

VILLAGE OF WELLINGTON, FLORIDA

PUBLIC SERVICE TAX REVENUE BONDS

BOND RESOLUTION

ADOPTED JULY 20, 1999

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and is for convenience of reference only.)

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RESOLUTION NO. R99-68

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, AUTHORIZING THE ISSUANCE BY THE VILLAGE OF NOT EXCEEDING \$17,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF PUBLIC SERVICE TAX REVENUE BONDS, SERIES 1999, TO FINANCE VARIOUS CAPITAL EXPENDITURES OF THE VILLAGE, TO REFINANCE THE VILLAGE'S PROMISSORY NOTE DATED SEPTEMBER 11, 1996, TO PURCHASE A DEBT SERVICE RESERVE SURETY AND TO PAY THE COSTS OF ISSUANCE OF SUCH BONDS; AUTHORIZING ADDITIONAL BONDS; PLEDGING TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS CERTAIN PLEDGED FUNDS, INCLUDING THE PUBLIC SERVICE TAX REVENUES OF THE VILLAGE AND MONEYS ON DEPOSIT IN AND INVESTMENTS HELD FOR THE CREDIT OF CERTAIN FUNDS CREATED HEREUNDER; SETTING FORTH A METHOD TO ESTABLISH THE PRINCIPAL AMOUNT, INTEREST RATES, MATURITY SCHEDULE AND REDEMPTION PROVISIONS FOR SUCH BONDS; AUTHORIZING VILLAGE OFFICIALS TO AWARD THE SALE OF THE BONDS AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; APPOINTING FIRST UNION NATIONAL BANK AS PAYING AGENT AND REGISTRAR FOR THE BONDS; APPROVING THE FORM AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING THE PURCHASE OF A MUNICIPAL BOND INSURANCE POLICY AND RESERVE ACCOUNT SURETY BOND FOR THE BONDS AND MAKING CERTAIN COVENANTS IN CONNECTION THEREWITH; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE OWNERS OF SUCH BONDS; PROVIDING FOR THE CREATION OF FUNDS AND ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA:

ARTICLE I

GENERAL

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

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Payment Date next

preceding the date of computation or the date of computation if an Interest Payment Date, plus, if such date of computation shall not be an Interest Payment Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Payment Date and the Accreted Value as of the immediately succeeding Interest Payment Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts.

"Act" shall mean Part II, Chapter 166, Florida Statutes, Article VIII, Section 2(b), Constitution of the State of Florida, the Charter of the Issuer and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 5.02 hereof.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.08 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.05 hereof.

"Authorized Depository" shall mean a qualified public depository, as defined in Chapter 280, Florida Statutes, or any successor provision thereof.

"Authorized Investments" shall mean any of the following which shall be authorized from time to time by applicable laws of the State for deposit or purchase by the Issuer for the investment of its funds:

- (1) Federal Securities and obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
- (2) Interest-bearing time deposits or savings accounts in banks organized under the laws of the State, in national banks organized under the laws of the United States and doing business and situated in the State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in the State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;
- (3) Obligations of the federal farm credit banks; the Federal Home Loan Mortgage Corporation, including Federal Home Loan Mortgage Corporation participation certificates; or the Federal Home Loan Bank or its district banks or obligations guaranteed by the Government National Mortgage Association;
- (4) Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association;

- (5) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to Federal Securities and to repurchase agreements fully collateralized by such Federal Securities and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
- (6) The Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes; or
- (7) Any other investment approved in writing by each Insurer of Bonds secured by the funds being invested.

"Authorized Issuer Officer" for the performance on the behalf of the Issuer of any act of the Issuer or the execution of any instrument on behalf of the Issuer shall mean the Village Manager or any other person authorized by resolution of the Issuer or appointed by certificate of the Mayor to perform such act or sign such document.

"Balloon Indebtedness" shall mean indebtedness 25% or more of the principal payments of which are due in a Fiscal Year and which indebtedness is not required to be paid over its term on a substantially level debt service basis on a Fiscal Year basis, and indebtedness 25% or more of the principal of which may, at the option of the holder or registered owner thereof, be redeemed in a Fiscal Year.

"Beneficial Owner" means any person which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 1999 Bonds (including persons holding Series 1999 Bonds through nominees, depositories or other intermediaries) or (ii) is treated as the owner of the Series 1999 Bonds for federal income tax purposes.

"Bond Counsel" shall mean any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

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

"Bondholder" or "Holder" or "holder" shall mean any Person who shall be the registered owner of any Outstanding Bond or Bonds according to the registration books of the Issuer.

"Bonds" shall mean the Series 1999 Bonds, any Additional Bonds and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 5.04 hereof.

"Business Day" shall mean, as to any Series of Bonds, any day on which any Paying Agent for such Series is open for business.

"Capital Appreciation Bonds" shall mean those Bonds so designated by Supplemental Resolution, which may be either Serial Bonds or Term Bonds and which shall bear interest payable at maturity or redemption. In the case of Capital Appreciation Bonds that are convertible to Bonds with interest payable prior to maturity or prior to redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time prior to such conversion.

"Clerk" shall mean the Village Clerk of the Issuer or such other person as may be duly authorized by the Clerk to act on his or her behalf.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder, whether proposed, temporary or final, promulgated by the Department of the Treasury, Internal Revenue Service.

"Construction Fund" shall mean the Construction Fund established pursuant to Section 4.03 hereof.

"Cost" when used in connection with a Project, shall mean all amounts permitted to be paid by State law, including costs of issuance of Bonds.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person providing a Credit Facility as designated in the Supplemental Resolution providing for the issuance of such Bonds. Any Credit Bank must be rated in the highest short-term or long-term rating category assigned by Moody's and S&P.

"Credit Facility" shall mean as to any particular Series of Bonds, a letter of credit, a line of credit or another credit or liquidity enhancement facility (other than insurance policies issued by an Insurer, Reserve Fund Insurance Policies or Reserve Fund Letters of Credit), as approved in the Supplemental Resolution providing for the issuance of such Bonds.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 4.03 hereof.

"Debt Service Requirement" for any Fiscal Year shall mean the sum of:

(1) The aggregate amount of interest becoming due on the Bonds, other than Capital Appreciation Bonds, during such Fiscal Year. Except as otherwise specified in this Resolution, for purposes of this definition, the interest due on any Variable Rate Bonds shall be assumed to be the greater of (a) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period that such Bonds shall have been outstanding, or (b) the actual rate of interest borne by such Variable Rate Bonds on the date of calculation.



(2) The aggregate amount of principal becoming due on the Bonds, other than Capital Appreciation Bonds, for such Fiscal Year, whether by reason of maturity or mandatory redemption.

(3) The aggregate amount of Accreted Value due on any Capital Appreciation Bonds maturing in such Fiscal Year.

In determining the amount of principal and interest becoming due on Bonds in any Fiscal Year, the following rules shall apply:

(a) With respect to Balloon Indebtedness, the principal and interest becoming due on the Bonds shall be calculated based upon the assumption that the amount of principal and interest which will be payable in a given period is equal to the amount which would be payable on such Balloon Indebtedness if such Balloon Indebtedness were amortized (i) from the date of such calculation over a period equal to twenty (20) years, if such Balloon Indebtedness matures twenty (20) years or more from the date of such calculation, or (ii) if the period from the date of such calculation to the final maturity of such Balloon Indebtedness is less than twenty (20) years, then the actual number of years to maturity shall be used, on a level annual debt service basis calculated on a Fiscal Year basis, at an interest rate, if such Balloon Indebtedness bears interest at a fixed interest rate for its entire term, equal to the actual interest rate on such Balloon Indebtedness, and if such Balloon Indebtedness does not bear interest at a fixed rate for its entire term, bearing interest at a rate calculated in accordance with the methodology established above for Variable Rate Bonds.

"Event of Default" shall mean the occurrence of any event designated as such pursuant to Section 6.01 hereof.

"Federal Securities" shall mean negotiable direct obligations of the United States of America.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Issuer.

"Fitch" means Fitch IBCA, Inc., the nationally recognized securities rating firm, and any successor or successors thereto; and if such corporation shall be dissolved or liquidated or shall no longer perform securities rating functions, shall mean any other nationally recognized securities rating firm designated by the Issuer and approved by the Insurer and/or the Credit Bank, as applicable.

"Governing Body" shall mean the Village Council of the Issuer or its successor in function.

"Insurer" shall mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and with respect to any Series of

Bonds, which shall have insured or guaranteed payment of the principal of or interest on such Bonds, and as to the Series 1999 Bonds, means Ambac Assurance Corporation.

"Interest Payment Date" shall be such date or dates for the payment of interest on a Series of Bonds as shall be provided by Section 2.02 hereof or by Supplemental Resolution.

"Issuer" shall mean the Village of Wellington, Florida.

"Maximum Debt Service Requirement" shall mean, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Bonds for the then current or any future Fiscal Year.

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

"Mayor" shall mean the Mayor of the Issuer or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Moody's" shall mean Moody's Investors Service, Inc., a Delaware corporation, the nationally recognized securities rating firm, and any successor or successors thereto; and if such corporation shall be dissolved or liquidated or shall no longer perform securities rating functions, shall mean any other nationally recognized securities rating firm designated by the Issuer and approved by the Insurer and/or the Credit Bank, as applicable.

"Note" shall mean the Promissory Note of the Village dated September 11, 1996 in the original principal amount of \$5,000,000.

"Outstanding" shall mean all Bonds which have been authenticated and delivered under this Resolution except, (1) Bonds for which irrevocable (including revocable notice which shall have become irrevocable) notice of redemption has been given and for which moneys have been deposited with any Paying Agent(s) solely for the payment of such Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.14, 2.15 or 2.16 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof, and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean any paying agent for Bonds appointed by or pursuant to resolution of the Governing Body, and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to resolution of the Governing Body.

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

"Pledged Accounts" shall mean, until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, except (i) moneys in any account of the Rebate Fund, and (ii) to the extent moneys on deposit in a subaccount of the Reserve Fund and/or an account of the Construction Fund are pledged solely for the payment of the Series of Bonds for which such account was established in accordance with the provisions hereof.

"Pledged Funds" shall mean the Public Service Tax Revenues and the Pledged Accounts.

"Project" shall mean any undertaking of the Issuer the cost of which is to be paid, in whole or in part, from amounts in the Construction Fund.

"Public Service Tax Revenues" shall mean all amounts received by the Issuer pursuant to the tax (the "Public Service Tax") levied on the purchase within the geographic jurisdiction of the Issuer of electricity, metered natural gas, liquified petroleum gas, either metered or bottled, manufactured gas, either metered or bottled, water service and/or telecommunication services, and services competitive with the foregoing, pursuant to Section 166.231, Florida Statutes or any successor provision thereof.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.06 hereof.

"Registrar" shall mean any registrar for the Bonds appointed by or pursuant to resolution of the Governing Body and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to resolution of the Governing Body.

"Reserve Fund" shall mean the fund of that name established pursuant to Section 4.03 hereof.

"Reserve Fund Insurance Policy" shall mean an insurance policy deposited in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B).

"Reserve Fund Letter of Credit" shall mean a Credit Facility (other than a Reserve Fund Insurance Policy) issued by any bank or national banking association, insurance company or other financial institution and then on deposit in the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B) hereof.

"Reserve Fund Requirement" shall mean, for a subaccount in the Reserve Fund, unless otherwise provided with respect to a Series of Bonds by Supplemental Resolution adopted prior to issuance of such Series, as of any date of calculation, an amount of money equal to the lesser of (1) the Maximum Debt Service Requirement for all Series of Bonds to which such subaccount relates, (2) 125% of the average annual Debt Service Requirement for all Series of Bonds to which such subaccount relates calculated on a Fiscal Year basis as of the date of issuance of the most recently issued Series secured by such subaccount, or (3) the sum of 10% of the aggregate initial principal amount of each Series of Bonds to which such subaccount relates (unless the Code requires issue price to be used instead of initial principal amount, in which case, issue price shall

be used). In computing the Reserve Fund Requirement, the interest rate on Variable Rate Bonds shall be assumed to be the lesser of (a) the 30-year Revenue Bond Index most recently published by The Bond Buyer but in no event published more than two weeks prior to the date of issuance of such Variable Rate Bonds or (b) the Maximum Interest Rate.

"Resolution" and "this Resolution" shall mean this instrument, as the same may from time to time be amended, modified or supplemented by any and all Supplemental Resolutions.

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

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

"Series 1999 Bonds" shall mean the Issuer's Public Service Tax Revenue Bonds, Series 1999, authorized pursuant to Section 2.02 hereof.

"Series 1999 Project" means various capital projects of the Village described in the comprehensive plan of the Village as may be approved by the Governing Body from time to time.

"S&P" shall mean Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, the nationally recognized securities rating firm, and any successor or successors thereto; and if such corporation shall be dissolved or liquidated or shall no longer perform securities rating functions, shall mean any other nationally recognized securities rating firm designated by the Issuer and approved by the Insurer and/or the Credit Bank, as applicable.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean any indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 5.01 hereof, and any Variable Rate Bonds which become Subordinated Indebtedness in accordance with Section 5.02(F) hereof.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution, adopted and becoming effective prior to the issuance of the Series 1999 Bonds or in accordance with the terms of Article VII hereof.

"Taxable Bond" shall mean any Bond which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such Bonds.

The terms herein, "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution. Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. Authority for This Resolution. This Resolution is adopted pursuant to the provisions of the Act.

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

[End of Article I]

## ARTICLE II

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

SECTION 2.01. Authorization of Bonds. The Issuer hereby authorizes the issuance of Bonds of the Issuer to be designated as "Village of Wellington, Florida, Public Service Tax Revenue Bonds," which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as may hereafter be provided by Supplemental Resolution or as limited by the Act or by other applicable law.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution or Supplemental Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by this Resolution and by Supplemental Resolution. The Bonds shall be issued in such denomination or denominations and such form, whether coupon or registered; shall be dated such date or dates; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agent(s) and Registrar(s); shall mature on such date or dates in such years and amounts; and the proceeds shall be used in such manner all as determined by this Resolution and by Supplemental Resolution. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy all as shall be determined by this Resolution or by Supplemental Resolution.

SECTION 2.02. Authorization, Description and Terms of Series 1999 Bonds. A Series of Bonds entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate principal amount not to exceed \$17,000,000 for the principal purpose of paying the cost of the Series 1999 Project and refinancing the Note. Such Series shall be designated as, and shall be distinguished from the Bonds of all other Series by the title "Village of Wellington, Florida, Public Service Tax Revenue Bonds, Series 1999."

The Series 1999 Bonds shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter R; shall be in denominations of \$5,000 and integral multiples thereof shall be dated, shall be issued in the aggregate principal amounts, shall bear interest at the rates per annum, computed on the basis of a 360-day year consisting of twelve thirty (30) day months, payable semi-annually on the 1st day of March and September of each year (the "Interest Payment Dates"), commencing March 1, 2000, shall have such redemption provisions and shall mature on September 1 of the years and in the amounts, as set forth in a certificate in the form attached hereto as Exhibit A signed by the Mayor or Vice-Mayor, and in the absence of the Mayor or Vice-Mayor, any other member of the Village Council or the Village Manager, provided, however, that the arbitrage yield on the Series 1999 Bonds, as calculated for purposes of the Code, shall not exceed 5.75%, the first optional redemption date for the Series 1999 Bonds shall not be later than September 1, 2009, and the maximum redemption price of the Series 1999 Bonds shall not exceed 102% of the principal amount thereof. The Mayor or the Vice-Mayor and in the absence of the Mayor or Vice-Mayor, any other member of the Village Council or the Village Manager are jointly and severally authorized to determine the details of the Series 1999 Bonds within the parameters set forth above, and upon such determination to execute a certificate in the form attached hereto as Exhibit A completed with the details of the Series 1999 Bonds, thereby establishing such details.

The principal of and premium, if applicable, on the Series 1999 Bonds are payable when due upon presentation and surrender of the Series 1999 Bonds at the office of the Paying Agent. Interest payable on any Series 1999 Bond on any Interest Payment Date will be paid by check or draft of the Paying Agent mailed on the Interest Payment Date to the Holder in whose name such Bond shall be registered at the close of business on the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date, or, unless otherwise provided by Supplemental Resolution, at the written request and expense of any Holder of at least \$500,000

in principal amount of Series 1999 Bonds (or of all Series 1999 Bonds if less than \$500,000 shall be unpaid), by bank wire transfer for the account of such Holder. In the event the interest payable on any Series 1999 Bond is not punctually paid or duly provided for by the Issuer on such Interest Payment Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice sent by the Issuer to such Holder not less than ten (10) days preceding such special record date.

All payments of principal of, premium, if any, and interest on the Series 1999 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 2.03. Paying Agent and Registrar for Series 1999 Bonds. The Issuer hereby appoints First Union National Bank as the Paying Agent and Registrar with respect to the Series 1999 Bonds, and authorizes the Mayor or Vice-Mayor to execute a paying agent and registrar agreement between First Union National Bank and the Issuer.

SECTION 2.04. Award of the Series 1999 Bonds. The Issuer hereby determines that a negotiated sale of the Series 1999 Bonds is in the best interest of the Issuer and the citizens and inhabitants of the Issuer by reason of the volatility of the market for tax-exempt bonds.

Attached hereto as Exhibit B is a form of Bond Purchase Contract (the "Bond Purchase Contract") between the Issuer and Salomon Smith Barney Inc. and First Union Capital Markets Corp. (the "Original Purchaser"). Prior to execution of the Bond Purchase Contract, the Original Purchaser shall file with the Issuer the disclosures required by Section 218.385, Florida Statutes and competitive bidding for the Series 1999 Bonds is hereby waived pursuant to the authority of Section 218.385, Florida Statutes.

Upon establishment of the terms of the Series 1999 Bonds, as described in Section 2.02 hereof, the Mayor or the Vice-Mayor, or in the absence of the Mayor or Vice-Mayor, any other member of the Village Council or the Village Manager, are, jointly and severally, authorized to award the Series 1999 Bonds to the Original Purchaser at a price of not less than 98% of the par amount thereof, exclusive of any original issue discount. The Issuer approves the form of the Bond Purchase Contract and upon award of the Series 1999 Bonds, the Mayor or Vice-Mayor or in the absence of the Mayor or Vice-Mayor, any other member of the Village Council or the Village Manager, are hereby jointly and severally authorized and directed for and in the name of the Issuer to execute and deliver the Bond Purchase Contract with such changes, alterations or corrections thereto as shall be approved by the Mayor or Vice-Mayor or in the absence of the Mayor or Vice-Mayor, any other member of the Village Council or the Village Manager, executing the same, such execution to constitute conclusive evidence of such approval.

SECTION 2.05. Official Statement for Series 1999 Bonds. The Issuer hereby approves the form and content of the Preliminary Official Statement relating to the Series 1999 Bonds attached hereto as Exhibit C, with such alterations as may be approved by the Mayor, the Vice-Mayor or the Village Manager, and authorizes its use in connection with the sale of the

Series 1999 Bonds. The Mayor, the Vice-Mayor or the Village Manager are authorized to "deem final" the Preliminary Official Statement for purposes of Securities and Exchange Commission Rule 15c2-12. The preparation of a final Official Statement for the Series 1999 Bonds, which shall be in substantially the form of the Preliminary Official Statement, changed to reflect the terms of the Series 1999 Bonds and with such other changes, alterations and corrections therein as may be approved by the Mayor or Vice-Mayor, such approval to be conclusively established by such execution, is hereby authorized, and upon preparation thereof the Mayor, the Vice-Mayor or Village Manager are jointly and severally authorized and directed for and in the name of the Issuer to execute and deliver the Official Statement, as hereby approved.

SECTION 2.06. Book Entry System for Series 1999 Bonds. The Series 1999 Bonds shall be initially registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company ("DTC"). Beneficial owners of the Series 1999 Bonds will not receive physical delivery of Series 1999 Bond certificates nor will they have a right to receive a certificate during the period that the Series 1999 Bonds are immobilized in the custody of DTC. The Issuer and the Paying Agent and Registrar are authorized and directed to execute a letter of representations with DTC in the form attached hereto as Exhibit D and to comply with the provisions thereof.

SECTION 2.07. Application of Series 1999 Bond Proceeds. Proceeds from the sale of the Series 1999 Bonds, including accrued interest, but excluding the cost of the bond insurance policy and reserve surety for the Series 1999 Bonds, which shall be paid by the Original Purchaser directly to the Insurer, shall be applied as follows:

(a) The accrued interest received upon the sale of the Series 1999 Bonds shall be deposited in the Debt Service Fund;

(b) An amount sufficient to retire the Note shall be paid to the holder of the Note on the date of issuance of the Series 1999 Bonds; and

(c) The remaining amount received upon the sale of the Series 1999 bonds shall be deposited in the Series 1999 Account of the Construction Fund.

SECTION 2.08. Ambac Municipal Bond Insurance Provisions. Notwithstanding any provision to the contrary contained herein, the following provisions shall apply with respect to any Bonds as to which Ambac Assurance has issued a Municipal Bond Insurance Policy (as such terms are hereinafter defined):

(A) "Ambac Assurance" shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.

(B) "Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by Ambac Assurance insuring the payment when due of the principal of and interest on the Bonds as provided therein.



(C) Any provision of this Resolution expressly recognizing or granting rights in or to Ambac Assurance may not be amended in any manner which affects the rights of Ambac Assurance hereunder without the prior written consent of Ambac Assurance.

(D) Unless otherwise provided in this Section, Ambac Assurance's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) execution and delivery of any Supplemental Resolution, (ii) removal of the Paying Agent or Registrar and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

(E) Any reorganization or liquidation plan with respect to the Issuer must be acceptable to Ambac Assurance. In the event of any reorganization or liquidation, Ambac Assurance shall have the right to vote on behalf of all Bondholders who hold Ambac Assurance-insured Bonds absent a default by Ambac Assurance under the applicable municipal bond insurance policy insuring such bonds.

(F) Anything in this Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, Ambac Assurance shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders under this Resolution, including, without limitation: (i) the right to accelerate the principal of the Bonds as described in this Resolution and (ii) the right to annul any declaration of acceleration, and Ambac Assurance shall be entitled to approve all waivers of events of default.

(G) Upon the occurrence of an Event of Default, Ambac Assurance may, by written notice to Issuer, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in Resolution or in the Bonds to the contrary notwithstanding.

(H) While the Municipal Bond Insurance Policy is in effect, the Issuer shall furnish to Ambac Assurance:

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer;

(b) a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Resolution relating to the security for the Bonds; and

(c) such additional information as it may reasonably request.

(I) The Issuer shall notify Ambac Assurance of any failure of the Issuer to provide any notices, certificates, or other documentation required to be provided by the Issuer hereby.

(J) The Issuer will permit Ambac Assurance to discuss the affairs, finances and accounts of the Issuer or any information Ambac Assurance may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit Ambac Assurance to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(K) Ambac Assurance shall have the right to direct an accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from Ambac Assurance shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Bonds.

(L) Notwithstanding any other provision of this Resolution, the Paying Agent or the Issuer shall immediately notify Ambac Assurance if at any time there are insufficient moneys to make any payments of principal and/or interest on the Bonds as required, and immediately upon the occurrence of any Event of Default hereunder.

(M) To the extent that the Issuer enters into a continuing disclosure agreement with respect to the Bonds, Ambac Assurance shall be included as a party to be notified.

(N) Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by Ambac Assurance pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by

the Issuer, and the assignment and pledge of the amounts pledged to repayment of the Bonds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and shall run to the benefit of Ambac Assurance, and Ambac Assurance shall be subrogated to the rights of such Bondholders.

(O) Ambac Assurance will allow only the following obligations to be used for defeasance purposes: (1) cash fully insured by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in (2) below, or (2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

(P) Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, Ambac Assurance, the Registrar, the Paying Agent and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by or on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, Ambac Assurance, the Registrar, the Paying Agent and the registered owners of the Bonds.

(Q) To the extent that this Resolution confers upon or gives or grants to Ambac Assurance any right, remedy or claim under or by reason of this Resolution, Ambac Assurance is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(R)(i) Upon the written request of Ambac Assurance, the Issuer shall take steps to remove any Paying Agent which shall have violated any provision hereof; (ii) the Issuer will provide Ambac Assurance written notice if any Paying Agent shall resign; (iii) every Paying Agent appointed under this Resolution shall be a financial institution in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authorities, having a reported capital and surplus of not less than \$75,000,000 and not objected to by Ambac Assurance; (iv) any successor Paying Agent shall not be appointed unless Ambac Assurance approves such successor in writing; (v) notwithstanding any other provisions of this Resolution in determining whether the rights of the bondholders

will be adversely affected by any action taken pursuant to the terms and provisions of this Resolution, the Paying Agent shall consider the affect on the Bondholders as if there were not municipal bond insurance policy; and (vi) notwithstanding any other provision of this Resolution, no removal, resignation or termination of the Paying Agent shall take effect until a successor, acceptable to Ambac Assurance shall be appointed

(S) "Authorized Investments" shall mean the investments described in the Resolution, but only to the extent also described below and only to the extent the same shall be permitted from time to time by applicable laws of the State:

(a) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America, including Federal Securities;

(b) obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America: Export-Import Bank; Farm Credit System Financial Assistance Corporation; Rural Economic Community Development Administration General Services Administration; U.S. Maritime Administration; Small Business Administration; Government National Mortgage Association; U.S. Department of Housing & Urban Development; Federal Housing Administration; and Federal Financing Bank;

(c) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: senior debt obligations rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; obligations of the Resolution Funding Corporation; senior debt obligations of the Federal Home Loan Bank System; senior debt obligations of other government sponsored agencies approved by Ambac Assurance;

(d) U.S. Dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of 'A-1' or 'A-1+' by S&P and 'P-1' by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the issuing bank);

(e) commercial paper which is rated at the time of purchase in the single highest classification, "A-1 +" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(f) money market funds rated 'AAAm' or 'Aaam-G' or better by S&P;

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

(h) shares of beneficial interest in the Florida Municipal Investment Trust created pursuant to Section 163.01, Florida Statutes; and

(i) other forms of investments approved in writing by Ambac Assurance with notice to S&P.

(T) The value of all investments shall be determined as of the end of each month, and shall be calculated as follows: (i) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to the time of such determination; (ii) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Issuer in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (iii) as to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interest; and (iv) as to any investment not specified above, the value thereof established by prior agreement between the Issuer and Ambac Assurance.

(U) As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Issuer and any Paying Agent agree to comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Issuer or Paying Agent will determine whether there will be sufficient funds in the funds and accounts established pursuant to the Resolution to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Issuer or Paying Agent determines that there will be insufficient funds in such funds or accounts, the Issuer or Paying Agent shall so notify Ambac Assurance. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Issuer or Paying Agent has not so notified Ambac Assurance at least one (1) day prior to an Interest Payment Date, Ambac Assurance will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which Ambac Assurance shall have received notice of nonpayment from the Issuer or Paying Agent.

(b) The Issuer or Paying Agent shall, after giving notice to Ambac Assurance as provided in (a) above, make available to Ambac Assurance and, at Ambac Assurance's direction, to the United States Trust Company of New York, as insurance trustee for Ambac Assurance, or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Issuer maintained by the Registrar or Paying Agent and all records relating to the funds and accounts maintained under this Resolution.

(c) The Issuer or Paying Agent shall provide Ambac Assurance and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from Ambac Assurance under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from Ambac Assurance and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the owners of Bonds entitled to receive full or partial principal payments from Ambac Assurance.

(d) The Issuer or Paying Agent shall at the time it provides notice to Ambac Assurance pursuant to (a) above, notify owners of Bonds entitled to receive the payment of principal or interest thereon from Ambac Assurance (i) as to the fact of such entitlement, (ii) that Ambac Assurance will remit to them all or a part of the interest payments next coming due upon proof of owner entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an

appropriate assignment of the Owner's right to payment, (iii) that should they be entitled to receive full payment of principal from Ambac's Assurance, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of Ambac Assurance) for payment to the Insurance Trustee, and not the Issuer or Paying Agent, and (iv) that should they be entitled to receive partial payment of principal from Ambac Assurance, they must surrender their Bonds for payment thereon first to the Paying Agent who shall note on such Bonds the portion of the principal paid by the Paying Agent and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Issuer or Paying Agent has notice that any payment of principal of or interest on a Bond which has become Due for Payment (as defined in the Municipal Bond Insurance Policy) and which is made to an Owner by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Issuer or Paying Agent shall, at the time Ambac Assurance is notified pursuant to (a) above, notify all Owners that in the event that any Owner's payment is so recovered, such Owner will be entitled to payment from Ambac Assurance to the extent of such recovery if sufficient funds are not otherwise available, and the Issuer or Paying Agent shall furnish to Ambac Assurance its records evidencing the payments of principal of and interest on the Bonds which have been made by the Issuer or Paying Agent and subsequently recovered from Owners and the dates on which such payments were made.

(f) In addition to those rights granted Ambac Assurance under this Resolution, Ambac Assurance shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Registrar or Paying Agent shall note Ambac Assurance's rights as subrogee on the registration books of the Issuer maintained by the Registrar or Paying Agent upon receipt from Ambac Assurance of proof of the payment of interest thereon to the Owners of the Bonds, and (ii) in the case of subrogation as to

claims for past due principal, the Registrar or Paying Agent shall note Ambac Assurance's rights as subrogee on the registration books of the Issuer maintained by the Registrar or Paying Agent, if any, upon surrender of the Bonds by the Owners thereof together with proof of the payment of principal thereof.

SECTION 2.09. Reserve Surety Provisions. Notwithstanding any provision to the contrary contained herein, the following provisions shall apply while Ambac Assurance Corporation has issued a surety bond in order to fund all or a portion of the Reserve Account Requirement for any Bonds:

- (A) "Ambac Assurance" shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance company.
- (B) "Surety Bond" shall mean the surety bond issued by Ambac Assurance guaranteeing certain payments into the Reserve Account with respect to the Bonds as provided therein and subject to the limitations set forth therein.
- (C) Any provision of this Resolution expressly recognizing or granting rights in or to Ambac Assurance may not be amended in any manner which affects the rights of Ambac Assurance hereunder without the prior written consent of Ambac Assurance.
- (D) Unless otherwise provided in this Section, Ambac Assurance's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) execution and delivery of any Supplemental Resolution, (ii) removal of the Paying Agent or Registrar and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.
- (E) While the Surety Bond is in effect, the Issuer shall furnish to Ambac Assurance:
  - (a) as soon as practicable after the filing thereof, a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer;
  - (b) a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Resolution relating to the security for the Bonds; and
  - (c) such additional information as it may reasonably request.



- (F) The Issuer will permit Ambac Assurance to discuss the affairs, finances and accounts of the Issuer or any information Ambac Assurance may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit Ambac Assurance to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.
- (G) Notwithstanding any other provision of this Resolution, the Paying Agent or the Issuer shall immediately notify Ambac Assurance if at any time there are insufficient moneys to make any payments of principal and/or interest on the Bonds as required, and immediately upon the occurrence of any Event of Default hereunder.
- (H) To the extent that the Issuer enters into a continuing disclosure agreement with respect to the Bonds, Ambac Assurance shall be included as a party to be notified.
- (I) As long as the Surety Bond shall be in full force and effect, the Issuer and any Paying Agent agree to comply with the following provisions:
  - (i) In the event and to the extent that moneys on deposit in the Interest Account, Principal Account and/or Bond Amortization Account, plus all amounts on deposit in and credited to the subaccount of the Reserve Account established for the Bonds in excess of the amount of the Surety Bond, are insufficient to pay the amount of the principal and interest coming due, then upon the later of (x) one (1) day after receipt by the General Counsel of Ambac Assurance of a demand for payment in the form attached to the Surety Bond as Attachment 1 (the "Demand for Payment"), duly executed by the Paying Agent certifying that payment due under this Resolution has not been made to the Paying Agent; or (y) the payment date of Obligations as specified in the Demand for Payment presented by the Paying Agent to the General Counsel of Ambac Assurance, Ambac Assurance will make a deposit of funds in an account with the Paying Agent or its successor, in New York, New York, sufficient for the payment to the Paying Agent of amounts which are then due to the Paying Agent under the Resolution (as specified in the Demand for Payment) up to but not in excess of the Surety Bond Coverage, as defined in the Surety Bond; provided, however, that in the event that the amount on deposit in or credited to the subaccount of the Reserve Account, in addition to the amount available under the Surety Bond, includes amounts available under a letter of credit, insurance policy, surety bond, or other such

funding instrument (the "Additional Funding Instrument"), draws on the Surety Bond and the Additional Funding Instrument shall be made on a pro rata basis to fund the insufficiency;

(ii) the Paying Agent shall, after submitting to Ambac Assurance the Demand for Payment as provided in (i) above, make available to Ambac Assurance all records relating to the funds and accounts maintained under this Resolution;

(iii) the Paying Agent shall, upon receipt of moneys received from the draw on the Surety Bond, as specified in the Demand for Payment, credit the subaccount of the Reserve Account to the extent of moneys received pursuant to such Demand; and

(iv) the subaccount of the Reserve Account shall be replenished in the following priority: (x) principal and interest on the Surety Bond and on any Additional Funding Instrument shall be paid first from available funds on a pro rata basis; (y) after all such amounts are paid in full, amounts necessary to fund the subaccount of the Reserve Account to the required level, after taking into account the amounts available under the Surety Bond and any Additional Funding Instrument, shall be deposited from the next available funds.

SECTION 2.10.      Execution and Delivery of the Series 1999 Bonds. The Mayor and Clerk are hereby authorized and directed on behalf of the Issuer to execute the Series 1999 Bonds as provided herein, and such officials are hereby authorized and directed upon the execution of the Series 1999 Bonds in the form and manner set forth herein to deliver the Series 1999 Bonds in the amount authorized to be issued hereunder to the Registrar for authentication and delivery to or upon the order of the Original Purchaser upon payment of the purchase price set forth herein.

SECTION 2.11.      Insurance Commitments. The Issuer accepts the Commitment for Municipal Bond Insurance and the Commitment for Surety Bond, both dated July 7, 1999, of Ambac Assurance Corporation ("Ambac") attached hereto as Exhibits E and F, respectively. The Mayor, the Vice-Mayor and Village Manager are jointly and severally authorized to execute, on behalf of the Issuer, the Guaranty Agreement attached to the Commitment for Surety Bond.

SECTION 2.12.      Execution of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal (or a facsimile thereof) of the Issuer shall be impressed or imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any

Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.13. Authentication. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.19 hereof.

SECTION 2.14. Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.12, and deliver, upon authentication by the Registrar pursuant to Section 2.13 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by resolution of the Governing Body, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Bonds shall have matured or been called for redemption or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the

same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.15 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder and shall be entitled to the same benefits and security as the Bond so lost, stolen or destroyed.

SECTION 2.16. Negotiability, Interchangeability and Transfer. The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Registrar shall keep on behalf of the Issuer books for the registration and transfer of the Bonds.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney-in-fact duly authorized in writing, Bonds may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney-in-fact duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney-in-fact. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond.

The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer shall deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, premium, if any, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, shall forthwith (a) following the 15th day of the calendar month next preceding an Interest Payment Date for such Series, (b) following the 15th day next preceding the date of first mailing of notice of redemption of any Bonds of such Series, and (c) at any other time as

reasonably requested by the Paying Agent of such Series, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and the Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of any Bonds which shall have been selected for redemption or, in the case of any proposed redemption of Bonds, during the fifteen (15) days next preceding the date of selection of Bonds to be redeemed.

SECTION 2.17. Form of Bonds. Except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution, the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Mayor prior to the issuance thereof (which necessity and/or desirability and approval shall be evidenced conclusively by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[This space intentionally blank]

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

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
VILLAGE OF WELLINGTON, FLORIDA  
PUBLIC SERVICE TAX REVENUE BOND, SERIES \_\_\_\_

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	_____, ____	_____, ____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Village of Wellington, Florida (the "Issuer"), a municipal corporation and political subdivision created and existing under and by virtue of the laws of the State of Florida, for value received, hereby promises to pay, solely from the sources of payment hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above on the Maturity Date identified above, subject to prior redemption as hereinafter provided, together with interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum (calculated on the basis of a 360-day year of twelve 30-day months) identified above on \_\_\_\_\_ and \_\_\_\_\_ of each year commencing \_\_\_\_\_, \_\_\_\_ until such Principal Amount shall have been paid or provided for.

Such Principal Amount and interest and the premium, if any, on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this bond, are payable when due upon presentation and surrender hereof at the principal office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as paying agent, or such other paying agent as the Issuer shall hereafter duly appoint (the "Paying Agent"). Payment of each installment of interest shall be made to the person in whose name this bond shall be registered on the registration books of the Issuer maintained by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the "Registrar"), at the close of business on the date which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding each interest payment date and shall be paid by a check or draft of the Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, in the case of a Holder of at least \$500,000 principal amount of Bonds (or of all Bonds if less than \$500,000 shall be unpaid), and at the written request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. In the event interest payable on this

bond is not punctually paid or duly provided for by the Issuer on such interest payment date, payment of each installment of such defaulted interest shall be made to the person in whose name this bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice sent by the Issuer to such Registered Holder not less than ten (10) days preceding such special record date.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF AND SUCH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH IN THIS PLACE.

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

IN WITNESS WHEREOF, the Village of Wellington, Florida, has issued this bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested and countersigned by the manual or facsimile signature of its Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_

VILLAGE OF WELLINGTON, FLORIDA

(SEAL)

By \_\_\_\_\_  
Mayor

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
Clerk

## CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

\_\_\_\_\_

\_\_\_\_\_  
Registrar

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

(Provisions on Reverse Side of Bond)

This bond is one of an authorized issue of bonds of the Issuer in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, Article VIII, Section 2 of the Constitution of the State of Florida, the Charter of the Issuer, and other applicable provisions of law (the "Act"), and a resolution duly adopted by the Village Council of the Issuer on \_\_\_\_\_, 1999, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

The principal of, a premium, if any, and interest on this bond are payable solely from and secured by a pledge of the Pledged Funds, as defined in and in the manner and to the extent described in the Resolution. It is expressly agreed by the registered Holder of this bond that the full faith and credit of the Issuer is not pledged to the payment of the principal of, premium, if any, of and interest on this bond and that the registered Holder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer to the payment of such principal and interest. This bond and the obligation evidenced hereby shall not constitute a lien upon any property of the Issuer, except the Pledged Funds, and shall be payable solely from the Pledged Funds in accordance with the terms of the Resolution.



(INSERT REDEMPTION PROVISIONS)

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered holders of the Bonds to be redeemed at such holders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such registered holders to the Registrar; provided, however, that no defect in any such notice to any registered holder of Bonds to be redeemed nor failure to give such notice to any such registered holder shall in any manner defeat the effectiveness of a call for redemption as to all other registered holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Any notice of redemption prepared and mailed as provided in the Resolution shall be conclusively presumed to have been duly given, whether or not the registered Holder receives the notice.

This bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the office of the Registrar upon the surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, prescribed in the Resolution. The Issuer, the Registrar and any Paying Agent shall treat the Registered Holder of this bond as the absolute owner hereof for all purposes, whether or not this bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of Bonds during the fifteen (15) days next preceding the date of selection of Bonds to be redeemed, or to make any exchange or transfer of Bonds selected for redemption.

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

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## LEGAL OPINION

[Insert appropriate approving opinion of bond counsel.]

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

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

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

UNIF TRANS MIN ACT -- \_\_\_\_\_  
(Cust.)

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

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

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

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_  
\_\_\_\_\_ Insert Social Security or Other Identifying Number of Assignee

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

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of the STAMP, SEMP  
or MSP signature guaranty medallion  
program

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

[End of Article II]

## ARTICLE III

### REDEMPTION OF BONDS

SECTION 3.01. Privilege of Redemption. Any Series of Bonds may be subject to redemption prior to maturity in the manner and on such date or dates as specified hereby or by a Supplemental Resolution adopted prior to the issuance of such Series of Bonds. The terms of this Article III shall apply to the redemption of Bonds to the extent not modified as to such Bonds by Supplemental Resolution.

SECTION 3.02. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$5,000 each and integral multiples thereof. For purposes of any optional redemption of less than all of the Outstanding Bonds of a Series, the amounts of the particular maturity or maturities to be redeemed shall be selected by the Issuer. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Registrar by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption of Bonds shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar.

Every official notice of redemption shall be filed by the Registrar with the Paying Agent and shall be dated and shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds for a maturity are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond of such maturity to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price plus accrued interest at the office of the Paying Agent.

A notice of redemption may be conditioned upon the availability of funds to pay the redemption price of the Bonds to be redeemed on the redemption date, and in such event, the notice of redemption shall expressly state that it is subject to such condition. In the event that a conditional notice of redemption is given and in the event that funds are not available to pay the redemption price of the Bonds so called for redemption, such Bonds shall continue to be Outstanding as if such notice had not been given. Provided, however, that in such event the Registrar shall on behalf of the Issuer mail a notice to the Holders of the Bonds subject to such conditional notice stating that the condition to the call was not satisfied and that the Bonds shall remain outstanding.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the principal, premium, if any, and interest on all the Bonds or portions of Bonds which are to be redeemed on that date.

The failure to give any notice of redemption, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure or defect has occurred. Any notice prepared and mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

SECTION 3.04. Redemption of Portions of Bonds. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or such Holder's attorney-in-fact duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. Payment of Redeemed Bonds. Official notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate redemption price, plus accrued interest. Each check or other transfer of funds issued by the Registrar and/or Paying Agent for the purpose of the payment of the redemption

price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be cancelled by the Registrar and shall not be reissued.

[End of Article III]

## ARTICLE IV

### SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. Bonds Not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a pledge of the Pledged Funds in accordance with the terms of this Resolution. The Issuer may cause any Series of Bonds to be payable from and secured by a Credit Facility or a Bond Insurance Policy not applicable to any one or more other Series of Bonds. The Issuer may, as further provided herein, cause one or more Series of Bonds to be payable from one or more subaccounts in the Reserve Fund, or to not be secured by any subaccount in the Reserve Fund. No Holder of any Bond or any Credit Bank or any Insurer shall ever have the right to compel the exercise of the ad valorem taxing power of the Issuer to pay such Bond or be entitled to payment of such Bond from any moneys of the Issuer except the Pledged Funds, in the manner provided herein.

SECTION 4.02. Security for Bonds. The payment of the principal of and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or any Bond Insurance Policy not applicable to any one or more other Series of Bonds, as shall be provided by Supplemental Resolution, in addition to the security provided herein. The Issuer does hereby irrevocably pledge the Pledged Funds in the manner provided in this Resolution to the payment of the principal of, premium, if any, and interest on the Bonds. Provided that if the Issuer is not in default in the performance of its obligations hereunder, the Issuer may use any Public Service Tax Revenues in excess of the amount necessary to be used to satisfy the Issuer's obligations hereunder for any lawful purpose of the Issuer.

SECTION 4.03. Funds and Accounts. The Issuer covenants and agrees to establish with one or more Authorized Depositories the following separate funds:

- (1) "Construction Fund" (the "Construction Fund"),
- (2) "Debt Service Fund" (the "Debt Service Fund"), and
- (3) "Reserve Fund" (the "Reserve Fund"), and therein, a "1999 Subaccount" which shall jointly secure all Series of Bonds, unless under the provisions of the Supplemental Resolution(s) authorizing one or more Series of Bonds, such Series of Bonds is or are not to be secured by a subaccount in the Reserve Fund or is or are to be separately secured by a separate subaccount in the Reserve Fund, in which case a separate subaccount in the Reserve Fund may secure only such Series of Bonds.

The Issuer shall at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Issuer and/or the Bondholders, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees.

SECTION 4.04. Construction Fund. The Issuer shall establish within the Construction Fund a separate account for each Series of Bonds the proceeds of which are to be deposited in whole or in part in the Construction Fund. Moneys in each account of the Construction Fund, until applied in payment of any item of the Cost of a Project, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Series of Bonds the proceeds of which were deposited in such account and held for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source.

The Issuer may make disbursements or payments from the Construction Fund to pay the Cost of a Project. Promptly after the date of the completion of a Project, and after paying or making provisions for the payment of all unpaid items of the Cost of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in the applicable account of the Construction Fund in (1) another account of the Construction Fund established in connection with another Series of Bonds for which the Authorized Issuer Officer has stated that there are insufficient moneys present to pay the Cost of the related Project, (2) one or more subaccounts in the Reserve Fund, to the extent of a deficiency therein, and (3) (i) the Debt Service Fund or (ii) such other fund or account of the Issuer, including those established hereunder, as shall be determined by the Governing Body, provided the Issuer has received an opinion of Bond Counsel to the effect that such transfer to such other fund or account shall not adversely affect the exclusion, if any, of interest on the Bonds from gross income for federal income tax purposes.

SECTION 4.05. Debt Service Fund; Reserve Fund. (A) Subject to Sections 4.01 and 4.02 hereof, the Issuer shall deposit into or credit to the Debt Service Fund amounts sufficient to provide for the payment of principal and interest due on the Bonds as the same shall become due and payable. Moneys in the Debt Service Fund shall be applied by the Issuer to pay the principal of and interest on the Bonds as and when the same shall become due and payable, or to reimburse a Credit Bank for amounts drawn for such purpose, and for no other purpose. Subject to Sections 4.01 and 4.02 hereof, the Issuer shall adjust the amount on deposit in the Debt Service Fund no later than the fifth (5th) day preceding any Interest Payment Date or principal payment date so as to provide sufficient moneys in the Debt Service Fund to pay the debt service on the Bonds becoming due on such Interest Payment Date or principal payment date.



(B) If for any reason there shall be a deficiency in any subaccount of the Reserve Fund, subject to Section 4.01, 4.02 and 4.05(A) hereof, the Issuer shall deposit into or credit to each subaccount of the Reserve Fund such sum, if any, as will be sufficient to restore in not more than 12 months the funds on deposit therein to an amount equal to the Reserve Fund Requirement therefor, including the reinstatement of any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit on deposit therein or the cash replacement thereof. In the event the amounts available for such purpose shall be insufficient to make all payments required by the preceding sentence, the available amount shall be prorated among the various subaccounts in the Reserve Fund in the same proportion that the Reserve Fund Requirement for each subaccount bears to the total Reserve Fund Requirement for all such subaccounts. On or prior to each principal payment date and Interest Payment Date for the Bonds, moneys in each subaccount of the Reserve Fund shall be applied by the Issuer to the payment of the principal of and interest on the Series of Bonds to which such subaccount relates to the extent moneys in the Debt Service Fund shall be insufficient for such purpose. Whenever upon valuation (see Section 4.07) of any subaccount of the Reserve Fund there shall be moneys in any subaccount of the Reserve Fund in excess of the Reserve Fund Requirement therefor, such excess moneys shall be deposited by the Issuer into the Debt Service Fund.

Upon the issuance of any Series of Bonds, under the terms, limitations and conditions as herein provided, the Issuer shall provide for the funding of a subaccount in the Reserve Fund in an amount equal to the Reserve Fund Requirement, if any, for such Series

Whenever moneys on deposit in a subaccount of the Reserve Fund, together with the available amounts in the Debt Service Fund, are sufficient to fully pay all Outstanding Bonds (including principal and interest thereon) of the Series secured by such subaccount in accordance with their terms, the funds on deposit in such subaccount may be applied to the payment of such Series of Bonds.

Notwithstanding the foregoing provisions, with the written consent of each Insurer, if any, of the Series of Bonds secured thereby, in lieu of the required deposits into a subaccount of the Reserve Fund, and/or in substitution for money on deposit in a subaccount of the Reserve Fund, the Issuer may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums then on deposit in such subaccount of the Reserve Fund, if any, and, in the case of a substitution of a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit for money on deposit in such subaccount of the Reserve Fund, the Issuer may withdraw money from such subaccount of the Reserve Fund in excess of the Reserve Fund Requirement and may use such money for any lawful purpose provided the Issuer first obtains an opinion of Bond Counsel that such use is permitted and will not, in and of itself, adversely affect the exclusion from gross income of interest on any Bonds other than any Taxable Bonds. Such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit shall be payable to the Paying Agent for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose

If five (5) days prior to an Interest Payment Date or principal payment date, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit, and (b) the Insurer, if any, of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer or Insurer to provide moneys sufficient to pay all amounts due on such interest payment or redemption date.

If a disbursement is made from a Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit provided pursuant to this Section 4.05(B), the Issuer shall reinstate the maximum limits of such Reserve Fund Insurance Policy and/or Reserve Fund Letter of Credit following such disbursement from moneys becoming available in the applicable subaccount of the Reserve Fund, by depositing funds in the amount of the disbursement made under such instrument with the issuer thereof. In addition, after the amount on deposit in the applicable subaccount of the Reserve Fund equals the Reserve Fund Requirement therefor, the Issuer shall reimburse the issuer of the Reserve Fund Insurance Policy and/or the issuer of the Reserve Fund Letter of Credit for interest and all reasonable expenses incurred by such issuer in connection with the draw on such Reserve Fund Insurance Policy or the Reserve Fund Letter of Credit, as the case may be, if the Issuer is so obligated under the terms of the Reserve Fund Insurance Policy, or Reserve Fund Letter of Credit.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note or other written evidence thereof, provided, however, any such note or written evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from moneys available in the applicable subaccount of the Reserve Fund in accordance with the provisions of this Section 4.05(B).

SECTION 4.06. Rebate Fund. There is hereby ordered established with an authorized depository a fund to be known as the "Rebate Fund" and therein an account to be known as the "Series 1999 Account." If so provided by Supplemental Resolution with respect to any Series of Bonds, the Issuer may establish a separate account in the Rebate Fund. Amounts on deposit in any account the Rebate Fund shall be held in trust by the Issuer and used solely to make required payments to the United States Treasury (except to the extent the same may be transferred to the Debt Service Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it pursuant to Section 5.15 hereof, including, but not limited to:

(1) making a determination in accordance with the Code of the amount necessary to be deposited in the Rebate Fund;

(2) depositing into the Rebate Fund from Pledged Funds or from other moneys of the Issuer legally available for such purpose the amount determined in clause (1) above;

(3) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(4) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds of the Series of which such accounts were created.

If at any time the Issuer shall determine that the amount on deposit in the Rebate Fund exceeds the amount necessary to be on deposit therein to satisfy the foregoing covenants of the Issuer, the Issuer may use all or a portion of the amount on deposit in the Rebate Fund for any lawful purpose of the Issuer.

SECTION 4.07. Investments. All funds and accounts hereunder shall be continuously secured in the manner by which the deposit of public funds are authorized and required to be secured by the laws of the State. Moneys on deposit in the Reserve Fund, Construction Fund, the Rebate Fund and the Debt Service Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed.

Any and all income received by the Issuer from the investment of moneys in the funds and accounts established pursuant to this Resolution shall be retained in such respective fund or account unless otherwise required by applicable law, provided that income received by the Issuer from the investment of moneys in any subaccount of the Reserve Fund to the extent the amount therein is greater than the Reserve Fund Requirement shall be deposited in the Debt Service Fund.

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

All investments shall be valued at their fair market values. Amounts in the Reserve Fund shall be valued on each Interest Payment Date after the payments due on the Bonds on such date shall have been made.

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

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

[End of Article IV]

## ARTICLE V

### SUBORDINATED INDEBTEDNESS ADDITIONAL BONDS, AND COVENANTS OF ISSUER

SECTION 5.01. Subordinated Indebtedness. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness that are not Additional Bonds and that are payable in whole or in part out of the Pledged Funds and which may be secured by a pledge of the Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued pursuant to Section 5.02 hereof.

SECTION 5.02. Issuance of Additional Bonds. No Additional Bonds, payable from the Pledged Funds on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any purpose permitted by law.

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

(A) The Issuer shall certify that it is current in all deposits into the various funds and accounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution and has complied with the covenants and agreements of this Resolution.

(B) The Issuer shall certify that the amount of Public Service Tax Revenues adjusted as provided in Section 5.02(E) hereof for the immediately preceding Fiscal Year or any twelve (12) consecutive months selected by the Issuer of the eighteen (18) months immediately preceding the issuance of such Additional Bonds, as the case may be, equals at least 1.25 times the Maximum Debt Service Requirement for all Outstanding Bonds and such Additional Bonds then proposed to be issued, and that no Event of Default was disclosed in the report of the most recent Annual Audit, or if an Event of Default was so disclosed, that it shall have been cured.

(C) In computing the Maximum Debt Service Requirement for purposes of this Section 5.02, the interest rate on outstanding Variable Rate Bonds, and on any additional parity Variable Rate Bonds then proposed to be issued, shall be deemed to be the Maximum Interest Rate applicable thereto. In addition, in connection with the issuance of any Variable Rate Bonds, at the time of issuance of such Variable Rate Bonds, the Maximum Interest Rate applicable thereto shall be established.

(D) For the purposes of this Section 5.02, the phrase "immediately preceding Fiscal Year or any twelve (12) consecutive months selected by the Issuer of the eighteen (18) months immediately preceding the issuance of such Additional Bonds" shall be sometimes referred to as "twelve consecutive months."

(E) If the Issuer, prior to the issuance of the proposed Additional Bonds but not prior to the beginning of such twelve consecutive months, shall have increased the rate at which the Public Service Tax shall be imposed, shall have expanded the geographic boundaries of the Issuer or shall have expanded the scope of purchases subject to the tax, the Public Service Tax Revenues for the twelve consecutive months shall be adjusted to show the Public Service Tax Revenues which would have been derived in such twelve consecutive months if such increased rate, expanded boundary or expanded scope had been in effect during all of such twelve consecutive months

(F) Except as otherwise provided herein, Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution; provided, however, any Supplemental Resolution authorizing the issuance of Additional Bonds may provide that any of the covenants herein contained will not be applicable to such Additional Bonds, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of any Bonds which shall then be Outstanding. Except as expressly provided herein or in a Supplemental Resolution, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other; provided, however, that the Issuer shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Bonds pursuant to this Section 5.02 that in the event the principal thereof is accelerated due to such Bonds being held by the issuer of a Credit Facility, the lien of such Bonds on the Pledged Funds shall be subordinate in all respects to the pledge of the Pledged Funds created by this Resolution.

(G) In the event any Additional Bonds are issued in whole or in part for the purpose of refunding any Bonds then Outstanding, the conditions of Section 5.02(B) shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in the aggregate amount of principal of and interest on the Outstanding Bonds becoming due in the current Fiscal Year and/or all or any subsequent Fiscal Years. The conditions of Section 5.02(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 5.03. Bond Anticipation Notes. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by resolution of the Issuer.

SECTION 5.04. Accession of Subordinated Indebtedness to Parity Status with Bonds. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete

parity with the Bonds, if the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Section 5.02 hereof, assuming, for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

SECTION 5.05. Annual Budget. The Issuer shall annually prepare and adopt an Annual Budget in accordance with applicable law. The Issuer shall mail copies of such Annual Budgets and amended Annual Budgets to any Holder who shall file an address with the Clerk and request in writing that copies of all such Annual Budgets be furnished to such Holder. The Issuer shall be permitted to make a reasonable charge for furnishing to any Holder such Annual Budgets.

SECTION 5.06. Public Service Tax. The Issuer covenants to continue to impose the Public Service Tax while any of the Bonds shall be outstanding and that it will not take any action or fail to take any action that might result in a suspension or termination of the receipt of the Public Service Tax Revenues; that it will take all appropriate action to keep and maintain the Public Service Tax Revenues at levels sufficient to enable it to perform its obligations hereunder and, to the extent necessary, to levy and impose a Public Service Tax at a rate, up to the maximum lawful rate, on all or such purchases as shall be permitted by law, in order to enable the Issuer to fulfill its obligations hereunder.

SECTION 5.07. Books and Records. The Issuer will keep books, records and accounts of the receipt of the Pledged Funds in accordance with generally accepted accounting principles, and any Credit Bank, Insurer, or Holder of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

The Issuer covenants that within one hundred eighty (180) days of the close of each Fiscal Year it will cause to be prepared and filed with the Clerk and mailed to all Credit Banks, Insurers and Holders who shall have filed their names and addresses with the Clerk for such purpose a statement setting forth in respect of the preceding Fiscal Year: (A) the amount of the Pledged Funds received in the preceding Fiscal Year; (B) the total amounts deposited to the credit of each fund and account created under the provisions of this Resolution; (C) the principal amount of all Bonds issued, paid, purchased or redeemed; and (D) the amounts on deposit at the end of such Fiscal Year to the credit of each such fund or account.

SECTION 5.08. Annual Audit. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. A copy of each Annual Audit shall regularly be furnished to any Credit Bank, to any Insurer and to any Holder who shall have furnished an address to the Clerk and requested in writing that the same be furnished to such Holder. The Issuer shall be permitted to make a reasonable charge for furnishing to any Holder such Annual Audit.

SECTION 5.09. No Impairment. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Governing Body. This provision shall not, however, be deemed to prohibit the reduction or revision of the Public Service Tax if such reduction or revision will not result in a violation of Section 5.06 hereof.

SECTION 5.10. Special Covenants Relating to Reserve Fund Insurance Policy or Reserve Fund Letter of Credit.

(A) The Issuer shall annually submit to the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit, records of withdrawals on such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be, received by the Paying Agent and remaining unreimbursed, the respective dates of such withdrawals, the interest accrued on such withdrawals and the aggregate amount of interest due by the Issuer to the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

(B) The Issuer hereby acknowledges that the issuer of the Reserve Fund Insurance Policy and/or the Reserve Fund Letter of Credit shall be deemed a third-party beneficiary of this Resolution, but not on a parity with the Bondholders, for the purpose of enforcing the terms, conditions and obligations of the Resolution which benefit the issuer of such Reserve Fund Insurance Policy or such Reserve Fund Letter of Credit, as the case may be.

SECTION 5.11. Covenants with Credit Banks and Insurers. The Issuer may make such covenants as it may in its sole discretion, determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth in full in this Resolution.

SECTION 5.12. Federal Income Tax Covenants; Taxable Bonds.

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

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



Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(1) to pay to the United States of America from amounts in the Rebate Fund and from any other legally available funds, at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Bonds, plus any income attributable to such excess (the "Rebate Amount");

(2) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code;

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

(4) to take any action that would prevent, and to refrain from taking any action that would cause, the Bonds, or any of them, to become arbitrage bonds under Section 103(b) and Section 148 of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations on the Issuer to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Unless otherwise specified in a Supplemental Resolution, the Issuer shall designate a certified public accountant, Bond Counsel, or other professional consultant having the skill and expertise necessary (the "Rebate Analyst") to make any and all calculations required pursuant to this Section regarding the Rebate Amount. Such calculation shall be made in the manner and at such times as specified in the Code. The Issuer shall engage and shall be responsible for paying the fees and expenses of the Rebate Analyst.

(C) The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is includible in the gross income of the Holder thereof for federal income taxation purposes, so long as each Bond of such Series states in the body thereof that interest payable thereon is subject to federal income taxation and provided that the issuance thereof will not cause the interest on any other Bonds theretofore issued hereunder to be or become includable in the gross income of the Holder thereof for federal income tax purposes. The covenants set forth in subsections (A) and (B) of this Section 5.12 shall not apply to any Taxable Bonds.

SECTION 5.13. Nonpresentment of Bonds; Disposition of Unclaimed Money. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either

at maturity, or otherwise, if funds sufficient to pay any such Bond shall have been made available to any Paying Agent for the benefit of the Holder thereof, all liability of the Issuer to the Holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of such Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on the part of such Holder under this Resolution or on, or with respect to, such Bond. Any moneys so deposited with and held by such Paying Agent for the payment of Bonds not so claimed within seven years after the date the payment of such Bonds shall have become due, whether at maturity or otherwise, shall be presumed abandoned and shall be returned to the Issuer, and the Issuer shall comply with the provisions of Chapter 717, Florida Statutes, or any successor thereof, in respect of such moneys.

SECTION 5.14. Enforcement of Public Service Tax The Issuer shall compel the prompt payment of the Public Service Tax and will vigorously enforce all of the provisions of any ordinance or resolution of the Issuer relating to the Public Service Tax.

SECTION 5.15. Continuing Disclosure Compliance The Issuer hereby covenants and agrees that, so long as any of the Series 1999 Bonds remain outstanding, it will provide, in a manner consistent with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") (a) to each nationally recognized municipal securities information repository ("NRMSIR") and to the appropriate depository designated by the State of Florida ("SID") if any, (i) on or before one hundred eighty (180) days after each fiscal year financial information and operating data of the Issuer for the preceding fiscal year of the type included in the Official Statement for the Series 1999 Bonds, including, but not necessarily limited to the operating data contained under the caption "The Public Service Tax" and (ii) if not submitted as part of the annual financial information pursuant to (i), then, when and if available, audited financial statements of the Issuer prepared in accordance with generally accepted accounting principles; (b) in a timely manner, to each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB"), and to the appropriate SID, if any, written notice of the occurrence of any of the following events with respect to the Series 1999 Bonds, if material: (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) adverse tax opinions, or events affecting the tax-exempt status of the security; (vi) modifications to rights of security holders; (vii) any call of the Series 1999 Bonds for redemption other than mandatory sinking fund redemptions of Term Bonds; (viii) defeasances; (ix) release, substitution, or sale of property securing the repayment of the securities; (x) substitution of credit or liquidity providers, or their failure to perform; (xi) rating changes; (xii) any change in the fiscal year of the Issuer; (c) in a timely manner, to each NRMSIR or the MSRB, and to the appropriate SID, if any, written notice of a failure of the Issuer to provide the financial information described in (a)(i) above, on or before the date specified above, and (d) any other information required to be disclosed to any person to whom it is required to be disclosed by the Rule.

The Issuer also covenants to promptly provide a copy of the above information to the Paying Agent, each Insurer and the Original Purchaser of the Series 1999 Bonds. The Paying Agent shall provide such information to any requesting Bondholder of the Series 1999 Bonds and

any requesting Beneficial Owners, provided that the Paying Agent shall be entitled to charge such requesting Bondholder or Beneficial Owner an amount sufficient to reimburse the itself for costs incurred for copying and shipping such information.

The foregoing covenants shall run to the benefit of the Series 1999 Bondholders and the Beneficial Owners. However, failure to meet the covenants set forth in this Section 5.15 shall not be deemed to constitute an event of default or a breach of any other covenant under this resolution or any Supplemental Resolution and the sole remedy for such a default or breach shall be as described in the next paragraph.

The Bondholder of any Series 1999 Bond or any Beneficial Owner may either at law or in equity, by suit, action, mandamus or other proceeding in any court or competent jurisdiction, protect and enforce any and all rights granted or contained in this Section 5.15 and may enforce any compel the performance of all duties required hereby to be performed by the Issuer or by any officers thereof. Notwithstanding the foregoing, the enforcement of the covenants contemplated hereby shall not affect the validity or enforceability of the Series 1999 bonds.

Notwithstanding any other provision of this Resolution, this Section 5.15 may be amended only as follows: (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer or the type of business conducted by the Issuer; (b) the provisions of this Section 5.15, as amended, would have complied with the requirements of Rule 15c2-12 of the Securities and Exchange Commission as in effect as of the date of issuance of the Series 1999 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (c) the amendment does not materially impair the interest of the Series 1999 Bondholders and/or Beneficial Owners as determined by an opinion of Bond Counsel delivered to the Issuer, or by approving vote of the Beneficial Owners of the Series 1999 Bonds at the time of the amendment. In the event of any amendment hereto, the annual financial information provided subsequent to such amendment shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided by the Issuer. If the amendment affects the accounting principles to be followed in preparing financial statements of the Issuer, the annual financial information for the year in which the change is made must present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison must include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer to meet its obligations. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles must be sent to each NRMSIR or the MSRB and the appropriate SID, if any.

[End of Article V]

## ARTICLE VI

### DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default. The following events shall each constitute an Event of Default hereunder:

(A) Default shall be made in the payment of the principal of or interest on any Bond when due.

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

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, other than Section 5.15 hereof, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from any Insurer or the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding or any Credit Bank. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default cannot be cured within such thirty (30) days, but can be cured within a reasonable period of time, if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

SECTION 6.02. Remedies. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof. This paragraph shall not be deemed to be a waiver by the Issuer of its venue rights.

Subject to Section 6.07 hereof, upon the occurrence of an Event of Default, the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding may by written notice to the Issuer declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable.

The Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than a majority in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. The Holders of not less than a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. Directions to Trustee as to Remedial Proceedings. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring, or any Credit Bank providing a Credit Facility for, any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to any trustee appointed pursuant to Section 6.02 hereof, to direct the method and place of conducting all remedial proceedings to be taken by any trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that such trustee shall have the right to decline to follow any such direction which in the opinion of such trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

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

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

SECTION 6.06. Application of Moneys After Default. If an Event of Default described in Section 6.01(A) or (B) shall happen and shall not have been remedied, the Issuer or a court-appointed trustee or receiver shall apply all Pledged Funds as follows and in the following order:

(A) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent (if not the Issuer) hereunder; and

(B) To the payment of the principal of, premium, if any, and interest then due on the Bonds, as follows:

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

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

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8 01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the principal of and premium, if any, of any Bonds called for optional redemption pursuant to the provisions of this Resolution

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

SECTION 6.07. Control by Insurer or Credit Bank. Upon the occurrence and continuance of an Event of Default, each Insurer or Credit Bank, if such Insurer or Credit Bank shall have honored all of its commitments under its Bond Insurance Policy or its Credit Facility, as the case may be, shall be entitled to direct and control the enforcement of all rights and remedies with respect to the Bonds it shall insure or for which such Credit Facility is provided.

[End of Article VI]

## ARTICLE VII

### SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. Supplemental Resolution Without Bondholders' Consent. Except as provided herein, subsequent to the issuance of Bonds, no amendment, revision or revocation of this Resolution shall be enacted by the Issuer. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

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

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

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

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

(E) To specify and determine at any time prior to the first delivery of any Series of Bonds any matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination.

(F) To authorize Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Capital Appreciation Bonds or Variable Rate Bonds.

(H) To authorize Additional Bonds or Subordinated Indebtedness.

(I) To maintain or obtain a rating on any Bonds, to implement or discontinue, if necessary, a book-entry system of registration of Bonds or to preserve the tax-exempt status of Bonds.

(J) To make amendments permitted by Section 5.15 hereof.

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

Except Supplemental Resolutions described in subsections (E), (F), (H) and (J) of this Section 7.01 and Supplemental Resolutions adopted for the purpose of authorizing Additional Bonds in compliance with all applicable provisions hereof, no Supplemental Resolution adopted pursuant to this Article VII shall become effective unless approved by every Insurer; and the Issuer covenants and agrees to furnish to each Insurer an executed original transcript of the Issuer's proceedings with respect to the adoption of each Supplemental Resolution.

**SECTION 7.02. Supplemental Resolution With Bondholders', Insurer's and Credit Bank's Consent.** Except as otherwise provided in Section 7.03 hereof, subject only to the terms and provisions contained in Section 5.15 hereof and in this Section 7.02, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 7.02 shall also require the written consent of the Insurer of, or any Credit Bank providing a Credit Facility for, any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect. Except with the consent of the Holders of all Bonds Outstanding so affected by such Supplemental Resolution, no Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or any redemption premium or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds which adversely affects the rights granted by the Bonds or this Resolution in favor of any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution.

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



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

If the Holders of not less than the required percentage in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

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

SECTION 7.03. Amendment with Consent of Insurer and/or Credit Bank Only. If all of a Series of Bonds Outstanding hereunder are insured or secured as to payment of principal and interest by an Insurer or Insurers and/or by a Credit Facility provided by a Credit Bank or Credit Banks, and the Insurer or Insurers and/or the Credit Bank or Credit Banks, as applicable, are not in default, the Issuer may enact one or more Supplemental Resolutions amending all or any part of Articles I, IV, V, VI and VIII hereof with the written consent of said Insurer or Insurers and/or said Credit Bank or Credit Banks, as applicable, and the acknowledgment by said Insurer or Insurers and/or said Credit Bank or Credit Banks that its Bond Insurance Policy or its Credit Facility, as the case may be, will remain in full force and effect. The consent of the Holders of any Bonds shall not be necessary. The foregoing right of amendment, however, does not apply to any amendment to Section 5.12 hereof with respect to the exclusion, if applicable, of interest on said Bonds from the gross income of the Holders thereof for federal income tax purposes nor may any such amendment deprive the Holders of any Bond of right to payment of the Bonds from, and their lien on, the Pledged Funds and any additional security pledged hereunder. Upon filing with the Clerk of evidence of such consent of the Insurer or Insurers and/or the Credit Bank or Credit Banks as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notice of an amendment under Section 7.02 hereof.

SECTION 7.04. Required Opinion of Bond Counsel. The Issuer shall not adopt a Supplemental Resolution unless the Issuer shall have received an opinion of Bond Counsel to the effect that such action is permitted hereunder and will not impair the exclusion of the interest on any Bonds (other than Taxable Bonds) from gross income for federal income tax purposes.

[End of Article VII]

## ARTICLE VIII

### MISCELLANEOUS

SECTION 8.01. Defeasance. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to the Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to irrevocably call such Bonds for redemption and notice of such redemption shall have been duly given or irrevocable provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or non-callable Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Neither the Federal Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of, premium, if any, or interest on said Federal Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of and, premium, if any, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption thereof; provided, however, the Issuer may substitute new Federal Securities and moneys for the deposited Federal Securities and moneys if the new Federal Securities and moneys are sufficient to pay the principal of, premium, if any, and interest on such Bonds, and any trust agreement governing the deposit of such Federal Securities and moneys may provide for the investment of moneys unclaimed by Bondholders and for the payment to the Issuer of such unclaimed moneys and the investment earnings thereon. For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Federal Securities and moneys, if any, in accordance with this Section 8.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Federal Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the

total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 8.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Federal Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, premium, if any, and interest on said Bonds, provided, however, that a failure to mail such notice shall not prevent the defeasance of such Bonds.

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

In the event that the principal of, premium, if any, and interest due on the Bonds or any portion thereof shall be paid by an Insurer or Insurers, a Credit Bank or Credit Banks and/or the issuer of a Reserve Fund Letter of Credit or Reserve Fund Insurance Policy and such Insurer, Credit Bank and/or issuer shall not have been reimbursed by the Issuer, such Bonds or any portion thereof shall remain Outstanding, shall not be defeased and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and any additional security pledged hereunder, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers, such Credit Bank or Credit Banks and such issuer shall be subrogated to the rights of such Bondholders.

**SECTION 8.02.      Capital Appreciation Bonds.** For the purposes of (A) receiving payment of the redemption price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

**SECTION 8.03.      General Authority.** The members of the Governing Body and the Issuer's officers, attorneys and other agents and employees are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Bonds and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the initial purchasers of the Bonds to effectuate the sale of the Bonds to said initial purchasers.

SECTION 8.04. No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, or in any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member of the Governing Body, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Bonds or any certificate or other instrument to be executed in connection with the issuance of the Bonds, shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 8.05. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Bonds, nothing in this Resolution, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer, any Insurer, any Credit Bank and the Holders any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Bonds, all provision hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, any Insurer, any Credit Bank and the Persons who shall from time to time be the Holders.

SECTION 8.06. Sale of Bonds. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 8.07. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 8.08. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.09. Table of Contents and Headings not Part Hereof. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

SECTION 8.10. Holidays; Time. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption. All references to specified times of day shall be deemed to refer to the then prevailing time within the jurisdiction of the Issuer.

SECTION 8.11. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 20th day of July, 1999.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: Awilda Rodriguez  
Awilda Rodriguez, Village Clerk

BY: Carmin A. Priore  
Carmin A. Priore, DDS, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Hyman Ulat  
Attorney for the Village

RESOLUTION NO. R2005-69

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA PROVIDING FOR THE ISSUANCE OF \$9,995,000.00 PRINCIPAL AMOUNT OF PUBLIC SERVICE TAX REVENUE REFUNDING BONDS, SERIES 2005 IN ORDER TO REFINANCE A PORTION OF THE VILLAGE'S PUBLIC SERVICE TAX REVENUE BONDS, SERIES 1999; PROVIDING A METHOD FOR FIXING AND DETERMINING THE PRINCIPAL AMOUNT, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS OF SAID BONDS; AWARDING THE SALE OF THE BONDS TO SUNTRUST BANK; FINDING NECESSITY FOR A NEGOTIATED SALE OF SUCH BONDS; AUTHORIZING THE REDEMPTION OF A PORTION OF THE VILLAGE'S PUBLIC SERVICE TAX REVENUE BONDS, SERIES 1999; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BONDS AND CERTAIN OTHER MONEYS; DESIGNATING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; CONTAINING CERTAIN AUTHORIZATIONS AND OTHER PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution No. R99-68 adopted by the Village Council of the Village of Wellington, Florida (the "Issuer") on July 20, 1999 (the "Bond Resolution") obligations of the Issuer may be issued and may be secured by a lien upon and pledge of certain "Pledged Funds" as defined in and to the extent set forth in the Bond Resolution; and

WHEREAS, the Issuer desires to issue Bonds (the "Series 2005 Bonds") under the Bond Resolution to provide funds for the refunding and defeasance of all of the Issuer's Public Service Tax Revenue Bonds, Series 1999, maturing after September 1, 2010, and \$460,000.00 in principal of said bonds maturing September 1, 2010 (collectively, the "1999 Refunded Bonds") and to pay certain costs of issuing such Series 2005 Bonds; and

WHEREAS, the Issuer has received from SunTrust Bank (the "Original Purchaser") an offer to purchase the Series 2005 Bonds, and the Issuer has determined that the authorization of the acceptance of such offer is in the best interests of the Issuer; and

WHEREAS, it is necessary and desirable to appoint the Director of Finance as Paying Agent and Registrar for such Series 2005 Bonds; and

WHEREAS, the Bond Resolution permits the Issuer to refund and defease the lien of the 1999 Refunded Bonds by setting funds aside in an escrow fund to pay the principal of, interest on, and redemption premium, if any, on such 1999 Refunded Bonds as the same shall become due, and the Issuer desires to refund and defease the lien of the 1999 Refunded Bonds as shall be further set forth in the Escrow Deposit Agreement (hereinafter defined); and

WHEREAS, the Issuer desires to authorize the execution and delivery of an escrow deposit agreement to provide for payment of the 1999 Refunded Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida and the Bond Resolution.

Section 2. Definitions. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

Section 3. Authorization of Series 2005 Bonds. Obligations of the Issuer known as "Public Service Tax Revenue Refunding Bonds, Series 2005" (the "Series 2005 Bonds") are hereby authorized to be issued under and pursuant to the Bond Resolution in one series in the aggregate principal amount of \$9,995,000 for the principal purpose of providing funds to pay the cost of refunding the 1999 Refunded Bonds. The Series 2005 Bonds shall not be issued except in compliance with the Bond Resolution, including Section 5.02 thereof.

Section 4. Terms of the Series 2005 Bonds. The Series 2005 Bonds shall have the terms and provisions set forth in the form thereof attached hereto as Exhibit A.

Section 5. Paying Agent and Registrar. The Issuer hereby appoints the Director of Finance of the Issuer as the Paying Agent and Registrar with respect to the Series 2005 Bonds.

Section 6. Award of the Series 2005 Bonds. The Issuer hereby determines that a negotiated sale of the Series 2005 Bonds is in the best interest of the Issuer and the citizens and inhabitants of the Issuer by reason of the volatility of the market for tax-exempt bonds.

Attached hereto as Exhibit B is a commitment letter from SunTrust Bank (the "Original Purchaser") to the Issuer, the terms of which are hereby accepted by the Issuer. Prior to issuance of the Series 2005 Bonds, the Original Purchaser shall file with the Issuer the disclosures required by Section 218.385, Florida Statutes, and competitive bidding for the Series 2005 Bonds is hereby waived pursuant to the authority of Section 218.385, Florida Statutes.

Section 7. Application of Bond Proceeds. Proceeds from the sale of the Series 2005 Bonds shall be applied as follows:

(a) An amount which, together with other available amounts, shall be sufficient to refund the 1999 Refunded Bonds, shall be deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement.

(b) The remaining amount received upon the sale of the Series 2005 Bonds shall be deposited in the Series 2005 Account of the Construction Fund, which is hereby ordered established



Section 8. Execution and Delivery of the Series 2005 Bonds The Mayor and Clerk are hereby authorized and directed on behalf of the Issuer to execute the Series 2005 Bonds as provided in the Bond Resolution and herein, and such officials are hereby authorized and directed upon the execution of the Series 2005 Bonds in the form and manner set forth herein and in the Bond Resolution to deliver the Series 2005 Bonds in the amount authorized to be issued hereunder to the Registrar for authentication and delivery to or upon the order of the Original Purchaser upon payment of the purchase price set therefor.

Section 9. Authorizations The members of the Governing Body, the Village Manager and the Finance Director are hereby jointly and severally authorized to do all acts and things required of them by this resolution or the Bond Resolution, or desirable or consistent with the requirements hereof or thereof, for the full, punctual and complete performance of all terms, covenants and agreements contained in the Series 2005 Bonds, the Bond Resolution and this resolution. Any and all members of the Governing Body, the Village Manager and the Finance Director are hereby jointly and severally authorized to execute, publish, file and record such other documents, instruments, notices, and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution and the Bond Resolution.

Section 10. The 1999 Refunded Bonds The Issuer has determined that it is in the best interests of the Issuer to provide for the refunding of the 1999 Refunded Bonds

The Issuer irrevocably elects, effective upon and only upon the issuance of the Series 2005 Bonds, that the Issuer's Public Service Tax Revenue Bonds, Series 1999 then outstanding and maturing after September 1, 2010, and \$460,000 in principal amount of the Public Service Tax Revenue Bonds, Series 1999 maturing September 1, 2010, shall be called for redemption on September 1, 2008. The Issuer hereby directs that, at least thirty (30) and not more than sixty (60) days prior to September 1, 2008, Wachovia Bank, National Association, as Registrar with respect to the 1999 Refunded Bonds shall give notice of redemption of such bonds in the manner provided therein and in the Bond Resolution.

The Issuer hereby appoints Wachovia Bank, National Association (the "Escrow Agent") as the Escrow Agent with respect to the 1999 Refunded Bonds. The form of Escrow Deposit Agreement (the "Escrow Deposit Agreement") attached hereto as Exhibit C is hereby approved and the Mayor, Vice-Mayor or Village Manager are hereby jointly and severally authorized and directed for and in the name of the Issuer to execute the Escrow Deposit Agreement with such changes, alterations or corrections thereto as shall be approved by officials executing the same, such execution to constitute conclusive evidence of such approval.

The Issuer hereby appoints Grant Thornton as the independent certified public accountant to verify the calculations of the sufficiency of amounts to be deposited pursuant to the Escrow Deposit Agreement to pay the principal, premium and interest on the 1999 Refunded Bonds and to verify the calculations of the yield on the amounts invested pursuant to the Escrow Deposit Agreement, on the Refunded Bonds and on the Series 2005 Bonds.

The Village counsel, Brinkley, McNeerney, Morgan, Solomon & Tatum, LLP, shall be and are hereby authorized and directed to render such opinions with respect to the issuance of the Series

2005 Bonds as may be necessary or desirable and to act as counsel for the Issuer in all respects thereto, provided however, that such law firm has no duty to undertake any due diligence investigation or render any opinion as to the financial adequacy of the security for the Series 2005 Bonds, or the business or financial condition of the Issuer.

Moyle, Flanigan, Katz, Raymond and Sheehan, P.A. shall continue to serve as bond counsel to the Issuer with respect to the Series 2005 Bonds.

Section 11. Section 265 Designation. The reasonably anticipated amount of tax-exempt obligations (other than obligations described in Clause (ii) of Section 265(b)(3)(C) of the Code) which have been or will be issued by the Issuer during calendar year 2005 does not exceed \$10,000,000. There are no entities which issue bonds or other obligations on behalf of the Issuer and there are no subordinate entities of the Issuer. The Issuer hereby designates the Series 2005 Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B)(I) of the Code. The Issuer hereby covenants and agrees not to take any action or fail to take any action if such action or failure would cause the Series 2005 Bonds to no longer be "qualified tax-exempt obligations."

Section 12. No Reserve Fund. The Series 2005 Bonds shall not be secured by any account in the Reserve Fund, and the Reserve Fund Requirement therefor is zero.

Section 13. Financial Statements. The Issuer agrees to provide the Holder of the Series 2005 Bonds with the Annual Audit within 180 days after the end of each fiscal year of the Issuer.

Section 14. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of the Series 2005 Bonds authorized to be issued hereunder by those who shall be the Holders thereof from time to time, this resolution shall constitute a contract among the Issuer, the Insurer and such Holders, and all covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit and security of all of the Holders.

Section 15. No Implied Beneficiary. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this resolution or the Series 2005 Bonds is intended or shall be construed to give any person other than the Issuer and the Holders, any legal or equitable right, remedy or claim under or with respect to this resolution, or any covenants, conditions and provisions herein contained; this resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Holders.

Section 16. Severability. If any provision of this resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

Section 17. Compliance With Open Meetings Law. It is found and determined that all formal actions of the Village Council concerning and relating to the adoption of this Resolution were taken in an open meeting of the Village Council, and that all deliberations of the Village Council that

resulted in the formal actions were in meetings that were open to the public in compliance with all legal requirements, including Section 286 011. Florida Statutes.

Section 18. No Personal Liability Provision. No covenant or agreement contained in the Series 2005 Bonds or this Resolution shall be a covenant or agreement of any member of the Village Council, or of any officer, employee or agent of the Issuer in his or her capacity and neither the members of the Village Council, its officers, employees or agents or any other official or employee or agent signing the Series 2005 Bonds or necessary documents incident thereto, shall be personally liable on the Series 2005 Bonds or be subject to any personal liability or accountability by reason for the issuance of the Series 2005 Bonds, or on account of the execution of any of the documents herein provided for, all such liability being released as a condition of, and in consideration for, the adoption of the resolution and the issuance of the Series 2005 Bonds.

Section 19. Repealer. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of any such conflict, hereby superseded and repealed.


Section 20 Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 24th DAY OF MAY, 2005.

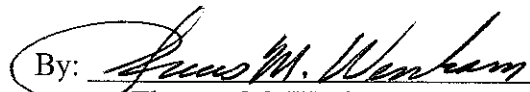
ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

By:

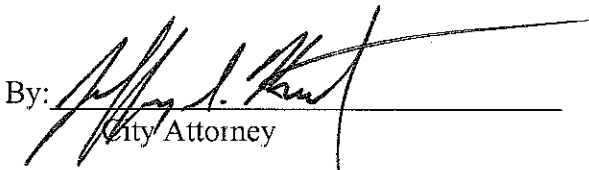
  
Awilda Rodriguez, Clerk,  
Village of Wellington

By:

  
Thomas M. Wenham, Mayor,  
Village of Wellington

Approved as to form and legal sufficiency

By:

  
City Attorney