

RESOLUTION NO. 87-141

RESOLUTION PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF A PUBLIC GOLF COURSE IN ST. JOHNS COUNTY, FLORIDA; AUTHORIZING THE ISSUANCE BY THE COUNTY OF NOT EXCEEDING \$3,500,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 1987A, TO FINANCE THE COST THEREOF; PLEDGING THE PARI-MUTUEL TAXES AND THE GUARANTEED ENTITLEMENT TO STATE REVENUE SHARING TRUST FUNDS PAYABLE ANNUALLY TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY AND ALL MONEYS ON DEPOSIT TO THE CREDIT OF THE SINKING FUND CREATED HEREUNDER AND THE EARNINGS ON THE INVESTMENT THEREOF TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING A NEGOTIATED SALE OF THE BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE OWNERS OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE.

TABLE OF CONTENTS

ARTICLE I

GENERAL

	<u>Page</u>
Section 1.01 Definitions.....	1
Section 1.02 Authority for this Instrument.....	4
Section 1.03 Findings.....	4
Section 1.04 Facilities Authorized.....	5

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND  
REGISTRATION OF BONDS

Section 2.01 Authorization of Bonds.....	5
Section 2.02 Description of the Bonds.....	5
Section 2.03 Places of Payment.....	6
Section 2.04 Provisions for Redemption.....	6
Section 2.05 Execution of Bonds.....	8
Section 2.06 Negotiability and Registration.....	9
Section 2.07 Bonds Mutilated, Destroyed, Stolen or Lost.....	9
Section 2.08 Form of Bonds.....	10

ARTICLE III

COVENANTS, SPECIAL FUNDS  
AND APPLICATION THEREOF

Section 3.01 Bonds Not to Be Indebtedness of Issuer.....	16
Section 3.02 Security for Bonds.....	17
Section 3.03 Application of Bond Proceeds.....	17
Section 3.04 Covenants of the Issuer.....	18
(A) Excise Taxes Fund.....	18
(B) Bond and Interest Sinking Fund.....	18
(C) Trust Funds.....	19
(D) Issuance of Additional Bonds.....	19
(E) Events of Default and Remedies.....	20
(F) Records and Audits.....	22
(G) Fidelity Bond.....	23
(H) Compliance with Code.....	23
(I) Rebate Fund.....	23
(J) Compliance with Revenue Sharing Requirements.....	26

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01	General Authority.....	27
Section 4.02	No Personal Liability.....	27
Section 4.03	No Third Party Beneficiaries.....	27
Section 4.04	Compliance with Chapter 218, Part III, Florida Statutes.....	27
Section 4.05	Defeasance.....	27
Section 4.06	Modification or Amendment.....	28
Section 4.07	Sale of Bonds.....	29
Section 4.08	Severability of Invalid Provisions.....	29
Section 4.09	Repeal of Inconsistent Resolutions.....	29
Section 4.10	Table of Contents and Heading not Part Hereof.....	29
Section 4.11	Effective Date.....	30

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that:

ARTICLE I

GENERAL

1.01 Definitions. When used in this Instrument, the following terms shall have the following meanings, unless the text clearly otherwise requires:

"Act" shall mean Part I, Chapter 125, Florida Statutes, as amended, and County Ordinance No. 87-28 enacted by the Board on June 9, 1987.

"Authorized Depository" shall mean the State Board of Administration and any state banking corporation or national banking association situated in the State of Florida which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive county funds.

"Authorized Investments" shall mean all accounts (with the State Board of Administration and other entities), bills, notes, certificates, bonds and other securities which shall be authorized from time to time by applicable laws of the State of Florida for deposit or purchase by the Issuer for the temporary investment of its funds.

"Board" shall mean the Board of County Commissioners of the Issuer.

"Bond Register" shall mean the registration books kept by the Registrar, for the purpose of registering ownership of the Bonds.

"Bond Service Requirement" for any Bond Year shall mean the amount required to pay the principal of and interest on the Bonds during such Bond Year.

"Bond Year" shall mean the period commencing on the day after the principal maturity date of the Bonds each year and ending on the principal maturity date of the Bonds in the next succeeding year. Each Bond Year shall be designated with the number of the calendar year in which such Bond Year ends.

"Bonds" shall mean the obligations of the Issuer authorized to be issued pursuant to Section 2.01 of this Instrument.

"Chairman" shall mean the Chairman of the Board.

"Clerk" shall mean the Clerk of the Circuit Court for St. Johns County, ex officio Clerk of the Board.

"Code" shall mean the United States Internal Revenue Code of 1986, as the same may be amended from time to time, and the regulations thereunder, whether proposed, temporary or final, promulgated by the Department of the Treasury, Internal Revenue Service, and all other promulgations of said service pertaining thereto.

"Construction Account" shall mean the special account created pursuant to Section 3.03 hereof into which the Issuer shall deposit Bond proceeds.

"Cost" when used in connection with the Facilities, shall mean all expenses necessary, appurtenant or incidental to the acquisition, construction and installation of the Facilities, including without limitation the cost of any land or interest therein or of any fixtures, equipment or personal property necessary or convenient therefor, the cost of labor and materials to complete such construction, architectural, engineering and legal expenses, fiscal expenses, expenses for estimates of costs and of revenues, expenses for plans, specifications and surveys, interest during construction, administrative expenses related solely to the acquisition and construction of the Facilities and all expenses incident to the financing of the Facilities and the issuance of the Bonds.

"Excise Taxes Fund" shall mean the account created pursuant to the provisions of Section 3.04(A) of this Instrument, into which the Issuer shall deposit, when received, all of the Pari-Mutuel Taxes and the Revenue Sharing Funds.

"Facilities" shall mean the complete public golf course to be owned, operated and maintained by the Issuer, including all appurtenances and facilities incidental thereto such as parking facilities, access roads, club houses, pro shops, restaurants, administration and maintenance buildings, and all equipment, fixtures, furnishings and other personal property necessary or convenient for the operation thereof, together with any and all improvements, extensions and additions thereto hereafter constructed or acquired.

"Federal Securities" shall mean direct obligations of the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 in the next succeeding year.

"Guaranteed Entitlement" shall mean the portion of the Revenue Sharing Funds designated as the Issuer's "guaranteed entitlement" under the provisions of Chapter 218, Part II, Florida Statutes (1987) and shall not be construed to include the Issuer's "second guaranteed entitlement" as defined in said part.

"Instrument" shall mean this resolution and all resolutions amendatory hereof which may be hereafter duly adopted by the Issuer.

"Issuance Date" shall mean the date that the Bonds shall be issued and delivered to the original purchaser or purchasers thereof.

"Issuer" shall mean St. Johns County, a political subdivision of the State of Florida.

"Maximum Bond Service Requirement" shall mean, as of any particular date of calculation, an amount equal to the largest Bond Service Requirement for the then current or any future Bond Year.

"Owner" shall mean the Person in whose name any outstanding Bond is registered according to the Bond Register.

"Pari-mutuel Taxes" shall mean all of that portion of the moneys deposited to the credit of the state Pari-mutuel Tax Collection Trust Fund which shall be allocated to St. Johns County under Chapters 550 and 551, Florida Statutes (1987) and paid to the Board pursuant to Chapter 65-1046, Laws of Florida, Acts of 1965.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Pledged Funds" shall mean the Pari-mutuel Taxes and the Guaranteed Entitlement, and all moneys on deposit to the credit of the Sinking Fund and the interest and earnings to be derived by the Issuer on the investment thereof.

"Rebate Administrator" shall mean the Person designated as such by Section 3.04(I) of this Instrument and its successors hereafter appointed by resolution of the Issuer in the manner provided in such section.

"Rebate Amount" shall mean the amount certified in the Rebate Certificate for deposit to the Rebate Fund as provided in Section 3.04(I) of this Instrument.

"Rebate Certificate" shall mean the certificate furnished by the Rebate Administrator specifying a Rebate Amount for the purposes of Section 3.04(I) of this Instrument.

"Rebate Fund" shall mean the fund created pursuant to Section 3.04(I) of this Instrument.

"Registrar" shall mean the Clerk or the bank or other qualified institution hereafter appointed as Registrar and paying agent for the Bonds by resolution of the Board adopted prior to the Issuance Date.

"Revenue Sharing Funds" shall mean the moneys of the state Revenue Sharing Trust Fund for Counties allocated and paid to the Issuer by the Florida Department of Revenue pursuant to the provisions of Chapter 218, Part II, Florida Statutes, as amended.

"Sinking Fund" shall mean the account created pursuant to the provisions of Section 3.04(B) of this Instrument, into which the Issuer shall make monthly deposits for the payment of the principal of and interest on the Bonds.

1.02 Authority for this Instrument. This Instrument is enacted pursuant to the provisions of the Act and other applicable provisions of law.

1.03 Findings. It is hereby found and determined that:

(A) The Issuer does not presently own or operate a public golf course for the benefit of its inhabitants, and the Facilities are necessary for the betterment of the health, welfare and recreation of the Issuer and its inhabitants.

(B) The Cost of the Facilities is estimated not to exceed \$3,500,000, which shall be financed with the proceeds from the sale of the Bonds.

(C) The revenues to be derived annually from the Pledged Funds will be sufficient to pay, as the same shall become due and payable, the principal of and interest on the Bonds. It is deemed necessary and desirable to pledge the Pledged Funds to the payment of the principal of and interest on the Bonds. No part of the Pledged Funds has been pledged or hypothecated except with respect to the Bonds.

(D) The Issuer is advised that due to the present volatility of the market for tax-exempt public obligations such as the Bonds, it is in the best interest of the Issuer to sell the Bonds by a negotiated sale, allowing the Issuer to enter such market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible price, interest rate and other terms for the Bonds; and, accordingly, the Issuer does hereby find and determine that it is in the best interest of the Issuer that a negotiated sale of the Bonds be authorized.

(E) This Instrument is declared to be and shall constitute a contract between the Issuer and all Owners; and the covenants and agreements herein set forth to be performed by the Issuer are and shall be for the equal benefit, protection and security of all Owners, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other, except as hereinafter provided.

(F) The Issuer is not, under this Instrument, obligated to levy any ad valorem taxes on any real or personal property situated within its territorial limits to pay the principal of or interest on the Bonds. The Bonds shall not constitute a lien upon any property of the Issuer or situated within its territorial limits other than the Pledged Funds.

1.04 Facilities Authorized. The acquisition, construction and installation of the Facilities is hereby authorized.

## ARTICLE II

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

2.01 Authorization of Bonds. Subject and pursuant to the provisions of this Instrument, obligations of the Issuer to be known as "Capital Improvement Revenue Bonds, Series 1987A," are hereby authorized to be issued in an aggregate principal amount not exceeding Three Million Five Hundred Thousand Dollars (\$3,500,000) for the purpose of providing the financing of the Cost of the Facilities.

2.02 Description of the Bonds. The Bonds shall be dated as of the Issuance Date or any such date prior to the Issuance Date, shall bear interest payable semiannually on such dates (the "Interest Payment Dates") and at such rate or rates per annum not exceeding the lawful rate, shall be in denominations of \$5,000 and any integral multiple thereof not exceeding the aggregate principal amount of Bonds maturing on any given maturity date, and shall mature in such amounts and on either of the Interest

Payment Dates (the "Maturity Date") in such years, all as shall be hereafter provided by resolution of the Board adopted prior to the Issuance Date.

From and after any maturity date of any of the Bonds (deposit of moneys and/or Federal Securities for the payment of the principal and interest on such Bonds having been made by the Issuer with the Registrar), notwithstanding that any of such Bonds shall not have been surrendered for cancellation, no further interest shall accrue upon the principal of such Bonds, no interest shall accrue upon the interest which shall have accrued and shall then be due on such date, and such Bonds shall cease to be entitled to any lien, benefit or security under this Instrument, and the Owners shall have no rights in respect of such Bonds except to receive payment of such principal and unpaid interest accrued to the maturity date.

The interest payable on the Bonds on any interest payment date will be paid to the Owner in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date.

2.03 Place of Payment. The Bonds shall be payable as to both principal and interest at the principal office of the Registrar in lawful money of the United States of America, and upon presentment in the case of payment of the principal.

2.04 Provisions for Redemption. The Bonds may be redeemable prior to their respective stated dates of maturity upon such terms and conditions as the Board shall hereafter provide by resolution adopted prior to the Issuance Date.

Unless waived by any Owner of Bonds to be redeemed, notice of any redemption of Bonds prior to maturity shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to each Owner of Bonds to be redeemed at the address of such Owner shown on the Bond Register or at such other address as shall be furnished in writing by such Owner to the Registrar.

Every official notice of redemption shall be dated and shall state:

- (1) the redemption date,
- (2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

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

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

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the redemption price. Each check or other transfer of funds issued by the Registrar for the purpose of the payment of the redemption price of Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Bond. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Clerk as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(1) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed;

(iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(2) Each further notice of redemption shall be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, Pacific Securities Depository Trust Company of San Francisco, California, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(3) Each such further notice shall be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Bonds, such publication to be made at least 30 days prior to the date fixed for redemption.

2.05 Execution of Bonds. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairman and the corporate seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before such Bonds have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Instrument, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

From time to time after the adoption of this Instrument, the Issuer may deliver executed Bonds to the Registrar for authentication, and the Registrar shall authenticate and deliver such Bonds in accordance with written instructions of the Issuer and not otherwise. No Bond shall be entitled to any benefit under

this Instrument or be valid for any purpose unless there appears on such Bond a certificate of authentication substantially in the form set forth in Section 2.08 hereof executed on behalf of the Registrar with the manual signature of an authorized signatory of the Registrar. Such certificate of authentication executed as aforesaid on a Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Instrument.

2.06 Negotiability and Registration. The Bonds shall be and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the State of Florida, and each Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that the Bonds shall be and have all of said qualities and incidents of negotiable instruments.

The transfer of Bonds shall be registered on the Bond Register, upon delivery to the Registrar of a written instrument or instruments of transfer in form and with guarantee of signatures satisfactory to the Registrar, duly executed by the Owner of the Bonds to be transferred, or by such Owner's attorney duly authorized in writing, containing such identification information for the transferee as the Registrar shall reasonably require, and the certificate for the Bond or Bonds to be transferred.

In all cases of the transfer of any Bond, the Registrar shall enter the transfer of ownership in the Bond Register and deliver in the name of the transferee or transferees a new registered Bond or Bonds, of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Instrument. The Issuer or the Registrar may charge the Owner for every such transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer and may require that such charge be paid before any such transfer shall be made or any new Bond shall be delivered.

New Bonds delivered upon any transfer shall be valid, limited obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be payable solely from the Pledged Funds and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

2.07 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender to and cancellation of such mutilated Bond by the Registrar, or in lieu of and substitution for the Bond destroyed,

stolen or lost, and upon the Owner furnishing to the Issuer satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

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

2.08 Form of Bonds. The text of the Bonds shall be in substantially the following form, with only such omissions, insertions and variations as may be necessary and/or desirable (which necessity and/or desirability shall be presumed by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

(FORM OF BOND)

[Front of Bond]

REGISTERED

REGISTERED

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

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF ST. JOHNS  
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 1987A

SEE REVERSE SIDE FOR  
CERTAIN DEFINITIONS

INTEREST RATE:            MATURITY DATE:            BOND DATE:            CUSIP:  
      \_\_\_\_\_ %            July 1, \_\_\_\_\_            \_\_\_ 1, 1987            \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

FOR VALUE RECEIVED, St. Johns County, a political subdivision created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), hereby promises to pay, solely from the special funds hereinafter described, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Bond Date identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on January 1 and July 1 of each year commencing January 1, 1988 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable hereto.

Such Principal Amount and interest and the premium (if any) on this bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts, at the office of the Bond Registrar hereinafter identified, located in \_\_\_\_\_, Florida. Payment of each installment of interest shall be made to the person in whose name this bond shall be registered on the registration books of the Issuer maintained by the Bond Registrar at the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date and shall be paid by a check of the Bond Registrar mailed to such registered owner at the address appearing on such registration books or at such other address as may be furnished in writing by such registered owner to the Bond Registrar.

Reference is hereby made to further provisions of this Bond set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if fully set forth in this place.

This bond shall not be valid unless the certificate of authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, St. Johns County, Florida, has issued this bond and has caused the same to be signed with the facsimile signature of the Chairman of its Board of County Commissioners and attested and countersigned with the facsimile signature of the Clerk of its Board of County Commissioners, and a facsimile of

its corporate seal to be imprinted hereon, all as of the Bond Date identified above.

ST. JOHNS COUNTY, FLORIDA

By \_\_\_\_\_  
Chairman, Board of County  
Commissioners

(SEAL)

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
Clerk, Board of County  
Commissioners

Registration Date:

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue herein described and issued pursuant to the within mentioned Resolution.

\_\_\_\_\_  
\_\_\_\_\_, Florida  
Bond Registrar

By \_\_\_\_\_  
Authorized Signatory

[Back of Bond]

This bond is one of the Bonds of an authorized issue of Bonds in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") of like date, tenor and effect, except as to number, denomination, interest rate [if all Bonds do not bear the same rate of interest] and date of maturity, issued to finance the cost of acquiring, constructing and installing a public golf course under the authority of and in full compliance with the constitution and statutes of the State of Florida, particularly Chapter 125, Part I, Florida Statutes, as amended, St. Johns County Ordinance No. 87-28 duly enacted by the Board of County Commissioners of the Issuer on June 9, 1987, and Resolution No. 87-\_\_ duly adopted by said Board

on \_\_\_\_\_, 1987, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This bond and the interest and any premium hereon are payable solely from and secured by a prior lien upon and a pledge of all of that portion of the moneys deposited to the credit of the state Pari-mutuel Tax Collection Trust Fund which shall be allocated to the Issuer pursuant to Chapters 550 and 551, Florida Statutes, as amended, and paid to said Board pursuant to Chapter 65-1046, Laws of Florida, Acts of 1965, the Guaranteed Entitlement portion of the moneys allocated to the Issuer from the state Revenue Sharing Trust Fund for Counties, as such terms are defined in and pursuant to the provisions of Chapter 218, Part II, Florida Statutes, as amended, and the moneys on deposit to the credit of the Sinking Fund created pursuant to the Resolution and the interest and earnings to be derived by the Issuer from its investment thereof (the "Pledged Funds"), all in the manner described in the Resolution. Neither this bond nor the interest or any premium hereon shall constitute a general indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, and neither the faith nor credit of the Issuer is pledged for their payment. It is expressly agreed by the owner of this bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer to the payment of such principal, interest and premium, if any, or the payment of any other payments provided for in the Resolution. This bond and the obligation evidenced hereby shall not constitute a lien upon such golf course facilities or any other property owned by or situated within the corporate territorial limits of the Issuer, but shall constitute a lien only upon and shall be payable solely from the Pledged Funds in the manner above recited.

[Insert redemption provisions.]

Notice of redemption, unless waived, is to be given by the Bond Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at such owners' addresses shown on the Bond Register or at such other addresses as shall be furnished in writing by such registered owners to the Bond Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

This bond is transferable upon the registration books of \_\_\_\_\_, Florida, as registrar, or such other registrar as the Issuer shall hereafter duly appoint (the "Bond Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender of this bond to the Bond Registrar, with the form of assignment hereon or other instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the registered owner hereof, or by his attorney duly authorized in writing and containing the information identifying the transferee requested hereon. In all cases of the transfer of this bond, the Registrar shall enter the transfer of ownership in such registration books and shall deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denomination or demoninations and of the same maturity, interest rate and aggregate principal amount, at the earliest practicable time. Prior to every such transfer the Bond Registrar shall be entitled to receive from the owner of this bond a sum sufficient only to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer.

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

This bond is and has all the qualities and incidents of a negotiable instrument under the law merchant and the laws of the State of Florida.

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LEGAL OPINION

[Insert appropriate approving opinion of Bond counsel.]

The above is a true copy of the opinion rendered by Foley & Lardner, Jacksonville, Florida, in connection with the issuance of, and dated as of the original delivery of, the Bonds of the issue of which this bond is one. An executed copy of that opinion is on file in my office.

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Clerk, Board of County  
Commissioners

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

TEN COM - as tenants in common	UNIF GIFT MIN ACT _____ (Cust)
	CUSTODIAN _____ (Minor)
TEN ENT - as tenants by the entireties	under Uniform Gifts to Minors Act _____ (State)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	

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

ASSIGNMENT

FOR VALUE RECIEVED the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

\_\_\_\_\_

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code of Transferee)

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

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

Signature Guaranteed:

By \_\_\_\_\_ Registered Owner

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

(NOTICE: The signature(s) above must correspond with the name(s) of the Registered Owner appearing upon the front of this bond in every particular, without alteration or enlargement or any change whatsoever.)

ARTICLE III

COVENANTS, SPECIAL FUNDS AND APPLICATION THEREOF

3.01 Bonds Not to Be Indebtedness of Issuer. Neither the Bonds nor the interest thereon shall be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from and secured by a prior lien upon and pledge of the Pledged Funds as herein provided. No Owner shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond or be entitled to payment of such

Bond from any moneys of the Issuer, except from the Pledged Funds in the manner provided herein.

3.02 Security for Bonds. The payment of the principal of and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and prior lien upon the Pledged Funds. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Bonds and to the payment into the Sinking Fund at the times provided of the sums required to secure to the Owners the payment of the principal thereof and interest thereon at the respective maturities of the Bonds so held by them.

3.03 Application of Bond Proceeds. The Issuer will establish with an Authorized Depository a separate account to be known as the "St. Johns County Golf Course Facilities Construction Account," into which shall be deposited the proceeds from the sale of the Bonds (except accrued interest, if any, which shall be deposited in the Sinking Fund) and the additional funds, if any, required to assure payment in full of the Cost of the Facilities. There shall exist no lien upon or pledge of funds in the Construction Account in favor of the Owners, and the Owners shall have no duty or obligation to see that the proceeds of the Bonds shall be applied as herein specified or that the moneys in the Construction Account shall be expended in the manner provided in this Section.

Moneys in the Construction Account shall be continuously secured by such Authorized Depository in the manner prescribed by the laws of the State of Florida relating to the securing of public funds. The Issuer may direct the Authorized Depository to invest all or any portion of such funds on deposit in the Construction Account not immediately needed to pay items of the Cost of the Facilities in Authorized Investments. The earnings from any such investment shall be deposited in the Construction Account.

Provided, however, anything herein to the contrary notwithstanding, no use will be made of the proceeds of the Bonds which, if such use were reasonably expected on the date of issuance of the Bonds, would cause the same to be "arbitrage Bonds" within the meaning of the Code. The Issuer will at all times while the Bonds and the interest thereon shall remain outstanding and unpaid comply with the requirements of Section 148 of the Code.

When the construction of the Facilities has been completed and all Costs thereof have been paid in full, all funds remaining in the Construction Account shall be retained in the Construction Account and promptly expended by the Issuer to pay all or part of the cost of any other governmental capital project or projects with respect to which the Issuer shall obtain an

opinion of nationally recognized bond counsel that such expenditure will not cause the interest on any of the Bonds to be includable in the gross income of the Owners thereof, or applied, to the extent possible, to the purchase of Bonds which may be available in the open market or, if not available, to the redemption of Bonds on the earliest optional redemption date, in the manner provided in Section 2.04 hereof, whereupon any balance thereof shall be deposited in the Excise Taxes Fund and the Construction Account shall be closed.

3.04 Covenants of the Issuer. So long as any of the principal of or premium, if any, or interest on any of the Bonds shall be outstanding and unpaid, or until provision for payment thereof shall have been made within the meaning of Section 4.05 hereof, the Issuer covenants with the Owners as follows:

(A) Excise Taxes Fund. The Issuer covenants and agrees to establish with an Authorized Depository and maintain a special account to be known as the "St. Johns County Excise Taxes Fund," into which the Issuer shall deposit promptly upon receipt thereof all of the Pari-Mutuel Taxes received by the Issuer and, until the full amount of the Guaranteed Entitlement shall have been deposited therein each Bond Year, all of the Revenue Sharing Funds received by the Issuer. The Excise Taxes Fund shall be held by the Issuer separate and apart from all other funds of the Issuer and shall be expended and used only in the manner specified in this subsection.

(B) Bond and Interest Sinking Fund. The Issuer covenants and agrees to establish with an Authorized Depository a special fund to be known as the "St. Johns County Capital Improvement Revenue Bonds, Series 1987A, Bond and Interest Sinking Fund," to be used exclusively by the Issuer for the purpose of receiving and holding the accrued interest to be deposited therein from Bond proceeds and the moneys to be deposited therein from the Excise Taxes Fund pursuant to this subsection and paying therefrom to the paying agent for the Bonds all interest on the Bonds as the same shall come due and the principal of the Bonds at the respective maturity dates thereof.

On or before the fifteenth day of each month, the Issuer shall withdraw from the Excise Taxes Fund and deposit to the credit of the Sinking Fund all moneys on deposit in the Excise Taxes Fund until there shall be on deposit to the credit of the Sinking Fund, but the Issuer shall not be required to deposit moneys in the Sinking Fund which shall cause the aggregate amount therein to exceed, a sum equal to (i) the amount of interest coming due on the next two semiannual Interest Payment Dates on all of the Bonds then outstanding and (ii), beginning twelve months prior to the first principal maturity date for the Bonds,

the principal of the Bonds maturing on the next succeeding principal maturity date for the Bonds.

Each month after such deposits shall have been made from the Excise Taxes Fund to the Sinking Fund to the extent required, if there shall be on deposit in the Sinking Fund the sum equal to clauses (i) and (ii) described in the immediately preceding paragraph, the balance of the moneys on deposit in the Excise Taxes Fund, if any, and any interest or other earnings which may be thereafter derived by the Issuer from the investment of Sinking Fund moneys may be withdrawn by the Issuer, whereupon the lien thereon in favor of the Bonds shall be and is hereby released, and such moneys and earnings may be used by the Issuer for the purchase of Bonds, or for the redemption of Bonds which shall then be subject to redemption, or for any other lawful county purpose.

(C) Trust Funds. The Excise Taxes Fund and the Sinking Fund shall constitute trust funds for the purpose provided herein for such funds. All moneys on deposit therein, except those invested as hereinafter provided, shall be continuously secured in the same manner as deposits of county funds are required to be secured by the laws of the State of Florida. There is hereby created a lien upon such funds in favor of the Owners until the moneys deposited therein shall have been applied in accordance with this Instrument. Moneys on deposit to the credit of the Sinking Fund may be invested in Authorized Investments which shall mature not later than the date on which such moneys shall be needed to pay the principal of and interest on the Bonds in the manner herein provided, but moneys on deposit to the credit of the Excise Taxes Fund shall not be invested at any time. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the Sinking Fund, and any loss resulting from such investment shall be charged to the Sinking Fund and any interest accruing on such investment or any other profit realized therefrom shall be deposited in the Sinking Fund.

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

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

create a lien upon and pledge thereof in favor of the Bonds and establish certain priorities for application of such revenues as herein provided.

(D) Issuance of Additional Bonds. The Issuer covenants and agrees that while any Bonds shall be outstanding it will not issue any other obligations payable from or secured by the Pledged Funds or any part thereof unless the lien of such obligations shall be junior and subordinate in all respects to the lien of the Bonds.

(E) Events of Default and Remedies. If one or more of the following events, herein called "Events of Default," shall happen, that is to say, in case:

(1) default shall be made in the payment of the principal or redemption price of any Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(2) default shall be made in the payment of any installment of interest on any Bond when and as such installment of interest shall become due and payable; or

(3) the Issuer shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or take advantage of any insolvency act, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) be adjudicated a bankrupt; or

(4) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the Pledged Funds or any part thereof, or of the whole or any substantial part of the Issuer's property, or approving a petition seeking reorganization of the Issuer under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida pertaining to bankruptcy or insolvency, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(5) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Pledged Funds, or any part thereof, or of the Issuer or of the whole or any substantial part of the Issuer's property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control; or

(6) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Instrument on the part of the Issuer to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given the the Issuer by the Owners of not less than 25% in principal amount of the Bonds then outstanding;

then in each and every such case any Owner of the Bonds affected by the Event of Default and then outstanding hereunder or an agent or trustee therefor may proceed to protect and enforce its rights and the rights of the Owners by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for any enforcement of any proper legal or equitable remedy (including the appointment of a receiver) as said Owner or Owners shall deem most effectual to protect and enforce the rights aforesaid.

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

No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this section to the Owners may be exercised from time to time, and as often as may be deemed expedient.

Nothing herein, however, shall be construed to waive any venue privileges of the Issuer or to grant to any Owner any right to or lien on the Facilities or any part thereof or on any other property or income of the Issuer or situated within its territorial limits except the Pledged Funds.

If an Event of Default shall happen and shall not have been remedied, the Issuer or a receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(1) to the payment of the reasonable and proper charges, expenses and liabilities of the receiver, the Registrar and the paying agents hereunder;

(2) to the payment of the interest and principal or redemption price then due on the Bonds, as follows:

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

first: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments (with interest on defaulted installments of interest at the rate or rates borne by the Bonds with respect to which such interest is due to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amount due on such installment, to the Persons entitled thereto, without any discrimination or preference;

second: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 4.05 of this Instrument), in the order of their due dates, with interest upon such Bonds at the rate or rates borne by such Bonds, from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such dates, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

third: to the payment of the redemption premium on and the principal of any Bonds called for optional redemption pursuant to the provisions of this Instrument.

If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bonds, ratably, according to the

amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

(F) Records and Audits. The Issuer shall keep books and records of the Pledged Funds, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any Owner shall have the right, at all reasonable times, to inspect such books and records.

So long as any of the Bonds shall be outstanding, the Issuer will furnish on or before one hundred eighty (180) days after the close of each Fiscal Year, to any Owner who shall request the same in writing, copies of an annual audit report prepared by an independent certified public accountant or an auditing official of the State of Florida, covering for the preceding Fiscal Year, in reasonable detail, the financial condition of the Issuer, receipts of the Pari-mutuel Taxes and the Guaranteed Entitlement and all transactions in the Excise Taxes Fund and the Sinking Fund.

(G) Fidelity Bond. The Issuer will require each employee who may have possession of any Pledged Funds to be covered by a fidelity bond written by a responsible indemnity company in an amount fully adequate to protect the Issuer from loss.

(H) Compliance with Code. The Issuer covenants that it will not knowingly make any investments or acquiesce in the making of any investments by any depository pursuant to or under the provisions of this Instrument which could cause the Bonds to be "arbitrage Bonds" within the meaning of Section 148 of the Code. The Issuer covenants and agrees that it will take any reasonable action required to be taken pursuant to the nonarbitrage certificate or instructions from bond counsel, whether delivered in connection with or subsequent to the issuance and sale of the Bonds, in order to comply with all provisions of the Code compliance with which is required to maintain the tax-exempt status of the interest payable on the Bonds.

(I) Rebate Fund. The Issuer covenants and agrees that it will establish with an Authorized Depository and maintain a special account to be known as the "St. Johns County 1987 Capital Improvement Revenue Bonds Rebate Fund." The Issuer shall withdraw first from moneys on deposit to the credit of the Construction Account, to the extent that such moneys shall be sufficient, and, if necessary, from other moneys of the Issuer derived from sources other than ad valorem taxation and legally available for such purpose, within five days after receipt of a Rebate Certificate from the Rebate Administrator, (i) the aggregate amount of the fee and the expenses of the Rebate Administrator certified in

such Rebate Certificate and pay the same to the Rebate Administrator and (ii) the Rebate Amount certified in such Rebate Certificate and deposit the same into the Rebate Fund. Moneys on deposit to the credit of the Rebate Fund shall be used only for the purposes specified in this subsection and for no other purpose. Moneys on deposit to the credit of the Rebate Fund shall not be deemed to be Pledged Funds available for payment of any principal of or interest or redemption premium, if any, on the Bonds, or available to make any other payment or transfer described in this Instrument except as provided in this subsection. Until applied as herein provided, moneys on deposit to the credit of the Rebate Fund shall be invested in Authorized Investments maturing not later than the date that such moneys shall be required for application by the Issuer as herein provided. All earnings derived from the investment of sums on deposit in the Rebate Fund shall be retained therein and applied by the Issuer as herein provided.

Foley & Lardner, Jacksonville, Florida, is hereby appointed to serve as Rebate Administrator hereunder with respect to every series of the Bonds until the Issuer shall by resolution appoint as successor Rebate Administrator any other bond counsel or any certified public accountant, bank or trust company, or other agent of the Issuer who shall be qualified to perform the duties of Rebate Administrator prescribed hereunder. The Rebate Administrator is hereby authorized to hire counsel, accountants and other experts which the Rebate Administrator may, in its sole discretion, determine advisable for the purpose of obtaining the required calculations of the Rebate Amounts and determinations as to the due dates for the rebate thereof and other matters necessary for compliance with section 148(f) of the Code as the same relates to the Bonds. The Rebate Administrator will not be liable for any loss occasioned by its reliance upon the instructions of such experts or upon the Issuer's certification of the amounts earned on all nonpurpose investments in which gross proceeds of the Bonds shall be invested. The duties and responsibilities of the Rebate Administrator may be performed by more than one Person.

With respect to each series of the Bonds, the Rebate Administrator shall provide to the Issuer, by delivery thereof to the Chairman and to the Clerk, as long as any Bonds of such series shall remain outstanding, a Rebate Certificate on each date which shall be twenty days after the expiration date of each Bond Year and on the date which shall be twenty days after the date on which the last bond of such series of the Bonds shall be redeemed. Each Rebate Certificate shall establish compliance with this subsection during the applicable Bond Year, shall be in a form acceptable to the Rebate Administrator, and shall set forth (i) the Rebate Amount, calculated in accordance with Section 148(f) of the Code and in accordance with any promulgation in regard thereto by the Internal Revenue Service, and (ii) the fee and expenses of

the Rebate Administrator due from the Issuer as of the date of such Rebate Certificate. Notwithstanding anything herein to the contrary, the Rebate Amount certified in each Rebate Certificate by the Rebate Administrator may be calculated and based upon the Issuer's certification of the amounts earned on all nonpurpose investments in which gross proceeds of the Bonds shall be invested by the Issuer and may be provided by any bond counsel, certified public accountant or other agent of the Rebate Administrator or of the Issuer who shall be qualified to make the calculations required.

The Rebate Administrator shall provide written investment instructions to the Issuer such that the Issuer will not make or direct any Person to make on its behalf a Prohibited Payment, as such term is defined in Temporary U.S. Treasury Regulations, Section 1.103-15AT(d)(6) or in any promulgation under Section 148(f) of the Code. As set forth therein, a Prohibited Payment is the payment, or an agreement to pay, to a Person other than the United States Treasury, an amount that is required to be paid to the United States Treasury by entering into a nonpurpose investment transaction that reduces the Rebate Amount because such transaction results in a smaller profit or a larger loss to the Issuer than would have resulted had the transaction been at arms length between the parties thereto and the yield on the Bonds not been relevant to either of such parties.

The Issuer shall furnish to the Rebate Administrator the amounts of all earnings derived by the Issuer from such nonpurpose investments and from the investment of Rebate Fund moneys and all such other information, certifications and consents as may be reasonably required by the Rebate Administrator in order that the Rebate Administrator may provide all of the calculations and instructions required for the administration of the Rebate Fund by the Issuer in accordance with this subsection.

Simultaneously with submission of each Rebate Certificate, the Rebate Administrator shall give to the Issuer written instructions as to the amount and due date of any rebate payment then required by the Code and shall direct the Issuer to withdraw from the Rebate Fund and pay to the United States Treasury (i) in the case of any rebate payment other than a final rebate payment, for each series of the Bonds, not later than 30 days after the expiration date of each Bond Year which shall be divisible by five (determined for the purpose of this subsection only on the basis of the Bond Years' being numbered from 1 upward commencing with the date of issuance), an amount equal to 90% of the full unpaid rebate requirement as of such date, if any, with respect to such series, and (ii) in the case of a final rebate payment, for each series of the Bonds, not later than 60 days after the date on which the last bond of such series shall be redeemed, an amount equal to 100% of the full unpaid balance of the rebate requirement, if any, with respect to such series of the Bonds;

each of which withdrawals from the Rebate Fund and payments to the United States Treasury as directed by the Rebate Administrator pursuant to this paragraph the Issuer shall make promptly in the amount specified and on or before the date specified in such written instructions.

Notwithstanding anything in this Instrument to the contrary, neither the Issuer nor the Rebate Administrator shall be required to comply with any of the requirements in this subsection as to any series of the Bonds (i) if the gross proceeds of any series of the Bonds (excluding any amounts on deposit in the Sinking Fund) shall be fully spent for the Cost of the Facilities within six months from the date of issuance of such series, or (ii) if such gross proceeds (excluding any amounts on deposit in the Sinking Fund), other than a remaining amount which shall not exceed the lesser of 5% of such gross proceeds or \$100,000, shall be spent for the Cost of the Facilities within six months from the date of issuance of such series and such remaining amount (excluding any amounts on deposit in the Sinking Fund) shall be spent for the Cost of the Facilities within one year from the date of issuance of such series, or (iii) if such series shall qualify for the small governmental unit exemption provided in Section 148(f)(4)(C) of the Code, or (iv) if an opinion of nationally recognized bond counsel (who may be the Rebate Administrator) states that such noncompliance will not cause the interest on any of the Bonds to be includable in the gross income of the Owners thereof.

Any deficiency in Rebate Fund moneys required to assure full compliance with applicable provisions of the Code, U.S. Treasury Regulations and any promulgations of the Internal Revenue Service, as determined by the Rebate Administrator, shall be deposited in the Rebate Fund by the Issuer forthwith from the following sources in the order listed: (i) any moneys remaining on deposit in the Construction Account; and (ii) any moneys of the Issuer which shall have been derived by the Issuer from sources other than ad valorem taxation and which shall be lawfully available for such purpose.

(J) Compliance with Revenue Sharing Requirements. The Issuer will at all times comply with all of the requirements and conditions of Chapter 218, Part II, Florida Statutes, as amended, to assure its receipt of the Guaranteed Entitlement allocable to the Issuer from the state Revenue Sharing Trust Fund for Counties; and the Issuer will not take any action which will jeopardize its receipt of the Guaranteed Entitlement or adversely affect its undertaking herein to apply the same as provided in this Instrument.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

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

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

4.03 No Third Party Beneficiaries. Except as otherwise expressly provided herein or in the Bonds, nothing in this Instrument, or in the Bonds, expressed or implied, is intended or shall be construed to confer upon any Person other than the Issuer and the Owners any right, remedy or claim, legal or equitable, under and by reason of this Instrument or any provision hereof, or of the Bonds, all provision hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Owners.

4.04 Compliance with Chapter 218, Part III, Florida Statutes. The Issuer hereby approves and authorizes Bond Counsel to complete and file with the Division of Bond Finance, Department of General Services of the State of Florida, an advance notice of the impending sale of the Bonds, and to perform any other acts as may be necessary to comply with Chapter 218, Part III, Florida Statutes, as amended.

4.05 Defeasance. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to any of the Bonds, then, and in that event, the pledge of and lien

on the Pledged Funds in favor of the Owners of such Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit by the Issuer of Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of such Owners, in respect to which such Federal Securities or certificates of deposit the principal and interest received will be sufficient to make timely payment of the principal of and interest and redemption premiums, if any, on such Bonds, shall be considered "provision for payment." Nothing in this section shall be deemed to require the Issuer to call any Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair in any way the discretion of the Issuer in determining whether or not to exercise any such option for early redemption.

4.06 Modification or Amendment. Any modification or amendment of this Instrument or of any resolution amendatory hereof or supplemental hereto may be made with the consent in writing of the provider of municipal bond insurance insuring all of the Bonds then outstanding which shall be materially and adversely affected by such modification or amendment, if as a result of which insurance such Bonds shall be rated in the highest rating category by either Moody's Investors Service or Standard & Poor's Corporation; or if such Bonds shall not be so insured or such insurance provider shall be in default or bankrupt, with the consent in writing of the Owners of fifty-one per centum (51%) or more in principal amount of such Bonds; provided, however, that no such modification or amendment shall permit a change in the maturity of such Bonds, or a reduction in the rate of interest thereon or in the amount of the principal obligation thereof, or affecting the promise of the Issuer to pay the principal of and interest on such Bonds as the same shall become due from the Pledged Funds, or reduce the percentage of such Bonds the Owners of which are required to consent to any such modification or amendment without the consent of the Owners of one hundred per centum (100%) of such Bonds. This Instrument and any resolution amendatory hereof or supplemental hereto may be amended, to the extent that the amendment shall not materially and adversely affect any of the Bonds, without the consent of such insurance provider or any of the Owners for any of the following purposes:

(1) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Instrument, as supplemented, or to clarify any matters or questions arising hereunder.

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

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

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

(5) To specify and determine any matters and things relative to the Bonds which are not contrary to or inconsistent with this Instrument as theretofore in effect.

4.07 Sale of Bonds. The Bonds shall be sold in such manner and on such terms and conditions as the Issuer shall hereafter provide by resolution of the Board.

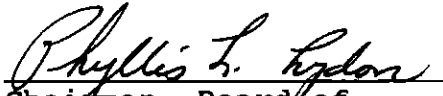
4.08 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever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

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

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


4.11 Effective Date. This Instrument shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 14 day of July, 1987.

  
Chairman, Board of  
County Commissioners

(SEAL)

ATTEST:

  
Clerk, Board of County  
Commissioners

DS5SJIRS1