

These are variable rate, uninsured loans which have Depfa Bank serving as the liquidity facility. Last week, Moody's and Standard & Poor's downgraded the ratings for Depfa thus making the bank's liquidity support for the commercial paper notes no longer eligible for purchase by tax exempt money market funds. As a result of the current credit crisis and disruptions in the short term debt markets, staff anticipates interest rates for the County's loans will dramatically increase in the near future without substituting for Depfa Bank's liquidity support. Currently, liquidity support from banking institutions worldwide is practically non-existent. Staff and the County's Financial Advisor are recommending that the County refund the Sunshine State Commission loans with fixed rated debt to minimize its exposure to interest rate volatility and uncertainty that exist in the current short-term variable rate market. The appointment of two additional co-managers is necessary due to the increasing size of the bond issue.

Countywide (PFK)

Background and Justification: The Series 2008-2 bonds for the Max Planck Florida Institute Project and the refunding bonds of the Sunshine Commission loans will be secured by a covenant to budget and appropriate legally available non-ad valorem revenues. Bond proceeds will include funding of the debt service reserve and costs of issuance.

Resolution No. R-2008-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING RESOLUTION NO. R-2008-1571; AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2008-2 IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$110,000,000 FOR THE PURPOSE OF FUNDING PAYMENTS REQUIRED BY THE GRANT AGREEMENT BETWEEN THE COUNTY AND MAX PLANCK FLORIDA CORPORATION AND PROVIDING FUNDS TO REFINANCE OBLIGATIONS OF THE COUNTY TO THE SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION COMMERCIAL PAPER NOTE PROGRAM; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH BONDS; DELEGATING TO COUNTY OFFICIALS THE AUTHORITY TO DETERMINE CERTAIN DETAILS OF THE BONDS; PROVIDING A METHOD TO APPROVE THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND TO AWARD THE SALE OF THE BONDS TO THE UNDERWRITERS; PROVIDING A METHOD TO APPROVE THE FORMS OF THE PRELIMINARY OFFICIAL STATEMENT, FINAL OFFICIAL STATEMENT AND PAYING AGENT AND REGISTRAR AGREEMENT AND AUTHORIZING THE EXECUTION OF THE FINAL OFFICIAL STATEMENT AND THE PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A PAYING AGENT AND REGISTRAR; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE HOLDERS OF THE BONDS AND MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE UNDERTAKING BY THE COUNTY REQUIRED BY RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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:

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

"BOND COUNSEL" means an attorney at law or firm of attorneys selected by the County of nationally-recognized experience in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, the obligations of states and their political subdivisions.

"BONDS" means the Palm Beach County, Florida, Public Improvement Revenue Bonds, Series 2008-2 authorized to be issued pursuant to this Resolution.

"BUSINESS DAY" means any day, except a Saturday or Sunday, on which the principal office of any of the Registrar, the Paying Agent or the Securities Depository is or are lawfully closed.

"CHAIRPERSON" means the Chairman or Chairperson or Vice Chairperson or Vice Chairperson of the Governing Body, or such other person as may be duly authorized by the County to act on his or her behalf.

"CLERK" means the Clerk of the Circuit Court in and for Palm Beach County, Florida, ex-officio Clerk of the Board, or such other person as may be duly authorized by the County to act on his or her behalf, including, without limitation, any Deputy Clerk.

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

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

"COUNTY ADMINISTRATOR" means the County Administrator of the County or in his absence or inability to act, and Deputy County Administrator.

"COUNTY CHARTER" means the Charter of the County, as amended and supplemented.

"FISCAL YEAR" means 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" means the Board of County Commissioners of the County.

"GOVERNMENT OBLIGATIONS" means 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, and which are not callable prior to maturity by the obligor thereon.

"INTEREST PAYMENT DATE" is defined in Article II, Section 4 hereof.

"MAXIMUM DEBT SERVICE" means, 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) any

proposed indebtedness of the County (i) which will be payable from Non-Ad Valorem Revenues, or (ii) for which any Non-Ad Valorem Revenues will be pledged. For the purposes hereof, the interest rate on obligations bearing a variable rate of interest shall be calculated at the higher of (a) twelve per cent (12%) per annum or (b) the average yield to par call for The Bond Buyer Municipal Bond Index (the "Bond Buyer 40") on the date of calculation.

"NON-AD VALOREM REVENUES" means all revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of debt service on the Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided, however, that for the purposes of the anti-dilution test set forth in Article III, Section 5(b) of this Resolution, "Non-Ad Valorem Revenues" means all revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Non-Self-Supporting Debt.

"NON-SELF-SUPPORTING DEBT" means 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" means the debt service on Non-Self-Supporting Debt.

"NRMSIR" means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

"OUTSTANDING" when used reference to the Bonds, means all Bonds that have been authenticated and delivered by the Registrar except:

- (a) Bonds that have been canceled by the Registrar;
- (b) Bonds that have been paid or deemed paid hereunder; and
- (c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Registrar pursuant to the terms of Article II, Section 8 hereof.

"OWNER" or any similar term, means any person who shall be the registered owner of any Bond or Bonds Outstanding under the terms of this Resolution.

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

"PLEGGED REVENUES" means the moneys budgeted and appropriated by the County from Non-Ad Valorem Revenues pursuant to the County's covenant to budget and appropriate Non-Ad Valorem Revenues contained in Article III, Section 2 of this Resolution.

"PROJECT" means the distribution of funds by the County to Max Planck Florida

Corporation ("MPFC") pursuant to the terms of the Grant Agreement between the County and MPFC dated _____, 2008.

"RATING AGENCY" or "AGENCIES" means each nationally recognized securities rating agency, which shall have a rating then in effect with respect to the Bonds.

"RECORD DATE" means the fifteenth day of the calendar month next preceding any Interest Payment Date, or if such day is not a Business Day, then the next preceding Business Day.

"REFINANCED DEBT" means the obligations of the County to the Sunshine State Governmental Financing Commission related to its Commercial Paper Revenue Notes, Series J.

"REGISTRAR" means the commercial bank or trust company appointed by the County to act as Registrar hereunder.

"RESERVE ACCOUNT" means the account, if any, established pursuant to Article III, Section 7 hereof.

"RESERVE REQUIREMENT" means an amount required to be on deposit in the Reserve Account created and established under Article III, Section 7 of this Resolution, which amount shall be established by the Bond Terms Certificate (as defined in Article III, Section 4 hereof) but which shall not exceed the lesser of (a) ten percent of the proceeds of the Bonds (within the meaning of the Code), (b) one hundred twenty-five percent (125%) of the average annual debt service on the Outstanding Bonds in the current Fiscal Year or any future Fiscal Year or (c) the maximum annual debt service on all Outstanding Bonds for the then current Fiscal Year or any future Fiscal Year.

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

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

"SEC" means the Securities and Exchange Commission.

"SECURITIES DEPOSITORY" means 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.

"UNDERWRITERS" means Loop Capital Markets, LLC, Raymond James & Associates, Inc., Jackson Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Janney Montgomery Scott LLC, jointly and severally.

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

ARTICLE II AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 1. AUTHORIZATION OF BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as "Public Improvement Revenue Bonds, Series 2008-2" are hereby authorized to be issued in one series in the principal amount of not exceeding \$110,000,000 for the purpose of financing the costs of the Project, repaying the Refinanced Debt, funding a debt service reserve account for the Bonds and paying costs of issuance.

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

SECTION 3. MANNER OF PAYMENT OF BONDS. Subject to Section 10 of this Article II, (a) principal of the Bonds shall be payable to the Owners of the Bonds upon presentation and surrender of the Bonds as they become due at the designated office of the Paying Agent. Except as otherwise set forth below, interest on the Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the Interest Payment Date to the Owners of the Bonds as of the close of business on the Record Date next preceding each Interest Payment Date at the registered addresses of such Owners as they shall appear on the registration books as of such Record Date, notwithstanding any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, (ii) upon the request and at the expense of a registered Owner of at least \$1,000,000 in principal amount of Bonds, all payments of interest on its Bonds shall be paid by wire transfer in immediately available funds to an account with a financial institution within the United States designated by such registered Owner 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 Bonds at the designated office of the Paying Agent.

(b) If and to the extent that there shall be a default in the payment of the interest due on an Interest Payment Date, such defaulted interest shall be paid to the Owners in whose name

the Bonds (or any Bond or Bonds issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth Business Day next preceding the date of payment of such defaulted interest established by notice mailed by the Registrar to the Owners not less than the tenth day preceding such Interest Payment Date.

(c) All payments of principal, redemption premium, and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

SECTION 4. DESCRIPTION OF BONDS; DELEGATION TO COUNTY ADMINISTRATOR. The Bonds shall be issued on such date, shall be dated such date, and shall bear interest from such date, payable on the first day of May and November of each year (each such May 1 and November 1, an "Interest Payment Date"), commencing on such date, shall be issued in the aggregate principal amount (not exceeding \$110,000,000), shall bear interest at the rates per annum, not in excess of the maximum lawful rate, computed on the basis of a 360-day year consisting of twelve thirty day months, shall be subject to optional and/or mandatory redemption and shall mature on November 1 of the years, all as to be set forth in a certificate in the form attached hereto as Exhibit A (the "Bond Terms Certificate") and completed, and as signed by the County Administrator, provided, however, that the final maturity date of the Bonds shall not be later than November 1, 2028. The County Administrator is authorized to determine the details of the Bonds, including whether the Bonds shall finance the Project, refinance the Refinanced Debt, or both, within the parameters set forth above, and upon such determination to execute the Bond Terms Certificate, completed with the details of the Bonds, thereby conclusively establishing such details.

SECTION 5. NOTICE OF REDEMPTION. In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall (i) specify the Bonds to be redeemed, the CUSIP numbers, the date of issuance, interest rate, maturity dates of the Bonds redeemed, the redemption date, the date of notice of redemption, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated office of the Paying Agent, including the name and telephone number of a representative of such Paying Agent) and, if less than all of a maturity of the Bonds is to be redeemed, the numbers of the Bonds, and the portions of a maturity of Bonds, so to be redeemed, (ii) state that on the redemption date, the Bonds to be redeemed shall cease to bear interest and (iii) state any conditions to the redemption and that if such conditions are not met, then such redemption will not occur.

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 not less than 30 days nor more than 60 days prior to the date fixed for redemption (i) by first class mail to the Owners of the Bonds designated for redemption at their addresses appearing on the bond registration books of the County maintained by the Registrar; and (ii) by certified mail, return receipt requested, to the Securities Depository.

A second notice of redemption shall be given by first class mail within 60 days after the redemption date to the Owners of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the

validity of the redemption of the Bonds for which proper notice has been given as provided in the preceding paragraph.

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

Any Bonds which have been duly selected for redemption and for which funds have been set aside with the Paying Agent or another depository for the payment thereof as well as any Bonds which are deemed to be paid in accordance with Article IV hereof shall cease to bear interest on the specified redemption date.

SECTION 6. EXECUTION OF BONDS. The Bonds shall be executed in the name of the County by the signature of the Chairperson and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the Clerk. The signatures of said Chairperson and Clerk on the Bonds may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the County before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the County by such person who at the actual time of the execution of such Bond shall hold the proper office, although at the date such Bonds shall be actually delivered such person may not have held such office or may not have been so authorized.

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

SECTION 7. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS. At the option of the Owner thereof and upon surrender thereof at the designated office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the Owner or his duly authorized attorney-in-fact and upon payment by such Owner of any charges which the Registrar may make as provided in this Section, the Bonds may be exchanged for Bonds in the same aggregate principal amount, interest rate and maturity of any other Authorized Denominations.

The Registrar shall keep books for the registration of Bonds and for the registration of transfers of Bonds. The Bonds shall be transferable by the Owners thereof in person or by his attorney-in-fact 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 Owner or his duly authorized attorney. Upon the

transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds.

The County, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same become due and for all other purposes. All such payments so made to any such Owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Bonds, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to transfer Bonds during any period from the day 5 Business Days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called for redemption.

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Registrar when such payment or redemption is made, and such Bonds, shall thereupon be promptly canceled and destroyed.

SECTION 8. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the County shall cause to be executed, and the Registrar shall authenticate and deliver, a new Bond of like date and tenor as the Bond so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the Owner furnishing the County and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the County and the Registrar may prescribe and paying such expenses as the County and the Registrar may incur. All Bonds so surrendered shall be canceled and destroyed. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the County may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 8 shall constitute original, additional contractual obligations on the part of the County whether or not the lost, stolen or destroyed Bonds are at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

SECTION 9. FORM OF BONDS. The text of the Bonds shall be substantially in the

form set forth in Exhibit A attached hereto.

SECTION 10. BOOK-ENTRY SYSTEM. As long as any of the Bonds are registered under the book-entry only system maintained by the Securities Depository, the County and the Registrar shall comply with the terms of the Blanket Issuer Letter of Representations between the County and the Securities Depository.

SECTION 11. AUTHORITY TO AWARD THE BONDS. The County hereby determines that a negotiated sale of the Bonds is in the best interest of the County and the citizens and inhabitants of the County by reason of the volatility of the market for bonds such as the Bonds.

Upon establishment of the terms of the Bonds as described in Article II, Section 4 hereof, the County Administrator is authorized to award the Bonds to the Underwriters at a price of not less than 99% of the par amount of the Bonds, exclusive of any original issue discount or original issue premium. Upon the award of the Bonds, the County Administrator is authorized and directed for and in the name of the County to execute and deliver a Bond Purchase Agreement between the County and the Underwriters, in such form as shall be approved by the County Administrator consistent with this Resolution, such execution to constitute conclusive evidence of such approval by the County. Prior to the execution by the County of the Bond Purchase Agreement, the Underwriters shall have filed with the County the disclosure statement required by Section 218.385(6), Florida Statutes, and the competitive bidding for the Bonds is hereby waived pursuant to the authority of Section 218.385(1), Florida Statutes.

SECTION 12. OFFICIAL STATEMENT. The County hereby authorizes the County Administrator to approve the final form of a Preliminary Official Statement for the Bonds and to "deem final" the Preliminary Official Statement for purposes of the Rule, and upon such deeming, authorizes the utilization of the Preliminary Official Statement in connection with the offering of the Bonds. The County hereby authorizes the preparation of a final Official Statement relating to the Bonds, which shall be in the form of the Preliminary Official Statement with such changes, alterations and corrections therein as may be approved by the officials of the County executing the same, such approval to be conclusively established by such execution, and the Chairperson and the County Administrator are hereby authorized and directed for and in the name of the County to execute and deliver the Official Statement, as hereby approved.

SECTION 13. PAYING AGENT AND REGISTRAR. The Chairperson is authorized and directed for and in the name of the County to execute and deliver a Paying Agent and Registrar Agreement between the County and The Bank of New York Mellon Trust Company, N.A., as paying agent and registrar, in such form as shall be approved by the Chairperson consistent with this Resolution, such execution to constitute conclusive evidence of such approval.

ARTICLE III FUNDS AND APPLICATION THEREOF, SECURITY AND COVENANTS

SECTION 1. BONDS SHALL BE LIMITED OBLIGATIONS OF THE COUNTY. The Bonds shall be limited obligations of the County 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 interest on the Bonds in accordance with the terms and the provisions of this Resolution, the Pledged Revenues. The Bonds shall not be general obligations of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from the Pledged Revenues in the manner and to the extent provided in this 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 such Bonds 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 this Resolution. Furthermore, no Owner shall ever have a lien on any real or personal property of the County, except for the Pledged Revenues.

SECTION 2. COVENANT TO BUDGET AND APPROPRIATE. Until the Bonds are no longer Outstanding pursuant to the provisions of this Resolution, the County hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise) and to maintain the Reserve Account funded at the Reserve Requirement. Notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

To the extent that the County is in compliance with the covenant contained above and Section 5(b) of this Article III, 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.

The 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. This 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. This 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. This 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 Non-Ad Valorem Revenues are appropriated to pay principal of and interest on the Bonds.

SECTION 3. APPLICATION OF BOND PROCEEDS. The proceeds from the sale of the Bonds shall be applied as directed by the Bond Terms Certificate.

SECTION 4. PAYMENTS ON THE BONDS. The County shall pay, but solely from the Pledged Revenues, to the Paying Agent, the amount required for the payment of principal of and interest on the Bonds or before the due dates thereof. Such amounts shall be applied by the Paying Agent to pay the principal of and interest on the Bonds.

SECTION 5. COVENANTS OF THE COUNTY. (a) It is the intention of the County that the interest on the Bonds shall be excluded from gross income for federal income tax purposes and to this end the County hereby represents to and covenants with the Owners of the Bonds that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code to the extent necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes. Specifically, without intending to limit in any the generality of the foregoing, the County covenants and agrees:

- (1) to make or cause to be made all necessary determinations, calculations and payments of any rebate amount at the times required pursuant to Section 148(f) of the Code;
- (2) to pay any required rebate amount to the United States of America from legally available funds, at the times and to the extent required pursuant to Section 148(f) of the Code;
- (3) to maintain and retain all records pertaining to the rebate amount with respect to the Bonds and required payments of the rebate amount with respect to the Bonds for at least six years after the final maturity of the Bonds or such longer period as shall be necessary to comply with the Code;
- (4) to refrain from taking any action that would cause any Bonds to be classified as private activity bonds under Section 141(a) of the Code; and
- (5) to refrain from taking any action that would cause the Bonds issued hereunder to become arbitrage bonds under Section 148 of the Code.

The County understands that the foregoing covenants impose continuing obligations on the County that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of Subtitle A of the Code are applicable to the Bonds.

Notwithstanding any other provision of this Resolution, including, in particular Article IV hereof, the obligation of the County to pay any rebate amount to the United States of America and to comply with the other requirements of this paragraph shall survive the defeasance or payment in full of the Bonds.

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

exceed twenty-five per cent (25%) of the aggregate principal amount of Non-Self-Supporting Debt.

(c) The County shall in each Fiscal Year prepare and adopt an annual budget in accordance with the provisions of Chapter 129 of the Florida Statutes.

SECTION 6. RULE 15c2-12 UNDERTAKING. In order to assist the Underwriters with respect to compliance with the Rule, the County undertakes and agrees to provide the information described below to the persons so indicated. The County's undertaking and agreement set forth in this Section 6 shall be for the benefit of the Owners and beneficial owners of the Bonds.

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

(b) The Annual Information described in paragraph (a) above in audited form (for as long as the County provides such financial information in audited form) is expected to be available on or before September 30 of each year, commencing September 30, 2009, for the Fiscal Year ending on the preceding September 30. The Annual Information referred to in clause (i) of paragraph (a) above in unaudited form (if the audited financial statements are not available or if the County no longer provides such financial information in audited form) will be available on or before September 30 for the fiscal year ending on the preceding September 30. The County also agrees to provide the Annual Information to each Owner and beneficial owner of the Bonds who request such information and pays to the County its costs of reproduction and transmission of such Annual Information. The County agrees to provide to each NRMSIR and the SID, if any, timely notice of its failure to provide the Annual Information. Such notice shall also indicate the reason for such failure and when the County reasonably expects such Annual Information will be available.

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

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

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

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

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

(f) Notwithstanding any other provision of this Resolution to the contrary regarding amendments or supplements, the County undertakes and agrees to amend and/or supplement this Section 6 of Article III (including the amendments referred to in paragraph (d) above) only if:

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

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

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

In the event of an amendment or supplement under this Section 6 of Article III, the County shall describe the same in the next report of Annual Information and shall include, as applicable, a narrative explanation of the reason for the amendment or supplement and its impact, if any, on the financial information and operating data being presented in the Annual Information.

(g) The County's Undertaking as set forth in this Section 6 of Article III shall terminate if and when the Bonds are paid or deemed paid within the meaning of Article IV of this

Resolution.

(h) The County acknowledges that its Undertaking pursuant to the Rule set forth in this Section 6 of Article III is intended to be for the benefit of the Owners and beneficial owners of the Bonds and shall be enforceable by such Owners and beneficial owners; provided that, the owner's and beneficial owners' right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder, and any failure by the County to comply with the provisions of this Undertaking shall not be or constitute a covenant or monetary default with respect to the Bonds under this Resolution.

(i) The County reserves the right to satisfy its obligations under this Section 6 of Article III through agents; and the County may appoint such agents without the necessity of amending this Resolution. The County may also appoint one or more employees of the County or employees of the office of the Clerk to monitor and be responsible for the County's Undertaking hereunder.

SECTION 7. DEBT SERVICE RESERVE ACCOUNT.

If the Bond Terms Certificate provides for a Reserve Requirement greater than zero, then the County shall establish and maintain an account (the "Reserve Account") for the Bonds funded in an amount equal to the Reserve Requirement. This does not require the establishment of a separate bank account, but rather requires that the County maintain funds in the amount required hereby that are restricted as to use as provided herein.

Amounts in the Reserve Account up to the Reserve Requirement shall be used, and may only be used, to pay principal or interest due on the Bonds for which funds are not otherwise available in accordance with this Resolution.

Amounts in the Reserve Account in excess of the Reserve Requirement may be removed from the Reserve Account and used by the County for any lawful purpose.

If the amount in the Reserve Account has a fair market value less than the Reserve Requirement, the County will deposit an amount sufficient to cause the amount on deposit in the Reserve Account to have a fair market value equal to the Reserve Requirement from the first available Pledged Revenues.

Amounts in the Reserve Account may be invested in any investment permitted by law, and shall be valued as of the last day of each fiscal year of the County and upon any withdrawal from the Reserve Account.

ARTICLE IV
DEFEASANCE

If the County shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid

to the Paying Agent, or a bank or trust company appointed as escrow agent, all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights and interest created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except with respect to the covenants of the County, which by the terms of this Resolution survive the defeasance of the Bonds).

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

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denominations thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denominations thereof shall have been previously given in accordance with Article II of this Resolution, or (b) in the event said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding 60 days, until (i) the County shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond in accordance with Article II, Section 5 hereof, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof, and (ii) the County shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit.

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

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

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

ARTICLE V DEFAULTS AND REMEDIES

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

(a) A failure by the County to pay the principal of or interest on any of the Bonds when the same shall become due and payable; or

(b) A failure by the County to observe and perform any covenant, condition, agreement or provision (other than as specified in clause (a) of this Section) contained in the Bonds or in this Resolution on the part of the County to be observed or performed, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, provided, however, that the Owners of the Bonds 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.

SECTION 2. REMEDIES; RIGHTS OF BONDHOLDERS. Upon the occurrence of an Event of Default, under Section 1(a) of this Article V, any Owner may, or upon the occurrence of any Event of Default under Section 1(b) of this Article V, the Owners of not less than a majority in aggregate principal amount of the Bonds 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 of Florida, to enforce the payment of principal of and interest on the Bonds then Outstanding or the obligations of the County hereunder. Notwithstanding anything contained in this Section to the contrary, the payment of principal of and interest on the Bonds is not subject to acceleration.

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

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

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

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

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

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

ARTICLE VI PAYING AGENT AND REGISTRAR

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

SECTION 2. DEALINGS IN BONDS AND WITH THE COUNTY. The Registrar and the Paying Agent, in its or their individual capacity or capacities, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder, and may join in any action which any Owner of Bonds may be entitled to take with like effect as if it or they did not act in any capacity

hereunder. The Registrar or the Paying Agent, in its or their individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for any committee or body of Owners of Bonds secured hereby or other obligations of the County, as freely as if it or they did not act in any capacity hereunder.

SECTION 3. PAYING AGENT. The Paying Agent shall:

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

(b) keep such books and records as shall be consistent with prudent industry practice, and make such books and records available for inspection by the County and any Owner at all reasonable times.

SECTION 4. QUALIFICATIONS OF PAYING AGENT; RESIGNATION, REMOVAL. Any Paying Agent appointed hereunder shall be a commercial bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days' notice to the County; provided, however, that no resignation of the Paying Agent shall take effect until a successor has been appointed and has accepted the duties of Paying Agent.

The Paying Agent may be removed by the County by an instrument or instruments in writing which may be accompanied by an instrument of appointment by the County of a successor.

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

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

SECTION 5. REGISTRAR. The Paying Agent shall serve as Registrar for the Bonds. The Registrar hereby agrees, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the County and the Owners at all reasonable times.

The County shall cooperate with the Registrar to cause the necessary arrangements

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

ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 1. MODIFICATION OR AMENDMENT. (a) Except as provided in paragraph (b) below no material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Owners of at least a majority in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or affect the promise of the County to pay the interest on and principal of the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Owners of such Bonds required above for such modification or amendments, without the consent of the Owners of all the Bonds affected.

(b) This Resolution may be amended, changed, modified and altered without the consent of the Owners of Bonds, (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, or (ii) to provide other changes which will not adversely affect the interest of such Owners.

SECTION 2. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds issued hereunder.

SECTION 3. NOTICE TO THE RATING AGENCY. The Rating Agency or Rating Agencies then rating the Bonds shall receive notice of the following events:

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

SECTION 4. REPEAL OF RESOLUTION NO. R-2008-1571. Resolution No. R-2008-1571 is hereby repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

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 vote was as follows:

| | |
|--|-------|
| Commissioner Addie L. Greene - Chairperson | _____ |
| Commissioner Jeff Koons- Vice Chairperson | _____ |
| Commissioner Karen T. Marcus | _____ |
| Commissioner Robert Kanjian | _____ |
| Commissioner Mary McCarty | _____ |
| Commissioner Burt Aaronson | _____ |
| Commissioner Jess R. Santamaria | _____ |

The Chairperson thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2008.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS
Sharon R. Bock, Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By Paul F. J.
County Attorney

EXHIBIT A

CERTIFICATE ESTABLISHING TERMS OF THE BONDS

- (a) Issue Date:
- (b) Amounts, Maturities and Interest Rates:

| <u>Amount</u> | <u>Maturity</u> <u>(November 1)</u> | <u>Interest Rate</u> |
|---------------|--|----------------------|
|---------------|--|----------------------|

(c) Optional Redemption. The Bonds are not subject to redemption at the option of the County as follows:

(d) Mandatory Redemption of Term Bonds. The Bonds maturing on November 1, _____ shall be subject to mandatory redemption (except for the final installment due at maturity, which is not a redemption) in part by the County at a redemption price equal to the unpaid principal amount thereof plus accrued interest thereon to the redemption date, on November 1 in the years and in the principal amounts set forth below:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| * | \$ |

*Maturity

The Bonds maturing on November 1, _____ shall be subject to mandatory redemption (except for the final installment due at maturity, which is not a redemption) in part by the County at a redemption price equal to the unpaid principal amount thereof plus accrued interest thereon to the redemption date, on November 1 in the years and in the principal amounts set forth below:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| * | \$ |

*Maturity

If as of any date the County shall have discharged, whether through purchase for cancellation, redemption or otherwise, Bonds of a maturity in excess of the aggregate mandatory redemption requirements to but not including such date, such excess of Bonds of such maturity so discharged and not previously applied as a credit as described in this paragraph shall be credited over such of the remaining mandatory redemption dates for such Bonds as the County shall determine, and shall

reduce the amount of such Bonds of such maturity otherwise subject to mandatory redemption on such date(s). Provided, however, that no such excess shall be credited to the amount of Bonds subject to mandatory redemption on a particular November 1 after the selection of Bonds to be redeemed on such date has been made.

(e) Sale Price to Underwriters: \$_____ (par, minus underwriters' discount of \$_____, minus original issue discount of \$_____ plus original issue premium of \$_____).

(f) The Reserve Requirement for the Bonds is _____.

(f) Application of Proceeds of Series 2008 Bonds:

Cost of Issuance - \$ _____
Deposit to Reserve Account -
Costs of the Project -
Repayment of Refinanced Debt-

The above terms and provisions relating to the Palm Beach County, Florida Public Improvement Revenue Bonds, Series 2008-2, are hereby approved pursuant to the authority granted by a Resolution No. R-2008-_____ adopted by the Board of County Commissioners on October __, 2008.

PALM BEACH COUNTY, FLORIDA

By: _____
County Administrator

Date: _____, 2008.

EXHIBIT B

(Form of Bond)

No. R- _____

\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
PALM BEACH COUNTY
PUBLIC IMPROVEMENT REVENUE BOND
SERIES 2008-2

| <u>Interest</u> <u>Rate</u> | <u>Maturity</u> <u>Date</u> | <u>Dated</u> <u>Date</u> | <u>CUSIP</u> |
|--------------------------------|--------------------------------|-----------------------------|--------------|
|--------------------------------|--------------------------------|-----------------------------|--------------|

Registered Owner:

Principal Amount:

DOLLARS

Palm Beach County, Florida (the "County"), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., as paying agent (together with any successor Paying Agent, the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of each May and November, commencing May 1, 2009, until the County's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the Registered Owner and mailed to the address of the Registered Owner as such name and address shall appear on the registration books of the County maintained by The Bank of New York Mellon Trust Company, N.A., as Registrar (together with any successor Registrar, the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date; provided, however, that if such fifteenth day is not a Business Day, then to the Registered Owner and at the registered address shown on the registration books of the County maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Business Day (the "Record Date"); provided further, however, that payment of interest on the Bonds may, at the option and expense of any Owner of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Owner to the domestic bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent interest payment date next preceding the date hereof to which interest has been paid, unless the date hereof is a May 1 or November 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to May 1, 2009, in which case from the Dated Date hereof or unless the date hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date; provided, however, that if and to the extent there is a default in the payment of the interest due on

such interest payment date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the County maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the Registered Owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds of the County designated as its Public Improvement Revenue Bonds, Series 2008-2 (herein called the "Bonds"), in the aggregate principal amount of \$_____ of like date, tenor, and effect, except as to number, date of maturity and interest rate, issued for the purpose of (i)_____ and (ii) paying costs of issuance of the Bonds, under the authority of and in full compliance with the Constitution, the County Charter, as amended and supplemented, and Statutes of the State of Florida, and other applicable provisions of law, and a resolution duly adopted by the Board on September 16, 2008 (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Bond 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 pledged for the payment of the principal of, and interest on the Bonds in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). This Bond shall not be or constitute a general obligation of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by the Pledged Revenues in the manner and to the extent provided in the Resolution. No Owner shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay such Bonds 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.

Until the Bonds are paid or deemed paid pursuant to the provisions of the Resolution, the County covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise).

[Provisions for redemption of Bonds to be inserted]

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

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of

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

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

PALM BEACH COUNTY, FLORIDA

(OFFICIAL SEAL)

By: _____
Chairman of the Board of County
Commissioners

ATTEST:

SHARON R. BOCK, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

County Attorney

(FORM OF CERTIFICATE OF AUTHENTICATION)

Date of Authentication:

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

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Registrar

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____
(the "Transferor"), hereby sells, assigns and transfers unto _____
_____ (the "Transferee")

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to register the transfer of the within Bond on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date: _____
Signature Guaranteed:

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

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

PALM BEACH COUNTY
SENIOR MANAGER UNDERWRITER ROTATION LIST
September 9, 2008

| | | |
|------------|-------------------------------------|-------------------------------------|
| District 4 | Wachovia Securities | Senior Manager on next issue |
| District 2 | Raymond James | Not eligible to serve as co-manager |
| District 7 | Jackson Securities | Eligible to serve as co-manager |
| District 5 | Janney Montgomery (Note 2) | Eligible to serve as co-manager |
| District 3 | Merrill Lynch | Eligible to serve as co-manager |
| District 1 | Citigroup | Eligible to serve as co-manager |
| District 6 | Loop Capital Markets | Not eligible to serve as co-manager |

Note 1 - One selection per Commissioner with the senior manager selected for an issue always going to the bottom of the rotation list for future issues. If a Commissioner changes underwriters after the initial appointment in October, 2003, the new appointee will be placed at the bottom of the list.

Note 2 - Depending on the size of the bond issue, additional co-managers will be selected from the above list as follows: The firm at the top of the list to be appointed as senior manager, the next firm in line to be senior manager and the last firm selected as senior are not eligible to serve as co-manager on the next bond issue. Eligible firm(s) will be selected to be co-managers in order from the senior rotation list. **On August 19, 2008, Loop Capital Markets was appointed as Senior Manager and Raymond James and Jackson Securities were appointed as Co-Managers for the estimated \$45 Million Public Improvement Revenue Bonds, Series 2008 (Max Planck Biomedical Research Project). Janney Montgomery is the next firm to be selected as co-manager with others to be selected following in order.** Selection as co-manager does not effect a firm's standing on the senior manager rotation list.

Note 3 - Staff and the County's Financial Advisor recommend the following guidelines for structuring teams for each bond issue: (1) Up to \$10 Million - 1 Senior, (2) \$10 to \$25 Million - 1 Senior, 1 Co-Manager; (3) \$25 to \$50 Million - 1 Senior, 2 Co-Managers; (4) \$50 to \$75 Million - 1 Senior, 3 Co-Managers; (5) Excess of \$75 Million 1 Senior, 4 or more Co-Managers, depending on the size of the issue.

Note 4 - Proprietary Proposals - The County will continue to consider new and innovative proposals from any underwriter. If the Board decides to move forward with a proposal, the underwriter will be given consideration as the book running manager on the bond issue without regard to the senior manager rotation list. If the underwriter selected to be bookrunning manager is on the County's senior rotation list, the underwriter will be moved to the bottom of the list for future issues. Refunding of outstanding bond issues and other proposals that are currently being done by other issuers are not considered proprietary proposals. Submission of these proposals will not necessarily be a factor in the selection of underwriting teams.