse such Issuer for amounts drawn under the Reserve Account Credit Facility; and

(iv) To the extent applicable, to the Debt Service Reserve Account, the amount, if any, required for the amount on deposit in such Account to equal the Debt Service Reserve Requirement.

(c) In addition, subject to the foregoing, the County shall pay from County Moneys the fees and expenses, at such times as are necessary, of the Paying Agent, the Registrar, the Credit Facility Issuer, if any, and the Reserve Account Credit Facility Issuer, if any, and any other fees and expenses of the County relating to the Bonds.

**SECTION 6. SINKING FUND--PRINCIPAL AND INTEREST ACCOUNT; REDEMPTION ACCOUNT.** The County shall pay out of the Principal and Interest Account to the Paying Agent (i) on or before each Interest Payment Date or redemption date for any of the Bonds, the amount required for the interest payable on such date; and (ii) on or before the maturity date of each of the Bonds the amount of principal of such Bonds payable on such date. The County shall pay out of the Redemption Account to the Paying Agent on or before any redemption date for the Bonds, the amount required for the payment of principal and any premium on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

## **SECTION 7. SINKING FUND -- DEBT SERVICE RESERVE ACCOUNT.**

(a) If the County Commission has determined by subsequent proceeding to fund the Debt Service Reserve Account, amounts in the Debt Service Reserve Account shall be used to make up any deficiency in the Principal and Interest Account or the Redemption Account on any Interest Payment Date. If, on the last Business Day preceding any Interest Payment Date, the amounts on deposit in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, the County shall apply amounts from Pledged Revenues, available for such purposes hereunder, to the extent necessary to cure the deficiency; provided, however, that no further payments shall be required to be made into the Debt Service Reserve Account whenever and as long as the amount deposited therein shall be equal to the Debt Service Reserve Requirement (including taking into account any Reserve Account Credit Facilities).

Notwithstanding the foregoing provisions, in lieu of the required deposits into the Debt Service Reserve Account, the County may, with the consent of the Credit Facility Issuer, if any, cause to be deposited into the Debt Service Reserve Account a Reserve Account Credit Facility for the benefit of the Bondholders in an amount equal to the difference between the Debt Service Reserve Requirement, and the sums then on deposit in the Debt Service Reserve Account, if any; which Reserve Account Credit Facility shall be payable or available to be drawn upon, as the case may be (upon the giving of the required notice as required thereunder) on any Interest Payment Date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose and otherwise meet the requirements of this Section. If a disbursement is made under the Reserve Account Credit Facility, the County shall be obligated to either reinstate the maximum limits of such Reserve Account Credit Facility immediately following such disbursement equal to the Debt Service Reserve Requirement, or to deposit into the Debt Service Reserve Account from the Pledged Revenues, available for such purposes hereunder, as herein provided, funds in the amount of the disbursement made under such Reserve Account Credit Facility, or a combination of such alternatives as shall equal the Debt Service Reserve Requirement.

In the event that any moneys shall be withdrawn from the Debt Service Reserve Account for payments into the Principal and Interest Account or Redemption Account such withdrawals shall be subsequently restored from the first Pledged Revenues, available for such purposes hereunder, after all required payments have been made into the Principal and Interest Account and Redemption Account, including any deficiencies for prior payments, and after reimbursement in full of any sums owed to the Reserve Account Credit Facility Issuer. The foregoing restoration may be satisfied by the reinstatement of the maximum limits of a Reserve Account Credit Facility.

Moneys in the Debt Service Reserve Account shall be used only for the purpose of making payments into the Principal and Interest Account or Redemption Account, when and to the extent the moneys transferred to the Sinking Fund are insufficient for such purpose, provided, however, that moneys in the Debt Service Reserve Account may be invested and reinvested as provided for herein; and provided further, however, that moneys on deposit in the Debt Service Reserve Account may, upon final maturity of the Bonds, be used to pay the principal of and interest on the Bonds.

If so determined by subsequent proceedings of the County Commission, there shall be initially deposited in the Debt Service Reserve Account from the proceeds derived from the sale of the Bonds an amount equal to the Debt Service Reserve Requirement or in lieu of all or a portion thereof, the Debt Service Reserve Requirement shall be satisfied by the deposit with the Paying Agent of a Reserve Account Credit Facility with the requisite coverage, all as shall be determined by subsequent proceedings of the County Commission.

Such Reserve Account Credit Facility may take any of the following forms:

(i) A surety bond, insurance policy or evidence of insurance issued to the entity serving as Paying Agent, as agent of the bondholders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") with claims-paying ability rated "AAA" or "Aaa" by S&P or Moody's, respectively.

(ii) A Letter of Credit issued to the Paying Agent, as agent of the Bondholders, by a bank rated at least "AA" by S&P or Aa by Moody's, provided the Letter of Credit is satisfactory in form and substance to the Credit Facility Issuer, if any.

(b) The delivery of any Reserve Account Credit Facility pursuant to this Section shall be subject to receipt of an opinion of counsel acceptable to the County and the Credit Facility Issuer, if any, and in form and substance satisfactory to the County and the Credit Facility Issuer, if any, as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such Reserve Account Credit Facility is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the County and the Credit Facility Issuer, if any. In addition, the use of Letter of Credit shall be subject to receipt of an opinion of counsel acceptable to the County and the Credit Facility Issuer, if any, and in form and substance satisfactory to the County and the Credit Facility Issuer, if any, to the effect that payments under such Letter of Credit would not constitute avoidable preferences under Section 547 of the U. S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U. S. Bankruptcy Code or similar state laws by or against the County (or any other account party under the Letter of Credit).

(c) If (i) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below a rating of "AAA" by S&P and below a rating of "Aaa" by Moody's, or (ii) the rating of the issuer of the Letter of Credit falls below a rating of "AA" by S&P and below a rating of "Aa" by Moody's, the County shall either (A) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Debt Service Reserve Account to equal the Debt Service Reserve Requirement on all outstanding Bonds, such amount to be paid over the ensuing five years in equal installments deposited at least semiannually, or (B) replace such Reserve Account Credit Facility with a surety bond, insurance policy or Letter of Credit meeting the requirements of a Reserve Account Credit Facility within six months of such occurrence. In the event (i) the rating of the claims-paying ability of the issuer of the surety bond or insurance policy falls below "AA" by S&P and below "Aa" by Moody's, or (ii) the rating of the issuer of the Letter of Credit falls below "A" by Moody's and/or S&P, or (iii) the issuer of the Reserve Account Credit Facility defaults in its payment obligations, or (iv) the issuer of the Reserve Account Credit Facility becomes insolvent,

the County shall either (A) deposit into the Debt Service Reserve Account an amount sufficient to cause the cash or permitted investments on deposit in the Debt Service Reserve Account to be equal to the Debt Service Reserve Requirement on all Outstanding Bonds, such amount to be paid over the ensuing year in equal installments on at least a monthly basis, or (B) replace such instrument with a surety bond, insurance policy or Letter of Credit meeting the requirements for a Reserve Account Credit Facility within six months of such occurrence.

(d) Cash on deposit in the Debt Service Reserve Account shall be used for Investment Obligations purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Account Credit Facility. If and to the extent that more than one Reserve Account Credit Facility is deposited in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

(e) Whenever the moneys, cash and Investment Obligations on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be deposited in the Principal and Interest Account; provided, however, that any excess resulting from the valuation of Investment Obligations shall not be transferred to the Principal and Interest Account until such time as the Investment Obligations are sold or mature. Deficiencies resulting from a decline in market value of Investment Obligations on deposit in the Debt Service Reserve Account shall be restored no later than the succeeding valuation date pursuant to Article IV, Section B. unless required earlier under this Resolution.

**SECTION 8. COST OF ISSUANCE FUND.** Moneys on deposit in the Cost of Issuance Fund shall be used to pay costs of issuing the Bonds to the extent not paid from other sources, which costs may include, all printing expenses in connection with this Resolution, the preliminary and final official statements for the Bonds and the Bonds; the fees of the Credit Facility Issuer pursuant to the Credit Facility, if any; administrative expenses of the County; the cost of a Reserve Account Credit Facility, if any, and the fees and expenses of the issuer thereof; legal fees and expenses of counsel to the County, Bond Counsel and counsel to the Credit Facility Issuer; fees and expenses of financial advisors; the Paying Agent's initial fees and expenses; and any other expenses incurred in connection with the Bonds, which may be paid upon the submission of requisitions by the County signed by an officer of the County stating the amount to be paid, to whom it is to be paid and the reason for such payment, and that the amount of such requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper expense of issuing such Bonds. Any moneys remaining in the Cost of Issuance Fund not needed for the purposes thereof shall be transferred to the Principal and Interest Account of the Sinking Fund.

#### **SECTION 9. CONSTRUCTION FUND.**

(a) There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or any supplemental resolution and there may be paid into the Construction Fund, at the option of the County, any moneys received for or in connection with the Project by the County from any other source, unless required to be otherwise applied.

(b) During the period of construction of the Project, the moneys received by the County pursuant to an insurance claim from insurance maintained against physical loss of or

damage to the Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof shall be paid into the Construction Fund.

(c) Any amounts in the Construction Fund shall be applied by the County to pay the Cost of the Project (other than the costs of issuing the Bonds, which shall be paid from moneys on deposit in the Cost of Issuance Fund), and separate accounts may be established in the Construction Fund for any portion of the Project. There is hereby established in the Construction Fund a separate account designated as the "Second FAU Facility Account." Any amounts deposited into the Second FAU Facility Account shall be applied and disbursed as provided in the Second FAU Facility Agreements.

(d) Except with respect to the Second FAU Facility Account (disbursement from which shall be governed by the Second FAU Facility Agreements, including the Escrow Agreement which is part thereof) and as set forth in (e) below, before any such application of any amounts in the Construction Fund shall be made, the County shall prepare a requisition, signed by an authorized officer of the County showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the Construction Fund and evidencing: (i) that obligations in the stated amounts, including any amounts retained by the County in the Construction Fund to be paid at such later date, have been incurred by the County and that each item thereof is a proper charge against the Construction Fund and has not been the basis of any previous requisition; and (ii) that there has not been filed with or served upon the County notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law. Notwithstanding the foregoing, the portion of Bond proceeds on deposit in the Construction Fund designated to pay interest on the Bonds may be requisitioned therefrom from time to time for transfer to the Interest Account without the need for a certification as to the matters reflected in subparagraph (ii) of the requisition required by this paragraph (d).

(e) To the extent that other moneys are not available therefor in any other fund and account created under this Resolution (other than the Rebate Fund), amounts in the Construction Fund shall be applied to the payment of the principal of and interest on Bonds when due.

(f) Completion of construction of the Project shall be deemed to occur for purposes hereof when the "Completion Date" has occurred, as such term is defined and described in the Second FAU Facility Agreements, and the Cost of the Project shall be based upon the certificate that FAU is required to deliver after the Completion Date, certifying as to Total Project Costs, as defined in the Second FAU Facility Agreements. Upon the filing of such certificate with the County, the balance in the Construction Fund (or in any separate account in the Construction Fund established therefor) in excess of the amount, if any, stated in such certificate shall, as directed by the County, be deposited in the Debt Service Reserve Account (if the County Commission has determined to fund the Debt Service Reserve Account) to make up any deficiency therein and, thereafter, in the Principal and Interest Account and applied to the retirement of Bonds by payment, purchase or redemption at the earliest date permissible under the terms of this Resolution. Notwithstanding the foregoing, the County may apply such balance in the Construction Fund to any lawful purpose of the County if the County receives an Opinion

of Bond Counsel to the effect that such application will not adversely affect the exclusion of the interest on the Tax Exempt Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(g) During the period of construction of the Project, any earnings from moneys held in the Construction Fund invested pursuant to the requirements of Article IV hereof shall be retained in the Construction Fund, except earnings from moneys held in the Second FAU Facility Account, which shall be transferred to the Principal and Interest Account.

## **SECTION 10. COVENANTS OF THE COUNTY.**

(a) The County covenants to comply with each applicable requirement of the Code, and any successor provisions thereto, in order to maintain the exclusion of the interest on the Tax Exempt Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the provisions of the Arbitrage Certificate executed by the County on the Date of Issue.

(b) The County shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Tax Exempt Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under this Resolution and available therefor or from any other legally available source.

(c) Notwithstanding any other provision of this Resolution to the contrary, as long as necessary in order to maintain the exclusion of interest on the Tax Exempt Bonds from gross income for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Tax Exempt Bonds, including any payment or defeasance thereof pursuant to Article V of this Resolution.

(d) The County shall not take or permit any action or fail to take any action which would cause the Tax Exempt Bonds to constitute private activity bonds within the meaning of section 141(a) of the Code, and the County shall not take or permit any action or fail to take any action which would cause the Tax Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(e) The County covenants that in each Fiscal Year of the County, while the Bonds are Outstanding the total Non-Self-Supporting Debt Service due for each such Fiscal Year of the County shall not exceed 50% of Non-Ad Valorem Revenues of the County. In furtherance of such covenant, the County covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the County can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are Outstanding (based on reasonable projections of the County) will be greater than 2.00 times the Non-Self-Supporting Debt Service in each such Fiscal Year; and (iii) the aggregate principal amount of Non-Self-Supporting Debt bearing a variable interest rate will not exceed twenty-five per cent (25%) of the aggregate principal amount of Non-Self-Supporting Debt.

(f) The County shall in each Fiscal Year prepare and adopt an annual budget in accordance with the provisions of Section 129, Florida Statutes. A copy of such annual budget shall be furnished, as soon as reasonably possible, to the Credit Facility Issuer, if any.

(g) The County shall furnish, as soon as reasonably possible, to the Credit Facility Issuer, if any, all comprehensive annual financial reports (which shall include but are not limited to all combined statements of revenues, expenditures and changes in fund balances, all changes in retained earnings/fund balance and all combined statements of changes in financial position of the County for such Fiscal Year and a combined balance sheet of the County as of the close of such Fiscal Year, and notes to each, setting forth in comparative form the figures for the previous Fiscal Year (to the extent applicable)), in reasonable detail and accompanied by an opinion thereon of a recognized firm of independent public accountants selected by the County, which opinion shall state that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied.

(h) The County further covenants that an annual audit (prepared in accordance with generally accepted accounting principles consistently applied) of the County shall be conducted by a recognized firm of independent public accountants within 180 days of the end of the Fiscal Year, and the report of such annual audit shall be available to the Credit Facility Issuer, if any, without charge upon written request.

**SECTION 11. REBATE FUND.** The County shall deposit moneys into the Rebate Fund at the times and in the amounts prescribed in the Arbitrage Certificate. All moneys on deposit in the Rebate Fund, including any investment earnings therefrom, shall be applied in accordance with the terms and provisions of the Arbitrage Certificate.

**SECTION 12. RULE 15C2-12 UNDERTAKING.** In order to assist the initial purchasers of the Bonds with respect to compliance with the Rule, the County undertakes and agrees to provide the information described below to the persons so indicated. The County's undertaking and agreement set forth in this Section 12 shall be for the benefit of the registered owners and Beneficial Owners of the Bonds.

(a) The County undertakes and agrees to provide to each NRMSIR, and to the State of Florida information depository (herein, the "SID") if and when such a SID is created, the County's general purpose financial statements generally consistent with the financial statements presented in an appendix to each official statement relating to the Bonds (the "Official Statement"). The information referred to above is herein collectively referred to as the "Annual Information."

(b) The Annual Information described in paragraph (a) above in audited form (for as long as the County provides such financial information in audited form) is expected to be available on or before March 31 of each year for the fiscal year ending on the preceding September 30, commencing with March 31 of the calendar year following the year in which a Series of Bonds is issued. The Annual Information referred to in paragraph (a) above in unaudited form (if the audited financial statements are not available or if the County no longer provides such financial information in audited form) will be available on or before March 31 for the fiscal year ending on the preceding September 30. The County also agrees to provide the

Annual Information to each registered owner and Beneficial Owner of the Bonds who request such information and pays to the County its costs of reproduction and transmission of such Annual Information. The County agrees to provide to each NRMSIR and the SID, if any, timely notice of its failure to provide the Annual Information. Such notice shall also indicate the reason for such failure and when the County reasonably expects such Annual Information will be available.

(c) The Annual Information referred to in of paragraph (a) above and presented as an appendix to the Official Statement has been prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board, as in effect from time to time, as such principles are modified by generally accepted accounting principles, promulgated by the Financial Accounting Standards Board, as in effect from time to time, and such other State mandated accounting principles as in effect from time to time.

(d) If, as authorized by paragraph (f) below, the County's Undertaking with respect to paragraph (c) above requires amending, the County undertakes and agrees that the Annual Information described in paragraph (a) above for the Fiscal Year in which the amendment is made will, to the extent possible, present a comparison between the Annual Information prepared on the basis of the new accounting principles and the Annual Information prepared on the basis of the accounting principles described in paragraph (c) above. The County agrees that such a comparison will, to the extent possible, include a qualitative discussion of the differences in the accounting principles and the impact of the change on the presentation of the Annual Information.

(e) The County undertakes and agrees to provide, in a timely manner, to each NRMSIR or to the Municipal Securities Rulemaking Board and to the SID, if any, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on any reserve account reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (7) modifications to rights of Bondholders;
- (8) Bond calls (other than scheduled mandatory sinking fund redemptions);
- (9) defeasances of the Bonds;

(10) release, substitution, or sale of property securing repayment of the Bonds;  
and

(11) rating changes.

Notwithstanding the foregoing, notice of the events described in clauses (8) and (9) above need not be given any earlier than the time notice is required to be given to the registered owners of the Bonds.

(f) Notwithstanding any other provision of this Resolution to the contrary regarding amendments or supplements, the County undertakes and agrees to amend and/or supplement this Section 12 of Article III (including the amendments referred to in paragraph D above) only if:

(1) The amendment or supplement is made only in connection with a change in circumstances existing at the time the Bonds were originally issued that arises from (i) a change in law, (ii) SEC pronouncements or interpretations, (iii) a judicial decision affecting the Rule or (iv) a change in the nature of the County's operations or the activities that generate Non-Ad Valorem Revenues;

(2) The County's Undertaking, as amended, would have complied with the requirements of the Rule at the time the Bonds were originally issued after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or supplement does not materially impair the interests of the registered owners and Beneficial Owners of the Bonds as determined by Bond Counsel or by a majority of the registered owners of the Bonds.

In the event of an amendment or supplement under this Section 12 of Article III, the County shall describe the same in the next report of Annual Information and shall include, as applicable, a narrative explanation of the reason for the amendment or supplement and its impact, if any, on the financial information and operating data being presented in the Annual Information.

(g) The County's Undertaking as set forth in this Section 12 of Article III shall terminate if and when the Bonds are paid or deemed paid within the meaning of Article V.

(h) The County acknowledges that its Undertaking pursuant to the Rule set forth in this Section 12 of Article III is intended to be for the benefit of the registered holders and Beneficial Owners of the Bonds and shall be enforceable by such holders and Beneficial Owners; provided that, the holder's and Beneficial Owners' right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder, and any failure by the County to comply with the provisions of this Undertaking shall not be or constitute a covenant or monetary default with respect to the Bonds under this Resolution.

(i) The County reserves the right to satisfy its obligations under this Section 12 of Article III through agents; and the County may appoint such agents without the necessity of

amending this Resolution. The County may also appoint one or more employees of the County or employees of the office of the Clerk to monitor and be responsible for the County's Undertaking hereunder.

[End of Article III]

**ARTICLE IV**  
**INVESTMENT OF FUNDS AND ACCOUNTS**

A. Moneys held in all funds and accounts established under this Resolution shall be invested in Investment Obligations. All Investment Obligations shall mature or shall be subject to redemption at the option of the holder thereof not later than the respective dates when moneys held for the credit of such funds or accounts will be required for the purposes intended, including, in particular, the payment of interest and principal on the Bonds when due; provided that Investment Obligations purchased with funds on deposit in the Debt Service Reserve Account (if so funded) shall have an average aggregate weighted term to maturity of not greater than five years.

B. Whenever a payment or transfer of moneys between two or more of the funds or accounts established pursuant to Article III hereof is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article IV; provided that the Investment Obligations transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer. Investment Obligations in all funds and accounts established under this Resolution shall be valued, not less than one time each year prior to the end of each Fiscal Year, at fair value determined in accordance with generally accepted accounting principals, and exclusive of accrued interest in the case of the Debt Service Reserve Account.

[End of Article IV]

## ARTICLE V DEFEASANCE

If the County shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid to the Paying Agent or a bank or trust company appointed as escrow agent all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights and interest created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except with respect to the covenants of the County, which by the terms of this Resolution survive the defeasance of the Bonds).

In addition, any Bond or Authorized Denominations thereof shall be deemed to be paid within the meaning of this Resolution when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been provided by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment lawful money of the United States of America in an amount equal to the principal amount of such Bonds, redemption premium, if any, and all unpaid interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein); (ii) shall have been provided for by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment Defeasance Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be. At such times as a Bond or Authorized Denominations thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denominations thereof shall no longer be secured by or entitled to the benefits of this Resolution except for the purposes of any such payment from such moneys and/or Defeasance Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denominations thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denominations thereof shall have been previously given in accordance with Article II of this Resolution, or (b) in the event said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding 60 days, until (i) the County shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond in accordance with Article II, Section 6 hereof, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption

date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof, and (ii) the County shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit.

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Bonds or Authorized Denominations thereof.

The provisions of this Article shall apply to the Bonds of all or any Series of Bonds Outstanding hereunder or of a particular maturity or of a specific part of a particular maturity to the extent the conditions hereof are expressly satisfied with respect to such Bonds, Series of Bonds, maturity or specific part of a maturity.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent or escrow agent, as applicable, pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Notwithstanding the foregoing, in the event that the payment or deposit in the amount and manner provided in this Resolution has been made by the Credit Facility Issuer under the terms of its Credit Facility, the Credit Facility Issuer shall be subrogated to the rights of the Holders of the Bonds and the liability of the County, with respect thereto, shall not be discharged or extinguished.

Notwithstanding anything contained in this Article to the contrary, the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied until all obligations owed to the Credit Facility Issuer, if any, and Reserve Account Credit Facility Issuer, if any, have been satisfied.

[End of Article V]

date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof, and (ii) the County shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit.

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Bonds or Authorized Denominations thereof.

The provisions of this Article shall apply to the Bonds of all or any Series of Bonds Outstanding hereunder or of a particular maturity or of a specific part of a particular maturity to the extent the conditions hereof are expressly satisfied with respect to such Bonds, Series of Bonds, maturity or specific part of a maturity.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent or escrow agent, as applicable, pursuant to this Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Notwithstanding the foregoing, in the event that the payment or deposit in the amount and manner provided in this Resolution has been made by the Credit Facility Issuer under the terms of its Credit Facility, the Credit Facility Issuer shall be subrogated to the rights of the Holders of the Bonds and the liability of the County, with respect thereto, shall not be discharged or extinguished.

Notwithstanding anything contained in this Article to the contrary, the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied until all obligations owed to the Credit Facility Issuer, if any, and Reserve Account Credit Facility Issuer, if any, have been satisfied.

[End of Article V]

**ARTICLE VI.**  
**DEFAULTS AND REMEDIES**

**SECTION 1. EVENTS OF DEFAULT.** Each of the following events shall constitute and is referred to in this Resolution as an "Event of Default":

(a) A failure by the County to pay the principal of any of the Bonds when the same shall become due and payable at maturity or upon redemption; or

(b) A failure by the County to pay an installment of interest on any of the Bonds after such interest has become due and payable; or

(c) If applicable, a failure of the County to reinstate any amounts required to cure any deficiency in the Debt Service Reserve Account, pursuant to the requirements of Section 7 of Article III, during the year succeeding the year in which such deficiency occurs; or

(d) A failure by the County to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a), (b) and (c) of this Section) contained in the Bonds or in this Resolution on the part of the County to be observed or performed, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County by the Credit Facility Issuer, if any, or by the request of Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, subject to the prior written consent of the Credit Facility Issuer, if any, unless the Owners of an aggregate principal amount of Bonds of not less than the aggregate principal amount of Bonds the Owners of which requested such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration, subject to the prior written consent of the Credit Facility Issuer, if any; provided, however, that the Owners of such aggregate principal amount of Bonds, or the Credit Facility Issuer, as the case may be, shall be deemed to have agreed to an extension of such period if corrective action is initiated by the County, or on behalf of the County, within such period and is being diligently pursued.

If on the date payment of principal of or interest on the Bonds is due, sufficient moneys are not available to make such payment, the Paying Agent shall give immediate notice by telephone, telegraph or other electronic means, promptly confirmed in writing of such insufficiency to the Credit Facility Issuer and the Reserve Account Credit Facility Issuer, if any. The Paying Agent and County shall do all other things necessary to effectuate the terms and provisions of the Credit Facility and the Reserve Account Credit Facility.

**SECTION 2. REMEDIES; RIGHTS OF BONDHOLDERS.** Upon the occurrence of an Event of Default, under Section 1(a) or (b) of this Article VI, any Bondholder may, or upon the occurrence of an Event of Default under Section 1(c) or (d) of this Article VI, the Credit Facility Issuer, if any, or the Owners of not less than 25% in aggregate principal amount of the Bonds, with the consent of the Credit Facility Issuer, if any, may pursue any available remedy at law or in equity or by statute, including any applicable law or statute of the United States of America or of the State, to enforce the payment of principal of and interest on the Bonds then Outstanding or the obligations of the County hereunder. Notwithstanding

anything contained in this Section to the contrary neither the Credit Facility Issuer, if any, nor the Owners shall have the right to accelerate the payment of principal of and interest on the Bonds.

Prior written consent of the Credit Facility Issuer, if any, shall be required only as long as the Credit Facility Issuer shall not be in default under the Credit Facility and not be the subject of a liquidation, bankruptcy, insolvency or similar proceedings.

No right or remedy by the terms of this Resolution is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission in exercising any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

**SECTION 3. RESTORATION TO FORMER POSITION.** In the event that any proceeding taken to enforce any right under this Resolution shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then the County, the Credit Facility Issuer, if any, and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers shall continue as though no such proceeding had been taken.

**SECTION 4. OWNERS' RIGHT TO DIRECT PROCEEDINGS.** Anything in this Resolution to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding hereunder shall have the right, by an instrument in writing and upon the prior written consent of the Credit Facility Issuer, if any, to direct the time, method and place of conducting all remedial proceedings available under this Resolution or exercising any power conferred by this Resolution.

**SECTION 5. NO IMPAIRMENT OF RIGHT TO ENFORCE PAYMENT.** Notwithstanding any other provision in this Resolution, the right of any Owner of Bonds to receive payment of the principal of and interest on such Bond, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Owner.

[End of Article VI]

## **ARTICLE VII**

### **PAYING AGENT AND REGISTRAR**

**SECTION 1. COMPENSATION, EXPENSES AND ADVANCES.** The Paying Agent and the Registrar, pursuant to the terms of this Resolution, shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including reasonable counsel fees) reasonably incurred in connection therewith except as a result of their negligence or willful misconduct.

**SECTION 2. DEALINGS IN BONDS AND WITH THE COUNTY.** The Registrar, the Credit Facility Issuer, if any, and the Paying Agent in its or their individual capacity or capacities, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder, and may join in any action which any Owner of Bonds may be entitled to take with like effect as if it did not act in any capacity hereunder. The Registrar or the Paying Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County or the Credit Facility Issuer, if any, and may act as depository, trustee or agent for any committee or body of Owners of Bonds secured hereby or other obligations of the County, or the Credit Facility Issuer as freely, if any, as if it did not act in any capacity hereunder.

**SECTION 3. ALLOWANCE OF INTEREST.** The Paying Agent may, but shall not be obligated to, allow and credit interest upon any moneys which it may at any time receive under any of the provisions of this Resolution, at such rate, if any, as it customarily allows upon similar funds of similar size and under similar conditions, provided that such allowance and credit shall not result in any violation of Article III, Section 10 hereof relating to arbitrage. All interest allowed on any such moneys shall be credited to the appropriate fund or otherwise applied as provided in Article III with respect to interest on investments. Funds held by the County or Paying Agent hereunder (except moneys in the Rebate Fund) need not be segregated from other funds held by the County or Paying Agent except to the extent required by law.

**SECTION 4. PAYING AGENT.** The Paying Agent shall be determined pursuant to subsequent proceedings of the County Commission; provided, however the Paying Agent for the Series 2005 Bonds shall be as set forth in Article VIII, Section 4 hereof. The Paying Agent shall:

(a) hold all sums held by it for the payment of the principal of or interest on Bonds in trust for the benefit of the Owners of Bonds until such sums shall be paid to such owners or otherwise disposed of as herein provided, and

(b) keep such books and records as shall be consistent with prudent industry practice, including amounts available to be drawn under any Reserve Account Credit Facility and amounts payable thereunder to any Reserve Account Credit Facility Issuer, and make such books and records available for inspection by the County, the Credit Facility Issuer, if any, the Reserve Account Credit Facility Issuer, if any, and any Bondholder at all reasonable times.

**SECTION 5. QUALIFICATIONS OF PAYING AGENT; RESIGNATION, REMOVAL.** Any Paying Agent appointed hereunder shall be a commercial bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days' notice to the County, and the Credit Facility Issuer, if any; provided, however, that no resignation of the Paying Agent shall take effect until a successor has been appointed and has accepted the duties of Paying Agent.

The Paying Agent may be removed by the County by an instrument or instruments in writing which may be accompanied by an instrument of appointment by the County of a successor. Notwithstanding anything in this Section to the contrary, as long as a Credit Facility, if any, is still in effect, the Paying Agent shall not be removed without the prior written consent of the Credit Facility Issuer provided that such Credit Facility Issuer shall not be in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceedings.

In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor.

In the event that the County shall fail to appoint a Paying Agent hereunder, or in the event that the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the County shall not have appointed its successor as Paying Agent, the Chief Financial Officer of the County shall ipso facto be deemed to be the Paying Agent for all purposes of this Resolution until the appointment by the County of the Paying Agent or successor Paying Agent, as the case may be.

**SECTION 6. REGISTRAR.** The Registrar hereby agrees, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the County, the Bondholders and the Credit Facility Issuer, if any, at all reasonable times.

The County shall cooperate with the Registrar to cause the necessary arrangements to be made and to be thereafter continued whereby Bonds, executed by the County and authenticated by the Registrar or any authenticating agent, shall be made available for exchange, registration and registration of transfer at the designated corporate trust office of the Registrar. The County shall cooperate with the Registrar and the Credit Facility Issuer, if any, to cause the necessary agreements to be made and thereafter continued whereby the Registrar shall be furnished such records and other information, at such times, as shall be required to enable the Registrar to perform the duties and obligations imposed upon him hereunder.

**SECTION 7. QUALIFICATIONS OF REGISTRAR; RESIGNATION; REMOVAL.** The Registrar, initially, shall be the Paying Agent. Any successor appointed hereunder shall be a corporation duly organized under the laws of the United States of America

or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Registrar may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days' notice to the County, the Paying Agent (if not also the Registrar) and the Credit Facility Issuer, if any. The Registrar may be removed at any time, at the direction of the County with the consent of the Credit Facility Issuer, if any, by an instrument, signed by the County, filed with the Registrar, the Paying Agent (if not also the Registrar) and the Credit Facility Issuer, if any.

In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds held by it in such capacity to its successor or, if there be no successor, to the Paying Agent.

In the event that the County shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the County shall not have appointed a successor as Registrar, the Paying Agent (if not also the Registrar) shall ipso facto be deemed to be the Registrar for all purposes of this Resolution until the appointment by the County of the Registrar or successor Registrar, as the case may be.

**SECTION 8. SEVERAL CAPACITIES.** Anything in this Resolution to the contrary notwithstanding, the same entity may serve hereunder as the Registrar, the Paying Agent and the authenticating agent and in any other combination of such capacities, to the extent permitted by law.

[End of Article VII]

**ARTICLE VIII**  
**AUTHORIZATION AND SALE OF SERIES 2005 BONDS**

**SECTION 1. AUTHORIZATION OF SERIES 2005 BONDS; APPLICATION OF PROCEEDS.** The County hereby authorizes the issuance of not exceeding \$13,100,000 in aggregate principal amount of the Series 2005 Bonds as Tax Exempt Bonds for the purpose of financing the Cost of the Project and paying costs of issuance of the Series 2005 Bonds. The final aggregate principal amount of the Series 2005 Bonds shall be set forth in the final form of the Series 2005 Bonds and shall be sufficient to permit the County to deposit \$13,000,000 in the Second FAU Facility Account of the Construction Fund, as required by the Second FAU Facility Agreements, and pay the costs of issuance of the Series 2005 Bonds, as finally determined by the Debt Manager of the County in consultation with the County's financial advisor. The text of the Series 2005 Bonds shall be substantially in the form set forth in Exhibit B hereto. The Chairman of the County Commission or, in his absence, the Vice Chairperson or, in her absence, any other member of the County Commission, is hereby authorized and directed to execute, and the Clerk or any Deputy Clerk to attest, the Series 2005 Bonds, substantially in the form set forth in Exhibit B with such modifications, insertions (including the insertion of a principal amortization schedule) and deletions as may be approved, in consultation with the County Administrator, by the Chairman of the County Commission or, in his absence, the Vice Chairperson or, in her absence, any other member of the County Commission, and to deliver the Series 2005 Bonds to the Purchaser. Execution of the Series 2005 Bonds as aforesaid shall constitute conclusive evidence of the County's approval and acceptance of any changes to the Series 2005 Bonds from the form thereof attached hereto.

The Series 2005 Bonds shall not be secured by the Debt Service Reserve Account of the Sinking Fund. Upon issuance, a portion of the proceeds of the Series 2005 Bonds in the amount of \$13,000,000 shall be deposited to the Second FAU Facility Account of the Construction Fund. The balance of the proceeds of the Series 2005 Bonds shall be deposited to a separate account in the Cost of Issuance Fund established pursuant hereto, which account is hereby created and designated as the "Series 2005 Bonds Cost of Issuance Account." The specific amounts to be deposited into the account of the Cost of Issuance Fund shall be set forth in a certificate of the Debt Manager of the County delivered in connection with the closing of the Series 2005 Bonds. Proceeds of the Series 2005 Bonds on deposit in the account in the Cost of Issuance Fund and the Second FAU Facility Account in the Construction Fund, together with investment earnings thereon, shall be applied as provided in Article III of this Resolution.

**SECTION 2. DETAILS OF THE SERIES 2005 BONDS.** The Series 2005 Bonds shall be dated their date of delivery and shall mature on January 1, 2014 (the "Maturity Date"). Interest on the Series 2005 Bonds shall be payable on each January 1 and July 1, commencing on January 1, 2006 through the Maturity Date or earlier redemption date. Interest on the Series 2005 Bonds shall accrue at a variable rate per annum equal to 77% of the 30-day LIBOR Rate (the "LIBOR Rate") as published in the Wall Street Journal one (1) Business Day prior to the first Business Day of each calendar month plus 37 basis points (the "Tax-Exempt Rate"). The initial Tax-Exempt Rate shall be established one Business Day prior to the date of delivery of the Series 2005 Bonds and shall be adjusted on the first Business Day of each calendar month while the Series 2005 Bonds are Outstanding, commencing on September 1, 2005. The registered owner of the Series 2005 Bonds shall provide the County with written notice of the Tax-Exempt Rate in

effect from time to time within five (5) Business Days after the first day of each calendar month while the Series 2005 Bonds are Outstanding.

If for any reason the interest on the Series 2005 Bonds becomes includable in the gross income of the Registered Owner for Federal income tax purposes as the result of an Event of Taxability (as defined in the form of Series 2005 Bonds attached hereto), the Series 2005 Bonds shall bear interest from the earliest effective date of such Event of Taxability at a rate per annum equal to 100% of the 30 day LIBOR Rate, plus 37 basis points, as adjusted on the first Business Day of each calendar month while the Series 2005 Bonds are Outstanding (the "Taxable Rate"). In addition to the foregoing, the County shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the registered owner of the Series 2005 Bonds on account of any Event of Taxability. All such additional interest, additions to tax and penalties shall be paid on the next succeeding interest payment date.

In the event the Wall Street Journal ceases to be published, or the LIBOR Rate is no longer published therein, the registered owner of the Series 2005 Bonds, with the prior written consent of the County, shall select an alternate publication or basis, as applicable, for determining the Tax-Exempt Rate or the Taxable Rate, as applicable.

Principal installments shall be paid on January 1, 2006 and on January 1 of each year thereafter until the Maturity Date or earlier redemption of the Series 2005 Bonds in accordance with the amortization schedule attached to the Series 2005 Bonds. The Series 2005 Bonds shall be issued in Authorized Denominations equal to the outstanding principal amounts of the Series 2005 Bonds from time to time.

The Series 2005 Bonds shall be redeemable in whole or in part prior to the maturity date at any time, without penalty or premium. Notice of such redemption shall be sent to the purchaser at least ten (10) business days prior to the date of redemption. Notwithstanding any provision of this resolution to the contrary, no other notice of redemption of the Series 2005 Bonds is required.

**SECTION 3. NEGOTIATED SALE; COMMITMENT LETTER.** The County Commission hereby finds that, based on present market conditions, the volatility of interest rates and the recommendation of the County's financial advisor, it would be in the best interest of the County that the Series 2005 Bonds be sold to the Purchaser on a negotiated basis. The Commitment Letter submitted at this meeting and attached hereto as Exhibit C is hereby approved and accepted. The Series 2005 Bonds are authorized to be sold to the Purchaser at a purchase price equal to the original aggregate principal amount of the Series 2005 Bonds as determined in accordance with this Resolution. As a condition to the delivery of the Series 2005 Bonds to the Purchaser, the Purchaser shall deliver to the County an investor letter substantially in the form of Exhibit D hereto.

**SECTION 4. PAYING AGENT AND REGISTRAR.** Notwithstanding any provision of this Resolution to the contrary, the County is hereby appointed as Paying Agent and Registrar for the Series 2005 Bonds.

**SECTION 5. INFORMATION TO BE PROVIDED; AMENDMENTS.** The continuing disclosure undertakings of the County set forth in Article III, Section 12 hereof shall

not apply to the Series 2005 Bonds; provided, however, that while the Series 2005 Bonds are Outstanding and the Purchaser is the Owner thereof: (a) the County shall furnish to the Purchaser the same documents as it is required to furnish to a Credit Facility Issuer pursuant to Article III, Section 10 (f), (g) and (h) of this Resolution, as soon as reasonably possible after receipt thereof, and (b) the County shall not amend any provision of this Resolution affecting the Series 2005 Bonds without the prior written consent of the Purchaser.

**SECTION 6. DISCLOSURE STATEMENT.** The County does hereby find that the Purchaser has submitted the Disclosure Statement and Truth-in-Bonding Statement required by Section 218.385, Florida Statutes, copies of which are attached hereto as Exhibit E.

[End of Article VIII]

## ARTICLE IX.

### MISCELLANEOUS PROVISIONS

#### SECTION 1. MODIFICATION OR AMENDMENT.

(a) Except as provided in paragraph (b) below no material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Owners of more than fifty percent (50%) in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the County to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Owners of such Bonds required above for such modification or amendments, without the consent of the Owners of all the Bonds affected.

(b) This Resolution may be amended, changed, modified and altered without the consent of the Owners of Bonds, (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes which will not adversely affect the interest of such Owners (without taking into account the existence of a Credit Facility), (iii) to maintain the exclusion of interest on the Tax Exempt Bonds from gross income for federal income tax purposes, (iv) to secure or maintain a rating on the Bonds, or (v) to amend Section 12 of Article III of this Resolution to the extent permitted thereunder.

(c) Anything in this Section 1 of Article IX to the contrary notwithstanding, to the extent the Bonds are secured by a Credit Facility and such Bonds are then rated in as high a rating category in which such Bonds were rated at the time of initial issuance and delivery thereof, by both S&P and Moody's, then the consent of the Credit Facility Issuer shall constitute the consent of the Holders of the Bonds provided such Credit Facility Issuer is not in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceeding; and provided, further, that no modification or amendment shall permit a change in the maturity or redemption of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the County to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or adversely affect the rights of Bondholders or reduce the percentage of Owners of such Bonds required in Section 1(a) above for such modification or amendment, without the consent of the Owners of all the Bonds affected.

(d) Anything contained in this Section 1 to the contrary notwithstanding, if the principal of and interest on the Bonds is guaranteed under a Credit Facility and the Credit Facility Issuer is not in default under such Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceedings, any amendment or supplement to this Resolution shall be subject to the prior written consent of the Credit Facility Issuer. Further, the Credit Facility Issuer shall be provided with a full transcript of all proceedings relating to the adoption of any supplemental resolution.

## **SECTION 2. CREDIT FACILITY; ALTERNATES.**

(a) If the County determines to secure the Bonds with a Credit Facility, such Credit Facility must meet the requirements set forth in this Section 2.

(b) Prior to implementation of any Credit Facility the County shall deliver to the Paying Agent an opinion of counsel for the Credit Facility Issuer that such obligation constitutes a legal, valid and binding obligation of such Credit Facility Issuer, enforceable in accordance with its terms.

(c) Each Credit Facility must:

(1) be an irrevocable, unconditional obligation of the Credit Facility Issuer;

(2) shall provide for payment of principal of and interest on the applicable Bonds when due, whether at maturity or earlier mandatory sinking fund redemption, when other funds hereunder are unavailable therefor; and

(3) result in the Bonds being rated in one of the two highest long term credit rating categories by either S&P or Moody's, or both.

(d) The County may, at any time, provide for the replacement of the Credit Facility by the delivery of an Alternate Credit Facility to the Paying Agent, which Alternate Credit Facility shall meet the foregoing requirements of this Section 2. In addition, prior to the replacement of any Credit Facility, the County shall have delivered to the Paying Agent:

(1) An Opinion of Bond Counsel to the effect that the replacement of the Credit Facility with such Alternate Credit Facility will not cause interest on the Tax Exempt Bonds to be included in federal gross income for federal income tax purposes;

(2) Confirmation from any Rating Agency then rating the Bonds secured by such Credit Facility that such substitution will not reduce or impair the rating such Bonds held at the time of implementation of the previous Credit Facility; and

(3) An opinion of counsel for the substitute Credit Facility Issuer that such Alternate Credit Facility constitutes a legal, valid and binding obligation of such Credit Facility Issuer enforceable in accordance with its terms.

Any provision in this Section 2 of this Article IX to the contrary notwithstanding, if the Credit Facility shall be provided by the same Credit Facility Issuer by means of a Letter of Credit, then the consent of such Credit Facility Issuer shall not be necessary.

(e) At least thirty (30) days prior to the effective date of any Alternate Credit Facility, the Paying Agent shall give written notice to each owner of all Bonds Outstanding affected thereby. At the time such notice is given, a copy of the notice shall be sent to the Rating Agency or Rating Agencies then rating the Bonds affected thereby. The County may, by notice given to the owners of the Bonds affected thereby not less than twelve (12) days prior to the proposed date of substitution, rescind any notice thereof given pursuant to this Subsection 2(e).

(f) The County may utilize more than one Credit Facility to secure any Series of Bonds provided each Credit Facility Issuer has a joint and several obligation to pay the principal of and interest on the Series of Bonds. The provisions of this Subsection 2(f) relating to joint and several obligation shall not apply to the initial Credit Facility, if any, delivered on the Date of Issue. Except as aforesaid all provisions hereof relating to a Credit Facility shall apply to all Credit Facilities securing the Bonds pursuant to this Subsection 2(f).

**SECTION 3. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Resolution should 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 separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds issued hereunder.

**SECTION 4. SALE OF BONDS.** Bonds shall be issued and sold at one time or from time to time and at such price or prices consistent with the provisions of the Act and the requirements of this Resolution as the County Commission shall hereafter determine by subsequent proceeding; provided, however, the Series 2005 Bonds shall be sold as provided in this Resolution.

**SECTION 5. PRELIMINARY OFFICIAL STATEMENT.** The County is hereby authorized to distribute a preliminary official statement in connection with each Series of the Bonds; provided, however, nothing herein shall require the preparation of a preliminary official statement or other offering document in connection with the Series 2005 Bonds. Prior to such distribution, the Debt Manager, the County Administrator or any member of the County Commission is each hereby authorized to deem such preliminary official statement "final" within the meaning of the Rule as of its date, except for certain "permitted omissions" as defined therein.

**SECTION 6. CREDIT FACILITY ISSUER; DEFAULT.** Notwithstanding any of the provisions of this Resolution to the contrary, all of the rights of the Credit Facility Issuer granted herein, shall be null and void if the Credit Facility Issuer is in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceedings; provided, however, that the Credit Facility Issuer shall be entitled to claim any reimbursement obligations theretofore earned.

**SECTION 7. NOTICE TO THE RATING AGENCY.** The Rating Agency or Rating Agencies then rating the Bonds shall receive notice of the following events:

- (i) Any amendment to this Resolution.
- (ii) Any redemption, other than a mandatory sinking fund redemption.
- (iii) Defeasance of the Bonds.

**SECTION 8. VALIDATION AUTHORIZED.** The County Attorney and the County's bond counsel in connection with the Bonds are hereby authorized to take appropriate proceedings in the Circuit Court in and for Palm Beach County, Florida, for validation of the Bonds and the proceedings incident thereto. The members of the County Commission, and the agents and employees of the County, including, without limitation, the County Administrator and the Debt Manager, are hereby also authorized to offer testimony for and on behalf of the County in connection with any such validation proceedings. Nothing herein shall be deemed to require such validation to be undertaken.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner Aaronson who moved its adoption. The motion was seconded by Commissioner Marcus, and upon being put to a vote, the motion passed as follows:

Commissioner Tony Masilotti, Chairman	Aye
Commissioner, Addie L. Greene, Vice Chairperson	Aye
Commissioner Karen T. Marcus	Aye
Commissioner Jeff Koons	Aye
Commissioner Warren H. Newell	Aye
Commissioner Mary McCarty	Aye
Commissioner Burt Aaronson	Aye

The Chairman thereupon declared the resolution duly passed and adopted this 16th day of August, 2005.

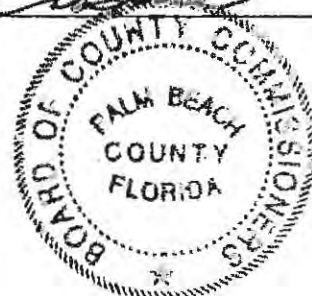
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: Judith Crook  
Deputy Clerk

Approved as to form and  
legal sufficiency

By: Paul F. [Signature]  
County Attorney



**EXHIBIT A**

**(Form of Bond)**

The text of the Bonds shall be of substantially the tenor set forth below. Provisions of the Bonds may be set forth on the back of the Bonds and shall for all purposes have the same effect as if set forth on the front of the Bonds.

**(Face of Bond)**

No. R-

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

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
PALM BEACH COUNTY  
PUBLIC IMPROVEMENT REVENUE BOND, SERIES \_\_\_\_\_  
(FLORIDA ATLANTIC UNIVERSITY LABORATORY  
AND RESEARCH FACILITY PROJECT)**

Interest Rate

Maturity Date

Dated Date

CUSIP

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

KNOW ALL MEN BY THESE PRESENTS, that Palm Beach County, Florida (the "County"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the designated corporate trust office of \_\_\_\_\_, as paying agent (said \_\_\_\_\_ and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of each year until the County's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the County maintained by \_\_\_\_\_, as Registrar (said \_\_\_\_\_, and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date; provided, however, that if such fifteenth day is a Saturday, Sunday or holiday, then to the registered owner and at the registered address shown on the registration books of the County maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Saturday, Sunday or holiday (the "Record Date"); provided further, however, that payment of interest on

the Bonds may, at the option of any Holder of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the domestic bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent interest payment date next preceding the date hereof to which interest has been paid, unless the date hereof is an \_\_\_\_\_ 1 or \_\_\_\_\_ 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to \_\_\_\_\_, 20\_\_\_\_, in which case from \_\_\_\_\_, 20\_\_\_\_, or unless the date hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date; provided, however, that if and to the extent there is a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the County maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

**[The following is applicable to all Bonds]**

This Bond is one of an authorized issue of Bonds of the County designated as its Public Improvement Revenue Bonds, Series \_\_\_\_\_ (Florida Atlantic University Laboratory and Research Facility Project) (herein called the "Bonds"), in the aggregate principal amount of \$\_\_\_\_\_ of like date, tenor, and effect, except as to number, date of maturity and interest rate, issued for the purpose of financing the cost of the Project (as defined in the Resolution hereinafter referred to) under the authority of and in full compliance with the Constitution, the County Charter, as amended and supplemented, and Statutes of the State of Florida, including particularly Chapters 125 and 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, and a resolution duly adopted by the Board on August 16, 2005, as supplemented (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond is a special obligation of the County and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal and premium, if any, of, and interest on, the Bond in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). This Bond shall not be or constitute a general obligation of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the County other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the Project.

Until the Bonds are paid or deemed paid pursuant to the provisions of this Resolution, the County hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment

if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), [and, if applicable to restore any deficiency in the Debt Service Reserve Account created and established under the Resolution for the Bonds].

"Pledged Revenues" means: (i) moneys budgeted and appropriated by the County, and deposited into the Sinking Fund or any other Fund established under the Resolution, from Non-Ad Valorem Revenues (until deposited into the Sinking fund in the manner and at the time specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the County and all moneys deposited and held from time to time by the County in the funds (other than the Rebate Fund and Cost of Issuance Fund) and accounts established pursuant to the Resolution; (iii) investment income received by the County in the funds (other than the Rebate Fund and Cost of Issuance Fund) and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

"Non-Ad Valorem Revenues" means legally available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Debt Service on the Bonds, including, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto to the payment of the principal of and interest on any obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided however that for the purpose of the anti-dilution test set forth in of the Resolution, "Non-Ad Valorem Revenues" means all legally available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property which are legally available for payment by the County of Non-Self-Supporting Debt.

The original registered owner, and each successive registered owner of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the County for the registration of Bonds and for the registration of transfers of Bonds as provided in the Resolution. The Bonds shall be transferable by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the County maintained by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds.

(2) The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar 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 of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner 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 County, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the registered owner hereof and upon surrender hereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney and upon payment by such registered owner of any charges which the Registrar or the County may make as provided in the Resolution, the Bonds may be exchanged for Bonds of the same interest rate and maturity of any other authorized denominations.

(4) In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Bonds, but the County or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to transfer or exchange Bonds for a period from a Record Date to the next succeeding interest payment date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a Bond is redeemed or defeated, the county shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such Bond so surrendered, a registered Bond in the appropriate denomination and interest rate.

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

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 this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

[Provisions for redemption of Bonds as provided by subsequent proceedings of the  
County Commission].

**IN WITNESS WHEREOF**, Palm Beach County, Florida, has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Chair[man] (Vice Chairperson[man]) and the corporate seal of the County to be affixed hereto or lithographed or imprinted or reproduced hereon, and attested by the manual or facsimile signature of the Clerk (Deputy Clerk), all as of the Dated Date.

**PALM BEACH COUNTY, FLORIDA**

(OFFICIAL SEAL)

By: \_\_\_\_\_  
Chair[man] of the Board  
of County Commissioners

Attest:

\_\_\_\_\_  
Clerk of the Circuit Court of  
Palm Beach County, Florida, Ex-Officio Clerk  
of the Board of County Commissioners of  
Palm Beach County, Florida

**(FORM OF CERTIFICATE OF AUTHENTICATION)**

Date of Authentication: \_\_\_\_\_

This Bond is one of the Bonds delivered pursuant to the within mentioned Resolution.

\_\_\_\_\_  
as Registrar

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

[STATEMENT OF VALIDATION, if any]

**ASSIGNMENT AND TRANSFER**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
(please print or typewrite name and address of transferee)  
\_\_\_\_\_

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

\_\_\_\_\_  
Attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

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

In the presence of: \_\_\_\_\_

## EXHIBIT C

### COMMITMENT LETTER



John W. Winn  
Vice President

SunTrust Bank  
501 S. Flagler Drive  
2nd Floor  
West Palm Beach, FL 33401  
Tel 561.835.2677  
Fax 561.835.2640

August 9, 2005

Mr. John A. Long, CPA  
Debt Manager  
Office of Management and Budget  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, FL 33401

RE: \$13,100,000 Public Improvement Revenue Bonds, Series 2005

Dear Mr. Long:

SunTrust Bank, South Florida (the "Bank") is pleased to submit a commitment to lend to Palm Beach County (the "Borrower") under the following terms and conditions:

- Borrower: Palm Beach County
- Facilities: Non-Bank-Qualified Term Facility up to \$13,100,000
- Purpose: To construct and equip a facility with laboratory and office space on the Jupiter, Florida campus of Florida Atlantic University ("FAU") for initial use as additional temporary facilities for The Scripps Research Institute and for later use by FAU; and pay costs of issuance of the Bonds.
- Security: The Bonds will be secured by a pledge of the "Pledged Revenues," as will be defined in the Resolution, consisting of a pledge of the County to appropriate in its annual budget, from Non-Ad Valorem Revenues lawfully available to the County in each fiscal year, amounts sufficient for the payment of principal and interest on the Bonds when due.

Interest Rate & Repayment Terms:

A Variable Rate based on 77% of the 30 day LIBOR as published in the "Wall Street Journal" plus 37 basis points. The initial rate is set 1 business day prior to the origination date. Thereafter the interest rate will reset on the first business day of each calendar month. As of 08/09/05 this rate would be 3.12%. Prepayment is allowed anytime without penalty.

Terms: Interest on the Loan shall be calculated on a 360-day year consisting of twelve 30-day months. Interest shall be paid on January 1, 2006 and on each January 1 and July 1 thereafter until the Maturity Date. Principal installments shall be paid on January 1, 2006 and on January 1 of each year thereafter until January 1, 2014, the Maturity Date.

Loan Fee: None.

Conditions:

- Financial Statements to be provided within 180 days of fiscal year end.
- The County's existing Bond Resolutions include covenants that the County will not issue any indebtedness from or supported by a pledge of non-ad valorem revenues unless the total amount of non-ad valorem revenues will be greater than 2.00 times the debt service required in the current or any fiscal year.
- The County covenants that in each fiscal year, non-self supporting debt service shall not exceed 50% of non-ad valorem revenues of the County.

Legal Fees:

The County will not be charged for Bank's counsel to review legal documentation.

Contact Officer:

John Winn, Vice President  
SunTrust Bank, Inc.  
501 S. Flagler Drive, 2<sup>nd</sup> Floor  
West Palm Beach, FL 33401  
Telephone: (561) 835-2677 Facsimile: (561) 835-2640

Additional Conditions:

The Variable rate shall be adjusted, as set forth below, in the event of a change in the Tax-Exempt status of the obligation.

Interest Rate if Loan Becomes Taxable. If the loan is deemed a "Tax-Exempt Obligation" whereby the interest earned on the loan is excluded from the gross income of the Bank when determining Federal and State tax liability, and the loan is issued at a tax exempt rate but later the interest on the loan becomes taxable (i.e., ceases to be a "Tax-Exempt Obligation") for whatever reason, then the loan will bear interest from the earliest effective date as of which interest payable on the loan is includable in the gross income of the Bank at a Variable Rate per annum equal to 100% of the 30 day LIBOR rate plus 37 basis points as of the effective date as of which interest is included in the Banks gross income. The Borrower shall also pay any additions to tax, penalties, and any interest on the loan and its gross income for Federal Income Tax purposes, and any arrears in interest resulting from a determination of taxability. Any penalties in the form of interest or otherwise shall be paid by the Borrower on the next succeeding interest payment date.

Arbitrage Responsibility. The Borrower shall assume whatever responsibility and take whatever action is necessary to assure that the loan will not constitute an "Arbitrage Loan" under the provision of Section 148 of the Code. Additionally, the Borrower shall covenant to comply with any and all rebate requirements contained in Section 148 of the Code.

Interest Rate Limitation. If required, the Borrower shall take whatever action is necessary in order to comply with the provisions of Section 215.84, Florida Statutes, relating to maximum rate of interest including, but not limited to, the filing of a request with the State Board of Administration for authorization of the interest rate provided herein, if such interest rate is in excess of the maximum rate.

The Borrower shall comply with and agree to such other covenants, terms, and conditions that may be reasonably required by the Bank and its counsel and are customary in municipal financings of this nature. These covenants would include, but not be limited to, covenants regarding compliance with laws and regulations, the submission of audited financial data to the Bank in a timely manner, events of default including failure to make payments, failure to perform any covenant, and the filing of bankruptcy by the Borrower, and remedies in the event of default, including acceleration.

The Bank shall not assign or participate all or any portion of this debt obligation to any other financial institution or accredited investor.

It is understood that the proposal set forth herein is conditioned upon the accuracy of information provided to the Bank by the Borrower and the continued financial strength of the Borrower.

Any misrepresentation or false statement of material fashion made by the Borrower to induce this bid or any material adverse change in the financial condition of the Borrower will be sufficient cause for the Bank to terminate this proposal.

The Bank will require an opinion from a qualified Bond Counsel regarding the tax-exempt status of the Bonds, validity of issuance, enforceability of documents, and other pertinent issues.

This commitment is subject to all documentation for the bonds contemplated by this commitment being reviewed and accepted in form and substance by the Bank and its Counsel.

This letter constitutes a commitment on the part of the bank to lend and does not require any additional internal approvals by the Bank.

We sincerely appreciate the opportunity to serve Palm Beach County and look forward to working with you. If you have any questions please call me at (561) 835-2677.

Sincerely,

John Winn  
Vice President

No. R-1

# SPECIMEN

\$13,028,760

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
PALM BEACH COUNTY  
PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2005  
(FLORIDA ATLANTIC UNIVERSITY LABORATORY  
AND RESEARCH FACILITY PROJECT)

Maturity Date  
January 1, 2014

Dated Date  
August 24, 2005

Registered Owner: SUNTRUST BANK

Principal Amount: THIRTEEN MILLION TWENTY-EIGHT THOUSAND SEVEN  
HUNDRED SIXTY DOLLARS (\$13,028,760)

Palm Beach County, Florida (the "County"), for value received, hereby promises to pay, solely from the Pledged Revenues (hereinafter defined) to the Registered Owner or registered assigns on the Maturity Date specified above (or earlier redemption date as herein provided) the Principal Amount stated hereon, and to pay, solely from the Pledged Revenues, interest on the Principal Amount from the date hereof to the Maturity Date or earlier redemption date at the Interest Rate per annum set forth below. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Resolution (hereinafter defined). Promptly following the payment of the principal of this Bond, the Registered Owner shall provide the County with evidence of the cancellation hereof.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve 30 day months and shall be payable on each January 1 and July 1, commencing January 1, 2006, through the Maturity Date or earlier redemption date. Interest on this Bond shall accrue at a variable rate per annum equal to 77% of the 30-day LIBOR Rate (the "LIBOR Rate") as published in the Wall Street Journal one (1) Business Day prior to the first Business Day of each calendar month plus 37 basis points (the "Tax-Exempt Rate"). The initial Tax-Exempt Rate shall be established one Business Day prior to the date of delivery of the Series 2005 Bonds and shall be adjusted on the first Business Day of each calendar month while the Series 2005 Bonds are Outstanding, commencing on September 1, 2005. The Registered Owner of the Series 2005 Bonds shall provide the County with written notice of the Tax-Exempt Rate in effect from time to time within five (5) Business Days after the first day of each calendar month while the Series 2005 Bonds are Outstanding.

Notwithstanding any other provision hereof, if for any reason the interest on the Series 2005 Bonds becomes includable in the gross income of the Registered Owner for Federal income

tax purposes (an "Event of Taxability"); the Series 2005 Bonds shall bear interest from the earliest effective date of such Event of Taxability at a rate per annum equal to 100% of the 30 day LIBOR Rate, plus 37 basis points, as adjusted on the first Business Day of each calendar month while the Series 2005 Bonds are Outstanding (the "Taxable Rate"). In addition to the foregoing, the County shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the Registered Owner of this Bond on account of any Event of Taxability. All such additional interest, additions to tax and penalties shall be paid on the next succeeding interest payment date.

No Event of Taxability shall be deemed to occur unless the County has been given timely written notice of such occurrence by the Registered Owner of this Bond and, to the extent permitted by law, an opportunity to participate in and seek, at the County's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Event of Taxability.

In the event the Wall Street Journal ceases to be published, or the LIBOR Rate is no longer published therein, the Registered Owner, with the prior written consent of the County, shall select an alternate publication or basis, as applicable, for determining the Tax-Exempt Rate or the Taxable Rate, as applicable.

Principal on this Bond shall be paid on January 1, 2006 and on January 1 of each year thereafter. Payments of principal hereon shall be made when due in accordance with the schedule attached hereto and made a part hereof, subject to earlier redemption. If any date for the payment of principal or interest is not a Business Day, the payment shall be due on the next Business Day and interest shall continue to accrue until payment is received by the Registered Owner. Interest shall accrue on any day that is not a Business Day at the Tax-Exempt Rate in effect on the immediately preceding Business Day.

This Bond is subject to redemption, in whole or in part, at a redemption price of par, plus accrued interest, and without premium, at the option of the County, on any Business Day, upon at least ten Business Days prior written notice to the Registered Owner of this Bond. In the event of any partial redemption prepayment of this Bond, each partial redemption shall be applied first to accrued interest hereon, and then to such principal installments as the County shall designate, by notice in writing delivered to the Registered Owner simultaneously with such partial redemption.

This Bond represents an authorized issue of \$13,028,760 in aggregate principal amount of the County's Public Improvement Revenue Bonds, Series 2005 (Florida Atlantic University Laboratory and Research Facility Project) (the "Series 2005 Bonds") issued for the purpose of providing financing of the Cost of the Project and paying costs of issuance of the Series 2005 Bonds, under the authority of and in full compliance with the Constitution, the County Charter, as amended and supplemented, and laws of the State of Florida, including particularly Chapters 125 and 166, Florida Statutes and other applicable provisions of law, and a resolution duly adopted by the Board on August 16, 2005 (the "Resolution"), and is subject to all the terms and conditions of the Resolution. This Bond is issued as a Tax Exempt Bond under the Resolution

and is issuable only as a registered bond without coupons in Authorized Denominations equal to the Outstanding principal amount of this Bond.

This Bond is a special obligation of the County and is payable solely in the manner and to the extent set forth in the Resolution. The County has pledged the Pledged Revenues (as hereinafter defined) for the payment of the principal of and interest on this Bond in accordance with the terms and the provisions of the Resolution. This Bond shall not be or constitute a general obligation of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues, in the manner and to the extent provided in the Resolution. No Owner shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay this Bond or the interest thereon, nor shall any Owner be entitled to payment of such principal or interest from any other funds of the County other than as provided in the Resolution. Furthermore, no Owner shall ever have a lien on the Project or any other real or personal property of the County, except for the Pledged Revenues, in the manner and to the extent provided in the Resolution.

Until the Bonds are paid or deemed paid pursuant to the provisions of the Resolution, the County covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), and, if applicable, to restore any deficiency in the Debt Service Reserve Account created and established under the Resolution for the Bonds. The Series 2005 Bonds, of which this Bond is a part, are not secured by the Debt Service Reserve Account.

The Resolution provides that notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues other than such services or programs which are essential public purposes affecting the health, welfare and safety of the inhabitants of the County. The Resolution further provides that to the extent that the County is in compliance with the foregoing covenant and Section 10(e) of Article III of the Resolution, the obligations of the County contained in the Resolution shall not be construed as a limitation on the ability of the County to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

Such covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the County of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into, including the payment of debt service on bonds or other obligations. Such covenant to budget and appropriate is subject to the provisions of Section 129.07, Florida Statutes, which makes it unlawful for the County to expend moneys not appropriated and in excess of the County's current budgeted revenues. Such covenant does not require the County to levy and collect any particular source of Non-Ad Valorem Revenues nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues. Such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the County until such time as a deposit of

such Non-Ad Valorem Revenues is made into the Sinking Fund or other fund created under the Resolution for the Bonds.

"Pledged Revenues" means: (i) moneys budgeted and appropriated by the County, and deposited into the Sinking Fund or any other Fund established under the Resolution, from Non-Ad Valorem Revenues (until deposited into the Sinking fund in the manner and at the time specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the County and all moneys deposited and held from time to time by the County in the funds (other than the Rebate Fund and Cost of Issuance Fund) and accounts established pursuant to the Resolution; (iii) investment income received by the County in the funds (other than the Rebate Fund and Cost of Issuance Fund) and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

"Non-Ad Valorem Revenues" means legally available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Debt Service on the Bonds, including, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided however that for the purpose of the anti-dilution test set forth in of the Resolution, "Non-Ad Valorem Revenues" means all legally available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property which are legally available for payment by the County of Non-Self-Supporting Debt.

The County is acting as Paying Agent and Registrar for the Series 2005 Bonds. The original Registered Owner, and each successive Registered Owner of this Bond shall be conclusively deemed to have agreed and consented to the terms and conditions of the Resolution and this Bond, including the following:

(1) The County, as Registrar, shall maintain the books of the County for the registration of Series 2005 Bonds as provided in the Resolution. Notwithstanding anything to the contrary in the Resolution, the initial Registered Owner may not participate the obligations evidenced hereby. Further, notwithstanding anything to the contrary in the Resolution, this Bond may only be transferred or assigned in whole, but not in part, subject to the prior written consent of the County, which consent shall not be unreasonably withheld, provided that the proposed transferee or assignee delivers to the County an investment certificate in form and substance identical to that delivered to the County by the initial Registered Owner hereof.

(2) The County, directly and in its capacity as Paying Agent and Registrar, shall deem and treat the person in whose name any Series 2005 Bonds shall be registered upon the books kept by the Registrar as the absolute owner of such Series 2005 Bonds, whether such Series 2005 Bonds shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2005 Bonds as the same becomes due, and for all other purposes. All such payments so made to any

such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2005 Bonds to the extent of the sum or sums so paid, and the County, directly and in its capacity as Paying Agent and Registrar, shall not be affected by any notice to the contrary.

(3) If less than all of this Bond is redeemed or defeased, the County shall execute and the County, as Registrar, shall authenticate and deliver, upon the surrender of this Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of this Bond so surrendered, a registered Bond in the appropriate Authorized Denomination and interest rate.

THE COUNTY, BY EXECUTION HEREOF, AND THE REGISTERED OWNER, BY ACCEPTANCE HEREOF, MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS BOND RELATES.

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 this Bond is in full compliance with all constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, Palm Beach County, Florida, has issued this Bond and has caused the same to be executed by the manual signature of its Chairman and the official seal of the County to be affixed hereto or lithographed or imprinted or reproduced hereon, and attested by the manual signature of the Chief Deputy Clerk, all as of the Dated Date.



PALM BEACH COUNTY, FLORIDA

By [Signature]  
Chairman of the Board of County Commissioners

[Signature]  
Chief Deputy Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of  
County Commissioners of Palm Beach  
County, Florida

## PRINCIPAL PAYMENT SCHEDULE

<u>Date</u>	<u>Principal</u>
1/01/2006	\$1,533,630.00
1/01/2007	1,247,541.00
1/01/2008	1,297,443.00
1/01/2009	1,349,341.00
1/01/2010	1,403,315.00
1/01/2011	1,459,447.00
1/01/2012	1,517,825.00
1/01/2013	1,578,538.00
1/01/2014	1,641,680.00

7

8

9

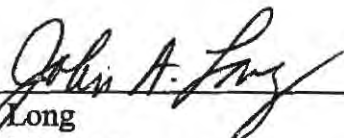
10

**CERTIFICATE OF DEBT MANAGER REGARDING ISSUANCE OF  
ADDITIONAL DEBT PAYABLE FROM THE COUNTY'S COVENANT  
TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES**

On this day, Palm Beach County, Florida (the "County") is issuing its \$13,028,760 Public Improvement Revenue Bonds, Series 2005 (Florida Atlantic University Laboratory and Research Facility Project) (the "Bonds") pursuant to the provisions of Resolution No. R-2005-1611 adopted by the Board of County Commissioners of the County (the "Board") on August 16, 2005 (the "Resolution"). The certification set forth herein is required to be made as a condition to the issuance of the Bonds by resolutions of the County previously adopted by the County with respect to its outstanding Non-Self-Supporting Debt. Any capitalized term used in this certificate and not otherwise defined herein shall have the meaning ascribed to such term in the Resolution.

Accordingly, I, John Long, Debt Manager of Palm Beach County, Florida (the "County"), HEREBY CERTIFY that following the issuance of the Bonds, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which the Bonds are Outstanding (based on reasonable projections of the County) will be greater than 2.00 times the Non-Self-Supporting Debt Service in each such Fiscal Year; and (iii) the aggregate principal amount of Non-Self-Supporting Debt bearing a variable interest rate will not exceed twenty-five percent (25%) of the aggregate principal amount of Non-Self-Supporting Debt. For purposes of subsection (ii) hereof, "Non-Ad Valorem Revenues" shall have the meaning set forth in the Resolution as being the definition of "Non-Ad Valorem Revenues" for purposes of Article III, Section 10(e) of the Resolution. For purposes hereof, the interest rate on obligations bearing a variable interest rate shall be calculated at the higher of (a) twelve percent (12%) per annum or (b) the average yield to par call set forth in the Bond Buyer Municipal Bond Index (the "Bond Buyer 40") on the date of calculation.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2005.

  
\_\_\_\_\_  
John Long  
Debt Manager  
of Palm Beach County, Florida