

**TENDER AGENCY AGREEMENT RELATING TO
VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2006 SERIES A**

TENDER AGENCY AGREEMENT RELATING TO VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS, 2006 SERIES A, dated as of July 1, 2006, by and between **THE CITY OF GAINESVILLE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST NATIONAL ASSOCIATION**, a national banking association (the "Bank").

WHEREAS, the City proposes to issue its Variable Rate Utilities System Revenue Bonds, 2006 Series A in the aggregate principal amount of \$53,305,000 (the "Bonds"), which Bonds will be issued under and pursuant to a resolution adopted by the City on June 6, 1983 entitled "Utilities System Revenue Bond Resolution", as amended, restated and supplemented, including as supplemented by a resolution adopted by the City on June 12, 2006 entitled "Seventeenth Supplemental Utilities System Revenue Bond Resolution" authorizing the Bonds (the "Seventeenth Supplemental Resolution"); and

WHEREAS, the Bonds and the Seventeenth Supplemental Resolution provide, among other things, that, under certain circumstances, the Bonds (or portions thereof or beneficial ownership interests therein) may be tendered or deemed tendered for purchase; and

WHEREAS, the City desires to appoint the Bank as Tender Agent for the Bonds under the Seventeenth Supplemental Resolution, and the Bank desires to accept such appointment; and

WHEREAS, the Bank possesses the qualifications to serve as Tender Agent for the Bonds under the Seventeenth Supplemental Resolution.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not defined herein shall have the meanings assigned to them in the Seventeenth Supplemental Resolution.

Section 2. Appointment of Tender Agent; Acceptance of Duties. (a) Subject to the terms and conditions herein contained, the City hereby appoints the Bank, and the Bank hereby accepts such appointment, as Tender Agent for the Bonds under the Seventeenth Supplemental Resolution.

(b) The Bank hereby accepts the duties and obligations of Tender Agent for the Bonds hereunder and under the Seventeenth Supplemental Resolution, including, without limitation, the duties and obligations set forth in Article III, Article IV, Article VI and Section 8.01 of the Seventeenth Supplemental Resolution, and under any Liquidity Facility.

Section 3. Removal or Resignation of the Bank. The Bank may at any time resign and be discharged of the duties and obligations of Tender Agent created by this Agreement and the Seventeenth Supplemental Resolution by giving at least thirty (30) days'

notice to the other Notice Parties. The Bank may be removed as Tender Agent at any time by the City upon at least seven (7) days' notice to the other Notice Parties and the Holders of the Bonds. No such resignation or removal shall take effect until the appointment of, and the acceptance of such appointment by, a successor Tender Agent. Upon the resignation or removal of the Bank as Tender Agent, the Bank shall deliver any Bonds (or beneficial ownership interests therein) and moneys held by it in such capacity to its successor.

Section 4. Miscellaneous. (a) The City will pay will pay the Bank a fee for its services hereunder, and will reimburse it for out-of-pocket expenses incurred in providing such services, in such amounts as may be agreed upon by the City and the Bank from time to time.

(b) To the extent permitted by applicable law, the City will indemnify and hold harmless the Bank against any claim made against it by reason of its acting or failing to act in connection with any of the transactions contemplated hereby and against any loss, liability or expense, including the expense of defending itself against any claim of liability, it may sustain in carrying out the terms of this Agreement, except such claims which are occasioned by its negligence or willful misconduct. This indemnity shall survive the termination of this Agreement. The Bank agrees to notify the City promptly of any claim, demand or action levied against the Bank arising out of this Agreement. Consistent with this agreement, the Bank shall not, except at its own cost and for its own account, make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense without prior consultation with the City.

(c) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Bank shall not assign any of its obligations hereunder without the prior written consent of the City.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(e) Venue shall lie in Alachua County, Florida.

(f) This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or agents thereunto duly authorized as of the date first above written.

THE CITY OF GAINESVILLE, FLORIDA

By: _____
Name: Karen S. Johnson
Title: Interim General Manager
for Utilities

Approved as to Form and Legality

By _____
City Attorney

**U.S. BANK TRUST
NATIONAL ASSOCIATION**

By: _____
Name:
Title: