

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____


Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

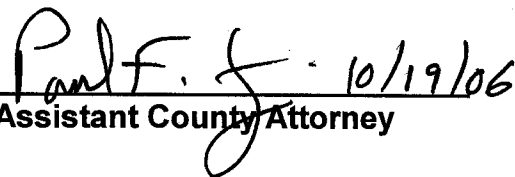
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

 10/19/06

 OFMB N/A Contract Dev. and Control

B. Legal Sufficiency:

 10/19/06

 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$16,000,000 PRINCIPAL AMOUNT OF PALM BEACH COUNTY, FLORIDA PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2006 (PARKING FACILITIES EXPANSION PROJECT) FOR THE PURPOSE OF PROVIDING PARKING FACILITIES; PROVIDING FOR CERTAIN OTHER DETAILS RELATING TO THE SERIES 2006 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT RELATING TO THE SERIES 2006 BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO "DEEM FINAL" FOR THE PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12 THE PRELIMINARY OFFICIAL STATEMENT PREPARED IN CONNECTION WITH THE SERIES 2006 BONDS; PROVIDING FOR THE UNDERTAKING REQUIRED BY RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL ACTS NECESSARY AND PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS OR PROCEEDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), 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 construction and expansion of parking facilities and all other costs necessary or incidental thereto (as more fully described in Exhibit A, attached hereto and by this reference incorporated herein, the "Project"); 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 Series 2006 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 Series 2006 Bonds; 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 the said Resolution R-90-938; and

WHEREAS, the Series 2006 Bonds authorized under this Resolution will meet the test provided under said Resolution R-90-938.

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:

"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 the Series 2006 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, Chapter 125, Florida Statutes, the County Charter and other applicable provisions of law.

"AUTHORIZED DENOMINATIONS" shall mean denominations of \$5,000 or any integral multiple thereof.

"BENEFICIAL OWNER" shall mean, during any period the Series 2006 Bonds are registered under the Book-Entry System, any purchaser of a Series 2006 Bond and others who acquire a beneficial ownership interest in a Series 2006 Bond held by the Securities Depository. In determining the Beneficial Owner of any Series 2006 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 Series 2006 Bond held by the Securities Depository in which a beneficial ownership interest is claimed.

"CHIEF FINANCIAL OFFICER" shall mean the Clerk of the Circuit Court of the County or her deputy acting in her 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 2006 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.

"CONSTRUCTION FUND" shall mean the Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2006 Construction Fund established pursuant to Section 15 of this Resolution.

"COST" or "COST OF THE PROJECT" with respect to the Project, shall mean the County's costs properly attributable to the construction, improvement, extension or acquisition thereof, including, but not limited to, 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 physical construction, and costs of the County incidental to such construction or acquisition, 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 Series 2006 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 Series 2006 Bonds, the costs of issuing the Series 2006 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 the Series 2006 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 Series 2006 Bonds) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as may be necessary for or incidental to, the acquisition and construction of the Project or incurred by the County in connection with the issuance of the Series 2006 Bonds (including reimbursement to the County for any such items of cost theretofore paid by or on behalf of the County).

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

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

"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 Section 17 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 Series 2006 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 the Series 2006 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 the Series 2006 Bonds, an amount equal to the sum of (i) interest accruing during such period on Series 2006 Bonds, except to the extent that such interest is to be paid from deposits made from Series 2006 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 the Series 2006 Bonds (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 Series 2006 Bonds, whichever date is later). Such interest and principal payments for such Series 2006 Bonds shall be calculated on the assumption that no Series 2006 Bonds 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 Series 2006 Bond whether at maturity or upon earlier redemption.

"DEBT SERVICE RESERVE REQUIREMENT" shall mean an amount required to be on deposit in the Reserve Account created and established under the Resolution, which amount shall equal the lesser of (a) one hundred twenty-five percent (125%) of the average annual amount of Debt Service on the Series 2006 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 the Series 2006 Bonds, or (c) the maximum annual aggregate Debt Service on the Series 2006 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.

"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 Series 2006 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 Series 2006 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 Section 26, 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.

"GOVERNING BODY" shall mean the Board of County Commissioners of Palm Beach County, Florida.

"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.

"HOLDERS" or BONDHOLDERS" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the County maintained by the Registrar.

"INTEREST PAYMENT DATES" shall mean with respect to the Series 2006 Bonds such dates as established by subsequent proceedings of the Governing Body for payment of interest or principal on the Series 2006 Bonds.

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

(a) Government Obligations, provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee ("Direct Obligation").

(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 Direct 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 ("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 CFR. 306. 1, et seq., or 31 CFR. 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 (2) 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 one hundred three percent (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.

"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 Series 2006 Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations of the County hereafter issued which have a prior pledge on a source of the Non-Ad Valorem Revenues; provided, however, that for the purposes of the additional bonds test set forth in Section 23 of this Resolution, "Non-Ad Valorem Revenues" shall mean all legally available revenues of the County derived from any source whatsoever, 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.

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

"OUTSTANDING" when used as of any particular time with reference to the Series 2006 Bonds, shall mean all Series 2006 Bonds theretofore authenticated and delivered by the Registrar under this Resolution except:

(a) Series 2006 Bonds theretofore canceled by the Registrar or surrendered to the Registrar for cancellation;

(b) Series 2006 Bonds for the payment or redemption of which money or securities in the necessary amount (as provided in Section 25 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 Series 2006 Bonds), provided that, if such

Series 2006 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 8 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 Series 2006 Bonds in lieu of or in substitution for which other Series 2006 Bonds shall have been authenticated and delivered by the Registrar pursuant to the terms of 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.

"PLEGGED REVENUES" shall mean (a) County Moneys, (b) any proceeds of Series 2006 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.

"PROJECT" shall mean the Project described in Exhibit A attached hereto.

"RATING AGENCY" or "AGENCIES" shall mean Moody's and/or S&P, whichever shall have a rating then in effect with respect to the Series 2006 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 Series 2006 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 Section 21 hereof.

"RESERVE ACCOUNT CREDIT FACILITY ISSUER" shall mean the issuer of any Reserve Account Credit Facility with respect to the Series 2006 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.

"S&P" shall mean Standard & Poor's Ratings Services, a subsidiary of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and then 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.

"SECURITIES DEPOSITORY" shall mean, with respect to any Series 2006 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.

"WRITTEN CONSENT," "WRITTEN DEMAND," "WRITTEN DIRECTION," "WRITTEN ELECTION," "WRITTEN NOTICE," "WRITTEN ORDER" and "WRITTEN REQUEST" OF THE COUNTY shall mean, respectively, a written consent, demand, direction, election, notice, order or request signed on behalf of the Governing Board 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 Series 2006 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 Holders, 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 Holders of any and all of such Series 2006 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2006 Bonds over any other thereof except as expressly provided therein and herein.

SECTION 4. AUTHORIZATION OF SERIES 2006 BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as "Public Improvement Revenue Bonds, Series 2006 (Parking Facilities Expansion Project)," are hereby authorized to be issued in an aggregate principal amount of not exceeding Sixteen Million Dollars (\$16,000,000) for the purpose of paying the cost of the Project and paying costs of issuance.

SECTION 5. INTEREST ON SERIES 2006 BONDS. The Series 2006 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 date of the Series 2006 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 Series 2006 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 6. MANNER OF PAYMENT OF SERIES 2006 BONDS.

(a) Principal of and redemption premium, if any, on the Series 2006 Bonds shall be payable to the Holders of the Series 2006 Bonds upon presentation and surrender of the Series 2006 Bonds as they become due at the designated principal corporate trust office of the Paying Agent. Except as otherwise set forth below, interest on the Series 2006 Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the Interest Payment Date to the Holders of the Series 2006 Bonds as of the close of business on the Record Date next preceding each Interest Payment Date at the registered addresses of such Holders as they shall appear on the registration books as of such Record Date, notwithstanding the cancellation of any Series 2006 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 Series 2006 Bonds, all payment of interest on its Series 2006 Bonds shall be paid by wire transfer in immediately available funds to an account 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 redemption or at "final maturity", upon presentation of the Series 2006 Bonds at the designated principal 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 Holder in whose name the Series 2006 Bonds (or any Series 2006 Bond or Series 2006 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 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.

SECTION 7. DESCRIPTION OF SERIES 2006 BONDS AND TERMS OF THE SERIES 2006 BONDS. The Series 2006 Bonds shall be issued in fully registered form; shall be dated; shall be numbered consecutively from R-1 upward; shall be in the denomination of \$5,000 each or integral multiples thereof; shall bear interest at such rate or rates not exceeding the maximum rate allowed by Florida law, the actual rate or rates to be determined by the governing body of the County prior to or upon the sale of Series 2006 Bonds; may be issued with variable, adjustable, convertible or other rates with original issue discounts and as zero interest rate bonds; such interest to be payable semi-annually or at such other times as are fixed by resolution of the County; and shall mature annually on such date in such years and amounts as will be fixed by resolution of the County prior to or upon the sale of Series 2006 Bonds; and may be serial and/or term Bonds.

SECTION 8. NOTICE OF REDEMPTION.

(a) In the event any of the Series 2006 Bonds are called for redemption, the Paying Agent shall give notice, in the name of the County, of the redemption of such Series 2006 Bonds, which notice shall (i) specify the Series 2006 Bonds to be redeemed, the CUSIP numbers, certificate numbers, the date of issue, interest rate, maturity date of the Series 2006 Bonds redeemed, the redemption date, the date of the redemption notice, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated principal 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 Series 2006 Bonds are to be redeemed, the numbers of the Series 2006 Bonds, and the portions of so to be redeemed, and (ii) state that on the redemption date, the Series 2006 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 Holders of the Series 2006 Bonds not less than 30 days more than 60 days prior to the date fixed for redemption to (i) the respective Holders of the Series 2006 Bonds designated for redemption by first class mail at the 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 Series 2006 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.

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 Series 2006 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 Series 2006 Bonds.

If any of the Series 2006 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 Series 2006 Bonds that are the subject of an advance refunding, shall be conditioned upon deposit by the County of the redemption price of the Series 2006 Bonds to be redeemed in accordance with Section 9 of this Resolution at or before the giving of notice 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 Series 2006 Bonds which have been duly selected for redemption as well as any Series 2006 Bonds which are deemed to be paid in accordance with the provisions herein shall cease to bear interest on the specified redemption date.

SECTION 9. PAYMENT OF REDEMPTION PRICE. For the redemption of any of the Series 2006 Bonds, the County shall cause to be deposited in the Redemption Account in the Sinking Fund an amount sufficient to pay the principal of Series 2006 Bonds to be redeemed and interest to become due on the date fixed for such redemption, plus premium if any.

SECTION 10. EXECUTION OF SERIES 2006 BONDS. The Series 2006 Bonds shall be executed in the name the County by the signature of the Chairman of the Governing Body 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 and the Clerk on the Series 2006 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 Series 2006 Bonds shall cease to be such officer of the County before the Series 2006 Bonds so signed and sealed shall have been actually sold and delivered, such Series 2006 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2006 Bonds had not ceased to hold such office. Any Series 2006 Bond may be signed and sealed on behalf of the County by such person who at the actual time of the execution of such Series 2006 Bond shall hold the proper office; although at the date such Series 2006 Bonds shall be actually delivered such person may not have held such office or may not have been so authorized.

The Series 2006 Bonds shall bear thereon a certificate of authentication, in the form set forth in the form of the Series 2006 Bond attached hereto as Exhibit B, executed manually by the Registrar. Only such Series 2006 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Series 2006 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 Series 2006 Bond executed on behalf of the County shall be conclusive evidence that the Series 2006 Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Holder thereof is entitled to the benefits of this Resolution.

SECTION 11. NEGOTIABILITY, REGISTRATION AND TRANSFER OF SERIES 2006 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 Series 2006 Bonds may be exchanged for Series 2006 Bonds of the same interest rate and maturity of any other authorized denominations.

The Registrar shall keep books for the registration of Series 2006 Bonds and for the registration of transfers of Series 2006 Bonds. The Series 2006 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 Series 2006 Bond, the County shall issue in the name of the transferee a new Series 2006 Bond or Series 2006 Bonds.

The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2006 Bond shall be registered upon the books kept by the Registrar as the absolute Holder of the Series 2006 Bond, whether such Series 2006 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2006 Bond as the same become due and for all other purposes. All such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2006 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 Series 2006 Bonds or transferring Series 2006 Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Series 2006 Bonds in accordance with the provisions of this Resolution. All Series 2006 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 Series 2006 Bonds, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental cost 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 Series 2006 Bonds for a period from a Record Date to the next succeeding Interest Payment Date on such Series 2006 Bonds or 15 days next preceding any selection of Series 2006 Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Series 2006 Bonds called

for redemption. However, if less than all of a term Series 2006 Bond is redeemed or defeased, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such term Series 2006 Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such term Series 2006 Bond so surrendered, a registered term Series 2006 Bond in the appropriate denomination and interest rate.

Series 2006 Bonds paid or redeemed, either at or before maturity shall be delivered to the Registrar when such payment or redemption is made, and such Series 2006 Bonds, together with all Series 2006 Bonds purchased by the County, shall thereupon be promptly canceled. Series 2006 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 officer's describing the Series 2006 Bonds so destroyed, and one executed certificate shall be filed with the County and the other executed certificate shall be retained by the Registrar.

SECTION 12. SERIES 2006 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2006 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 Series 2006 Bond of like date and tenor as the Series 2006 Bond so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Series 2006 Bond upon surrender and cancellation of such mutilated Series 2006 Bond or in lieu of and substitution for the Series 2006 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 such expenses as the County and the Registrar may incur. All Series 2006 Bonds so surrendered shall be cancelled by the County. If any of the Series 2006 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2006 Bond, the County may pay the same, upon being indemnified as aforesaid, and if such Series 2006 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2006 Bonds issued pursuant to this Section 12 shall constitute original, additional contractual obligations on the part of the County whether or not the lost, stolen or destroyed Series 2006 Bonds be at any time found by anyone, and such duplicate Series 2006 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 Series 2006 Bonds issued hereunder.

SECTION 13. FORM OF THE SERIES 2006 BOND. The text of the Series 2006 Bonds and certificates of authentication therefor shall be substantially in the form set forth in Exhibit B attached hereto.

SECTION 14. BOOK ENTRY SYSTEM. A book-entry only system of registration is hereby authorized for the Series 2006 Bonds. So long as the Issuer shall maintain a book-entry only system with respect to the Series 2006 Bonds, the following provisions shall apply:

A Letter of Representation was delivered to DTC for participation in a global book-entry system with DTC as set forth herein and in such Letter of Representation. The Series 2006 Bonds shall be initially issued in the form of a single fully registered Series 2006 Bond of each maturity. Upon initial issuance, the ownership of such book-entry Series 2006 Bonds shall be registered by the Registrar in the name of Cede & Co., as nominee for DTC. With respect to the Series 2006 Bonds registered by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds book-entry Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2006 Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Issuer, Registrar and Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to the ownership interest in the book-entry Series 2006 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a book-entry Series 2006 Bond as shown in the Bond Register, of any notice with respect to the book-entry Series 2006 Bonds, including any notice of redemption or (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a book-entry Series 2006 Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the book-entry Series 2006 Bonds. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of book-entry Series 2006 Bonds appearing as registered owners in the registration books maintained by the Registrar at the close of business on regular record date, the name "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representation, (b) the Agreement among the Issuer, the Paying Agent and DTC evidenced by the Letter of Representation shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the book-entry Series 2006 Bonds that they be able to obtain certificated Series 2006 Bonds, the Issuer shall notify DTC of the availability through DTC of Bond certificates and the Series 2006 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the book-entry Series 2006 Bonds shall be registered in the name of and deposited with a successor depository operating a universal book-entry system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer does not select such alternate universal book-entry system, then the book-entry Series 2006 Bonds may be registered in whatever name or names registered owners of book-entry Series 2006 Bonds transferring or changing such Series 2006 Bonds designated, in accordance with the provisions hereof. Notwithstanding any other provision of this Resolution to the contrary, so long as any

book-entry Series 2006 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such book-entry Series 2006 Bond and all notices with respect to such Series 2006 Bond shall be made and given, respectively, in the manner provided in the Letter of Representation.

SECTION 15. APPLICATION OF SERIES 2006 BOND PROCEEDS. The proceeds shall be applied simultaneously with the delivery of the Series 2006 Bonds as follows:

(a) An amount equal to accrued interest, if any, shall be deposited in the Interest Account in the Sinking Fund and shall be used to pay interest on the Series 2006 Bonds.

(b) An amount sufficient to be applied to the payment of the premiums of any municipal bond insurance policy applicable to the Series 2006 Bonds or reserves established therefor and to the payment of costs and expenses relating to the issuance of the Series 2006 Bonds, which shall be deposited into the Cost of Issuance Fund if not immediately applied to the payment thereof.

(c) The balance of the Series 2006 Bond proceeds shall be deposited into the Construction Fund hereafter established. The County covenants and agrees to establish a separate fund in a bank or trust company in the State, which is eligible under the laws of such State to receive funds of the County, to be known as the "Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2006 Construction Fund" (the "Construction Fund") which shall be used only for payment of the Cost of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Cost of the Project may be invested in Investment Obligations and shall be held in trust by the County and shall be subject to a lien and charge in favor of the Holders of the Series 2007 Bonds and for the further security of such Holders. Notwithstanding anything in this Resolution to the contrary, investment income which derives from amounts on deposit in the Construction Fund shall remain on deposit therein. Upon completion of the Project, funds remaining on deposit therein shall be transferred to the Revenue Fund and shall be used as described in this Resolution.

SECTION 16. SERIES 2006 BONDS SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY. The Series 2006 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 Series 2006 Bonds in accordance with the terms and the provisions of the Resolution, the Pledged Revenues. The Series 2006 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 Series 2006 Bonds or the interest thereon, nor shall any Series 2006 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. The Reserve Account Credit Facility Issuer 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 17. COVENANT TO BUDGET AND APPROPRIATE. Until the Series 2006 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 Series 2006 Bonds, as the same become due (whether by redemption, at maturity or otherwise), and to restore any deficiency in the Debt Service Reserve Account or any other fund or account created and established hereunder for the Series 2006 Bonds. Notwithstanding the foregoing covenant of the County, the County has not covenanted 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 Series 2006 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 Sections 23(b) and (d) of this Resolution and 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 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 hereunder for the purposes of this Resolution.

SECTION 18. ESTABLISHMENT OF FUNDS AND ACCOUNTS. There are hereby created and established with the County the following Funds (1) Sinking Fund (the "Sinking Fund") and (2) Cost of Issuance Fund (the "Cost of Issuance 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 all accounts and subaccounts therein shall constitute trust funds for the purposes hereof.

SECTION 19. 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 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):

(1) 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 Series 2006 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 Series 2006 Bonds;

(2) 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 Series 2006 Bonds then coming due by reason of redemption on the next Interest Payment Date;

(3) 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

(4) 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.

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 Series 2006 Bonds.

SECTION 20. 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 for any of the Series 2006 Bonds,

the amount required for the interest payable on such date; and (ii) on or before the maturity date of each of the Series 2006 Bonds the amount of principal of such Series 2006 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 Series 2006 Bonds, the amount required for the payment of principal and any premium on the Series 2006 Bonds then to be redeemed. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

SECTION 21. SINKING FUND - DEBT SERVICE RESERVE ACCOUNT.

(a) 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, cause to be deposited into the Debt Service Reserve Account a Reserve Account Credit Facility for the benefit of the Series 2006 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 three (3) days' 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 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 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 Series 2006 Bonds, be used to pay the principal of and interest on the Series 2006 Bonds.

There shall be initially deposited in the Debt Service Reserve Account from the proceeds derived from the sale of the Series 2006 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 Governing Body.

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 Series 2006 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 and in form and substance satisfactory to the County and the Credit Facility Issuer 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 a letter of credit shall be subject to receipt of an opinion of counsel acceptable to the County and the Credit Facility Issuer and in form and substance satisfactory to the County and the Credit Facility Issuer 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 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 policy falls below a rating of "AAA" by S&P and 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 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 Series 2006 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 "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 Series 2006 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 (or 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. The Investment Obligations in the Debt Service Reserve Account shall be valued at fair market value, exclusive of accrued interest. The County shall determine the value of the Investment Obligations held in the Debt Service Reserve Account five (5) days prior to each Interest Payment Date. 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 unless required earlier under this Resolution.

SECTION 22. COST OF ISSUANCE FUND. Moneys on deposit in the Cost of Issuance Fund shall be used to pay costs of issuing the Series 2006 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 Series 2006 Bonds and the Series 2006 Bonds; the fees of the Credit Facility Issuer pursuant to the Credit Facility; 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 fees of counsel to the County, Bond Counsel and

counsel to the Credit Facility Issuer; fees and expenses of financial advisors; the Paying Agents initial fees and expenses; and any other expenses incurred in connection with the Series 2006 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 such Series 2006 Bonds. Any moneys remaining in the Cost of Issuance Fund not needed for the purposes thereof shall be transferred to the Sinking Fund.

SECTION 23. COVENANTS OF THE COUNTY.

(a) The County covenants with the Holders of the Series 2006 Bonds, that it shall not use the proceeds of such Series 2006 Bonds in any manner which would cause the interest on such Series 2006 Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(b) The County covenants with the Holders of the Series 2006 Bonds that neither the County nor any person under its control or direction will make any use of the proceeds of such Series 2006 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series 2006 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and neither the County nor any other person shall do any act or fail to do any act which would cause the interest on such Series 2006 Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(c) The County hereby covenants with the Holders of the Series 2006 Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Series 2006 Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code. In order to insure compliance with the rebate provisions of Section 148(f) of the Code, the County hereby creates the Rebate Fund to be held by the County. The Rebate Fund need not be maintained so long as the County timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however the County may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Pledged Revenues and shall not be pledged in any manner for the benefit of the Holders of the Series 2006 Bonds.

(d) The County covenants that in each Fiscal Year of the County, while the Series 2006 Bonds are Outstanding the total Non-Self-Supporting Debt Service due for the Fiscal Year of the County shall not exceed fifty percent (50%) of Non-Ad Valorem Revenues of the County. Accordingly, in satisfaction of the foregoing requirement, 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 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.

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

(f) The County shall furnish, as soon as reasonably possible, to the Credit Facility Issuer, if any, and to any Bondholder upon written request, 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 Bondholders and the Credit Facility Issuer, if any, without charge upon written request.

(i) The County shall make available to Bondholders without charge upon written request, outstanding balances by maturity, redemption history including redemption date, amount of funds, and distribution of the call to the maturities of the Series 2006 Bonds.

SECTION. 24. SECURITY FOR DEPOSITS AND 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 Series 2006 Bonds when due; provided that Investment Obligations purchased with funds on deposit in the Debt Service Reserve Account 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 Section 18 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 Section, 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.

SECTION 25. DEFEASANCE. If the County shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Holders of the Series 2006 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 Series 2006 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 Series 2006 Bonds).

In addition, any Series 2006 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 Series 2006 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 Series 2006 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 Series 2006 Bond or Authorized Denominations thereof shall be deemed to be paid hereunder as aforesaid, such Series 2006 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 Series 2006 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 Series 2006 Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of redemption of such Series 2006 Bond or Authorized Denominations thereof shall have been previously given in accordance with Section 8 of this Resolution, or (b) in the event said Series 2006 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 Series 2006 Bond in accordance with Section 8 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 Series 2006 Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Section 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 Series 2006 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 Section of this Resolution which may be contrary to the provisions of this Section, 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 Series 2006 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 Series 2006 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 Series 2006 Bonds or Authorized Denominations thereof.

Anything in this Section to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent pursuant to this Section for the payment of Series 2006 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 Section shall be made without the consent of the Holders of Series 2006 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 Series 2006 Bonds and the liability of the County, with respect thereto, shall not be discharged or extinguished.

Notwithstanding anything contained in this Section 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 and Reserve Account Credit Facility Issuer have been satisfied.

SECTION 26. 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 Series 2006 Bonds when the same shall come 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 Series 2006 Bonds after such interest has become due and payable, or

(c) 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 21 hereof, 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 Series 2006 Bonds or in this Resolution on the part of the County to be observed or performed, which failure shall continue for a period of 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 Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Series 2006 Bonds then Outstanding, subject to the prior written consent of the Credit Facility Issuer, if any, unless the Holders of an aggregate principal amount of Series 2006 Bonds of not less than the aggregate principal amount of the Series 2006 Bonds the Holders 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 Holders of such aggregate principal amount of Series 2006 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 Series 2006 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 27. REMEDIES; RIGHTS OF BONDHOLDERS. Upon the occurrence of an Event of Default, under Section 26(a) or (b), any Bondholder may, or upon the occurrence of an Event of Default under Sections 26(c) or (d), the Credit Facility Issuer, if any, or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Series 2006 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 Series 2006 Bonds then

Outstanding or the obligations of the County hereunder. Notwithstanding anything contained in this paragraph to contrary neither the Credit Facility Issuer, if any, nor the Holders shall have the right to accelerate the payment of principal of and interest on the Series 2006 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 28. 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 Holders 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 29. HOLDERS' RIGHT TO DIRECT PROCEEDINGS. Anything in this Resolution to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of the Series 2006 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 30. NO IMPAIRMENT OF RIGHT TO ENFORCE PAYMENT. Notwithstanding any other provision in this Resolution, the right of any Holders of Series 2006 Bonds to receive payment of the principal of and interest on such Series 2006 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 Holder.

SECTION 31. 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 Holders of more than fifty percent (50%) in principal amount of the Series 2006 Bonds then Outstanding, provided, however, that no modification or amendment shall permit a change in the maturity of such Series 2006 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 Series 2006 Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Holders of such Series 2006 Bonds required above for such modification or amendments, without the consent of the Holders of all the Series 2006 Bonds affected.

(b) This Resolution may be amended, changed, modified and altered without the consent of the Holders of Series 2006 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 Holders (without taking into account the existence of a Credit Facility), (iii) to maintain the exclusion of interest on the Series 2006 Bonds from gross income for federal income tax purposes, (iv) to secure or maintain a rating on the Series 2006 Bonds, or (v) to provide market disclosure regarding the Series 2006 Bonds and the County's financial condition in accordance with municipal guidelines regarding the same and adopted by the County.

(c) Anything in this Section to the contrary notwithstanding, to the extent the Series 2006 Bonds are secured by a Credit Facility and such Series 2006 Bonds are then rated in as high a rating category in which such Series 2006 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 Holder's of the Series 2006 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 Series 2006 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 Series 2006 Bonds, as the same mature or become due, from the Pledged Revenues, or adversely affect the rights of Bondholders or reduce the percentage of Holders of such Series 2006 Bonds required in paragraph (a) above for such modification or amendment, without the consent of the Holders of all the Series 2006 Bonds affected.

(d) Anything contained in this Section to the contrary notwithstanding, if the principal of and interest on the Series 2006 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 32. 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 Series 2006 Bonds issued hereunder.

SECTION 33. CONTINUING DISCLOSURE. The County hereby covenants and agrees that, in order to assist the underwriter in complying with the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") with respect to the Series 2006 Bonds, it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the County prior to the time the County delivers the Series 2006 Bonds to the underwriter, as it may be amended from time to time in accordance with the terms thereof.

The County hereby approves the Continuing Disclosure Certificate which is attached hereto as Exhibit C. The Chairman is hereby authorized and directed to execute and deliver, the Clerk is hereby authorized to attest under seal, and the County Attorney is hereby authorized to approve as to form and correctness, the Continuing Disclosure Certificate. The execution and delivery thereof in the manner described in the preceding sentence shall constitute complete approval of such Continuing Disclosure Certificate by the County, including any changes to the form being approved, and shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

Notwithstanding any other provision of this resolution, failure of the County to comply with such agreement shall not be considered an event of default under this Resolution. However, the agreement shall be enforceable by the Series 2006 Bondholders in the event that the County fails to cure a breach thereunder within a reasonable time after written notice from a Series 2006 Bondholder to the County that a breach exists. Any rights of the Series 2006 Bondholders to enforce the provisions of the covenant shall be on behalf of all Series 2006 Bondholders and shall be limited to a right to obtain specific performance of the County's obligations thereunder.

SECTION 34. PRELIMINARY OFFICIAL STATEMENT. The County hereby deems the Preliminary Official Statement which is attached hereto as Exhibit D "nearly final" as of its date within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended, except for certain "permitted omissions" as defined therein with only such changes as are subsequently approved by the County Administrator or his designee. The County is hereby authorized to distribute such Preliminary Official Statement.

SECTION 35. FURTHER AUTHORIZATION. The Chairman, Vice Chairperson, Clerk, Deputy Clerk, County Administrator, the Debt Manager and other proper officers of the County, are and each of them is hereby authorized and directed to execute and deliver any and

all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

SECTION 36. EFFECTIVE DATE. The Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner _____ who moved for its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

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

The Chairman thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2006.

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

Approved as to form
and legal sufficiency

By: _____
County Attorney

EXHIBIT A

PROJECT

EXHIBIT B

FORM OF SERIES 2006 BOND

EXHIBIT C

CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D

PRELIMINARY OFFICIAL STATEMENT