

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Agenda Item:

36-5

REVISED

Meeting Date: Nov. 21, 2006

☒ [X]

Consent

☐ []

Regular

☐ []

Public Hearing

Department: Office of Financial Management & Budget

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt a Resolution amending and restating in its entirety Resolution No. R-2006-1044 adopted on June 6, 2006 authorizing the negotiated sale of Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2006 (BANS) in the aggregate principal amount of \$16,322,600 for the purpose of providing interim financing for payment of the cost of acquisition of certain lands, together with related mineral rights, comprising a portion of what is known as the "Briger Tract" to be used for permanent laboratory facilities and offices space for the Scripps Biomedical Research Institute and for payment of the cost of issuance of the Notes; providing for the application of the proceeds of the Notes; authorizing the issuance of Public Improvement Revenue Bonds (Biomedical Research Park Project) in an aggregate principal amount sufficient to pay the principal of, and interest on, the Notes when due or upon the earlier redemption thereof; determining certain details of said Notes; awarding the sale of the Notes to Suntrust Bank pursuant to a negotiated sale; appointing a paying agent and registrar for the Notes; authorizing the proper officials of the County to do all other things deemed necessary or advisable as to the sale and delivery of the Notes; and providing for an effective date.

Summary: On June 6, 2006, The Board adopted a Resolution authorizing the negotiated sale of Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2006 in the aggregate principal amount of \$16,040,600, including closing costs of the BANS. The Resolution is being amended to include the additional costs of acquiring mineral rights, \$210,000 and real estate closing costs, \$72,000. The closing for the BANS will be on November 22, 2006, prior to the closing on the property. Countywide (PFK)

Background and Justification: The County anticipates paying the principal and interest on the BANS from the proceeds of non-ad valorem revenue bonds issued for the completion of construction of Scripps permanent facilities at the FAU campus in Jupiter.

Attachments:

1. Resolution

Recommended by:

Elizabeth G. Blevins
for Department Director

11/20/06

Date

Approved By:

[Signature]

County Administrator

11/20/06

Date

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:

John A. Long 11/20/06 N/A
OFMB Contract Dev. and Control

B. Legal Sufficiency:

Paul F. Long 11/20/06
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

PALM BEACH COUNTY, FLORIDA
PUBLIC IMPROVEMENT REVENUE BOND ANTICIPATION NOTES,
SERIES 2006

(BIOMEDICAL RESEARCH PARK PROJECT)

Adopted November 21, 2006

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RESOLUTION NO. R-2006-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING AND RESTATING, IN ITS ENTIRETY, RESOLUTION NO. R-2006-1044 ADOPTED ON JUNE 6, 2006 AUTHORIZING THE NEGOTIATED SALE OF PALM BEACH COUNTY, FLORIDA, PUBLIC IMPROVEMENT REVENUE BOND ANTICIPATION NOTES (BIOMEDICAL RESEARCH PARK PROJECT), SERIES 2006 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$16,322,600 FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR PAYMENT OF THE COST OF ACQUISITION OF CERTAIN LANDS, TOGETHER WITH RELATED MINERAL RIGHTS, COMPRISING A PORTION OF WHAT IS KNOWN AS THE "BRIGER TRACT" TO BE USED FOR PERMANENT LABORATORY FACILITIES AND OFFICES SPACE FOR THE SCRIPPS BIOMEDICAL RESEARCH INSTITUTE AND FOR PAYMENT OF THE COST OF ISSUANCE OF THE NOTES; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF THE NOTES; AUTHORIZING THE ISSUANCE OF PALM BEACH COUNTY, FLORIDA, PUBLIC IMPROVEMENT REVENUE BONDS, (BIOMEDICAL RESEARCH PARK PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, AND INTEREST ON, THE NOTES WHEN DUE OR UPON THE EARLIER REDEMPTION THEREOF; DETERMINING CERTAIN DETAILS OF SAID NOTES; AWARDING THE SALE OF THE NOTES TO SUNTRUST BANK PURSUANT TO A NEGOTIATED SALE; APPOINTING A PAYING AGENT AND REGISTRAR FOR THE NOTES; AUTHORIZING THE PROPER OFFICIALS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE AS TO THE SALE AND DELIVERY OF THE NOTES; AND PROVIDING FOR AN EFFECTIVE DATE.

On June 6, 2006, the Board of County Commissioners of Palm Beach County, Florida, as the governing body of Palm Beach County, Florida adopted Resolution No. R-2006-1044 (the "Original Supplemental Resolution") and now desires to amend and restate the Original Supplemental Resolution in its entirety hereby as follows:

WHEREAS, on January 27, 2004 the Board of County Commissioners of Palm Beach County, Florida (the "County Commission"), as the governing body of Palm Beach County, Florida (the "County"), adopted Resolution No. R-2004-0147 (the "Bond Resolution") authorizing the issuance of its Public Improvement Revenue Bonds (Biomedical Research Park Project) (the "Bonds") in one or more Series (as defined in the Bond Resolution) for the purposes described in the Bond Resolution and the issuance of its Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project) in one or more Series in anticipation of the issuance of the Bonds; and

WHEREAS, pursuant to the Bond Resolution, the County Commission has heretofore issued its Public Improvement Revenue Bonds, Series 2004A (Biomedical Research Park Project), its Taxable Public Improvement Revenue Bonds, Series 2004B (Biomedical Research Park Project) and its Public Improvement Revenue Bonds, Series 2005A (Biomedical Research Park Project), all of which are presently Outstanding under the Bond Resolution; and

WHEREAS, the County Commission now desires to provide for the issuance of a Series of its Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project) pursuant to the terms and provisions of the Bond Resolution and this Resolution, consisting of its Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2006 to be issued in the aggregate principal amount of \$16,322,600 (the "Notes"); and

WHEREAS, the Bond Resolution provides that certain details of the Notes and other matters related thereto shall be determined by subsequent proceedings of the County Commission, which shall be deemed supplemental to the Bond Resolution; and

WHEREAS, the Bond Resolution further provides that the proceedings of the County Commission adopted in connection with the Notes prior to the issuance thereof shall specifically authorize the issuance of one or more Series of Bonds in an amount at least equal to the amount necessary to pay the principal of, premium, if any, and interest on the Notes when due, which Bonds shall be issued pursuant to subsequent proceedings of the County Commission; and

WHEREAS, the County Commission desires to authorize a Series of Bonds (the "Pay-Off Bonds") in an aggregate principal amount sufficient to pay the principal of and interest on the Notes on the Maturity Date (hereinafter defined) or upon earlier redemption of the Notes and for such other purposes as set forth in the subsequent proceedings of the County Commission relating to such Pay-Off Bonds; and

WHEREAS, if the County determines that it is not in its best interest to issue such Pay-Off Bonds, the Notes shall be payable when due from County Moneys, all as more fully provided in the Bond Resolution and herein; and

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

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

WHEREAS, based on the findings set forth in Section 6 hereof, the County Commission determines that it would be in the best interest of the County that the Notes be sold to the Purchaser on a negotiated basis; and

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

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

SECTION 1. DEFINITIONS. All capitalized terms used in this Resolution not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Resolution, unless the context clearly indicates otherwise. This Resolution is supplemental to the Bond Resolution.

SECTION 2. PURPOSE OF THE NOTES; FORM OF NOTES; APPLICATION OF PROCEEDS OF THE NOTES. The County hereby authorizes and determines at this time to issue \$16,322,600 in aggregate principal amount of the Notes as Tax-Exempt Notes for the purpose of providing interim financing of the Cost of the 2006 Project (as hereinafter defined) in advance of the issuance of the Pay-Off Bonds and to pay the costs of issuing the Notes. The portion of the Project to be financed with proceeds of the Notes (the "2006 Project") is described on Exhibit A hereto, subject to modification as provided in the Bond Resolution. The text of the Notes shall be substantially in the form set forth in Exhibit B hereto. The Chairperson of the County Commission or, in her absence, the Vice Chair or, in his absence, any other member of the County Commission, is hereby authorized and directed to execute, and the Clerk or any Deputy Clerk to attest, the Notes, substantially in the form set forth in Exhibit B with such modifications, insertions and deletions as may be approved, in consultation with the County Administrator, by the Chairperson of the County Commission or, in her absence, the Vice Chair or, in his absence, any other member of the County Commission, and to deliver the Notes to the Purchaser.

The Notes shall not be secured by the Debt Service Reserve Account of the Sinking Fund. A portion of the proceeds of the Notes shall be deposited to a separate account in the Cost of Issuance Fund established pursuant to the Bond Resolution, which account is hereby created and designated as the "Series 2006 Notes Cost of Issuance Account," and the balance of such proceeds shall be deposited to a separate account in the Construction Fund established pursuant to the Bond Resolution, which account is hereby created and designated as the "Series 2006 Notes Construction Account." Amounts on deposit in the Series 2006 Notes Construction Account shall be applied solely to pay the Cost of the 2006 Project. Proceeds of the Notes shall not be used to pay interest thereon. Subject to the foregoing, the specific amounts to be deposited into the account of the Cost of Issuance Fund and the account of the Construction Fund shall be set forth in a certificate of the Debt Manager of the County delivered in connection with the closing of the Notes. Proceeds of the Notes on deposit in the account in the Cost of Issuance Fund shall be applied as provided in the Bond Resolution and herein.

As set forth in Article II, Section 2 of the Bond Resolution, the provisions of the Bond Resolution relating to Bonds shall apply to the Notes as if the Notes were specifically included in the definition of the term "Bonds" as used in the Bond Resolution, except as specifically

provided in the fourth paragraph of such Article II, Section 2 or as otherwise expressly provided in this Resolution.

While the Notes are Outstanding, for purposes of the covenant of the County set forth in Article III, Section 10(e) of the Bond Resolution, Maximum Debt Service on the Notes and any other bond anticipation notes of the County which are payable from or supported by a pledge of the County's Non-Ad Valorem Revenues shall be determined as follows: (i) each of such obligations shall be deemed to be amortized in substantially equal annual installments of principal and interest over a term of 20 years, and (ii) to the extent such obligations bear interest at a variable rate, the interest rate per annum on each of such obligations shall be deemed to be a rate equal to the greater of the average interest rate on such obligations for the six months immediately prior to the calculation date or the actual rate of interest on such obligations on the calculation date.

SECTION 3. AUTHORIZATION OF PAY-OFF BONDS. The County hereby authorizes the issuance of the Pay-Off Bonds as a Series of Tax-Exempt Bonds pursuant to the Bond Resolution in an aggregate principal amount sufficient to pay the principal of and interest on the Notes when due, or upon the earlier redemption thereof and for such other purposes as specified in subsequent proceedings of the County Commission. The details of the Pay-Off Bonds, the Series designation, the terms and conditions of the sale thereof and other matters related thereto shall be determined by subsequent proceedings of the County Commission. Notwithstanding the foregoing, if the County determines it is not in its best interest to issue the Pay-Off Bonds for the purpose of paying the Notes, the Notes shall be payable from County Moneys, all as more fully provided in the Bond Resolution.

SECTION 4. DESCRIPTION OF THE NOTES. The Notes shall be dated their date of delivery and shall mature on December 30, 2007 (the "Maturity Date").

The Notes shall bear interest at a variable rate per annum as described in the form of the Notes attached hereto as Exhibit B. Interest on the Notes shall be payable on the Maturity Date or upon earlier redemption of the Notes. The Notes shall be issued in Authorized Denominations equal to the Outstanding principal amounts of the respective Notes from time to time.

SECTION 5. REDEMPTION PROVISIONS. The Notes shall be redeemable in whole or in part prior to the Maturity Date at any time, without penalty or premium. Notice of such redemption shall be sent to the Purchaser at least ten (10) Business Days prior to the date of redemption. Notwithstanding any provision of the Bond Resolution to the contrary, no other notice of redemption of the Notes is required.

SECTION 6. NEGOTIATED SALE. The County Commission hereby finds that, based on present market conditions, the volatility of interest rates and the recommendation of the County's financial advisor, it would be in the best interest of the County that the Notes be sold to the Purchaser on a negotiated basis.

SECTION 7. COMMITMENT LETTER. The Commitment Letter submitted to this meeting and attached hereto as Exhibit C is hereby approved and accepted. The Notes are

hereby sold to the Purchaser at a purchase price equal to the par amount of the Notes. The Chairperson of the County Commission or, in her absence, the Vice Chair of the County Commission, or in his absence, any other member of the County Commission, is hereby authorized and directed to execute, and the Clerk or any Deputy Clerk to attest, the Commitment Letter and to deliver the Notes to the Purchaser. As a condition to the delivery of the Notes to the Purchaser, the Purchaser shall deliver to the County an investor letter substantially in the form of Exhibit D hereto.

SECTION 8. PAYING AGENT AND REGISTRAR. Notwithstanding any provision of the Bond Resolution to the contrary, the County is hereby appointed as paying agent and registrar for the Notes.

SECTION 9. INFORMATION TO BE PROVIDED; AMENDMENTS. While the Notes are Outstanding and the Purchaser is the Owner thereof: (a) the County shall furnish to the Purchaser the same documents as it is required to furnish to a Credit Facility Issuer pursuant to Article III, Section 10 (f), (g) and (h) of the Bond Resolution, as soon as reasonably possible after receipt thereof, and (b) the County shall not amend any provision of the Bond Resolution or this Resolution affecting the Notes without the prior written consent of the Purchaser.

SECTION 10. DISCLOSURE STATEMENT. The County hereby finds that the Purchaser has submitted the disclosure statement and truth-in-bonding statement required by Section 218.385, Florida Statutes, a copy of which is attached hereto as Exhibit E.

SECTION 11. FURTHER AUTHORIZATIONS AMENDMENT AND RESTATEMENT OF RESOLUTION NO. R-2006-1044. The Chairperson of the County Commission, the Vice Chair of the County Commission, any other member of the Board, the Clerk or any Deputy Clerk, the County Administrator and the Debt Manager, and any other authorized official of the County, be, 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. Resolution No. R-2006-1044 is hereby deemed amended and restated in its entirety by this Resolution and shall be of no further force and effect, it being acknowledged by the County that the Notes have not been issued pursuant to the authority thereof.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect upon its passage in the manner provided by law.

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

District 1: Karen T. Marcus
District 2: Jeff Koons
District 3: Warren H. Newell
District 4: Mary McCarty
District 5: Burt Aaronson
District 6: Jess R. Santamaria
District 7: Addie L. Greene

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of November, 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: Paul F. J.
Assistant County Attorney

EXHIBIT A

PROJECT DESCRIPTION

The portion of the Costs of the Project to be financed with proceeds of the Notes consists of the payment of the cost of acquisition of certain lands comprising a portion of what is known as the "Briger Tract" to be used for permanent laboratory facilities and office space for the Scripps Biomedical Research Institute ("Scripps") and the cost of acquisition of certain mineral rights related to the Briger Tract. The County is required in its Grant Agreement with Scripps to purchase approximately 70 acres of the Briger Tract. The Briger Tract will be used by Scripps for future development of research and development space. The Briger Tract is located on Donald Ross Road, east of I-95 and the Turnpike and west of Military Trail, on the south side of Donald Ross Road. Proceeds of the Notes will also be applied to pay costs of issuance of the Notes.

EXHIBIT B

FORM OF NOTES

**THIS OBLIGATION MAY BE TRANSFERRED ONLY WITH
THE WRITTEN CONSENT OF THE COUNTY AS DESCRIBED HEREIN.**

No. BAN-1B

\$16,322,600

**UNITED STATES OF AMERICA
STATE OF FLORIDA
PALM BEACH COUNTY
PUBLIC IMPROVEMENT REVENUE BOND ANTICIPATION NOTE
(BIOMEDICAL RESEARCH PARK PROJECT),
SERIES 2006**

Maturity Date
December 30, 2007

Dated Date
_____, 2006

Registered Owner: SunTrust Bank

Principal Amount: SIXTEEN MILLION THREE HUNDRED TWENTY-TWO
THOUSAND SIX HUNDRED DOLLARS (\$16,322,600)

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

Interest on this Note shall be payable on the Maturity Date or earlier redemption date and shall accrue at a variable rate per annum equal to 77% of the 30-day LIBOR Rate as published in the Wall Street Journal (the "LIBOR Rate") one (1) Business Day prior to the first Business Day of each calendar month plus 19 basis points (the "Tax-Exempt Rate"). The initial Tax-Exempt Rate shall be established one Business Day prior to the date of delivery of the Notes and shall be adjusted on the first Business Day of each calendar month while the Notes are Outstanding,

commencing on _____ 1, 2006. The Registered Owner of this Note shall provide the County with written notice of the Tax-Exempt Rate in effect from time to time within five (5) Business Days after the first day of each calendar month while this Note is Outstanding. In the event the Wall Street Journal ceases to be published, or the LIBOR Rate is no longer published therein, the Registered Owner, with the prior written consent of the County, shall select an alternate publication or basis for determining the Tax-Exempt Rate, as applicable.

Notwithstanding any other provision hereof, if for any reason the interest on this Note becomes includable in the gross income of the Registered Owner for Federal income tax purposes (an "Event of Taxability"), this Note shall bear interest from the earliest effective date of such Event of Taxability at a rate per annum equal to 100% of the Libor Rate plus 19 basis points. In addition to the foregoing, the County shall pay any additions to tax, penalties and interest, and any arrears in interest imposed upon the Registered Owner of this Note on account of any Event of Taxability. All such additional interest, additions to tax and penalties shall be paid on the Maturity Date or earlier redemption date.

No Event of Taxability shall be deemed to occur unless the County has been given timely written notice of such occurrence by the Registered Owner of this Note and, to the extent permitted by law, an opportunity to participate in and seek, at the County's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Event of Taxability; provided that, in order for the County to prosecute any appeal or action for judicial or administrative review of or from any determination, the County, at its own expense, must deliver to the Registered Owner of this Note an opinion of bond counsel reasonably acceptable to such Registered Owner to the effect that any appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

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

This Note represents an authorized issue of bond anticipation notes of the County designated as its Public Improvement Revenue Bond Anticipation Notes (Biomedical Research Park Project), Series 2006 (the "Note") issued for the purpose of providing interim financing of a portion of the Cost of the Project, consisting of the 2006 Project, as defined in the hereinafter mentioned Resolution, in advance of the issuance of the Pay-Off Bonds, as defined in the hereinafter mentioned Resolution, including paying costs of issuance of this Note, under the authority of and in full compliance with the Constitution, the County Charter, as amended and supplemented, and laws of the State of Florida, including particularly Chapters 125 and 166, Florida Statutes and other applicable provisions of law, and a resolution duly adopted by the Board on January 27, 2004, as supplemented by an amended and restated resolution duly adopted by the Board on November 21, 2006 (collectively, the "Resolution"), and is subject to all the

terms and conditions of the Resolution. This Note is issued as a Tax-Exempt Note under the Resolution and is issuable only as a registered note without coupons in Authorized Denominations equal to the Outstanding principal amount of this Note.

This Note is a special obligation of the County and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal of and interest on this Note in accordance with the terms and the provisions of the Resolution: (i) the proceeds of the Pay-Off Bonds or, if the County determines it is not in the best interest of the County to issue the Pay-Off Bonds for such purpose, the County Moneys, (ii) any proceeds of this Note originally deposited with the County and all moneys deposited and held from time to time by the County in the funds (other than the Rebate Fund and Cost of Issuance Fund) and accounts established under the Resolution, in each case until applied in accordance with the Resolution, (iii) investment income received by the County in the funds (other than the Rebate Fund) and accounts established under the Resolution, and (iv) any other moneys received by the Paying Agent in connection with repayment of this Note (collectively, the "Note Pledged Revenues"). This Note shall not be or constitute a general obligation of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Note Pledged Revenues, in the manner and to the extent provided in the Resolution. No Owner shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay this Note or the interest thereon, nor shall any Owner be entitled to payment of such principal or interest from any other funds of the County other than as provided in the Resolution. Furthermore, no Owner shall ever have a lien on the Project or any other real or personal property of the County, except for the Note Pledged Revenues, in the manner and to the extent provided in the Resolution.

The original Registered Owner, and each successive Registered Owner of this Note shall be conclusively deemed to have agreed and consented to the terms and conditions of the Resolution and this Note, including the following:

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

(2) The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Note shall be registered upon the books kept by the Registrar as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and

discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

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

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

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note is in full compliance with all constitutional or statutory limitations or provisions.

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

PALM BEACH COUNTY, FLORIDA

(OFFICIAL SEAL)

By: _____
Chairperson of the Board of County
Commissioners

ATTEST:

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

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT C

COMMITMENT LETTER



John W. Winn
Vice President

SunTrust Bank
501 South Flagler Drive
2nd Floor
West Palm Beach, Florida 33401
Tel 561.835.2677
Fax 561.835.2640

October 30, 2006

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

Mr. Long,

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

1. Facility:
\$16,322,600 Palm Beach County Public Improvement Revenue Loan Series 2006, Tax Exempt
2. Security:
The Loan will be secured by a pledge of the Pledged Revenues, as defined in the Resolution consisting of (i) a pledge of the County to appropriate in its annual budget, from Non-Ad Valorem Revenues lawfully available to the County in each fiscal year, amounts sufficient for the payment of principal and interest on the Loan when due.
3. Interest Rate:
77% of the 30 day LIBOR as published in the "Wall Street Journal" plus 19 basis points. The initial rate is set 1 business days prior to the origination date. Thereafter the interest rate will reset on the first business date of each calendar month. As of 10/30/2006 this rate would be 4.286%.
4. Repayment Terms:
The accrued Interest and Principal are due at maturity. The loan is pre-payable at any time without penalty or premium upon written notice ten business days prior to redemption.

5. Maturity:
December 30, 2007.

6. Bank Counsel Legal Fee:
To be paid by SunTrust Bank.

All legal documentation including the form of the Note will be provided by Denise J. Ganz, Esq., Ruden, McClosky, Smith, Schuster & Russell, P.A., Bond Counsel for the County, and approved by the Office of the County Attorney. Bond Counsel will also prepare and render the tax and validity opinions.

7. Purpose:
Loan to (i) pay the partial cost of acquisition of certain lands known as the Briger Site to be used for permanent laboratory facilities and offices space for the Scripps Biomedical Research Institute ("Scripps") and (ii) pay the cost of issuance of the Loan.

8. Covenants:
None

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

11. Interest Rate if Loan Becomes Taxable. The interest rates quoted herein assume the obligation is a "tax-exempt obligation" as defined in Section 265(b)(3) of the Internal Revenue Service Code. If at a later date, the borrowings hereunder are not tax exempt obligations; the variable rate will be the 30 day Libor rate plus 19 basis points. The interest rate will remain a variable rate.

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

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

14. It is understood that the bid set forth herein is conditioned upon the accuracy of information provided to the Bank by the Borrower and the continued financial strength of the Borrower. Any misrepresentation or false statement of material fact made by the Borrower to induce this bid or any material adverse change in the financial condition of

the Borrower will be sufficient cause for the Bank to terminate this commitment.

15. The Bank shall not assign or participate all or any portion of this debt obligation to any other financial institution or accredited investor.
16. The Bank will require an opinion from a qualified Bond Counsel regarding the tax-exempt status of the loan, validity of issuance, enforceability of documents, and other pertinent issues. This commitment is subject to all documentation for the notes contemplated by this commitment being reviewed and accepted in form and substance by the Bank and its Counsel. The Bank shall deliver a customary investor letter to the County upon delivery of the loan.
17. This letter constitutes a commitment on the part of the bank to lend and does not require any additional internal approvals by the bank.
18. WAIVER: THE MAKER, BY EXECUTION HEREOF, AND THE LENDER, BY ACCEPTANCE HEREOF, MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS COMMITMENT RELATES.

THIS COMMITMENT LETTER OUTLINES THE GENERAL TERMS AND CONDITIONS OF THE PROPOSED LENDING AGREEMENT BETWEEN PALM BEACH COUNTY AND SUNTRUST BANK. IF THIS OFFER IS NOT ACCEPTED BY PALM BEACH COUNTY ON OR BEFORE NOVEMBER 30, 2006, THIS OFFER WILL EXPIRE UNLESS EXTENDED BY THE BANK.

We sincerely appreciate the opportunity to serve Palm Beach County and look forward to hearing from you. Please sign below upon acceptance and return the original to my attention. If you have any questions please call me at (561) 835-2677.

Sincerely,

John W. Winn
First Vice President

SIGNED AND ACCEPTED THIS ____ DAY OF _____, 2006.

PALM BEACH COUNTY

BY: _____

AS ITS: _____

EXHIBIT D

INVESTOR LETTER

Board of County Commissioners of
Palm Beach County, Florida
West Palm Beach, Florida

Re: \$16,322,600 Palm Beach County, Florida, Public Improvement Revenue
Bond Anticipation Notes (Biomedical Research Park Project), Series 2006
(the "Notes")

Ladies and Gentlemen:

This letter is being provided in connection with the purchase of the above-referenced Notes which were delivered to us by Palm Beach County, Florida (the "County") as of the date hereof.

1. We are engaged in the business of investing in securities similar to the Notes or the business of entering into loan transactions evidenced by securities similar to the Notes.

2. We are purchasing the Notes from the County for our own account (or those of our banking affiliates) for investment purposes and not for resale; provided, however, that the Notes may be transferred or assigned in whole, but not in part, subject to the terms and conditions set forth in the Notes.

3. We are an "accredited investor" as that term is defined in Regulation D as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "1933 Act"), and we have sufficiently knowledge and experience in financial and business matters, including the purchase and ownership of taxable and tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the Notes.

4. We are able to bear the economic risk of our investment in the Notes.

5. We acknowledge that the Notes do not represent a general obligation of the County, the State of Florida or any political subdivision thereof and are not payable from taxes or any moneys provided by or to the County, other than those described in the Notes, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the issuance of the Notes is or shall be deemed to be a covenant, agreement or obligation of any present or future board member, officer or employee of the County in his or her individual capacity.

6. We acknowledge and agree that the Notes have not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.

7. We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the County and the Notes is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the County, the Notes and the security therefore.

8. We have received all financial and other information regarding the Notes that we have requested and which we consider relevant or necessary to make an informed decision to invest in the Notes. We have made our own inquiry into the creditworthiness of the Notes and the County, we have received all the information that we have requested from the County or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering of the Notes and the security therefor, and the County, and have received, to the best of our knowledge, complete and satisfactory answers to all such questions.

Dated this ____ day of _____, 2006.

Yours very truly,

SunTrust Bank, as Notes Purchaser

By: _____

Title: _____

EXHIBIT E

DISCLOSURE AND TRUTH IN BONDING STATEMENT

Board of County Commissioners
of Palm Beach County, Florida
West Palm Beach, Florida

Re: \$16,322,600 Palm Beach County, Florida, Public Improvement Revenue Bond
Anticipation Notes (Biomedical Research Park Project), Series 2006

Ladies and Gentlemen:

In connection with the proposed issuance of the above-captioned notes (the "Notes"), SunTrust Bank (the "Bank") has agreed to purchase the Notes.

The purpose of this letter is to furnish pursuant to the provisions of Sections 218.385(2) and (6), Florida Statutes, as amended, certain information in respect to the arrangement contemplated for the placement and sale of the Notes as follows:

(a) An itemized list setting forth the nature and estimated amounts of expenses to be incurred by the Bank in connection with the issuance of the Notes is set for below:

Adorno & Yoss, L.L.P., Bank's Counsel: \$2,500

None of such fees and expenses are being charged to the County as part of the underwriting spread, if any, set forth in paragraph (c) below.

(b) No "finder" as that term is defined in Section 218.386, Florida Statutes, as amended, has entered into an understanding with the Bank, or to the knowledge of the Bank, with the County, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the County and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes.

(c) The underwriting spread to be paid by the County will be:

\$0.00

(d) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Notes to any person not regularly employed

or retained by the Bank (including any "finder," as defined in Section 281.386(1)(a), Florida Statutes, as amended), except as specifically enumerated as expenses to be incurred and paid by the Bank as set forth in paragraph (a) above.

(e) Truth-in-Bonding Statement – The County is proposing to issue the Notes for the purpose of providing financing of the cost of a portion of a project relating to a biomedical research park in the County in advance of the issuance of Bonds for that purpose and paying costs of issuance of the Notes. The Notes are expected to be repaid at maturity on December 30, 2007 (the "Maturity Date"). The total interest paid over the life of the Notes is estimated to be \$1,060,969.00 (assuming a November 22, 2006 issuance date and an interest rate per annum of 6.00%).

The source of repayment or security for the Notes is limited solely to the Note Pledged Revenues as such term is defined in Resolution No. R-2004-0147 of the County adopted on January 27, 2004, as supplemented by a resolution of the County adopted on November 21, 2006. The authorization of this debt or obligation will result in approximately \$17,383,569.00 of Note Pledged Revenues not being available to the County to finance other projects of the County for the approximately 13-month period from the date of issuance of the Notes to the Maturity Date (assuming a November 22, 2006 issuance date and an interest rate per annum of 6.00%).

(f) The name and address of the Bank is set forth below:

SunTrust Bank
501 South Flagler Drive 2nd Floor
West Palm Beach, Florida 33401
Attention: John W. Winn

We understand that the County does not require any further disclosure from the Bank, pursuant to Section 218.385(6), Florida Statutes, as amended.

Dated as of this 21st day of November, 2006.

Yours very truly,

SUNTRUST BANK

By: _____
Title: _____