

002434
2/25/02

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$11,500,000 FROM THE FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION; APPROVING THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, IMPROVEMENT AND EQUIPPING OF CERTAIN CAPITAL PROJECTS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; APPROVING THE EXECUTION OF AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; PROVIDING OTHER MATTERS IN THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, participating Florida counties and cities (the "Members") have created the First Florida Governmental Financing Commission (the "Commission") pursuant to that certain Interlocal Agreement dated November 26, 1985 (as amended from time to time, the "Interlocal Agreement") between various Florida counties and municipalities from time to time, including Broward County, the City of Boca Raton, the City of Clearwater, the City of Gainesville, the City of Hollywood, the City of St. Petersburg and the City of Sarasota, and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating Members for qualified projects; and

WHEREAS, the Commission is in the process of issuing its First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002 (the "Bonds") and is seeking to make loans (the "Loans") to Members; and

WHEREAS, it is hereby determined that a need exists to borrow funds to finance the cost of the acquisition, construction, reconstruction, improvement and equipping of certain capital projects within the City of Gainesville, Florida (the "Borrower") including, without limitation, acquisition of information systems projects, acquisition of properties and construction of recreation and greenspace projects, roadway construction/reconstruction projects, downtown courthouse parking facility construction project, and acquisition of properties and undertaking of redevelopment projects and other miscellaneous capital projects (collectively, the "Project"); and

WHEREAS, it is determined to be in the best interest of the Borrower to borrow funds from the Commission from the proceeds of the Bonds for purposes of financing the cost of the Project.

NOW THEREFORE, BE IT ADOPTED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA, as follows:

SECTION 1. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Borrower hereby authorizes financing the cost of the Project.

SECTION 3. Due to the complicated nature of the transaction described above and the ability of the Commission to access additional markets and for the Borrower to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Borrower that the Loan to the Borrower be made from the proceeds of the Bonds, as opposed to the Borrower borrowing funds pursuant to a public sale.

SECTION 4. The Mayor or Mayor Pro-Tempore, and the Clerk of the City Commission or the Deputy Clerk of the City Commission or any other appropriate officers of the Borrower are hereby authorized and directed to execute and deliver a Loan Agreement (the "Loan Agreement") to evidence the Loan, to be entered into by and between the Borrower and the Commission in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor or Mayor Pro-Tempore and the Clerk of the City Commission or Deputy Clerk of the City Commission, the execution thereof being conclusive evidence of such approval, subject to the approval of the City Attorney as to form and legality.

SECTION 5. The amount of the Loan of the Borrower evidenced by the Loan Agreement shall not exceed \$11,500,000. Such Loan shall be made at a discount which shall include a pro-rata portion of costs of issuance incurred by the Commission and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement authorized pursuant to Section 2 hereof with such changes, insertions and omissions as may be approved by the Mayor or Mayor Pro-Tempore and the Clerk of the City Commission or Deputy Clerk of the City Commission, subject to the approval of the City Attorney as to form and legality, but such Loan shall bear interest at a true interest cost rate not in excess of 6.00%, and shall mature no later than July 1, 2022. The redemption provisions, if any, relating to such Loan shall be as provided in the Loan Agreement.

SECTION 6. The Bonds will be issued pursuant to a Trust Indenture (the "Trust Indenture") to be executed by the Commission and SunTrust Bank, as Trustee, and such Trust Indenture, in substantially the form as attached hereto as Exhibit B is hereby approved, with such changes, insertions and omissions as may be approved and/or authorized by the Commission.

SECTION 7. The Mayor or Mayor Pro-Tempore, and the Clerk of the City Commission or the Deputy Clerk of the City Commission or any other appropriate officers of the Borrower are hereby authorized and directed to execute and deliver a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") to be executed by the Borrower in substantially the form attached hereto as Exhibit C with such changes, insertions and omissions as may be approved by the Mayor or Mayor Pro-Tempore, and the Clerk of the City Commission or the Deputy Clerk of the City Commission, the execution thereof being conclusive evidence of such approval, subject to the approval of the City Attorney as to form and legality.

SECTION 8. The Mayor or Mayor Pro-Tempore, and the Clerk of the City Commission or the Deputy Clerk of the City Commission, or any other appropriate officers

of the Borrower are hereby authorized and directed to execute any and all certifications or other instruments or documents required by this Resolution, the Loan Agreement, the Trust Indenture, the Continuing Disclosure Certificate or any other document required by the Commission as a prerequisite or precondition to making the Loan, subject to the approval of the City Attorney as to form and legality, and any such representation made therein shall be deemed to be made on behalf of the Borrower. All action taken to date by the officers of the Borrower in furtherance of the issuance of the Bonds and the making of the Loan is hereby approved, confirmed and ratified.

SECTION 9. The Representative or, in his or her absence, the First Alternate Representative (as such terms are defined in the Interlocal Agreement) of the Borrower to the Commission is hereby authorized to approve the final rates of interest on the Bonds, and the redemption provisions thereof, if any, on behalf of the Borrower.

SECTION 10. The Loan Agreement shall not be executed and delivered unless and until the Borrower has received all information required by Section 218.385, Florida Statutes.

SECTION 11. Pursuant to subsequent resolution, the Borrower may establish such additional terms as it may so determine to be in the best interests of the Borrower.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA this 25th day of February, 2002.

CITY OF GAINESVILLE, FLORIDA

(SEAL)

By: _____
Name: Thomas D. Bussing
Title: Mayor

ATTESTED BY:

By: _____
Name: Kurt Lannon
Title: Clerk of the City Commission

Approved as to form and legality:

By: _____
Name: Marion J. Radson
Title: City Attorney

EXHIBIT A
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and between

FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION

and

CITY OF GAINESVILLE, FLORIDA

Dated as of April 1, 2002

FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION
IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2002

This Instrument Prepared By:

Duane D. Draper
Bryant, Miller and Olive, P.A.
101 East Kennedy Boulevard, Suite 2100
Tampa, Florida 33602

LOAN AGREEMENT

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- EXHIBIT D - PRINCIPAL REPAYMENT SCHEDULE

LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement" or the "Agreement") dated as of April 1, 2002 and entered into between the FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION (the "Commission"), a public body corporate and politic, and the CITY OF GAINESVILLE, FLORIDA (the "Borrower"), a duly constituted municipality under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to the authority of the hereinafter defined Act, the Commission desires to loan to the Borrower the amount necessary to enable the Borrower to finance or refinance the cost of the Projects, as hereinafter defined, and the Borrower desires to borrow such amount from the Commission subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Commission is a public body corporate and politic duly created, organized and existing under and by virtue of the interlocal agreement among the City of St. Petersburg, Florida, the City of Sarasota, Florida, Manatee County, Florida, Broward County, Florida, the City of Gainesville, Florida, the City of Clearwater, Florida, Pinellas County, Florida, the City of Boca Raton, Florida and the City of Hollywood, Florida in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, the Commission has determined that there is substantial need within the State for a financing program (the "Program") which will provide funds for qualifying projects (the "Projects") for the participating Borrowers; and

WHEREAS, the Commission is authorized under the Interlocal Act to issue its revenue bonds to provide funds for such purposes; and

WHEREAS, the Commission has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Commission's issuance of revenue bonds in order to loan funds to the Borrowers to finance or refinance Projects; and

WHEREAS, the Borrower is authorized under and pursuant to the Act, as amended, to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Commission and the Borrower have determined that the lending of funds by the Commission to the Borrower pursuant to the terms of this Agreement and that certain Trust Indenture dated as of April 1, 2002, between the Commission and the Trustee (as defined herein) relating to the Bonds (as hereinafter defined), including any amendments and supplements thereto (the "Indenture"), will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Borrower, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs in the State; and

WHEREAS, neither the Commission, the Borrower nor the State or any political subdivision thereof (other than the Borrowers to the extent of their obligations under their respective Loan Agreements as that term is hereinafter defined), shall in any way be obligated to pay the principal of, premium, if any, or interest on those certain revenue bonds of the Commission designated "First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002" (the "Bonds") as the same shall become due, and the issuance of the Bonds shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment but shall be payable solely from the funds and revenues pledged under and pursuant to this Agreement and the Indenture.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

[Remainder of Page Intentionally Left Blank]

ARTICLE I DEFINITIONS

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other hereinafter defined, shall have the meanings as therein defined.

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants.

"Accounts" means the accounts created pursuant to Section 4.02 of the Indenture.

"Act" means, collectively, to the extent applicable to the Borrower, Chapter 163, Part I, Florida Statutes, Chapter 125, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, and all other applicable provisions of law.

"Additional Payments" means payments required by Section 5.03 hereof.

"Arbitrage Regulations" means the income tax regulations promulgated, proposed or applicable pursuant to Section 148 of the Code as the same may be amended or supplemented or proposed to be amended or supplemented from time to time.

"Authorized Representative" means, when used pertaining to the Commission, the Chairman of the Commission and such other designated members, agents or representatives as may hereafter be selected by Commission resolution; and, when used with reference to a Borrower which is a municipality, means the person performing the functions of the Mayor or Deputy, Acting or Vice Mayor thereof or other officer authorized to exercise the powers and performs the duties of the Mayor; and, when used with reference to a Borrower which is a county means the person performing the function of the Chairman or Vice Chairman of such Borrower or other officer authorized to exercise the powers and performs the duties of the Chairman; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

"Basic Payments" means the payments denominated as such in Section 5.01 hereof.

"Board" means the governing body of the Borrower.

"Bond Counsel" means Bryant, Miller and Olive, P.A., Tampa, Florida or any other nationally recognized bond counsel.

"Bondholder" or "Holder" or "holder of Bonds" or "Owner" or "owner of Bonds" whenever used herein with respect to a Bond, means the person in whose name such Bond is registered.

"Bond Insurance" means the insurance policy of the Bond Insurer which insures payment of the principal of and interest on the Bonds when due.

"Bond Insurance Premium" means the premiums payable to the Bond Insurer for the Bond Insurance.

"Bond Insurer" means [Ambac Assurance Corporation] and any successors thereto.

"Bonds" means the First Florida Governmental Financing Commission Improvement Revenue Bonds, Series 2002 issued pursuant to Article II of the Indenture.

"Bond Year" means a 12-month period beginning on July 2 and ending on the next July 1.

"Borrower" means the governmental unit which is described in the first paragraph and on the cover page of this Loan Agreement and which is borrowing and using the Loan proceeds to finance or refinance all or a portion of the costs of one or more Projects.

"Borrowers" means, collectively, the Borrower executing this Loan Agreement and the other governmental units which have received loans from the Commission made from proceeds of the Bonds.

"Business Day" means any day of the year which is not a Saturday or Sunday or a day on which banking institutions located in New York City or the State are required or authorized to remain closed or on which the New York Stock Exchange is closed.

"Certificate," "Statement," "Request," "Requisition" and "Order" of the Commission means, respectively, a written certificate, statement, request, requisition or order signed in the name of the Commission by its Chairman, Executive Director or such other person as may be designated and authorized to sign for the Commission. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"Closing" means the closing of a Loan pursuant to the Indenture and this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated, proposed or applicable thereunder.

"Commencement Date" means the date when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments accrues.

"Commission" means the First Florida Governmental Financing Commission.

"Cost" means "Cost" as defined in the Act.

"Cost of Issuance Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Commission or the Borrowers.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Event of Default" shall have the meaning ascribed to such term in Section 8.01 of this Agreement.

"Financial Newspaper" or "Journal" means The Wall Street Journal or The Bond Buyer or any other newspaper or journal containing financial news, printed in the English language, customarily published on each Business Day and circulated in New York, New York, and selected by the Trustee, whose decision shall be final and conclusive.

"Fiscal Year" means the fiscal year of the Borrower.

"Fitch" means Fitch Ratings.

"Funds" means the funds created pursuant to Section 4.02 of the Indenture.

"Governmental Obligations" means (i) direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, including interest on obligations of the Resolution Funding Corporation and (ii) pre-refunded municipal obligations meeting the following criteria:

(a) the municipal obligations may not be callable prior to maturity or, alternatively, the trustee has received irrevocable instructions concerning their calling and redemption;

(b) the municipal obligations are secured by cash or securities described in subparagraph (i) above (the "Defeasance Obligations"), which cash or Defeasance Obligations may be applied only to interest, principal, and premium payments of such municipal obligations;

(c) the principal and interest of the Defeasance Obligations (plus any cash in the fund) are sufficient to meet the liabilities of the municipal obligations;

(d) the Defeasance Obligations serving as security for the municipal obligations must be held by an escrow agent or a trustee; and

(e) the Defeasance Obligations are not available to satisfy any other claims, including those against the Trustee or escrow agent.

Additionally, evidences of ownership of proportionate interests in future interest and principal payments of Defeasance Obligations are permissible. Investments in these proportionate interests are limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the

obligor of the underlying obligations; and (c) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Indenture" means the Trust Indenture dated as of April 1, 2002 between the Commission and the Trustee, including any indentures supplemental thereto, pursuant to which (i) the Bonds are authorized to be issued and (ii) the Commission's interest in the Trust Estate is pledged as security for the payment of principal of, premium, if any, and interest on the Bonds.

"Interest Payment Date" means January 1 and July 1 of each year, commencing [July 1], 2002.

"Interest Period" means the semi-annual period between Interest Payment Dates.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of November 26, 1985 among the various Borrowers executing it from time to time, the original parties to which are the City of St. Petersburg, the City of Sarasota and Manatee County, as amended and supplemented by the Amended Interlocal Agreement dated as of March 21, 1986 among the City of St. Petersburg, the City of Sarasota, Manatee County and Broward County, and certain Addenda to the Interlocal Agreement, pursuant to which the City of Gainesville, the City of Clearwater, Pinellas County, the City of Boca Raton and the City of Hollywood have become members of the Commission, all as amended and supplemented from time to time.

"Investment Securities" means any of the following investments: (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, including (if such instruments become legal investments under the laws of the State for moneys held hereunder) instruments evidencing an ownership interest in securities described in this clause (1) and further including interest on obligations of the Resolution Funding Corporation; (2) evidences of ownership of proportionate interest in Government Obligations described in clause (1) of this definition limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (iii) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; (3) interest-bearing demand or time deposits (including certificates of deposit) in banks (including the Trustee) and savings and loan associations, which deposits are fully insured by the Federal Deposit Insurance Corporation ("FDIC") or which are secured at all times by collateral security (described in clause (1) of this definition) which collateral (a) is held by the Trustee or a third-party agent, (b) is not subject to liens and claims of third parties and (c) has a market value

(valued at least every 14 days) of no less than the amount of moneys so invested and interest accrued thereon and the Trustee shall have a perfected first lien in such collateral; (4) investment agreements or repurchase agreements (the maturity of which is less than thirty (30) days) with a bank or trust company organized under the laws of any state of the United States or with a national banking association, insurance company or government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York and which is a member of The Security Investors Protection Corporation or with a dealer which is rated (or the parent company of which is rated) "A" or above by Fitch and Moody's if such investments are fully secured by FDIC or collateral security described in (1) of this definition, which collateral (a) is held by the Trustee or a third-party agent during the term of such repurchase agreement, (b) is not subject to liens or claims of third parties and (c) has a market value (determined at least once every 7 days) at least equal to 103% of the amount so invested and interest accrued thereon; and (5) any other investment authorized for municipalities and counties under Florida law and approved in writing by the Bond Insurer. Notwithstanding the foregoing, the aforementioned shall only be "Investment Securities" if permitted or authorized by the investment policies of the Borrower under this Agreement.

"Liquidation Proceeds" means amounts received by the Trustee or the Commission in connection with the enforcement of any of the remedies under this Loan Agreement after the occurrence of an "Event of Default" under this Loan Agreement which has not been waived or cured.

"Loan" means the Loan made to the Borrower from Bond proceeds to finance certain Projects in the amount specified in Section 3.01 herein.

"Loans" means all loans made by the Commission under the Indenture to the Borrowers pursuant to the Loan Agreement.

"Loan Agreement" means this Loan Agreement and any amendments and supplements hereto and all other Loan Agreements relating to the Borrowers.

"Loan Agreements" means, collectively, the Loan Agreement and the other loan agreements being executed by the other Borrowers which have received loans from proceeds of the Bonds.

"Loan Repayment Date" means **[June 20]**, 2002, and thereafter each June 20 and December 20, or if such day is not a Business Day, the next preceding Business Day.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

"Loan Term" means the term provided for in Article IV of this Loan Agreement.

"Moody's" means Moody's Investors Services.

"Non-Ad Valorem Revenues" means all revenues and taxes of the Borrower derived from any source whatever other than ad valorem taxation on real and personal property,

which are legally available for Loan Repayments, excluding revenues derived from the Borrower's electric system, natural gas system, water system, wastewater system, telecommunication system ("GRUCom") and stormwater management utility system.

"Opinion of Bond Counsel" means an opinion by Bond Counsel which is selected by the Commission and acceptable to the Trustee.

"Opinion of Counsel" means an opinion in writing of a legal counsel, who may, but need not be, counsel to the Commission, a Borrower or the Trustee.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX of the Indenture; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 2.06, 2.07 or 2.09 of the Indenture.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

"Principal Fund" means the fund by that name created by Section 4.02 of the Indenture.

"Principal Payment Date" means the maturity date or mandatory redemption date of any Bond.

"Program" means the Commission's program of making Loans under the Act and pursuant to the Indenture and Loan Agreement.

"Project" or "Projects" means a governmental undertaking approved by the governing body of a Borrower for a public purpose, including the refinancing of any indebtedness relating to such an undertaking.

"Project Loan Fund" means the fund by that name established pursuant to Section 4.02 of the Indenture.

"Proportionate Share" means, with respect to any Borrower, a fraction, the numerator of which is the outstanding principal amount of the Loan of such Borrower made from proceeds of the Bonds and the denominator of which is the outstanding principal amount of all Loans made from proceeds of the Bonds and then outstanding.

"Purchase Price" means the purchase price of one or more items of a Project negotiated by a Borrower with the seller of such items.

"Redemption Price" means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption pursuant to the provisions of such Bond and the Indenture.

"Revenue Fund" means the fund by that name created by Section 4.02 of the Indenture.

"Revenues" means all Loan Repayments paid to the Trustee for the respective accounts of the Borrowers for deposit in the Principal Fund and Revenue Fund to pay principal of, premium, if any, and interest on the Bonds upon redemption, at maturity or upon acceleration of maturity, or to pay interest on the Bonds when due, and all receipts of the Trustee credited to the Borrowers under the provisions of the Loan Agreements.

"Special Record Date" means the date established pursuant to Section 10.05 of the Indenture as a record date for the payment of defaulted interest, if any, on the Bonds.

"State" means the State of Florida.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Commission and the Trustee, supplementing, modifying or amending the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized in the Indenture.

"Trust Estate" means the property, rights, Revenues and other assets pledged and assigned to the Trustee pursuant to the Granting Clauses of the Indenture.

"Trustee" means SunTrust Bank, as Trustee, or any successor thereto under the Indenture.

[Remainder of page intentionally left blank]

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER AND COMMISSION

Section 2.01. Representations, Warranties And Covenants. The Borrower and the Commission represent, warrant and covenant on the date hereof and until the end of the Loan Term for the benefit of the Trustee, the Borrower, the Bond Insurer and Bondholders, as applicable, as follows:

(a) Organization And Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State and is a duly organized and validly existing Borrower; and

(2) has all requisite power and authority to own and operate its properties and to carry on its activities as now conducted and as presently proposed to be conducted.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Commission and the Bond Insurer that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting Borrowers generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under this Agreement.

The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Commission and the Bond Insurer do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Commission and the Bond Insurer in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the Borrower, or its ability to make the payments under this Agreement when and as the same become due and payable.

(c) Pending Litigation. To the knowledge of the Borrower there are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Commission and the Bond Insurer, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Borrower, or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Agreement and the consummation of the transactions provided for in this Agreement and compliance by the Borrower with the provisions of this Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties or operations are bound as of the date of this Agreement or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Agreement or the Borrower's ability to perform fully its obligations under this Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders to which the Borrower, its properties or operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes an Event of Default, or which, upon the execution and delivery of this Agreement and/or the passage of time or giving of notice or both, would constitute an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Commission and the Bond Insurer and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Governmental Consent. The Borrower has obtained, or will obtain, all permits, approvals and findings of non-reviewability required as of the date hereof by any governmental body or officer for the acquisition and/or installation of the Project, including acquisition, construction, reconstruction, improving and equipping thereof, the financing or refinancing thereof or the reimbursement of the Borrower therefor, or the use of such Project, and, prior to the Loan, the Borrower will obtain all other such permits, approvals and findings as may be necessary for the foregoing and for such Loan and the proper application thereof; the Borrower has complied with or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any agency or other governmental body or officer in connection with the acquisition or installation of the Project, including acquisition, construction, reconstruction, improving and equipping thereof necessary for such acquisition or installation, financing or refinancing thereof or reimbursement of the Borrower therefor; and any such action is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order or other action which is applicable thereto. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, or to amounts becoming outstanding hereunder.

(g) Compliance with Law. The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to its properties, operations, finances or status as a municipal corporation or

political subdivision of the State and this Loan Agreement is a legal and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except to the extent that the enforceability hereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(h) Use of Proceeds.

(1) The Borrower will apply the proceeds of the Loan from the Commission solely for the financing or refinancing for the cost of the Projects as set forth in Exhibit A hereto. If any Project listed in Exhibit A is not paid for out of the proceeds of the Loan at the Closing of the Loan, Borrower shall, as quickly as reasonably possible, with due diligence, and in any event prior to **[April 26]**, 2005, use the remainder of the amounts listed in Exhibit A and any investment earnings thereon to pay the cost of acquiring, constructing, reconstructing, improving or equipping of such Project, provided that, such time limit may be extended by the written consent of the Commission and the Trustee, and provided further that Borrower may amend Exhibit A without the consent of the Commission or the Trustee to provide for the financing of a different or additional Project if the Borrower, after the date hereof, deems it to not be in the interest of Borrower to acquire, construct, reconstruct, improve or equip any item of such Project or the cost of the Project proves to be less than the amounts listed on Exhibit A and the investment earnings thereon. Notwithstanding the foregoing, all such proceeds shall be expended prior to **[April 26]**, 2005. The Borrower will provide the Trustee and the Commission with evidence of the expenditure of the remaining amounts of the Loan and the investment earnings thereon and the respective date(s) thereof as soon as practicable following the expenditure of all such amounts on costs of the Project.

(2) Items of cost of the Project which may be financed include all reasonable or necessary direct or indirect costs of or incidental to the acquisition, construction, reconstruction, improvement or equipping of the Project, the incidental costs of placing the same in use and financing expenses (including the application or origination fees, if any, of the Bond Insurer and the Commission), but not operating expenses.

(3) Borrower understands that the actual Loan proceeds received by it are less than the face amount of the Loan Agreement in an amount equal to a net premium equal to _____% of the stated principal amount of the Loan. The amount of Loan proceeds received by the Borrower will thus be smaller than the principal amount of the Loan. The Borrower will accordingly be responsible for repaying, through the Basic Payments portion of its Loan Repayments, the portion of the Bonds issued to fund its Loan and Borrower's Proportionate Share of the Bonds issued to fund that portion of the underwriting discount and other costs of issuing the Bonds. Any balance thereafter will be returned to the Borrower.

(4) The Borrower covenants that it will make no use of the proceeds of the Loan which are in its control at any time during the term of the Bonds which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(5) The Borrower, by the Trustee's acceptance of the Indenture, covenants that the Borrower shall neither take any action nor fail to take any action within its power and control, and to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Bonds.

(i) Project. All items constituting the Project are permissible uses of funds by the Borrower under the Act.

(j) Compliance with Interlocal Act and Interlocal Agreement. All agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Interlocal Agreement and the Interlocal Act.

Section 2.02. Covenants of Borrower. The Borrower makes the following covenants and representations as of the date hereof and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for Loan Repayment. Subject to the provisions of Section 2.02(l) hereof, the Borrower covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Loan Agreement as promptly as money becomes available directly into the appropriate Fund or Account created in the Indenture, amounts of Non-Ad Valorem Revenues of the Borrower sufficient to satisfy the Loan Repayment as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into. Such covenant and agreement on the part of the Borrower to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated and actually paid into the appropriate Fund or Account. The Borrower further acknowledges and agrees that the Indenture shall be deemed to be entered into for the benefit of the Holders of any of the Bonds and that the obligations of the Borrower to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein and in the Indenture. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Borrower does not covenant to maintain any services or programs now maintained by the Borrower which generate Non-Ad Valorem Revenues.

(b) Delivery of Information to the Bond Insurer. The Borrower shall deliver to the Bond Insurer and the Commission as soon as available and in any event within 180 days after the end of each Fiscal Year an audited statement of its financial position as of the end of such Fiscal Year and the related statements of revenues and expenses, fund balances and changes in fund balances for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported by an independent certified public accountant, whose report shall state that such financial statements present fairly the Borrower's financial position as of the end of such Fiscal Year and the results of operations and changes in financial position for such Fiscal Year. Within 75 days of the

close of each fiscal quarter, the Borrower shall file copies of its unaudited financial statements with the Commission or the Bond Insurer, if so requested by the Commission or the Bond Insurer, respectively.

(c) Information. The Borrower's chief financial officer shall, at the reasonable request of the Bond Insurer, discuss the Borrower's financial matters with the Bond Insurer or its respective designee and provide the Bond Insurer with copies of any documents reasonably requested by the Bond Insurer or its designee unless such documents or material are protected or privileged from disclosure under applicable Florida law.

(d) Indemnity. To the extent permitted by law, the Borrower will pay, and will protect, indemnify and save, the Commission, each member, officer, commissioner, employee and agent of any of the Commission and each other person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Commission, harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any person or any damage to property resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees or otherwise of the Borrower or its successor and assigns) arising or resulting from, out of, or in connection with, the Project, this Loan Agreement as a result of the breach or violation of any agreement, covenant, representation or warranty by the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith, but not including an action arising from the alleged invalidity of the Bonds, except to the extent that such invalidity is caused by an act or omission of the Borrower or is caused by the invalidity of this Loan Agreement. The Commission shall also use counsel reasonably acceptable to the Borrower in carrying out its obligations under this paragraph, except as a result of the breach or violation of any agreement, covenant, representations or warranty by the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto. The Commission shall give to the Borrower prompt notice of any such suits or claims.

The foregoing notwithstanding, nothing herein contained shall be construed and neither the Trustee, the Commission, the Bond Insurer, the State or the Bondholders shall have the right to compel the exercise of the taxing power of the Borrower in any form for the payment by the Borrower of its obligations, if any, hereunder.

The provisions of this paragraph (d) shall survive the termination of this Loan Agreement.

(e) Special Covenants and Financial Ratios. The Borrower covenants that in each Fiscal Year of the Borrower, it will not issue non-self-supporting revenue debt if after the issuance of such debt, maximum annual debt service resulting from the total outstanding non-self-supporting revenue debt service of the Borrower exceeds 50% of total general purpose Non-Ad Valorem Revenues of the Borrower received in the immediately preceding Fiscal Year of the Borrower. As used above, the term "non-self-supporting

revenue debt" shall not include any debt payable from revenues of a utility system. The Borrower covenants not to incur any indebtedness payable from non ad valorem revenue sources unless (a) it has received the written consent of the Bond Insurer (which consent shall not be unreasonably withheld) or (b) the gross non-ad valorem revenues (all legally available non-ad valorem revenues of the Borrower from whatever source including investment income, excluding revenues derived from the Borrower's electric system, natural gas system, water system, wastewater system, telecommunication system ("GRUCom") and stormwater management utility system) of the Borrower for the preceding Fiscal Year were at least 2.00 times average annual debt service of all indebtedness of the Borrower payable from such sources. For the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Bond Buyer Revenue Bond 30 Year Index or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of such Borrower. Each Borrower shall give written notice to the Bond Insurer upon the occurrence of any such indebtedness. Furthermore, the Borrower covenants that on the date of execution of this Agreement, its general fund equity, based upon the most recent audited financial statements, equals at least five percent (5%) of general fund expenditures for the year reflected in said audited financial statements.

(f) Further Assurance. The Borrower shall execute and deliver to the Trustee all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Trustee to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Trustee to validate, preserve and protect the position of the Trustee under this Loan Agreement.

(g) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's independent auditors) reflecting all of its financial transactions.

(h) Payment of Taxes, etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(i) Compliance with Laws, etc. Subject to an annual appropriation of legally available funds, the Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and lawful orders of any governmental authority, non-compliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(j) Tax-Exempt Status of Bonds. The Commission and the Borrower understand that it is the intention hereof that the interest on the Bonds not be included within the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, the Borrower and the Commission each agree that they will take all action within its control which is necessary in order for the interest on the Bonds or this Loan to remain excluded from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

The Borrower and the Commission further covenant that, to the extent they have control over the proceeds of the Bonds, they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, with respect to the payments derived from the Bonds or hereunder or with respect to the purchase of other Commission obligations, which action or failure to act may cause the Bonds to be "Arbitrage Bonds" within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower and the Commission agree to comply with the Tax Certificate as to Arbitrage and the provisions of Section 141 through 150 of the Code, including the letter of instruction attached thereto as Exhibit D, delivered by Bryant, Miller and Olive, P.A. to the Borrower and the Commission simultaneously with the issuance of the Bonds, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code.

(k) Information Reports. The Borrower covenants to provide the Commission with all material and information it possesses or has the ability to possess necessary to enable the Commission to file all reports required under Section 149(e) of the Code to assure that interest paid by the Commission on the Bonds shall, for purposes of the federal income tax, be excluded from gross income.

(l) Limited Obligations. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Borrower hereunder shall be payable only from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Borrower and no Bondholder or any other person, including the Commission, the Trustee or the Bond Insurer, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower. The obligations hereunder do not constitute an indebtedness of the Borrower within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Trustee, the Commission, the Bond Insurer, or the Bondholders or any other person shall have the right to compel the exercise of the ad valorem taxing power of the Borrower or taxation of any real or personal property therein for the payment by the Borrower of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Borrower hereunder shall not be construed as a limitation on the ability of the Borrower to pledge or covenant to pledge said revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Agreement, the Indenture or the Bonds to the contrary, the Borrower shall never be obligated to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Neither this Loan Agreement nor the

obligations of the Borrower hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower, but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Borrower and the Borrower shall have no joint liability with any other Borrower or the Commission for any of their respective liabilities, except to the extent expressly provided hereunder.

The Commission and the Borrower understand that the amounts available to be budgeted and appropriated to make Loan Payments hereunder is subject to the obligation of the Borrower to provide essential governmental services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

(m) Reporting Requirements.

(i) The Borrower will file or cause to be filed with the Bond Insurer and with the Commission any official statement issued by, or on behalf of, the Borrower in connection with the incurrence of any additional indebtedness by the Borrower. Such official statements shall be filed within sixty (60) days after the publication thereof.

(ii) The Borrower agrees to provide not later than December 31st of each year, a certificate of its chief financial officer stating that to the best of its knowledge to the effect that the Borrower is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(iii) The Borrower will file or cause to be filed with the Commission its audited financial statements within sixty (60) days after publication thereof.

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ARTICLE III THE LOAN

Section 3.01. The Loan. The Commission hereby agrees to loan to the Borrower and the Borrower hereby agrees to borrow from the Commission the sum of \$_____ which amount includes a premium equal to _____% of the principal amount of such Loan to reflect the Borrower's share of the cost of the initial issuance of the Bonds (including original issue premium) subject to the terms and conditions contained in this Loan Agreement and in the Indenture to the extent such amount is (i) approved by the Commission and (ii) approved in writing by the Bond Insurer and to the extent such amount (but not including the discount amount) is determined by the Trustee in its sole discretion to be available in the Project Loan Fund (established pursuant to Article IV of the Indenture) for such purpose, such advanced amounts to be used by the Borrower for the purposes of financing or refinancing the cost of, or receiving reimbursement for the equity in, the Projects in accordance with the provisions of this Loan Agreement.

Section 3.02. Evidence of Loan. The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

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**ARTICLE IV
LOAN TERM AND LOAN CLOSING REQUIREMENTS**

Section 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

Section 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement and all amounts not theretofore paid shall be due and payable at the times and in the amounts set forth in Exhibit D attached hereto; provided, however, that all covenants and all obligations provided hereunder specified to so survive shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. Upon termination of the Loan Term as provided above, the Commission and the Trustee shall deliver, or cause to be delivered, to the Borrower an acknowledgment thereof.

Section 4.03. Loan Closing Submissions. Concurrently with the execution and delivery of this Loan Agreement, the Borrower is providing to the Trustee the following documents each dated the date of such execution and delivery unless otherwise provided below:

(a) A certified copy of the resolution of the Borrower which, among other things, authorizes this Loan;

(b) An opinion of the Borrower's Counsel in the form of Exhibit C attached hereto to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Bond Counsel and the Bond Insurer;

(c) A certificate of the officials of the Borrower who sign this Loan Agreement to the effect that the representations and warranties of the Borrower are true and correct;

(d) A certificate of covenant compliance required by Section 2.02(e) hereof.

(e) A certificate signed by the Authorized Representative of the Borrower or such other representative acceptable to Bond Counsel, in form and substance satisfactory to Bond Counsel, stating (i) the estimated dates and the amounts of projected expenditures for the Project and (ii) that it is reasonably anticipated by the Borrower that the Loan proceeds will be fully advanced therefor and expended by the Borrower prior to **[April 26]**, 2005, and that the projected expenditures are based on the reasonable expectations of the Borrower having due regard for its capital needs and the revenues available for the repayment thereof.

(f) This executed Loan Agreement;

(g) An opinion (addressed to the Commission, the Trustee, the Bond Insurer and the Borrower) of Bond Counsel to the effect that the financing or refinancing of the Project with Loan proceeds is permitted under the Act, the Indenture and the resolution authorizing this Loan Agreement and will not cause the interest on the Bonds to be

included in gross income for purposes of federal income taxation or adversely affect the validity, due authorization for or legality of the Bonds; and

(h) Such other certificates, documents, opinions and information as the Commission, the Bond Insurer, the Trustee or Bond Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

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**ARTICLE V
LOAN REPAYMENTS**

Section 5.01. Payment of Basic Payments. Borrower shall pay to the order of the Commission all Loan Repayments in lawful money of the United States of America to the Trustee. No such Loan Repayment shall be in an amount such that interest on the Loan is in excess of the maximum rate allowed by the laws of the State of Florida or of the United States of America. The Loan shall be repaid in Basic Payments, consisting of:

- (a) principal in the amounts and on the dates set forth in Exhibit D; plus
- (b) interest calculated at the rates set forth in Exhibit D.

On the fifteenth (15th) day of the month immediately preceding each Interest Payment Date, the Trustee shall give Borrower notice in writing of the total amount of the next Basic Payment due. The Basic Payments shall be due on each June 20 and December 20 or if such day is not a Business Day, the next preceding Business Day (a "Loan Repayment Date"), commencing [June 20], 2002, and extending through June 20, 2017, unless the due date of the Basic Payments is accelerated pursuant to the terms of Section 8.03 hereof.

Section 5.02. [THIS SECTION RESERVED].

Section 5.03. Payment of Additional Payments. In addition to Basic Payments, Borrower agrees to pay, on demand of the Commission or the Trustee, the following Additional Payments:

- (a) Borrower's Proportionate Share of: the annual fees of the Trustee; fees of the Registrar and Paying Agent; the annual fees or expenses of the Commission, if any; the Bond Insurance Premium, if any, of the Bond Insurer; and the fees of the rating agencies.
- (b) All reasonable fees and expenses of the Commission or Trustee relating to this Loan Agreement, including, but not limited to:
 - (1) the cost of reproducing this Loan Agreement;
 - (2) the reasonable fees and disbursements of Counsel utilized by the Commission, the Trustee and the Bond Insurer in connection with the Loan, this Loan Agreement and the enforcement thereof;
 - (3) reasonable extraordinary fees of the Trustee following an Event of default hereunder;
 - (4) all other reasonable out-of-pocket expenses of the Trustee and the Commission in connection with the Loan, this Loan Agreement and the enforcement thereof;
 - (5) all taxes (including any recording and filing fees) in connection with execution and delivery of this Loan Agreement and the pledge and assignment of the

Commission's right, title and interest in and to the Loan and the Loan Agreement, pursuant to the Indenture (and with the exceptions noted therein), and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof;

(6) all reasonable fees and expenses of the Bond Insurer relating directly to the Loan.; and

(7) fees of any provider of arbitrage rebate calculations and any liability for arbitrage rebate under Section 148(f) of the Code, including any late penalties or interest therefrom, which arises in connection with the Loan.

Section 5.04. Credit for Interest Earnings and Excess Payments.

(a) On each Interest Payment Date, the Trustee shall credit against Borrower's obligation to pay Loan interest and Additional Payments, Borrower's Proportionate Share of any interest earnings which were received during the prior Interest Period by the Trustee on the Funds and Accounts held under the Indenture.

(b) The credits provided for in 5.04(a) above shall not be given to the extent the Borrower is in default in payment of its Loan Repayments. If past-due Loan Repayments are later collected from such defaulting Borrower, the amount of the missed credit shall, to the extent of the amount collected, be credited in proportion to the amount of credit missed, to the now non-defaulting Borrower from the past-due Loan Repayments.

(c) The credits may be accumulated. If the credit allowable for an Interest Period is more than required on the next ensuing Interest Payment Date to satisfy the current Loan interest repayment, it may be used on the following Interest Payment Date.

Section 5.05. Obligations of Borrower Unconditional. Subject in all respects to the provisions of this Loan Agreement, including but not limited to Section 2.02(a) and (l) hereof, the obligations of Borrower to make the Loan Payments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any Bonds remain outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event or cause whatsoever. This Loan Agreement shall be deemed and construed to be a "net contract," and Borrower shall pay absolutely net the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Borrower might otherwise have against the Commission, the Trustee, the Bond Insurer or any other party or parties.

Section 5.06. Refunding Bonds. In the event the Bonds are refunded, all references in this Loan Agreement to Bonds shall be deemed to refer to the refunding bonds or, in the case of a crossover refunding, to the Bonds and the refunding bonds (but Borrower shall never be responsible for any debt service on or fees relating to crossover refunding bonds which are covered by earnings on the escrow fund established from the proceeds of such bonds). The Commission agrees not to issue bonds or other debt obligations to refund

the Bonds without the prior written consent of the Authorized Representative of the Borrower.

Section 5.07. Prepayment. The Loan may be prepaid in whole or in part by the Borrower on the dates and in the amounts on which the Bonds are subject to optional redemption of the Bonds themselves pursuant to Section 3.01 of the Indenture, if any.

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ARTICLE VI DEFEASANCE

This Loan Agreement shall continue to be obligatory and binding upon the Borrower in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Borrower under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Borrower shall be fully paid to the Commission or the Trustee. Provided, however, if, at any time, the Borrower shall have paid, or shall have made provision for payment of, the principal amount of the Loan, interest thereon and redemption premiums, if any, with respect to the Bonds, then, and in that event, the pledge of and lien on the revenues pledged to the Commission for the benefit of the holders of the Bonds shall be no longer in effect and all future obligations of the Borrower under this Loan Agreement shall cease. For purposes of the preceding sentence, deposit of sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Commission in respect to which such Governmental Obligations, the principal and interest received will be sufficient to make timely payment of the principal, interest and redemption premiums, if any, on the Outstanding Bonds, shall be considered "provision for payment."

Nothing herein shall be deemed to require the Commission 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 Commission in determining whether to exercise any such option for early redemption; provided, however, that if the Borrower makes provision to pay a redemption premium, and the Commission does not redeem the respective Bonds, thereby not incurring any liability for such redemption premium, the Commission shall be immediately obligated to repay the Borrower an amount equal to such redemption premium, plus interest.

If the Borrower shall make advance payments to the Commission in an amount sufficient to retire the Loan of the Borrower, including redemption premium and accrued interest to the next succeeding redemption date of the Bonds, all future obligations of the Borrower under this Loan Agreement shall cease, except as provided in Section 4.02 hereof.

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**ARTICLE VII
ASSIGNMENT AND PAYMENT BY THIRD PARTIES**

Section 7.01. Assignment by Commission. The Borrower expressly acknowledges that this Loan Agreement and the obligations of the Borrower to make payments hereunder (with the exception of certain of the Commission rights to indemnification, fees, notices and expenses), have been pledged and assigned to the Trustee as security for the Bonds under the Indenture, and that the Trustee shall be entitled to act hereunder and thereunder in the place and stead of the Commission whether or not the Bonds are in default.

Section 7.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Commission, the Bond Insurer and the Trustee.

Section 7.03. Payments by the Bond Insurer. The Borrower acknowledges that payment under this Loan Agreement from funds received by the Trustee or Bondholders from the Bond Insurer do not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.

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ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be "Events of Default" under this Loan Agreement and the term "Event of Default" shall mean (except where the context clearly indicates otherwise), whenever they are used in this Loan Agreement, any one or more of the following events:

- (a) Failure by the Borrower to timely pay any Loan Repayment, when due, so long as the Bonds are outstanding, and failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable;
- (b) Failure by the Borrower to observe and perform any covenant, condition or agreement other than a failure under (a), on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after notice of the failure, unless the Commission, the Bond Insurer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Commission, the Bond Insurer or the Trustee, but cannot be cured within the applicable 30-day period, the Commission, the Bond Insurer and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;
- (c) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading in any material respect when made;
- (d) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days of such filing;
- (e) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (f) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;
- (g) Default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness of the Borrower outstanding in the amount of \$100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other remedies may be exercised with respect thereto;

(h) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement (unless the Borrower's obligations hereunder have been assigned pursuant to Section 7.02 or defeased pursuant to Article VI hereof); or

(i) Final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Borrower and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder, or (iii) the Borrower is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes.

Section 8.02. Notice of Default. The Borrower agrees to give the Trustee, the Bond Insurer and the Commission prompt written notice if any petition, assignment, appointment or possession referred to in Section 8.01(d), 8.01(e) and 8.01(f) is filed by or against the Borrower or of the occurrence of any other event or condition which constitutes an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

Section 8.03. Remedies upon Event of Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Commission or the Trustee shall, with the written consent of the Bond Insurer (unless the Bond Insurer is in default under the Bond Insurance) or upon the direction of the Bond Insurer (unless the Bond Insurer is in default under the Bond Insurance), in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, to take such steps and exercise such remedies as provided in Section 9.02 of the Indenture, and, without limitation, one or more of the following:

(a) Declare all Loan Payments, in an amount equal to 100% of the principal amount thereof plus all accrued interest thereon to the date on which such Loan Repayments shall be used to redeem Bonds pursuant to Section 3.02 of the Indenture and all other amounts due hereunder, to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand.

(b) Take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its or their rights hereunder.

Section 8.04. [THIS SECTION RESERVED].

Section 8.05. No Remedy Exclusive; Waiver, Notice. No remedy herein conferred upon or reserved to the Commission or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Commission or the Trustee to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII.

Section 8.06. Application of Moneys. Any moneys collected by the Commission or the Trustee pursuant to Section 8.03 hereof shall be applied (a) first, to pay any attorney's fees or other expenses owed by Borrower pursuant to Section 5.03(b)(3) and (4) hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 8.06).

[Remainder of Page Intentionally Left Blank]

**ARTICLE IX
MISCELLANEOUS**

Section 9.01. Notices. All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Commission: First Florida Governmental
Financing Commission
c/o Richard C. Dowdy, Executive Director
P.O. Box 14923
Tallahassee, Florida 32317-4923

Trustee, Paying Agent
and Registrar: SunTrust Bank
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department

Bond Insurer: **[Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: Surveillance Department]**

Borrower: City of Gainesville
200 East University
Station #7
Gainesville, Florida 32601
Attention: Finance Director

with a copy to: Marion J. Radson, Esq.
City Attorney
200 East University, Suite 425
Gainesville, Florida 32601

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Commission and the Borrower and their respective successors and assigns.

Section 9.03. Severability. In the event any provision of the Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amendments, Changes and Modifications. This Loan Agreement may be amended by the Commission and the Borrower as provided in the Indenture; provided, however, that no such amendment shall be effective unless it shall have been consented to in writing by the Bond Insurer.

Section 9.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

Section 9.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 9.07. Benefit of Bondholders; Compliance with Indenture. This Loan Agreement is executed in part to induce the purchase by others of the Bonds. Accordingly, all covenants, agreements and representations on the part of the Borrower and the Commission, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders from time to time of the Bonds. The Borrower covenants and agrees to do all things within its power in order to enable the Commission to comply with all requirements and to fulfill and to enable the Commission to fulfill all covenants of the Indenture relating to the Loan.

Section 9.08. Consents and Approvals. Whenever the written consent or approval of the Commission shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Representative of the Commission or such other additional persons provided by law or by rules, regulations or resolutions of the Commission.

Section 9.09. Immunity of Officers, Employees and Members of Commission and Borrower. No recourse shall be had for the payment of the principal or premium or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement against any past, present or future officer, member, counsel, employee, director or agent, as such, of the Commission or the Borrower, either directly or through the Commission or the Borrower, or respectively, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, counsels, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

Section 9.10. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

Section 9.11. No Pecuniary Liability of Commission. No provision, covenant or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Commission, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision or municipal corporation of the State or any public corporation

or governmental agency existing under the laws thereof other than the Commission. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Commission has not obligated itself except with respect to the application of the revenues, income and all other property as derived herefrom, as hereinabove provided.

Section 9.12. Payments Due on Holidays. With the exception of Basic Payments, if the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement.

Section 9.13. Calculations. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 9.14. Time of Payment. Any Loan Repayment or other payment hereunder which is received by the Trustee or Commission after 2:00 p.m. (New York time) on any day shall be deemed received on the following Business Day.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the First Florida Governmental Financing Commission has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers and the City of Gainesville, Florida, has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers. All of the above occurred as of the date first above written.

(SEAL)

FIRST FLORIDA GOVERNMENTAL
FINANCING COMMISSION

ATTEST:

By: _____
Name: Jeffrey G. Spies
Title: Chairman

By: _____
Name: Carlos E. Garcia
Title: Secretary-Treasurer

(SEAL)

CITY OF GAINESVILLE, FLORIDA

ATTESTED BY:

By: _____
Name: Thomas D. Bussing
Title: Mayor

By: _____
Name: Kurt Lannon
Title: Clerk of the City Commission

Approved as to form and legality
this ___ day of April, 2002.

By: _____
Name: Marion J. Radson
Title: City Attorney

[Signature Page to the Loan Agreement - City of Gainesville for
First Florida Governmental Financing Commission
Improvement and Refunding Revenue Bonds, Series 2002]

EXHIBIT A

CITY OF GAINESVILLE, FLORIDA
USE OF LOAN PROCEEDS

DESCRIPTION OF PROJECT

<u>Project to be Financed</u>	<u>Total Amount To Be Financed</u>
Capital projects including, without limitation, acquisition of information systems projects, acquisition of properties and construction of recreation and greenspace projects, roadway construction/reconstruction projects, downtown courthouse parking facility construction project, and acquisition of properties and undertaking of redevelopment projects and miscellaneous capital projects	\$ _____

OTHER USES OF LOAN PROCEEDS

<u>Description</u>	<u>Amount</u>
Underwriters' Discount (1)	\$ _____
Costs of Issuance	_____
Portion of Insurance Premium	_____
Original Issue Premium	_____
TOTAL OTHER USES OF LOAN AMOUNT	\$ _____

(1) This amount shall not actually be received by the Borrower. Rather, it will be kept by the underwriters of the Bonds as their fees and expenses at the closing of the Bonds.

EXHIBIT B

CERTIFIED RESOLUTION OF THE BORROWER

EXHIBIT C

OPINION OF BORROWER'S COUNSEL

[Letterhead of Counsel to Borrower]

[Date of the Closing]

First Florida Governmental Financing Commission
Tallahassee, Florida

**[Ambac Assurance Corporation
New York, New York]**

Bryant, Miller and Olive, P.A.
Tampa, Florida

Ladies and Gentlemen:

We are counsel to the City of Gainesville, Florida (the "Borrower"), and have been requested by the Borrower to give this opinion in connection with the loan by the First Florida Governmental Financing Commission (the "Commission") to the Borrower of funds to finance or refinance all or a portion of the cost of the Project as defined in and as described in Exhibit A to the Loan Agreement, dated as of April 1, 2002 (the "Loan Agreement"), between the Commission and the Borrower, the Continuing Disclosure Certificate, dated as of _____, 2002 (the "Continuing Disclosure Certificate"), executed by the Borrower, and the Interlocal Agreement dated as of November 26, 1985 (as amended from time to time, the "Interlocal Agreement"), between the Borrower and certain other counties and municipalities in the State of Florida.

In this connection, we have reviewed such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including applicable laws, and ordinances adopted by the City Commission of the Borrower, the Loan Agreement, a Trust Indenture dated as of April 1, 2002 (the "Indenture") between the Commission and SunTrust Bank, as trustee (the "Trustee") and Resolution No. _____ adopted by the City Commission of the Borrower on _____, 2002 (the "Resolution"). Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a municipal corporation duly organized and validly existing under the Constitution and laws of the State and under the provisions of the Constitution and laws of the State. The Borrower has the legal right and all requisite power and authority to enter into the Loan Agreement and the Continuing Disclosure Certificate, to adopt the Resolution and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Borrower has duly adopted the Resolution and authorized, executed and delivered each of the Loan Agreement, the Continuing Disclosure Certificate and the

Interlocal Agreement, and they are each a legal and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America. The Loan (as such term is defined in the Loan Agreement) is a special limited obligation of the Borrower payable solely from the payments made by the Borrower pursuant to the Loan Agreement. Neither the general credit nor the taxing power of the Issuer or the State of Florida or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds (as such term is defined in the Loan Agreement).

(c) The adoption of the Resolution and the execution and delivery of the Loan Agreement, the Continuing Disclosure Certificate and the Interlocal Agreement, the consummation of the transactions contemplated thereby, the financing of the acquisition, construction, reconstruction, improvement and equipping of the Project and the fulfillment of or compliance with the terms and conditions of the Loan Agreement, the Continuing Disclosure Certificate and the Interlocal Agreement do not and, to my best knowledge, will not conflict with or result in a material breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or it or its properties is otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by such agreements.

(d) There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Borrower is a party or of which any property of the Borrower is subject, which has not been disclosed in writing to the Commission and the Bond Insurer (as such term is defined in the Loan Agreement) and which, if determined adversely to the Borrower, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Loan Agreement, the Continuing Disclosure Certificate or the Interlocal Agreement.

(e) Any indebtedness being refinanced, directly or indirectly, with the proceeds of the Loan was initially incurred by the Borrower, and the proceeds of such indebtedness have been fully expended, to finance the cost of the Project.

We are attorneys admitted to practice law only in the State of Florida and express no opinion as to the laws of any other state and further express no opinion as to the status of interest on the Bonds under either Federal laws or the laws of the State of Florida.

Our opinion is limited in all respects to the laws in existence on the date hereof. By providing this opinion to you, we do not undertake to advise you of any changes in the law which may occur after the date hereof.

This letter is furnished to you solely in connection with the transaction described herein, and may not be quoted, furnished to or relied upon by any other person in any manner or for any purpose.

Very truly yours,

EXHIBIT D

<u>Loan Repayment Dates</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Interest</u>	<u>Total Basic Payment</u>
[June 20, 2002]				
December 20, 2002				
June 20, 2003				
December 20, 2003				
June 20, 2004				
December 20, 2004				
June 20, 2005				
December 20, 2005				
June 20, 2006				
December 20, 2006				
June 20, 2007				
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June 20, 2016				
December 20, 2016				
June 20, 2017				
December 20, 2017				
June 20, 2018				
December 20, 2018				
June 20, 2019				
December 20, 2019				
June 20, 2020				
December 20, 2020				
June 20, 2021				
December 20, 2021				
June 20, 2022				

EXHIBIT B
FORM OF TRUST INDENTURE

This Instrument Prepared By:

Duane D. Draper
Bryant, Miller and Olive, P.A.
101 East Kennedy Boulevard
Suite 2100
Tampa, Florida 33602

FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION,

Issuer

and

SUNTRUST BANK

Trustee

TRUST INDENTURE

\$ _____
First Florida Governmental Financing Commission
Improvement and Refunding Revenue Bonds, Series 2002

Dated as of April 1, 2002

This instrument also constitutes a security agreement under the laws of the State of Florida.

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EXHIBIT A: Form of Bond

TRUST INDENTURE

THIS TRUST INDENTURE is made and entered into as of April 1, 2002, by and between FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION, a legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State of Florida (the "Commission"), and SunTrust Bank, a state banking corporation, duly organized, existing and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office located in Orlando, Florida, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, all capitalized undefined terms used herein shall have the meanings set forth in Article I hereof; and

WHEREAS, the Commission is a public body corporate and politic duly created, organized and existing under and by virtue of the interlocal agreements among the City of St. Petersburg, Florida, the City of Sarasota, Florida, Manatee County, Florida, Broward County, Florida, the City of Gainesville, Florida, the City of Clearwater, Florida, Pinellas County, Florida, the City of Boca Raton, Florida and the City of Hollywood, Florida in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, the Commission, pursuant to the authority of the Interlocal Act and the Interlocal Agreement and other applicable provisions of law, is authorized, among other things, to issue revenue bonds on behalf of and for the benefit of the Borrowers in the State in order to finance and refinance the cost of qualified Projects of Borrowers, such bonds to be secured by instruments evidencing and securing loans to said Borrowers and to be payable solely out of the payments made by such Borrowers pursuant to Loan Agreements entered into between the Borrowers and the Commission or from other moneys designated as available therefor and not otherwise pledged or used as security, and to enter into a trust indenture providing for the issuance of such bonds and for their payment and security; and

WHEREAS, the Commission has determined that the public interest will be best served and that the purposes of the Interlocal Act can be more advantageously obtained by the Commission's issuance of revenue bonds in order to provide funds to loan to the participating Borrowers to finance or refinance the cost of qualifying Projects pursuant to Loan Agreements between the respective Borrowers and the Commission; and

WHEREAS, the Commission has by resolutions adopted on November 27, 1985 and December 16, 1985 authorized the issuance of its First Florida Governmental Financing Commission Revenue Bonds, in various series, in the aggregate principal amount of not exceeding \$500,000,000 pursuant to certain trust indentures, to provide funds to finance and refinance the cost of qualified Projects of the participating Borrowers, of which \$15,280,000 in aggregate principal amount remains unissued; and

WHEREAS, the Commission has by subsequent resolution adopted January 23, 1998 authorized the issuance of an additional aggregate principal amount of its First Florida Governmental Financing Commission Revenue Bonds, in various series, of not exceeding \$500,000,000 for the same purposes, of which \$[409,820,000 less size of Series 2002 Bonds] in aggregate principal amount remains unissued following the issuance of the Series 2002 Bonds (hereinafter defined);

WHEREAS, Commission has now determined to issue its \$_____ First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002 (the "Series 2002 Bonds" or the "Bonds") at this time pursuant to this Trust Indenture for the purposes more fully described herein; and

WHEREAS, in order to secure the payment when due of the principal of, premium, if any, and interest on the Bonds, the Borrowers have covenanted in the Loan Agreements to budget and appropriate legally available non-ad valorem funds of the Borrowers sufficient for that purpose and when so budgeted and appropriated such funds of the Borrowers shall be the source of payment of principal of, premium, if any, and interest on the Bonds.

NOW, THEREFORE, THIS TRUST INDENTURE

W I T N E S S E T H:

GRANTING CLAUSES

The Commission, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of each Series of Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Commission of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, mortgage, assign, pledge and grant, without recourse, a security interest in the Trust Estate to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Commission hereinafter set forth:

GRANTING CLAUSE FIRST

All right, title and interest of the Commission under the Loan Agreements (excluding fees and expenses payable to the Commission and rights of the Commission to indemnity and notices thereunder and excluding any payments made by the Borrowers to comply with the rebate provisions of Section 148(f) of the Code) if, as and when entered into by the Borrowers and any documents securing payment thereunder, including all extensions and renewals of any of the terms of the Loan Agreements and any documents securing payment thereunder, if any, and without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, issues and profits and other sums of money payable to or receivable by the Commission to bring actions or proceedings under the Loan Agreements, any documents securing payment thereunder or for the enforcement thereof, and to do any and all things which the Commission is or may become entitled to do under or due to its ownership of the

interests hereby granted in the Loan Agreements; provided, however, that each Series of Bonds shall be secured only by the right, title and interest of the Commission in the Loan Agreement or Agreements to which such Series of Bonds relates; and

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except for moneys and securities held in the Rebate Fund); provided, however, that each Series of Bonds shall be secured only by a security interest in and claim on the moneys and securities held in the Accounts to which such Series of Bonds relates; and

GRANTING CLAUSE THIRD

All Revenues, any proceeds of Bond Insurance, any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, pledged, hypothecated or otherwise subjected hereto, as and for additional security herewith, by the Commission or any other person on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof provided, however, that each Series of Bonds shall be secured only by a security interest in and claim on the Revenues, proceeds of Bond Insurance and other property, rights and interests to which such Series of Bonds relates;

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, to the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds, except as otherwise specifically provided herein with respect to each Series of Bonds;

PROVIDED, HOWEVER, that the holders of the Bonds shall be entitled to payment only from the Loan Agreements more fully described in Granting Clause First hereof pledged for the payment of such Bonds, the Funds and Accounts set forth in Granting Clause Second hereof established for such Bonds and the Revenues, proceeds of Bond Insurance and other property, rights and interests described in Granting Clause Third pledged for the payment of such Bonds;

AND FURTHER PROVIDED, that if the Commission, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds and as provided in Article II hereof according to the true intent and meaning thereof, and shall cause the payments to be made as required under Article II hereof, or shall provide, as permitted hereby, for the payment thereof in accordance with Article VIII hereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall

pay or cause to be paid to the Trustee and any Paying Agent all sums of money due or to become due in accordance with the terms and provisions hereof, then upon such final payments or deposits as provided in Article VIII hereof, this Indenture and the rights hereby granted shall cease, terminate and be void and the Trustee shall thereupon cancel and discharge this Indenture and execute and deliver to the Commission such instruments in writing as shall be requisite to evidence the discharge hereof.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the Trust Estate is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Commission has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows:

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ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions.

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Indenture and of any Supplemental Indenture, have the meanings herein specified.

"Accountant" or "Accountants" means an independent certified public accountant or a firm of independent certified public accountants.

"Accounts" means the accounts created pursuant to Section 4.02 hereof.

"Act" means collectively, Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, and Chapter 125, Part I, and all other applicable provisions of law.

"Additional Payments" means payments required by Section 5.03 of the Loan Agreement.

"Arbitrage Regulations" means the income tax regulations promulgated, proposed or applicable pursuant to Section 148 of the Code, as the same may be amended or supplemented or proposed to be amended or supplemented from time to time.

"Authorized Denominations" means \$5,000 and integral multiples thereof.

"Authorized Representative" means, when used pertaining to the Commission, the Chairman of the Commission and such other designated members, agents or representatives as may hereafter be selected by Commission resolution; and, when used with reference to a Borrower which is a municipality, means the person performing the functions of the Mayor or Deputy, Acting or Vice Mayor thereof or other officer authorized to exercise the powers and performs the duties of the Mayor; and, when used with reference to a Borrower which is a county means the person performing the function of the Chair or Vice Chair of the Board of County Commissioners of such Borrower or other officer authorized to exercise the powers and performs the duties of the Chair; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

"Basic Payments" means the payments denominated as such in Section 5.01 of the Loan Agreement.

"Board" means the governing body of the Borrower.

"Bond Counsel" means Bryant, Miller and Olive, P.A., Tampa, Florida, or any other nationally recognized bond counsel which is selected by the Commission and acceptable to the Trustee.

"Bondholder" or "Holder" or "holder of Bonds" or "Owner" or "owner of Bonds", whenever used herein with respect to a Bond, means the person in whose name such Bond is registered.

"Bond Insurance Policy" means the municipal bond insurance policy of the Bond Insurer which insures payment when due of the principal of and interest on the Bonds as provided therein.

"Bond Insurance Premium" with respect to the Bonds, means the premium payable to the Bond Insurer for the Bond Insurance.

"Bond Insurer" means [Ambac Assurance Corporation], and any successor thereto.

"Bonds" or "Series 2002 Bonds" means First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002 issued hereunder.

"Bond Year" means a 12-month period beginning on July 2, ending on and including the next succeeding July 1.

"Borrower" means a governmental unit which has entered into a Loan Agreement and which is borrowing and using the Loan proceeds to finance or refinance all or a portion of the costs of one or more Projects.

["Broward Escrow Account" means the Escrow Account created and established pursuant to the Escrow Deposit Agreement dated April 1, 2002 between the Commission, SunTrust Bank, as Escrow Holder, and Broward County.]

"Business Day" means a day of the year which is not a Saturday or Sunday or a day on which banking institutions located in New York or the State are required or authorized to remain closed or on which the New York Stock Exchange is closed.

"Certificate," "Statement," "Request," "Requisition" and "Order" of the Commission mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Commission by its Chairman, Vice Chairman, Executive Director or such other person as may be designated and authorized to sign for the Commission. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"Closing" means the closing of a Loan pursuant to this Indenture and a Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or applicable thereunder.

"Commencement Date" means the date when the term of a Loan Agreement begins and the obligation of the Borrower thereunder to make Loan Repayments accrues.

"Commission" means the First Florida Governmental Financing Commission.

"Cost" means "cost" as defined in the Act.

"Cost of Issuance Fund" means the fund by that name created by Section 4.02 hereof.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Commission or any Borrower.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Depository" means the securities depository acting as Depository under the Indenture, which may be the Commission.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Event of Default" means any occurrence or event specified in Section 9.01 hereof.

"Financial Newspaper" or "Journal" means The Wall Street Journal or The Bond Buyer or any other newspaper or journal containing financial news, printed in the English language, customarily published on each business day and circulated in New York, New York, and selected by the Trustee, whose decision shall be final and conclusive.

"Fiscal Year" means the fiscal year of the Borrower.

"Fitch" means Fitch Ratings.

"Funds" means the funds created pursuant to Section 4.02 hereof.

"Governmental Obligations" means (a) direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, and (b) prerefunded municipal obligations meeting the following criteria:

(i) the municipal obligations must be rated Aaa by Moody's and AAA by Fitch and may not be callable prior to maturity or, alternatively, the trustee has received irrevocable instructions concerning their calling and redemption;

(ii) the municipal obligations are secured by cash or securities described in clause (a) above (the "Defeasance Obligations"), which cash or Defeasance Obligations may be applied only to interest, principal, and premium payments of such municipal obligations;

(iii) the principal and interest of the Defeasance Obligations (plus any cash in the fund) are sufficient to meet the liabilities of the municipal obligations;

(iv) the Defeasance Obligations serving as security for the municipal obligations must be held by an escrow agent or a trustee; and

(v) the Defeasance Obligations are not available to satisfy any other claims, including those against the Trustee or escrow agent.

Additionally, evidences of ownership of proportionate interests in future interest and principal payments of Defeasance Obligations are permissible. Investments in these proportionate interests are limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (c) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Indenture" means this Trust Indenture dated as of April 1, 2002, between the Commission and the Trustee, including any indentures supplemental thereto, pursuant to which (i) the Bonds are authorized to be issued and (ii) the Commission's interest in the Trust Estate is pledged as security for the payment of principal of, premium, if any, and interest on the Bonds.

"Insurance Proceeds" means amounts which are deposited by the Bond Insurer with the Trustee pursuant to Article IX hereof as a condition of the direction of acceleration of all or a portion of the Series 2002 Bonds by the Bond Insurer.

"Interest Payment Date" means January 1 and July 1 of each year.

"Interest Period" means the period commencing on an Interest Payment Date and ending on the day preceding the next Interest Payment Date, provided that the initial Interest Period shall commence on the date of issuance of the Bonds.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of November 26, 1985 among the various Borrowers executing it from time to time, the original parties to which are the City of St. Petersburg, the City of Sarasota and Manatee County, as amended and supplemented by the Amended Interlocal Agreement dated as of March 21, 1986 among the City of St. Petersburg, the City of Sarasota, Manatee County and Broward County, and certain Addenda to the Interlocal Agreement, pursuant to which the City of Gainesville, the City of Clearwater, the City of Boca Raton and the City of Hollywood have become members of the Commission, all as amended and supplemented from time to time.

"Investment Securities" means any of the following investments:

(a) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, including (if such instruments become legal investments under the laws of the State for moneys held hereunder) instruments evidencing an ownership interest in securities described in this clause (a); (b) evidence of ownership of proportionate interest in Government Obligations described in clause (a) of this definition limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (iii) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; (c) interest-bearing demand or time deposits (including certificates of deposit) in banks (including the Trustee) and savings and loan associations which deposits are fully insured by the Federal Deposit Insurance Corporation ("FDIC") or which are secured at all times by collateral security (described in clause (a) of this definition) in which the Trustee has a perfected first lien and which (i) is held by the Trustee or a third-party agent, (ii) is not subject to liens and claims of third-parties, (iii) has a market value (valued at least every 14 days) of no less than the amount of moneys so invested and interest accrued thereon; (d) investment agreements or repurchase agreements (the maturity of which is less than thirty (30) days) with a bank or trust company organized under the laws of any state of the United States or with a national banking association, insurance company or government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York and which is a member of The Security Investors Protection Corporation or with a dealer which is rated (or the parent company of which is rated) "A" or above by Moody's and Fitch if such investments are fully secured by FDIC or collateral security described in (a) of this definition, in which the Trustee has a perfected first lien and which (i) is held by the Trustee or a third-party agent during the term of such repurchase agreement, (ii) is not subject to liens or claims of third parties, and (iii) has a market value (determined at least once every 7 days) at least equal to 103% of the amount so invested and interest accrued thereon; and (e) any other investment in which proceeds of the Bonds may be invested under Florida law, provided that such investments are approved in writing by the Bond Insurer.

"Liquidation Proceeds" means amounts received by the Trustee or the Commission in connection with the enforcement of any of the remedies under a Loan Agreement after the occurrence of an "Event of Default" under a Loan Agreement which has not been waived or cured.

"Loan" means a loan to a Borrower from proceeds of the Bonds to finance or refinance a Project or Projects pursuant to the respective Loan Agreement in the amount specified in Section 3.01 of such Loan Agreement.

"Loans" means all loans made by the Commission under this Indenture to Borrowers.

"Loan Agreement" or "Loan Agreements" means the Loan Agreement or Loan Agreements between the Commission and the Borrower(s) participating in the Program with respect to the Bonds, and any amendments and supplements thereto which are executed for the purpose of securing repayment of the Loan made by the Commission to such participating Borrower(s) from proceeds of a Series of Bonds and establishing the terms and conditions upon which such Loans are to be made.

"Loan Repayment Date" means [June 20,] 2002 and thereafter each June 20 and December 20 or if such day is not a Business Day, the next preceding Business Day.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of the Loan Agreement.

"Loan Term" means the term provided for in Article IV of respective Loan Agreements.

"Moody's" means Moody's Investors Service, Inc.

"Non-Ad Valorem Revenues" means, with respect to a Borrower, all revenues and taxes of such Borrower derived from any source whatsoever other than ad valorem taxation on real and personal property, which is legally available for Loan Repayments; provided, however in the case of the City of Gainesville, "Non-Ad Valorem Revenues" shall not include revenues derived from its electric system, natural gas system, water system, wastewater system, telecommunication system ("GRUCom") and stormwater management utility system.

"Opinion of Bond Counsel" means an opinion by a nationally recognized bond counsel firm experienced in matters relating to the exclusion from gross income of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the Commission and acceptable to the Trustee.

"Opinion of Counsel" means an opinion in writing of a legal counsel, who may, but need not be, counsel to the Commission, a Borrower or the Trustee.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article VIII hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 2.06, 2.07 or 2.09 hereof.

"Person" means any individual, corporation, partnership, association, trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

"Principal Fund" means the fund by that name created by Section 4.02 hereof.

"Principal Payment Date" means the maturity date or mandatory redemption date of any Bond.

"Program" means the Commission's program of making Loans under the Act, the Interlocal Agreement, and pursuant to this Indenture.

"Project" or "Projects" means a governmental undertaking approved by the governing body of a Borrower for a public purpose, including the refinancing of any bonded indebtedness.

"Project Loan Fund" means the fund by that name created by Section 4.02 hereof.

"Proportionate Share" means, at the time such calculation is made, with respect to any Borrower, a fraction, the numerator of which is the outstanding principal amount of the Loan of such Borrower made from proceeds of the Bonds and the denominator of which is the outstanding principal amount of all Loans made from proceeds of the Bonds.

"Purchase Price" means the purchase price of one or more items of a Project negotiated by a Borrower with the seller of such items.

"Rating Category" means one of the generic rating categories of either Fitch or Moody's, without regard of any refinement or graduation of such rating category by a numerical modifier or otherwise.

"Rebate Fund" means the fund by that name created by Section 4.02 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month preceding such Interest Payment Date.

"Redemption Price" means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption pursuant to the provisions of such Bond and this Indenture.

"Representation Letter" shall mean the Representation Letter from the Commission to the Depository.

"Revenue Fund" means the fund by that name created by Section 4.02 hereof and all accounts therein.

"Revenues" means all Loan Repayments paid to the Trustee for deposit in the Series 2002 Account (or the appropriate Account if there is more than one Series of Bonds issued hereunder) in the Revenue Fund and the Principal Fund to pay principal of, premium, if any, and interest on the Bonds upon redemption, at maturity or upon acceleration of maturity, or to pay interest on the Bonds when due, and all receipts of the Trustee credited to the Borrower under the provisions of the related Loan Agreement.

"Series" means each series of obligations authenticated and delivered on original issuance and identified pursuant to this Indenture in addition to the Series 2002 Bonds, if any, and any obligations thereafter authenticated and delivered in lieu of or in substitution therefor.

"Special Record Date" means the date established pursuant to Section 9.05 as a record date for the payment of defaulted interest on the Bonds.

"State" means the State of Florida.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Commission and the Trustee, supplementing, modifying or amending this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Trustee" means SunTrust Bank, as Trustee, or any successor thereto under this Indenture.

"Trust Estate" means the property, rights, Revenues and other assets pledged and assigned to the Trustee pursuant to the Granting Clauses hereof.

Section 1.02. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented, modified or amended by any Supplemental Indenture.

(b) All reference in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder" and "herewith", and other words of similar import, refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(g) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

ARTICLE II THE BONDS

Section 2.01. Authorization; Book-Entry System.

(a) Authorization, Issuance and Execution of Bonds. Bonds may be issued hereunder from time to time in order to obtain moneys to carry out the purposes of the Program for the benefit of the Commission and the Borrowers. The Bonds shall be designated as "First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002." At any time after the execution of this Indenture, the Commission may execute and the Trustee shall authenticate and, upon request of the Commission, deliver the Bonds in the aggregate principal amount of _____ Thousand and no/100 Dollars (\$_____). This Indenture constitutes a continuing agreement with the Owners from time to time of the Bonds appertaining thereto to secure the full payment of the principal of, premium, if any, and interest on all such Bonds subject to the covenants, provisions and conditions herein contained.

The Bonds shall be issuable as fully registered bonds without coupons and shall be executed in the name and on behalf of the Commission with the manual or facsimile signature of its Chairman or Vice Chairman, under its seal attested by the manual or facsimile signature of its Secretary-Treasurer or an Assistant Secretary-Treasurer. Such seal may be in the form of a facsimile of the Commission's seal and may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Registrar, as hereinafter defined, for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the Commission before the Bonds so signed and attested shall have been authenticated or delivered by the Registrar or issued by the Commission, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Commission as though those who signed and attested the same had continued to be such officers of the Commission, and also any Bond may be signed and attested on behalf of the Commission by such persons as at the actual date of execution of such Bond shall be the proper officers of the Commission although, at the nominal date of such Bond, any such person shall not have been such officer of the Commission.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form hereinafter recited, manually executed by the Registrar as hereinafter defined, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Registrar shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

(b) The Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. Except as provided in this

Section, all of the outstanding Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Commission, the Registrar and the Paying Agent shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or financial institution being referred to as "Participants") or to any indirect participant. Without limiting the immediately preceding sentence, the Commission, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The Commission, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Commission's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Commission to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Commission of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC; and upon receipt of such a notice, the Commission shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon receipt by the Commission of written notice from DTC (i) to the effect that DTC has received written notice from the Commission to the effect that a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provision hereof.

Section 2.02. Maturity and Interest Rate Provisions. The Bonds shall be dated as of [April 1, 2002] and shall bear interest payable on [July 1], 2002 and on each Interest Payment Date thereafter. They shall be in the Authorized Denomination of \$5,000 each, or integral multiples thereof, and shall be numbered consecutively from R-1 upward. The Bonds shall bear interest and shall mature at the rates, in the amounts and on the dates set forth below:

<u>Maturity Dates</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
[TO COME]		

Section 2.03. Payment Provisions. The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Trustee, or any successor paying agent and registrar appointed pursuant to the provisions of Sections 10.12 and 10.13 hereof (the "Paying Agent" or "Registrar"), and payment of the interest on each Bond shall be made by the Paying Agent on each Interest Payment Date to the person appearing as the registered owner thereof on the bond registration books maintained by the Registrar as of the close of business on the Record Date preceding the Interest Payment Date (or, if interest on the Bonds is in default and the Bond Insurer is in default under the Bond Insurance, a Special Record Date established pursuant to Section 9.05), by check mailed to such registered owner at his address as it appears on such registration books or at the prior written request and expense of an owner of \$1,000,000 in aggregate principal amount of Series 2002 Bonds, by bank wire transfer to a domestic bank account, notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date or Special Record Date and prior to such Interest Payment Date. Payment of the principal (or redemption price) of all Bonds shall be made upon the presentation and surrender of such Bonds as the same shall become due and payable.

Section 2.04. Registered Bond Payment-Concerning the Bond Insurance. So long as the Bond Insurance shall be in full force and effect, the Commission and the Trustee hereby agree to comply with the following provisions:

(a) if, on the fifth day (or if the fifth day is not a Business Day, then on the Business Day next preceding the fifth day) prior to an Interest Payment Date, the Trustee determines that there will be insufficient funds in the funds and accounts available to pay the principal of or interest on the Bonds on such Interest Payment Date, the Trustee shall so notify the Bond Insurer and the Registrar. Such notice shall specify the amount of the anticipated deficiency and whether payment due on such Bonds will be deficient as to either principal or interest, or both. If the Trustee or Paying Agent, if any, has not so notified the Bond Insurer at least one (1) day prior to an Interest Payment Date, the Bond Insurer will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which the Bond Insurer shall have received notice of nonpayment from the Trustee or Paying Agent, if any;

(b) the Registrar shall, after notice as provided in (a) above has been given, make available to the Bond Insurer and The Bank of New York, New York, New York, as insurance trustee for the Bond Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Commission maintained by the Registrar, and all records relating to the funds and accounts established under this Indenture;

(c) the Registrar shall provide the Bond Insurer and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from the Bond Insurer under the terms of the Bond Insurance, 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 the Bond Insurer, and (ii) to pay principal due on the Bonds once such Bonds are surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from the Bond Insurer;

(d) the Registrar shall, at the time it receives notice pursuant to (a) above, notify registered owners of Bonds entitled to receive principal or interest payments from the Bond Insurer (i) as to the fact of such entitlement, (ii) that the Bond Insurer will remit all or a portion of the interest payments next coming due, (iii) that, if entitled to receive full payment of principal from the Bond Insurer, such registered owners must tender their Bonds (along with a form of transfer of title thereto) for payment to the Insurance Trustee and not to the Registrar, and (iv) that, if entitled to receive partial payment of principal from the Bond Insurer, such registered owners must tender their Bonds for payment thereof first to the Registrar, who shall note on such Bonds the portion of the principal paid by the Registrar, and thereafter, along with a form of transfer of title thereto, to the Bond Insurer, which will then pay the unpaid portion of principal; and

(e) the Bond Insurer shall, to the extent it makes payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms and conditions of the Bond Insurance, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Registrar shall note the Bond Insurer's rights as subrogee on the registration books of the Commission maintained by the Registrar upon receipt of proof from the Bond Insurer as to payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Registrar shall note the Bond Insurer's rights as subrogee on the registration books of the Commission maintained by the Registrar

upon surrender by the registered owners of the Bonds, together with proof of the payment of principal thereof, to the Bond Insurer.

Section 2.05. Payments in Advance of Scheduled Maturity Dates by the Bond Insurer. In the event that the Bond Insurer shall make any payments of principal of and/or interest on any of the Bonds pursuant to the terms of the Bond Insurance and the Bonds are accelerated or are redeemed pursuant to Section 3.02 hereof, the Bond Insurer may at any time and at its sole option pay all or a portion of amounts due under the Bonds to the Bondowners prior to the stated maturity dates thereof.

Section 2.06. Mutilated, Lost, Stolen or Destroyed Bonds; Bonds Not Delivered for Purchase. If any Bond is mutilated, lost, stolen or destroyed, the Commission shall execute and the Registrar shall authenticate a new Bond of the same date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Commission and the Registrar evidence of such loss, theft or destruction satisfactory to the Commission and the Registrar, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate Bond, the Paying Agent may pay the same. The Commission and the Registrar may charge the Owner of such Bond with their reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed.

Section 2.07. Transfer and Exchange of Bonds; Persons Treated as Owners. The Commission shall cause books for the registration and transfer of the Bonds, as provided in this Indenture, to be kept by the Registrar. Upon surrender for transfer of any Bond at the principal corporate trust office of the Registrar, accompanied by an assignment duly executed by the registered Owner or his attorney duly authorized in writing, the Commission shall execute and the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

Bonds may be exchanged at the principal corporate trust office of the Registrar for a like aggregate principal amount of Bonds of other Authorized Denominations. The Commission shall execute and the Registrar shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding.

The Registrar shall not be required to (i) transfer or exchange any Bonds during the ten (10) days next preceding any day upon which notice of redemption of Bonds is to be mailed or (ii) transfer or exchange any Bonds selected, called or being called for redemption in whole or in part.

The person in whose name any Bond shall be registered shall be deemed and regarded by the Trustee, the Registrar and the Commission as the absolute Owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on any Bond shall be made only to or upon the written order of the registered Owner thereof or his legal representative, subject to Section 2.03 hereof, and neither the Commission nor the Trustee nor the Registrar shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such

payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums paid.

A reasonable transfer charge may be made for any exchange or transfer of any Bond and the Registrar shall require the payment by any Bondholder requesting exchange or transfer of a sum sufficient to cover any tax or other governmental charge required to be paid with respect to such exchange or transfer and a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer.

Section 2.08. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount thereof or for replacement pursuant to Section 2.06 hereof or for transfer or exchange pursuant to Sections 2.07 or 2.09 hereof, such Bond shall be canceled by the Registrar, and evidence of such cancellation shall be furnished by the Registrar to the Commission.

Section 2.09. Temporary Bonds. Pending the preparation of definitive Bonds, the Commission may execute and the Registrar shall authenticate and deliver temporary Bonds. Temporary Bonds shall be issuable as fully registered Bonds, of any Authorized Denomination, and substantially in the form of the definitive Bonds but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the Commission. Temporary Bonds may be issued without specific terms and may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Commission and authenticated by the Registrar upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Commission shall execute and shall furnish definitive Bonds and thereupon temporary Bonds may be surrendered in exchange therefor without charge at the principal corporate trust office of the Registrar, and the Registrar shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds.

Section 2.10. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, or if any interest check shall not be cashed, if funds sufficient to pay such Bond or interest shall have been made available by the Commission to the Trustee for the benefit of the Owner thereof, all liability of the Commission to the Owner thereof for the payment of such Bond or interest, as the case may be, shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, uninvested and without liability for interest thereon, for the benefit of the Owner of such Bond or interest, as the case may be, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Indenture or on, or with respect to, said Bond or interest, as the case may be, provided that any money deposited with the Paying Agent for the payment of the principal of (and premium, if any) or interest on any Bond and remaining unclaimed for six years after such principal (and premium, if any) or interest has become due and payable shall be paid to the Commission, and the Owner of such Bond or interest, as the case may be, shall thereafter, as an unsecured general creditor, look only to the Commission for payment thereof, and all liability of the Trustee with respect to such

trust money shall thereupon cease; provided, however, that the Trustee, before being required to make any such payment to the Commission, may, at the expense of the Commission, cause to be published once, in a Financial Newspaper or Journal, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be paid to the Commission.

Section 2.11. Form of Bonds. The Bonds to be issued hereunder, and the certificate of authentication by the Registrar to be endorsed on all such Bonds, shall be substantially in the form set forth as Exhibit A hereto, with such variations, omissions and insertions as are permitted by this Indenture or are required to conform the form of Bond to the other provisions of this Indenture (any portion of such form of Bond may be printed on the back of the Bonds).

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**ARTICLE III
REDEMPTION OF BONDS**

Section 3.01. Optional Redemption of the Bonds. The Bonds maturing on or before July 1, _____ are not subject to optional redemption by the Commission. The Bonds maturing after July 1, _____ are subject to redemption at the option of the Commission on or after July 1, _____, as a whole or in part at any time, in any manner determined by the Trustee in its discretion, during the following periods and at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, plus accrued interest to the redemption date:

<u>Redemption Period</u> <u>(Both Dates Inclusive)</u>	<u>Redemption Price</u>
July 1, _____ through June 30, _____	_____%
July 1, _____ and thereafter	_____

Section 3.02 Mandatory Redemption of the Bonds.

(a) The Bonds maturing on July 1, _____ are subject to mandatory redemption, in part, by lot at redemption prices equal to 100% of the principal amount thereof, plus interest accrued to the redemption date, beginning on July 1, _____ and on each July 1 thereafter, in the following principal amounts in the following years:

<u>Year</u>	<u>Principal Amount</u>
[TO COME]	

(b) The Bonds are subject to extraordinary mandatory redemption (as a result of acceleration of a Loan pursuant to a Loan Agreement) at any time, in whole or in part, at a redemption price of the principal amount thereof plus accrued interest to the redemption date, without premium, but only with the approval of the Bond Insurer, from all Liquidation Proceeds received by the Trustee as a result of an acceleration of any Loan or Loans. To the extent that all Loans are not being accelerated, Bonds to be redeemed shall be selected by the Registrar by lot or in such other manner as the Commission in its discretion may deem appropriate; provided, however, that only such Bonds which correspond in terms of amount and scheduled maturity date to the principal loan payment obligations of the Loan or Loans being accelerated are subject to such extraordinary mandatory redemption.

Section 3.03. Notice of Redemption. In the case of every redemption, the Registrar, at the direction of the Trustee, shall cause notice of such redemption to be given to the registered Owner of any Bonds designated for redemption in whole or in part, at his address as the same shall last appear upon the Bond registration books by mailing a copy of

the redemption notice by first-class mail at least thirty (30) days prior to the redemption date. The failure of the Registrar to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds. A copy of any such notice shall also be sent by the Registrar to the Bond Insurer and any person necessary to ensure compliance by the Commission with applicable rules and regulations regarding such notices.

Each notice of redemption shall specify the date fixed for redemption, the redemption price to be paid, the place or places of payment, that payment will be made upon presentation and surrender of the Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption will be paid as specified in said notice, and that on and after said date, interest thereon will cease to accrue. If less than all the Outstanding Bonds are to be redeemed, the notice of redemption shall specify the numbers of the Bonds or portions thereof, including CUSIP identification numbers to be redeemed.

The Registrar also shall mail a copy of such notice by registered or certified mail or overnight delivery service (or by telecopy where permitted) for receipt not less than thirty (30) days before such redemption date to the following: The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530; Midwest Securities Trust Company, Capital Structures - Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103; Attention: Bond Department; provided, however, that such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of any proceedings for the redemption of Bonds.

Section 3.04. Bonds Due and Payable on Redemption Date; Interest Ceases To Accrue. On the redemption date, the principal amount of each Bond to be redeemed, together with the accrued interest thereon to such date, shall become due and payable; and from and after such date, notice (if required) having been given and moneys available solely for such redemption being on deposit with the Trustee in accordance with the provisions of this Article III, then, notwithstanding that any Bonds called for redemption shall not have been surrendered, no further interest shall accrue on any of such Bonds or portions thereof to be redeemed. From and after such date of redemption (such notice having been given and moneys available solely for such redemption being on deposit with the Trustee), the Bonds or portions thereof to be redeemed shall not be deemed to be Outstanding hereunder, and the Commission shall be under no further liability in respect thereof.

Section 3.05. Cancellation. All Bonds which have been redeemed shall be canceled by the Registrar as provided in Section 2.08 hereof.

Section 3.06. Partial Redemption of Bonds. Upon surrender of any Bond in a denomination greater than \$5,000 called for redemption in part only, the Commission shall execute and the Registrar shall authenticate and deliver to the registered Owner thereof a new Bond or Bonds of Authorized Denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.07. Selection of Bonds To Be Redeemed. The Bonds shall be redeemed pursuant to Sections 3.01 and 3.02 only in the principal amount of an Authorized Denomination. The Bonds or portions of the Bonds to be redeemed shall, except as

otherwise provided in Section 3.02 hereof, be selected by the Registrar by lot or in such other manner as the Commission in its discretion may deem appropriate.

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ARTICLE IV REVENUES AND FUNDS

Section 4.01. Source of Payment of Bonds. The Bonds and all payments by the Commission hereunder are limited and special obligations of the Commission and are payable solely out of Revenues and certain proceeds of the Bonds as authorized by the Constitution and laws of the State, including particularly the Act, as and to the extent provided herein. The Bonds and the Commission's other obligations hereunder are solely and exclusively obligations of the Commission to the extent set forth herein and do not constitute or create an obligation, general or special, or debt, liability or moral obligation of the State or any political subdivision or any municipal corporation of the State. The Bonds shall not be or constitute a general obligation of the Commission, the State of Florida or any political subdivision or any municipal corporation thereof or a lien upon any property owned or situated within the territorial limits of the Commission, the State of Florida or any political subdivision or any municipal corporation thereof except the Trust Estate, in the manner provided herein and in the Loan Agreements. The Loan Agreements do not represent joint liabilities of the Borrowers executing Loan Agreements with the Commission, and shall be payable solely as provided in such Loan Agreements.

Section 4.02. Creation of Funds and Accounts. There are hereby established by the Commission the following Funds and Accounts to be held by the Trustee: (1) the Project Loan Fund, with a Series 2002 Account therein, (2) the Principal Fund, with a Series 2002 Account therein, (3) the Revenue Fund, with a Series 2002 Account therein, (4) the Cost of Issuance Fund, with a Series 2002 Account therein, and (5) the Rebate Fund, with a Series 2002 Account therein, to be held by the Trustee or the Commission and applied as provided in Section 13.08 hereof.

Section 4.03. Project Loan Fund. Moneys from the appropriate Accounts in the Project Loan Fund shall be disbursed at Closing to make Loans to Borrowers upon the submission of the documents by Borrowers as required by, and upon the terms and conditions specified in, Article V hereof. Thereafter, such Project Loan Fund monies are held by the Borrowers. Upon the occurrence of an event of default under a Loan Agreement and the exercise by the Trustee of the remedy specified in Section 8.03(a) of such Loan Agreement, any moneys in the Project Loan Fund not yet disbursed to the defaulting Borrower, if any, shall be transferred by the Trustee to the Principal Fund and applied in accordance with the second paragraph of Section 4.04 hereof.

Section 4.04. Principal Fund. Upon the receipt of Loan Repayments or Liquidation Proceeds, the Trustee shall deposit in the Series 2002 Account (or in the appropriate Account if there is more than one Series of Bonds issued hereunder) of the Principal Fund all payments or recoveries of principal of Loans or payments to be applied to the payment of any premium due upon redemption of the appropriate Series of Bonds.

Amounts in the Series 2002 Account (or in the appropriate Account if there is more than one Series of Bonds issued hereunder) the Principal Fund shall be used as follows: (1) to pay scheduled principal payments of the Series 2002 Bonds (or appropriate Series of Bonds if there is more than one Series of Bonds issued hereunder), and (2) to pay the principal of and premium, if any, on the Series 2002 Bonds (or appropriate Series of Bonds

if there is more than one Series of Bonds issued hereunder) redeemed pursuant to Section 3.01 or Section 3.02 when required by such Sections.

Upon acceleration of maturity of all or a portion of the Series 2002 Bonds pursuant to Section 9.02, all amounts in the Series 2002 Account of the Principal Fund (including Insurance Proceeds on deposit pursuant to Article IX hereof) shall be used to pay maturing principal of and interest on the appropriate Series of Bonds.

Section 4.05. Revenue Fund. Upon the receipt of Loan Repayments from a particular Borrower, Liquidation Proceeds, or proceeds earmarked for capitalized interest, the Trustee shall deposit in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Revenue Fund all moneys remaining after the deposits required by Section 4.04 hereof. All investment earnings on amounts in the Funds and Accounts (except the Rebate Fund) shall be deposited in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Revenue Fund as received. Any amounts received by the Trustee hereunder which are not required to be deposited elsewhere shall also be deposited in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Revenue Fund.

Amounts in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Revenue Fund shall be used to make the following payments or transfers in the following order of priority:

(1) On each Interest Payment Date, to pay interest due on the appropriate Series of Bonds;

(2) At such times as are necessary, to pay accrued interest due on the appropriate Series of Bonds redeemed pursuant to Sections 3.01 or 3.02 hereof;

(3) At such times as are necessary, to pay the fees and expenses of the Trustee, DTC, the Registrar and the Paying Agent (including the cost of printing additional Bonds) and the fees and expenses of the Commission (including costs of issuing the Bonds if insufficient amounts are on hand in the Cost of Issuance Fund), any counsel consulted by the Commission with respect to any Loan, or of Accountants employed pursuant to Section 4.11 hereof; provided, further, that the Bond Insurer may authorize the payment of any such fees or expenses prior to the payment of interest on the appropriate Series of Bonds, subject to Section 4.11 hereof;

(4) On each Interest Payment Date of each year, all amounts remaining in the Series 2002 Account (or in any Account if there is more than one Series of Bonds issued hereunder) within Revenue Fund, other than fees being collected in installments pursuant to the relevant Loan Agreement and amounts which will be credited against the relevant Borrower's next Loan Repayments, shall be deposited in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Principal Fund, as provided in Section 5.04 of the Loan Agreements.

Section 4.06. [Reserved]

Section 4.07. Cost of Issuance Fund. Moneys in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Cost of Issuance Fund shall be used to pay costs of issuing the appropriate Series of Bonds to the extent not paid from other sources, which costs may include, all printing expenses in connection with this Indenture, the Loan Agreements, the preliminary and final Official Statements for the Bonds; the underwriters' discount for the initial purchase of the Bonds; the initial Bond Insurance premium; administrative expenses of the Commission; and legal fees and expenses of Counsel to the Commission and each Borrower, Bond Counsel and Counsel to the Bond Insurer and fees of the financial advisor to the Commission; any accounting, expenses incurred in connection with determining that the Bonds are not arbitrage bonds, the Trustee's and the Paying Agent and Registrar's initial fees and expenses (including attorney's fees), upon the submission of requisitions by the Commission signed by an officer of the Commission stating the amount to be paid, to whom it is to be paid and the reason for such payment, and that the amount of such requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper expense of issuing such Bonds. Any monies remaining in the Cost of Issuance Fund on **[October 26, 2002]** shall be transferred to the appropriate Borrower to be used to pay costs of issuing the appropriate series of Bonds or to be used on a pro rata basis to pay the appropriate Borrower's obligation to pay Loan interest, taking into consideration the discount at which such Loans were made as specified in Section 3.01 of each Loan Agreement.

Section 4.08. Application of Bond Proceeds. The proceeds of the Bonds of \$_____, net of underwriting discount of \$_____, plus original issue premium of \$_____, and the Bond Insurance premium of \$_____ which was wired directly by the underwriter of the Bonds to the Bond Insurer on behalf of the Commission, plus accrued interest of \$_____, shall be deposited with the Trustee as follows:

(i) In the Series 2002 Account of the Revenue Fund, the sum of \$_____ which represents accrued interest;

(ii) In the Series 2002 Account of the Cost of Issuance Fund, the sum of \$_____;

[(iii) In the Broward Escrow Account, the sum of \$_____, together with \$_____ transferred from the Debt Service Reserve Fund established pursuant to that certain Trust Indenture dated _____ 1, 1993 between the Trustee and the Commission; and]

(iv) In the Series 2002 Account of the Project Loan Fund, the sum of \$_____ which represents the balance of the proceeds received from the sale of the Bonds.

Section 4.09. Moneys To Be Held in Trust. With the exception of moneys deposited in the Rebate Fund, all moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee, in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been

duly given, and except as otherwise provided in Section 2.10 hereof, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby.

Section 4.10. Reports From Trustee. Unless otherwise advised in writing, the Trustee shall furnish monthly to the Commission, the Bond Insurer and to any Borrower, upon request, on the twentieth (20th) day of the month following the month in which the Bonds are delivered, and on the twentieth (20th) day of each month thereafter, a report on the status of each of the Funds and Accounts established under this Article IV which are held by the Trustee, showing at least the balance in each such Fund or Account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such Fund or Account, the dates of such deposits and disbursements, and the balance in each such Fund or Account on the last day of the preceding month.

Section 4.11. Certain Verifications. The Commission, the Trustee and/or the Bond Insurer from time to time may cause a firm of Accountants to supply the Commission, the Trustee and the Bond Insurer with such information as the Commission, the Trustee or the Bond Insurer may request in order to determine in a manner reasonably satisfactory to the Commission, the Trustee and the Bond Insurer all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements on the Loans and Funds described herein to pay the principal of and interest on the Bonds and (b) the actuarial yields on the applicable Loans and on the Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid from moneys in the Revenue Fund pursuant to Section 4.05(2) hereof.

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**ARTICLE V
PROJECT LOANS**

Section 5.01. Terms and Conditions of Loans. The Commission will make Loans to Borrowers in order to (i) finance the acquisition, construction, reconstruction, improvement and equipping of Projects by Borrowers and (ii) refund or refinance debt incurred by Borrowers for such purposes, all in accordance with provisions more fully set forth in the Loan Agreements.

Section 5.02. Loan Closing Submission. No Loan shall be made by the Commission unless and until the Bond Insurer has consented in writing and unless and until the documents required by Section 4.03 of the Loan Agreements are submitted to the Commission.

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ARTICLE VI
SERVICING OF LOANS

The Trustee shall be responsible for calculating payments due in respect of the Loans, holding collateral pledged in respect of the Loans, if any, and enforcing the Loans; provided, however, that the Trustee shall have no duty to take notice of any default in respect of any Loan (other than a payment default) unless the Trustee shall be notified of such default in a written instrument.

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ARTICLE VII INVESTMENT OF MONEYS

All moneys in any of the Funds and Accounts shall be invested by the Trustee in Investment Securities with due regard for the fiduciary responsibility of the Trustee to maximize investment income. All Investment Securities shall be acquired subject to the limitations set forth in Section 13.08 hereof, at the direction of the Commission, which may be telephonically made and promptly confirmed in writing. In the absence of any directions by the Commission or the Borrower, as applicable, the Trustee may invest moneys in any of the Funds and Accounts in repurchase agreements described in clause (d) of the definition of "Investment Securities" in Article I of this Indenture.

Moneys in the Funds and Accounts shall be invested in Investment Securities with respect to which payments of principal thereof and interest thereon are scheduled or otherwise payable not later than the dates on which it is estimated that such moneys will be required by the Trustee for the purposes specified in this Indenture. Investment Securities acquired pursuant to this Section under a repurchase agreement with the seller thereof may be deemed to mature on the dates on and in the amounts (i.e., for the repurchase price) which the Trustee may deliver such Investment Securities to such seller for repurchase under such agreement.

Investment Securities acquired as an investment of moneys in any Fund or Account shall be credited to such Fund or Account. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to any such Fund or Account shall be valued at market value on the date of determination; provided, however, that repurchase agreements shall be valued at the aggregate repurchase price of the securities remaining to be repurchased pursuant to such agreements and investment agreements shall be valued at the aggregate amount remaining invested therein (in each case exclusive of accrued interest after the first payment of interest following purchase).

All interest, profits and other income earned from investment (other than in Loans) of all moneys in any Fund or Account (except the Rebate Fund) shall be deposited when received in the Series 2002 Account (or appropriate Account if there is more than one Series of Bonds issued hereunder) of the Revenue Fund, except that an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the Fund or Account from which such accrued interest was paid.

Subject to Section 13.08 hereof and except as provided herein, investments in any and all Funds and Accounts may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in particular Funds and Accounts of amounts received or held by the Trustee hereunder, provided that, notwithstanding any such commingling, the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture. The Trustee may act as principal or agent in the acquisition or disposition of Investment Securities. The Trustee may sell, or present for redemption, any Investment Securities so purchased whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Fund or Account to which such Investment Security

is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant to this Article VII.

In computing the amount in any Fund or Account, Investment Securities shall be valued at the market value of such obligations, exclusive of accrued interest. With respect to all Funds and Accounts, valuation shall occur annually.

All amounts representing accrued and capitalized interest, if any, shall be held by the Trustee, pledged solely to the payment of interest and invested only in Government Obligations maturing at such times, and in such amounts as are necessary to match the interest payments on the appropriate Series of Bonds.

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ARTICLE VIII DISCHARGE OF INDENTURE

If the Commission shall pay or cause to be paid (other than by the Bond Insurer) to the Owner of any Bond secured hereby the principal of and interest due and payable, and thereafter to become due and payable, upon such Bond, or any portion of such Bond in the principal amount of Authorized Denominations, such Bond or portion thereof shall cease to be entitled to any lien, benefit or security under this Indenture. If the Commission shall pay or cause to be paid (other than by the Bond Insurer) to the Owners of all the Bonds of a Series secured hereby the principal of and interest due and payable, and thereafter to become due and payable thereon, and shall pay or cause to be paid (other than by the Bond Insurer) all other sums payable hereunder by the Commission and related to such Series, then, and in that case, the right, title and interest of the Trustee in the related Trust Estate shall thereupon cease, terminate and become void. In such event, the Trustee shall assign, transfer and turn over to the Commission the related Trust Estate and, at the direction of the Commission, cancel any outstanding Loans related to such Series of Bonds; provided that if such Series of Bonds are paid from the proceeds of refunding bonds, the Loans shall, at the direction of the Commission, not be canceled but shall be transferred and pledged as security and a source of payment for the refunding bonds.

Notwithstanding the release and discharge of the lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and the duties of the Trustee in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the Bondholder.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein), either (i) shall have been made or caused to be made (other than by the Bond Insurer) in accordance with the terms thereof, or (ii) shall have been provided for (other than by the Bond Insurer) by irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and the Commission pertaining to such Series of Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Series of Bonds as aforesaid (1) until the Commission shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(i) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(ii) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (i) hereof; and

(iii) if all the Bonds of such Series are not to be redeemed within 30 days, to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the Owners of such Series of Bonds that the deposit required by (a)(ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, of said Series of Bonds as specified in (i) hereof; and

(2) if any Bonds of such Series are to be redeemed within the next 30 days, until proper notice of redemption of those Bonds has been given.

Any moneys so deposited with the Trustee as provided in the two foregoing paragraphs may, at the direction of the Commission, also be invested and reinvested in Governmental Obligations described in clause (i) of the definition thereof, maturing in the amounts and at the times as hereinbefore set forth, and all income from all such Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be paid to the Commission as and when realized if not needed to pay any fees or expenses provided for hereunder.

No deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds of a Series (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds of a Series and interest thereon when due and such Bonds and interest shall not have in fact been actually paid in full when due, no amendment to the provisions of this Article shall be made without the consent of the Owner of each Bond affected thereby.

Anything to the contrary provided elsewhere in this Indenture notwithstanding, this Indenture shall not be discharged as long as any amounts are owing to the Bond Insurer

and no Bond shall be deemed paid under this Indenture if the Bond Insurer shall have made any payment under the Bond Insurance in respect of the principal of or interest on such Bond until the amount of such principal or interest, together with interest thereon provided for herein and in the Bonds on past-due principal and interest, shall have been paid to the Bond Insurer. Furthermore, if the discharge of the Indenture is based upon, or utilizes a forward supply contract, the Insurer's prior written consent must be received before the Indenture shall be discharged by the Trustee.

Prior to any defeasance becoming effective under this Indenture, (i) the amounts required to be deposited in an escrow fund pursuant to this Indenture and the escrow deposit agreement entered into in order to effectuate such defeasance shall be invested only in Government Obligations and (ii) the Bond Insurer shall have received (a) the final official statement delivered in connection with the refunding bonds, (b) a copy of the Accountant's verification report, (c) a copy of the escrow deposit agreement in form and substance acceptable to the Bond Insurer, (d) a copy of an opinion of Bond Counsel, dated the date of closing addressed to the Bond Insurer, to the effect that the refunded bonds have been paid within the meaning and with the effect expressed in the Indenture, and the covenants, agreements and other obligations of the Commission to the holders of the refunded bonds have been discharged and satisfied.

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ARTICLE IX
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.01. Defaults; Events of Default. If any of the following events occurs with respect to a Series of Bonds, it is hereby defined as and declared to be and to constitute an "Event of Default" with respect to such Series of Bonds:

(a) Default in the payment of the principal of or interest on any Bond of that Series after the principal or interest has become due, whether at maturity or upon call for redemption.

(b) Default in the performance or observance of any covenant, agreement or condition on the part of the Commission contained in this Indenture or in the Bonds of that Series (other than defaults mentioned in Section 9.01(a) and (c)) and failure to remedy the same after notice of the default pursuant to Section 9.10 hereof.

(c) If the Commission shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State, or the commission by the Commission of any act of bankruptcy, or adjudication of the Commission as a bankrupt, or assignment by the Commission for the benefit of its creditors or the approval by a court of competent jurisdiction of a petition applicable to the Commission in any proceeding for its reorganization instituted under federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State.

Section 9.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default with respect to a Series of Bonds, the Trustee shall have the following rights and remedies:

(a) The Trustee may, and in the case of Event of Default under Section 9.01(c) above shall, pursue any available remedy at law or in equity or by statute, including the federal bankruptcy laws or other applicable law or statute of the United States of America or of the State, to enforce the payment of principal of and interest on the Bonds of such Series then Outstanding, including enforcement of any rights of the Commission or the Trustee under the related Loan Agreements.

(b) The Trustee may by action or suit in equity require the Commission to account as if it were the trustee of an express trust for the Owners of the Bonds of such Series and may then take such action with respect to the related Loan Agreements as the Trustee shall deem necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the related Loan Agreements, including the sale of part or all of the related Loan Agreements.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the related Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee shall give written notice of any Event of Default to the Commission and the Bond Insurer as promptly as practicable after the occurrence of an Event of Default becomes known to the Trustee. If an Event of Default has occurred and is continuing, the Bond Insurer shall, subject to the provisions in the following sentence, have the right to direct the Trustee to declare immediately due and payable the principal amount of the Outstanding Bonds of such Series, provided that as a condition to such direction of acceleration, the Bond Insurer shall have deposited Insurance Proceeds with the Trustee in an amount equal to principal of, and interest accrued and to accrue (to a date not less than 30 days following the Bond Insurer's notice of direction to the Trustee of acceleration) on the Series of Bonds Outstanding which is due as a result of such acceleration. NOTWITHSTANDING THE FOREGOING OR ANY PROVISION HEREIN TO THE CONTRARY, IN THE EVENT AN EVENT OF DEFAULT HAS OCCURRED BECAUSE OF A DEFAULT UNDER LESS THAN ALL OF THE RELATED LOAN AGREEMENTS, THE BOND INSURER SHALL ONLY HAVE THE RIGHT TO DIRECT THE TRUSTEE TO DECLARE IMMEDIATELY DUE AND PAYABLE A PRINCIPAL AMOUNT OF THE OUTSTANDING BONDS OF SUCH SERIES IN AN AMOUNT EQUAL TO THE PRINCIPAL AMOUNT OF THE RELATED LOAN OR LOANS THEN IN DEFAULT. In such event, the Bond Insurer shall direct the Trustee as to which of the Outstanding Bonds of such Series shall be declared immediately due and payable. In making such declaration, the Commission and the Bond Insurer may only declare Bonds of such Series immediately due and payable as are reasonably related to the related Loan Repayments. When the Trustee is directed that payment with respect to such Series of Bonds is to be accelerated by the Bond Insurer pursuant to this Section, and when the Bond Insurer, in connection with acceleration of such Bonds by the Trustee, shall have elected in its discretion to deposit Insurance Proceeds in an amount sufficient to pay all amounts of principal and interest due on such Bonds including principal due by reason of acceleration and has so notified the Trustee, the Trustee shall mail notice to the registered Owners of such Bonds not less than fifteen days prior to the date (the "Insurance Payment Date") to which interest accrued and to accrue on such Bonds has been provided by the Bond Insurer, which notice shall state the manner in which such Bonds may be assigned to the Bond Insurer or to an agent or designee thereof in exchange for payment thereon and shall state that from and after the Insurance Payment Date, interest shall cease to accrue on such Bonds for the benefit of such registered Owners (provided that an amount equal to such interest shall continue to accrue on such Bonds assigned to the Bond Insurer as aforesaid).

If an Event of Default shall have occurred, and if requested so to do by the Bond Insurer or by the owners of 25% or more in aggregate principal amount of Outstanding Bonds of a Series affected thereby and indemnified as provided in Section 10.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders or the Bond Insurer) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or

employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

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

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

No waiver of any default or Event of Default hereunder by the Trustee shall be effective without the approval of the Bond Insurer.

Section 9.03. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Bond Insurer (unless the Bond Insurer is in default under the Bond Insurance) or, with consent of the Bond Insurer (provided such consent shall not be required if the Bond Insurer is in default under the Bond Insurance), the Owners of a majority in aggregate principal amount of the Outstanding Bonds of all Series affected thereby shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 9.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article, including by virtue of action taken under provisions of any Loan Agreement, shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees (including reasonable Trustee's fees), expenses, liabilities and advances payable to, incurred or made by the Trustee (including reasonable fees and disbursements of its Counsel), be applied, along with any other moneys available for such purposes, as follows:

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

FIRST -- To the payment to the persons entitled thereto of all amounts payable pursuant to Section 4.05(1) or Section 4.05(2) and, as to installments of interest, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due at stated maturity or pursuant to a call for redemption (other than such Bonds called for redemption for the payment of which moneys are held pursuant to the other provisions of this Indenture), in the order of their due dates and, if the amount available shall not be sufficient to pay in full Bonds of such Series due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD -- To payment to the persons entitled thereto of all amounts payable pursuant to Sections 4.05(3); and

FOURTH -- To be held as provided in Article IV hereof for the payment to the persons entitled thereto as the same shall become due of the amounts payable pursuant to this Indenture (including principal of such Bonds due upon call for redemption) and, if the amount available shall not be sufficient to pay in full amounts due on any particular date, payment shall be made ratably according to the priorities set forth in subparagraphs FIRST, SECOND and THIRD above.

(b) If the principal of all the Bonds of a Series shall have become due, all such moneys shall be applied to the payment of the principal of and interest then due and unpaid upon the Bonds and amounts payable pursuant to Section 4.05(3), with Bond principal and interest to be paid first, 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, and with the items enumerated in Section 4.05(3) to be paid second to the Persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and past-due interest to be paid on such date shall cease to accrue. Defaulted interest on a Bond shall be payable to the person in whose name such Bond is registered at the close of business on a Special Record Date for the payment of defaulted interest established by notice mailed by the Trustee to the registered Owners of Bonds not more than fifteen (15) days preceding such Special Record Date. Such notice shall be mailed to

the person in whose name the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing. The Trustee shall not be required to make payment of principal of any Bond to the Owner of such Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds of such Series have been paid under the provisions of this Section and all expenses and charges of the Trustee and the Bond Insurer have been paid, any balance remaining in the Funds and Accounts shall be transferred to the Commission as provided in Article VIII hereof.

Section 9.06. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of all the Outstanding Bonds of all Series affected thereby.

Section 9.07. Rights and Remedies of Bondholders. No Owner of any Bond or the Bond Insurer shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred, (b) such default shall have become an Event of Default and the Owners of not less than 25% in aggregate principal amount of Outstanding Bonds of all Series affected thereby, with the consent of the Bond Insurer or the Bond Insurer shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Owners of Bonds or the Bond Insurer shall have offered to the Trustee indemnity as provided in Section 10.01(1) hereof, and (d) the Trustee shall for 60 days after receipt of such request and indemnification fail or refuse to exercise the rights and remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners of the Bonds or the Bond Insurer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Outstanding Bonds of all Series affected thereby. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity or redemption date of such principal or interest, or the obligation of the Commission to pay the principal of and interest on each of the Bonds issued hereunder to the respective registered Owners thereof at the time, place, from the source and in the manner in this Indenture and in the Bonds expressed.

Section 9.08. Termination of Proceedings. In case the Trustee or any Owner of any Bonds or the Bond Insurer shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Commission, the Trustee, the Bond Insurer and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and Owners of Bonds shall continue as if no such proceedings had been taken.

Section 9.09. Waivers of Events of Default. The Trustee may, with the consent of the Bond Insurer, at its discretion waive any Event of Default hereunder (other than an Event of Default specified in 9.01(c) above) and its consequences and may rescind any declaration of maturity of all the Bonds of all Series affected thereby (except an acceleration of maturity of all or a portion of such Bonds directed by the Bond Insurer) and shall do so upon the written request of the Bond Insurer or the Owners of (a) more than two-thirds in aggregate principal amount of all Outstanding Bonds of all Series affected thereby (with the consent of the Bond Insurer, unless the Bond Insurer is in default under the Bond Insurance) in the case of default in the payment of principal or interest, or (b) more than one-half in aggregate principal amount of all Outstanding Bonds of all Series affected thereby (with the consent of the Bond Insurer, unless the Bond Insurer is in default under the Bond Insurance) in the case of any other default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any such Outstanding Bond at the date of maturity specified therein or (ii) any default in the payment when due of the interest on any such Outstanding Bond, unless prior to such waiver, all arrears of interest or all arrears of payments of principal when due, as the case may be, with interest on overdue principal and interest as provided in Section 2.04(f) hereof, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then, and in every such case, the Commission, the Trustee, the Bond Insurer and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. No such waiver shall affect the rights of third parties to payment of amounts provided for hereunder.

Section 9.10. Notice of Defaults Under Section 9.01(b); Opportunity of Commission To Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.01(b) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Commission by the Trustee or by the Bond Insurer or the Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds of all Series affected thereby and the Commission shall have had 30 days after receipt of such notice to correct the default or cause the default to be corrected, and shall not have corrected the default or caused the default to be corrected within the applicable period; provided, however, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Commission within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice is given to the Commission under the provisions of this Section, the Commission hereby grants the Trustee full authority for the account of the Commission to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Commission with full power to do any and all things and acts to the same extent that the Commission could do and perform any such things and acts and with power of substitution.

The Commission and the Trustee shall notify the Bond Insurer within five (5) days after each has received notice or has knowledge of (i) an Event of Default specified in Section 9.01 hereof or the failure to make any required deposit to the Principal Fund or the Revenue Fund to pay principal or interest when due.

Any notice that is required to be given to the Bondholders or the Trustee pursuant to this Indenture or any Supplemental Indenture shall also be provided to the Bond Insurer. All notices required to be given to the Bond Insurer under this Indenture shall be in writing and shall be sent by registered or certified mail addressed to the Bond Insurer.

Section 9.11. Bond Insurer to be Deemed Bondowner; Rights of Bond Insurer.

(a) Notwithstanding any provisions of this Indenture to the contrary, unless the Bond Insurer is in default under the Bond Insurance, the Bond Insurer shall at all times be deemed the exclusive Owner of all Bonds for all purposes except for the purpose of payment of the principal of and premium, if any, and interest on the Bonds prior to the payment by the Bond Insurer of the principal of and interest on the Bonds. The Bond Insurer, unless the Bond Insurer is in default under the Bond Insurance, shall have the exclusive right to direct any action or remedy to be undertaken by the Trustee, by the Owners or by any other party pursuant to the Indenture and the Loan Agreements, and no acceleration of the Bonds shall be permitted, and no event of default shall be waived, without the Bond Insurer's consent. All rights to collect, receive and dispose of collateral shall be independent of any rights to effect acceleration of the Bonds.

(b) The Bond Insurer shall be subrogated to any and all of the rights of the Owners of any and all of the Bonds insured by the Bond Insurer (unless the Bond Insurer is in default under the Bond Insurance) at all times for the purpose of the execution and delivery of a Supplemental Indenture or of any amendment, change or modification of the Loan Agreements or the initiation by Bondholders of any action to be undertaken by the Trustee at the Bondholder's request. In addition, the Bond Insurer's consent to any Supplemental Indenture and any amendment, change or modification of any Loan Agreement shall be required.

(c) Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined herein, the Bond Insurer, unless the Bond Insurer is in default under the Bond Insurance, shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders for the benefit of the Bondholders under this Indenture.

ARTICLE X THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case an Event of Default of which the Trustee has or is deemed to have notice has occurred (which has not been cured or waived) and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may but need not be the attorney or attorneys for the Commission, the Bond Insurer or a Borrower) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds, or for the validity of the execution by the Commission of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title or interest of the Issuer therein, the security provided thereby or by this Indenture, the technical or financial feasibility of the Project, the compliance of the Project with the Act, or the tax-exempt status of the Bonds.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) Unless an officer of the corporate trust department of the Trustee shall have actual knowledge thereof, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except defaults under Section 9.01(a) hereof unless the Trustee shall be specifically notified in writing of such default by the Commission or the Bond Insurer or a court of law or by any Owner of Bonds. All notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee and, in the absence of such

notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. The Trustee shall provide copies of any such notices as soon as practicable to the Commission, Bond Insurer and the Borrowers.

(f) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Commission. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(g) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an authorized officer of the Commission as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has knowledge, or is deemed to have notice pursuant to Section 10.01(e), shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Executive Director or Secretary of the Commission under its seal to the effect that a resolution in the form therein set forth has been adopted by the Commission as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(h) All moneys received by the Trustee hereunder, until used or applied as herein provided, shall be held in trust for the purposes for which they were received.

(i) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives and the Bond Insurer, shall have the right to inspect any and all of the books, papers and records of the Commission pertaining to the Revenues and receipts under the Loan Agreements and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Before taking the action referred to in Sections 9.02, 9.03 or 9.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

Section 10.02. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily

made or incurred by the Trustee but solely from moneys available therefor pursuant to Section 4.05 hereof or Section 9.05 hereof and pursuant to the Loan Agreements.

Section 10.03. Notice to Bondholders if Default Occurs Under Indenture. If the Trustee becomes aware of an Event of Default, then the Trustee shall promptly give written notice thereof by registered or certified mail to the Bond Insurer and by first-class mail to the Owners of all Outstanding Bonds of all Series affected thereby, as shown by the bond registration books.

Section 10.04. Intervention by Trustee. In any judicial proceeding to which the Commission is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by (i) the Bond Insurer, or (ii) the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding, with the consent of the Bond Insurer.

Section 10.05. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto shall be and become, to the extent permitted by law, successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Any successor Trustee appointed pursuant to this Section or through consolidation, sale, or merger shall be a trust company or bank 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 authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to the Bond Insurer.

Section 10.06. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving sixty (60) days' written notice by registered or certified mail to the Commission and the Bond Insurer and by first-class mail to the registered Owner of each Bond, and such resignation shall take effect upon the appointment of a successor Trustee as hereinafter provided and the acceptance of such appointment by such successor. No such acceptance shall be effective unless the Bond Insurer has consented in writing to such appointment.

Section 10.07. Removal of Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and to the Commission and signed by the Bond Insurer or the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, or by the Bond Insurer for any breach of trust set forth herein.

Section 10.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by a resolution of the Commission, with the consent of the Bond Insurer, or if the Commission shall not have appointed a successor Trustee, by filing with the Commission an instrument or concurrent instruments in writing signed by Owners of not less than a majority in principal amount of Bonds outstanding, or by their attorneys in fact, duly authorized. Nevertheless, in case of such vacancy, the Bond Insurer may appoint a temporary Trustee to fill such vacancy until a successor to the Trustee shall be appointed in the manner above prescribed; and any such temporary Trustee so appointed by the Bond Insurer shall immediately and without further act be superseded by any Trustee so appointed. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 10.06 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing having a corporate trust office in the State, having a reported capital and surplus of not less than \$50,000,000 and subject to examination by federal or State authority, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. The Bond Insurer shall be notified immediately upon the resignation or termination of the Trustee and the appointment of a successor Trustee.

Section 10.09. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Commission and the Bond Insurer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Commission, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys, documents and other property held by it as the Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Commission be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Commission. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded. Such successor Trustee shall give notice of such successors to Fitch and Moody's.

Section 10.10. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Commission and the Bond Insurer, at reasonable hours and under reasonable conditions.

Section 10.11. [Reserved]

Section 10.12. Paying Agent. The Commission hereby appoints the Trustee as Paying Agent. The Commission may, with the approval of the Trustee and the Bond Insurer, appoint additional Paying Agents for the Bonds. Each Paying Agent shall designate to the Commission and the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Commission under which such Paying Agent will agree, particularly:

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

(b) to keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the Commission and the Trustee at all reasonable times; and

(c) upon the request of the Trustee, to forthwith deliver to the Trustee all sums so held in trust by the Paying Agent.

Section 10.13. Registrar. The Commission hereby appoints the Trustee as Registrar for the Bonds. The Registrar shall designate to the Trustee its principal office and signify its acceptance of the duties imposed upon its execution of this Indenture and agrees to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Commission and the Trustee at all reasonable times.

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

Section 10.14. Effect on Bondholders of Certain Actions. Notwithstanding any other provision of this Indenture, in determining whether the rights of the Bondholders will be adversely affected by any action taken pursuant to the terms and provisions of this Indenture, the Trustee or Paying Agent shall consider the effect on the Bondholders as if there were no Bond Insurance.

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**ARTICLE XI
SUPPLEMENTAL INDENTURES**

Section 11.01. Supplemental Indentures Not Requiring Consent of Bondholders. The Commission and the Trustee may, without the consent of or notice to any of the Bondholders but only with the consent of the Bond Insurer, enter into any indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure or correct any ambiguity or omission or formal defect in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the judgment of the Trustee, is not to the material prejudice of the Bondholders;

(c) To subject to this Indenture additional revenues, properties or collateral; or

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.

Section 11.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than two-thirds in aggregate principal amount of the Outstanding Bonds affected thereby shall have the right, from time to time, to consent to and approve the execution by the Commission and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (1) without the consent of the Owners of all then Outstanding Bonds affected thereby, of (a) an extension of the maturity date of the principal of or the interest on any Bond, or (b) a reduction in the principal amount of any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture, or (e) the creation of any lien hereunder other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (2) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Commission shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by registered or certified mail to each Owner of a Bond affected thereby at the address shown on the registration books. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Commission, following the mailing of such notice, the Owners of not less than two-thirds in aggregate principal amount of the Outstanding Bonds affected thereby at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right 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 execution thereof, or to enjoin or restrain the Trustee or the Commission from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Notwithstanding the foregoing or any other provisions to the contrary, for as long as the Bond Insurance remains in full force and effect, consent and approval by the Bond Insurer shall constitute the required consent and approval of the Owners of the Bonds.

Section 11.03. Notice to Moody's and Fitch. The Trustee shall give notice to Moody's and Fitch of any supplemental indentures or any amendments to any Loan Agreement.

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ARTICLE XII
AMENDMENT OF LOAN AGREEMENTS

Section 12.01. Amendments, Etc., Not Requiring Consent of Bondholders. The Commission and the Trustee may, without the consent of or notice to the Bondholders, but only with the consent of the Bond Insurer, consent to any amendment pursuant to Section 9.04 of each Loan Agreement, change or modification of any Loan Agreement that may be required (a) by the provisions of such Loan Agreement or to conform to the provisions of this Indenture, (b) for the purpose of curing any ambiguity or inconsistency or formal defect or omission, (c) so as to add additional rights acquired in accordance with the provisions of such Loan Agreement or (d) in connection with any other change therein which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners of the Bonds of the related Series.

Section 12.02. Amendments, Etc., Requiring Consent of Bondholders. Except for amendments, changes or modifications provided for in Section 12.01 hereof, neither the Commission nor the Trustee shall consent to any amendment, change or modification of any Loan Agreement without the mailing of notice and the written approval or consent of the Owners of not less than two-thirds in aggregate principal amount of the Bonds of the related Series at the time Outstanding given and procured as in this Section provided. If at any time the Commission and a Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of a Loan Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders. Nothing contained in this Section shall permit, or be construed as permitting, a reduction of the aggregate principal amount of Bonds the Owners of which are required to consent to any amendment, change or modification of a Loan Agreement, a reduction in, or a postponement of, the payments under any Loan Agreement or any changes that affect the exclusion of interest on the Bonds from the gross income of the Holders thereof for purposes of Federal income taxation, without the consent of the Owners of all of the Bonds of the related Series then Outstanding.

Notwithstanding the foregoing or any other provisions to the contrary, for as long as the Bond Insurance remains in full force and effect, consent and approval by the Bond Insurer shall constitute the required consent and approval of the Owners of the Bonds.

Nothing contained in this Section shall be construed to prevent the Trustee, with the consent of the Commission and the Bond Insurer, from settling a default under any Loan Agreement on such terms as the Trustee may determine to be in the best interests of the Owners of the Bonds.

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ARTICLE XIII GENERAL COVENANTS

Section 13.01. Payment of Principal and Interest. The Commission covenants that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Commission solely from the Trust Estate as provided in this Indenture, and nothing in the Bonds or this Indenture shall be considered as assigning or pledging any other funds or assets of the Commission other than such Trust Estate.

Section 13.02. Performance of Covenants; the Commission. The Commission covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Commission covenants that it is duly authorized under the Constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture, to execute and deliver Loan Agreements, to assign the Loan Agreements and collateral documents and amounts payable thereunder, and to pledge the Revenues and any other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Commission according to the terms thereof and hereof.

Section 13.03. Instruments of Further Assurance. The Commission agrees that the Trustee may defend its rights to the payments of the Revenues for the benefit of the Owners of the Bonds, against the claims and demands of all persons whomsoever. The Commission covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds. The Commission covenants and agrees that, except as provided herein or in the Loan Agreements, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the Revenues or the proceeds of the Bonds or its rights under the Loan Agreements.

Section 13.04. Recording and Filing. The Trustee shall keep and file or cause to be kept and filed all financing statements related to this Indenture and all supplements hereto, the Loan Agreements and all supplements thereto and such other documents as may be necessary to be kept and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Owners of the Bonds and the rights of the Trustee hereunder. In carrying out its duties under this Section 13.04, the Trustee shall be entitled to rely on an opinion of its Counsel specifying what actions are required to comply with this Section 13.04.

Section 13.05. Rights Under the Loan Agreements. The Loan Agreements, the form of which has been filed with the Trustee and duly executed counterparts of each of which will be retained by the Trustee, as required by Section 13.06 hereof, set forth the covenants and obligations of the Commission and the Borrowers, including provisions that the Loan Agreements may not be effectively amended without the concurring written consent of the Trustee, as provided in Article XII hereof, and reference is hereby made to the Loan Agreements for a detailed statement of said covenants and obligations of the Borrowers under the Loan Agreements, and the Commission agrees that the Trustee in its name or to the extent permitted by law, in the name of the Commission, may enforce all rights of the Commission and all obligations of the Borrowers under the Loan Agreements (and waive the same except for rights expressly granted to the Commission) on behalf of the Bondholders whether or not the Commission is in default hereunder.

Section 13.06. Possession and Inspection of Loan Agreements. The Trustee shall retain possession of an executed copy of each Loan Agreement to which it is a party or in which it has an interest and release them only in accordance with the provisions of this Indenture. The Commission and the Trustee covenant and agree that all books and documents in their possession relating to the Loan Agreements and to the distribution of proceeds thereof shall at all times be open to inspection by such accountants or other agencies or persons as the other party or the Bond Insurer may from time to time designate.

Section 13.07. Provision of Documents to Bondholders. If any Bondholder shall request of the Commission or Trustee a copy of the Indenture, the Bond Insurance or any Loan Agreement, the Trustee shall, at the expense of the Bondholder, provide such Bondholder with a photocopy or other copy of any such document requested.

Section 13.08. Tax Covenants.

(a) The Commission shall not use or permit the use of any proceeds of the Bonds or any other funds of the Commission, and the Trustee shall not use or permit the use of any proceeds of the Bonds or any other funds of the Commission held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Commission or Trustee with respect to the applicable Loan Agreements in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed," within the meaning of the Code. The Trustee covenants that, in those instances where it exercises discretion over the investment of funds, it shall not knowingly make any investment inconsistent with the foregoing covenants. If at any time the Commission is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the Commission shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(b) The Commission shall not use or permit the use of any proceeds of Bonds or any other funds of the Commission, and the Trustee shall not use or permit the use of any proceeds of the Bonds or any other funds of the Commission held by the Trustee, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or

actions, which would result in any of the Bonds being treated as a "private activity bond," as defined in Section 141 of the Code.

(c) The Commission and the Trustee shall at all times do and perform all acts and things permitted by law and this Indenture which are necessary or desirable in order to assure that interest paid on the Bonds will be excluded from gross income for purposes of Federal income taxation and shall take no action that would result in such interest not being excluded from Federal gross income.

(d) The Commission covenants that it will maintain adequate accounting records, and rebate investment income from the investment of proceeds of the Bonds to the United States Treasury within the time allowed and in the manner specified by the Code and regulations and will otherwise comply with such laws and regulations.

In order to insure compliance with the rebate provisions of Section 148(f) of the Code, the Commission has heretofore created the Rebate Fund with a Series 2002 Account therein. Such Fund may be held by the Commission or, at the option of the Commission, by the Trustee. The Rebate Fund and the Series 2002 Account therein need not be maintained if the Commission shall have received an Opinion of Bond Counsel acceptable to the Commission to the effect that failure to maintain the Rebate Fund or such Account therein shall not adversely affect the exclusion of interest on the Bonds from gross income for purposes of Federal income taxation. Moneys in the Rebate Fund shall not be considered moneys held under the Indenture and shall not constitute a part of the Trust Estate held for the benefit of the Bondholders or the Commission. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States Government as required by the regulations and as set forth in instructions delivered to the Commission upon issuance of the Bonds.

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ARTICLE XIV MISCELLANEOUS

Section 14.01. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Commission, the Trustee and any subsequent Owners of the Bonds with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of owning the same shall be proved by the registration books of the Commission maintained by the Registrar pursuant to Section 2.07 hereof.

Section 14.02. Limitation of Rights. With the exception of rights herein expressly conferred or as otherwise provided herein, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided. The Bond Insurer is recognized as a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 14.03. The Bond Insurer. All provisions in Article III, IV, IX, X, XI, XII or XIII regarding consents, approvals, directions, appointments or requests by the Bond Insurer shall be deemed to not require or permit such consents, directions, appointments or requests by the Bond Insurer and shall be read as if the Bond Insurer were not mentioned therein during any time in which (a) the Bond Insurer is in default in its obligation to make payments under the Bond Insurance, (b) the Bond Insurance shall at any time for any reason cease to be valid and binding on the Bond Insurer, or shall be declared to be null and void by final and conclusive judicial determination, or the validity or enforceability of any provision thereof is being contested by the Bond Insurer or any governmental agency or authority, or if the Bond Insurer is denying further liability or obligation under the Bond Insurance, or (c) a final determination against the Bond Insurer, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of the State of New York, whether now or hereafter in effect.

Section 14.04. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 14.05. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram or telex, addressed to the parties as follows:

Commission: First Florida Governmental Financing Commission
c/o Richard C. Dowdy
P.O. Box 14923
Tallahassee, Florida 32317-4923

Trustee, Paying
Agent and
Registrar: SunTrust Bank
225 East Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department

Bond Insurer: **[Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: Surveillance Department]**

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of payment of principal of or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or a legal holiday in the city of payment or a day or on which banking institutions are authorized by law to close in the city of payment, then payment of interest or principal shall be made on the succeeding Business Day with the same force and effect as if made on the interest payment date or the date of maturity or the date fixed for redemption.

Section 14.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

Section 14.08. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 14.09. Reporting Requirements. The Commission will file or cause to be filed with the Bond Insurer any official statement issued by, or on behalf of, the Commission in connection with the incurrence of any additional indebtedness by such Commission.

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IN WITNESS WHEREOF, the Commission has caused this Indenture to be executed on its behalf by its Chairman or Vice Chairman and the seal of the Commission to be hereunto affixed and duly attested by its Secretary or an Assistant Secretary-Treasurer; and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officer and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

FIRST FLORIDA GOVERNMENTAL
FINANCING COMMISSION

[SEAL]

Attest:

By: _____
Name: Jeffrey G. Spies
Title: Chairman

By: _____
Name: Carlos E. Garcia
Title: Secretary-Treasurer

[SEAL]

SUNTRUST BANK, as Trustee

By: _____
Name: Janice Entsminger
Title: Vice President

[Signature Page to the Trust Indenture for
First Florida Governmental Financing Commission
Improvement and Refunding Revenue Bonds, Series 2002]

EXHIBIT A

No. R-_____

\$_____

FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION
IMPROVEMENT AND REFUNDING REVENUE BONDS, SERIES 2002

Maturity Date:

Interest Rate:

Dated Date:

CUSIP:

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION, a legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State of Florida (the "Commission"), for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter mentioned) to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to any right of prior redemption hereinafter mentioned), the Principal Amount identified above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from [April 1, 2002], until payment of said Principal Amount has been made or duly provided for, at the Interest Rate set forth above on [July 1, 2002], and on each July 1 and January 1 thereafter (an "Interest Payment Date"), unless interest on this Bond is in default, in which event it shall bear interest from the last date to which interest has been paid until payment of such Principal Amount shall be discharged as provided in the Indenture hereinafter mentioned. The principal (or redemption price) hereof is payable upon presentation hereof at the principal office of SunTrust Bank, as Paying Agent and Registrar (together with any successor thereto, the "Paying Agent" and the "Registrar"). Interest hereon is payable by check mailed, except as provided in the Indenture, to the person whose name appears on the bond registration books maintained by the Registrar as the Registered Owner hereof as of the close of business on the 15th day of the calendar month preceding each Interest Payment Date, at such person's address as it appears on such registration books.

This Bond is one of a duly authorized issue of bonds of the Commission issued in the aggregate principal amount of \$_____ in aggregate principal of "First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002" (the "Bonds"), pursuant to the provisions of Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 125, Part I, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and pursuant to a Trust Indenture, dated as of April 1, 2002 between the Commission and SunTrust Bank (the "Trustee") (together with any supplements or amendments thereto, the "Indenture"). The Bonds are

issued for the purpose of providing funds to make loans to the Broward County and Cities of Hollywood and Gainesville (collectively, the "Borrowers") to finance or refinance the costs of various capital projects pursuant to loan agreements between the Commission and such Borrowers (together with any supplements or amendments thereto, the "Loan Agreements").

Capitalized terms used but not defined herein shall have the meaning set forth in the Indenture.

Reference is hereby made to the Indenture (a copy of which is on file at the principal corporate trust office of the Trustee) and to the Act for a description of the rights and remedies thereunder (and limitations thereon) of the registered owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Commission thereunder, to all the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) and are secured by a pledge and assignment of said Revenues and of amounts held in certain funds and accounts established pursuant to the Indenture (including proceeds of the sale of the Bonds until applied as set forth therein), subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture. The Bonds are further secured by an assignment of the right, title and interest of the Commission in the Loan Agreements to the Trustee, to the extent and as more particularly described in the Indenture.

[Insert redemption provisions]

The Bonds are also subject to extraordinary mandatory redemption (as a result of acceleration of a Loan pursuant to a Loan Agreement) at any time, in whole or in part, at a redemption price of the principal amount thereof plus accrued interest to the redemption date, without premium, but only with the approval of the Bond Insurer (as defined in the Indenture), from all Liquidation Proceeds (as such terms are defined in the Indenture) received by the Trustee as a result of an acceleration of any Loan or Loans. To the extent that all Loans are not being accelerated, Bonds to be redeemed shall be selected by the Registrar by lot or in such other manner as the Commission in its discretion may deem appropriate; provided, however, that only such Bonds which correspond in terms of amount and scheduled maturity date to the principal loan payment obligations of the Loan or Loans being accelerated are subject to such extraordinary mandatory redemption.

In the case of every redemption, the Registrar, at the direction of the Trustee, shall cause notice of such redemption to be given to the Registered Owner of any Bonds designated for redemption in whole or in part as provided in the Indenture. The failure of the Registrar to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds. On the redemption date, the principal amount and premium, if any, of each Bond to be redeemed, together with the accrued interest thereon to such date, shall become due and payable; from and after such date of redemption (such notice having been given and moneys available solely for such redemption being on deposit with the Trustee), the Bonds or portions thereof to be redeemed shall not

be deemed to be outstanding under the Indenture, and the Commission shall be under no further liability in respect thereof.

In the event that the Bond Insurer shall make any payments of principal of and/or interest on any of the Bonds pursuant to the terms of the Bond Insurance (as defined in the Indenture), and the Bonds are accelerated or redeemed pursuant to the terms of the Indenture or Loan, the Bond Insurer may pay all or a portion of amounts due under the Bonds to the Owners thereof prior to the stated maturity dates thereof.

If an Event of Default (as defined in the Indenture) shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded.

The Indenture and the rights and obligations of the Commission and of the Bondholders and of the Trustee may be modified or amended from time to time and at any time, without consent of the Bondholders in the manner, to the extent and upon the terms provided in the Indenture.

The Bonds are limited obligations of the Commission and are not a lien or charge upon the funds or property of the Commission, except to the extent of the herein mentioned pledge and assignment. Neither the State of Florida nor the Commission shall be obligated to pay the principal of the Bonds, or the interest thereon, except from Revenues received by the Commission, and neither the faith and credit nor the taxing power of the State of Florida or of any political subdivision or any municipal corporation thereof is pledged to the payment of the principal of, or interest on, the Bonds. The Bonds are not a debt of the State of Florida and said State is not liable for the payment thereof.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act, as hereinafter defined, and by the Constitution and laws of the State of Florida, and that the amount of this Bond, together with all other indebtedness of the Commission, does not exceed any limit prescribed by the Act, or by the Constitution and laws of the State of Florida, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Registrar.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, FIRST FLORIDA GOVERNMENTAL FINANCING COMMISSION has caused this Bond to be executed in its name and on its behalf by the manual signature of its Chairman or Vice Chairman and its seal to be reproduced hereon and attested by the manual signature of its Assistant Secretary-Treasurer, all as of the date of the Bonds.

FIRST FLORIDA GOVERNMENTAL
FINANCING COMMISSION

(SEAL)

By: _____
Name: Jeffrey G. Spies
Title: Chairman

Attest:

By: _____
Name: Carlos E. Garcia
Title: Secretary-Treasurer

VALIDATION CERTIFICATE

This Bond is one of a series of Bonds which were validated and confirmed by judgment of the Circuit Court for Leon County, Florida, rendered on January 23, 1998.

By: _____
Name: Jeffrey G. Spies
Title: Chairman

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Indenture.

SUNTRUST BANK, as Registrar

Date of Authentication:

_____, 2002

By: _____
Authorized Signer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Registrar with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

STATEMENT OF INSURANCE

[To Come]

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February 20, 2002

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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February 20, 2002

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Gainesville, Florida (the "Borrower") in connection with the issuance of \$_____ First Florida Governmental Financing Commission (the "Issuer") Improvement and Refunding Revenue Bonds, Series 2002 (the "Bonds") and loan of \$_____ of the Bond proceeds to the Borrower (the "Loan"). The Bonds are being issued pursuant to an Indenture dated as of April 1, 2002 between the Issuer and SunTrust Bank, Orlando, Florida (the "Indenture"). The Borrower covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Borrower for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Indenture which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Bond Insurer" shall mean _____ and any successor thereto. The address of the Bond Insurer is as follows:

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

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Borrower a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit B.

"NRMSIR" shall mean Nationally Recognized Municipal Securities Information Repository.

"Official Statement" shall mean the Issuer's Official Statement for the Bonds dated _____, 2002.

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Repository, if any.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SID" shall mean State Information Depository.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state information depository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Certificate, there is no State Repository.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Borrower shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the Borrower's fiscal year (presently ends September 30), commencing with the report for the ____ fiscal year, provide to each Repository and the Bond Insurer an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Borrower's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) Business Days prior to said date, the Borrower shall provide the Annual Report to the Issuer and Dissemination Agent (if other than the Issuer or Borrower). If the Borrower is unable to cause an Annual Report to be provided to the Repositories by the date required in subsection (a), the Borrower shall, or shall cause the Dissemination Agent to, send a notice to (i) each National Repository or the Municipal Securities Rulemaking Board, (ii) the State Repository, and (iii) the Bond Insurer in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and

(ii) if the Dissemination Agent is other than the Borrower, file a report with the Borrower certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided, and listing all the Repositories to which it was provided, as well as certifying the provision of the Annual Report to the Bond Insurer.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Borrower's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Borrower for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Borrower's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update of the tabular information in Appendix C of the Official Statement relating to the City of Gainesville, Florida.

The information provided under Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the Borrower or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Borrower shall clearly identify each such other document so included by reference.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Borrower shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Loan, if material:

1. delinquencies in the payment of principal and interest on the Loan,
2. non-payment related defaults;
3. unscheduled draws on the debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions to or events affecting the tax-exempt status of the Loan;

7. modifications to rights of the Holders of the Loan;
8. any call of the Loan (other than scheduled mandatory redemption) or any acceleration of the maturity thereof,
9. defeasance in whole or in part of the Loan;
10. release, substitution, or sale of property securing repayment of the Loan; and
11. any change in the rating assigned to the Loan or other obligations of the Borrower.

(b) Whenever the Borrower obtains knowledge of the occurrence of a Listed Event, the Borrower shall promptly file a notice of such occurrence with the Issuer who shall, in turn, as soon as possible, determine if such event would be material under applicable federal securities laws.

(c) If the Issuer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws relating to its Improvement and Refunding Revenue Bonds, Series 2002, the Issuer has separately undertaken to file a notice of such occurrence with (i) each National Repository or the Municipal Securities Rulemaking Board, (ii) the State Repository, if any, and (iii) the Bond Insurer.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Borrower's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Borrower shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

SECTION 7. DISSEMINATION AGENT. The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Borrower pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

SECTION 8. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Borrower may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it 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 Borrower, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Borrower shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Borrower shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. DEFAULT. In the event of a failure of the Borrower to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Borrower to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture,

SECTION 11. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Borrower agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding

liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Borrower, the Dissemination Agent, the Bond Insurer, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2002

(SEAL)

CITY OF GAINESVILLE, FLORIDA

ATTESTED BY:

By: _____
Name: Thomas D. Bussing
Title: Mayor

By: _____
Name: Kurt Lannon
Title: Clerk of the City Commission

Approved as to form and legality
this ____ day of _____, 2002.

By: _____
Name: Marion J. Radson
Title: City Attorney

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: First Florida Governmental Financing Commission

Name of Bond Issue: Improvement and Refunding Revenue Bonds, Series 2002 (the "Bonds")

Name of Borrower: City of Gainesville, Florida

Date of Issuance: _____, 2002

NOTICE IS HEREBY GIVEN that the Borrower has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4(b) of the Continuing Disclosure Certificate dated _____, 2002. The Borrower anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GAINESVILLE, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT B

[TO COME]

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February 20, 2002

CERTIFICATE AS TO PUBLIC MEETINGS

STATE OF FLORIDA)
COUNTY OF ALACHUA)

We, the undersigned Commission members of the City Commission of the City of Gainesville, Florida (the "Commission"), recognizing that the purchaser or purchasers of the First Florida Governmental Financing Commission Improvement and Refunding Revenue Bonds, Series 2002, will have purchased such obligations in reliance upon this Certificate, DO HEREBY CERTIFY, individually and collectively, that no two or more of us, meeting privately together, reached any prior conclusion as to whether the actions taken by the Commission with respect to the loan to the City from the proceeds of the Bonds, the security therefor and the application of the proceeds thereof, should or should not be taken by the Commission or should or should not be recommended as an action to be taken or not to be taken by the Commission, except at public meetings of the Commission held after due notice to the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 25th day of February, 2002.

Thomas Bussing(Mayor-Commissioner)

John Barrow

Charles Chestnut, IV

Pegeen Hanrahan

Warren Nielsen