ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,950,000 CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2011 TO REFUND CERTAIN OUTSTANDING OBLIGATIONS AND PAY THE COSTS OF ISSUANCE ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2011 BONDS; PLEDGING CERTAIN REVENUES FOR THE PAYMENT OF SAID BONDS; AWARDING THE SALE OF THE SERIES 2011 BONDS TO THE ORIGINAL PURCHASER; ACKNOWLEDGING THE SERIES 2011 BOND AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; APPROVING THE FORM OF THE SERIES 2011 BONDS MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. *Authority For This Ordinance*. This Ordinance is enacted pursuant to the provisions of Chapter 125, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

Section 2. *Definitions*. The following terms in this Ordinance shall have the following meanings unless the text otherwise expressly requires:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Additional State Revenue Sharing Funds" shall mean 50% of the funds received in the prior year by the Issuer from the Revenue Sharing Trust Fund for Counties minus the Guaranteed Entitlement and the Second Guaranteed Entitlement.

"Business Day" shall mean any day except any Saturday or Sunday or any other day on which the Principal Office of the Original Purchaser is lawfully closed.

"Chairman" shall mean the Chairman of the Board of County Commissioners of Leon County, Florida and such term shall also include the Vice Chairman or the Chairman's designee.

"Clerk" shall mean the Clerk of the Circuit Court and such term shall include any Deputy Clerk.

"Escrow Deposit Agreement" shall mean the escrow deposit agreement between the Issuer and the Escrow Holder dated as of the date of closing.

"Escrow Holder" shall mean U.S. Bank, National Association, Jacksonville, Florida.

"Guaranteed Entitlement Revenues" shall mean the guaranteed entitlement revenues received by the Issuer pursuant to Chapter 218, Part II, Florida Statues, and defined therein as "Guaranteed Entitlement".

"Financial Advisor" shall mean Public Financial Management, Inc., Orlando Florida.

"Issuer" shall mean Leon County, Florida

"Local Government Half-Cent Sales Tax" shall mean the local government half-cent sales tax revenues received by the Issuer pursuant to Chapter 218, Part VI, Florida Statues.

"Ordinance" shall mean this Ordinance as from time to time amended or supplemented in accordance with the terms hereof.

"Original Purchaser" shall mean Bank of America Merrill Lynch, Pensacola, Florida.

"Owner" or "Owners" shall mean the Person or Persons in whose name or names a Series 2011 Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Ordinance. The Original Purchaser shall be the initial Owner.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean collectively, (i) the Local Government Half-Cent Sales Tax (ii) the Guaranteed Entitlement Revenues (iii) the Second Guaranteed Entitlement and (iv) the Additional State Revenue Sharing Funds, all as defined herein.

"Principal Office" shall mean, with respect to the Original Purchaser, the office located at 100 West Garden Street, Pensacola, Florida 32502, or such other office as the Owner may designate to the Issuer in writing.

"Prior Bonds" shall mean the Series 2003 Bonds and the Series 2005 Bonds.

"Prior Bonds Ordinance" shall mean Ordinance No. 98-02 enacted on March 31, 1998 as amended and supplemented from time to time.

"Refunded Bonds" shall mean the Issuer's Outstanding $28,395,000 Leon County, Florida Capital Improvement Revenue Bonds, Series 1998B.

"Second Guaranteed Entitlement Revenues" shall mean the second guaranteed entitlement revenues received by the Issuer pursuant to Chapter 218, Part II, and defined therein as the "Second Guaranteed Entitlement for counties."

"Series 2003 Bonds" shall mean collectively the Series 2003A Bonds and the Series 2003B Bonds.

"Series 2003A Bonds" shall mean the outstanding $7,965,000 Leon County, Florida Capital Improvement Revenue Bonds, Series 2003A.

"Series 2003B Bonds" shall mean the outstanding $12,465,000 Leon County, Florida Taxable Capital Improvement Revenue Bonds, Series 2003B.

"Series 2005 Bonds" shall mean the outstanding $24,695,000 Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2005.

"Series 2011 Bonds" shall mean the not to exceed $7,950,000 Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2011 authorized by Section 6 hereof.

"State" shall mean the State of Florida.

Section 3: *Findings.*

A. It is necessary and desirable to refund the Refunded Bonds, as provided herein, in order to preserve and protect the public health, safety and welfare of the inhabitants of the Issuer and to issue the Series 2011 Bonds to provide funds for such purposes.

B. The Issuer previously issued the Prior Bonds and pledged the Pledged Revenues to the payment thereof.

C. The Pledged Revenues are not now pledged or encumbered in any manner, except to the payment of the Prior Bonds. The Series 2011 Bonds shall be payable from a lien on the Pledged Revenues junior and subordinate to the lien on the Prior Bonds as provided herein.

D. Principal and interest payments on the Series 2011 Bonds and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes on any real or personal property within Leon County, Florida to pay the principal of and interest on the Series 2011 Bonds herein authorized or to make any other payments provided for herein. The Series

2011 Bonds shall not constitute a lien upon any properties owned by or located within the boundaries of the Issuer.

E. The estimated Pledged Revenues for the payment thereof will be sufficient to pay all principal of and interest on the Series 2011 Bonds to be issued hereunder and the Prior Bonds, as the same become due, and to make all required reserve or other payments required by the Prior Bonds Ordinance and this Ordinance.

F. The Issuer has received an offer from the Original Purchaser to purchase the Series 2011 Bonds.

G. In consideration of the purchase and acceptance of the Series 2011 Bond authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Ordinance shall constitute a contract between the Issuer and the Owner.

Section 4: *Ordinance to Constitute a Contract.* In consideration of the acceptance of the Series 2011 Bonds authorized to be issued hereunder by the Owner, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and the Owner. The covenants and agreements herein set forth to be performed by the Issuer shall be for the benefit, protection and security of the Owner.

Section 5: *Authorization of Refunding of Refunded Bonds.* There is hereby authorized the refunding of the Refunded Bonds.

Section 6: *Authorization of Series 2011 Bonds.* Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as "Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2011" is hereby authorized to be issued under and secured by this Ordinance, in the principal amount of not to exceed $7,950,000 for the purpose of providing funds to refinance the Refunded Bonds, and pay the costs of issuing the Series 2011 Bonds.

Because of the characteristics of the Series 2011 Bonds, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2011 Bonds, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Series 2011 Bonds at a negotiated sale. Prior to the issuance of the Series 2011 Bonds, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

Section 7: *Description of Series 2011 Bonds.* The Series 2011 Bonds shall be dated the date of their execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, and shall have such other terms and provisions, including interest rates not exceeding the maximum interest rates permitted by the Act, as stated in the form of the Series

2011 Bonds attached hereto as Exhibit A. The Series 2011 Bonds shall bear interest at an interest rate, calculated on the basis of twelve 30-day months in a 360-day year, payable on April 1st and October 1st each year commencing, October 1, 2011. Principal shall be payable on October 1st of each year commencing, October 1, 2011 (the "Principal Payment Date"). The Series 2011 Bonds shall mature on October 1, 2013. The Series 2011 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.

The Series 2011 Bonds may be subject to redemption in whole, or in part, on any date with three days prior notice to the Owner by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus the Prepayment Fee. For purposes hereof, the Prepayment Fee will be the sum of fees calculated separately for each Prepaid Installment, as follows:

(i) The Owner will first determine the amount of interest which would have accrued each month at the Taxable Equivalent Rate for the Prepaid Installment had it remained outstanding until the Original Payment Date of the Bond, using the interest rate applicable to the Prepaid Installment hereof.

(ii) The Owner will then subtract from each monthly interest amount determined in (i), above, the amount of interest which would accrue for that Prepaid Installment if it were reinvested from the date of prepayment or redemption through the Original Payment Date, using the Treasury Rate.

(iii) If (i) minus (ii) for the Prepaid Installment is greater than zero, the Owner will discount the monthly differences to the date of prepayment or redemption by the Treasury Rate. The Owner will then add together all of the discounted monthly differences for the Prepaid Installment.

(a) "Original Payment Dates" mean the dates on which the prepaid or redeemed principal would have been paid if there had been no prepayment or redemption. If any of the principal would have been paid later than the end of the fixed rate interest period in effect at the time of prepayment or redemption, then the Original Payment Date for that amount will be the last day of the interest period.

(b) "Prepaid Installment" means the amount of the prepaid or redeemed principal which would have been paid on a single Original Payment Date.

(c) "Taxable Equivalent Rate" means the interest rate per annum derived from the following formula: interest rate on the Note divided by the difference of one minus the Maximum Corporate Income Tax Rate. The "Maximum Corporate Income Tax Rate" is the highest marginal federal income tax rate charged to U.S. corporations in effect at the time of the

prepayment calculation. The "Maximum Corporate Income Tax Rate" is currently 35% (or 0.35 in numerical terms).

(d) "Treasury Rate" means the yield on the Treasury Constant Maturity Series with maturity equal to the Original Payment Date of the Prepaid Installment which are principal payments calculated as of the date of prepayment in accordance with accepted financial practice and rounded to the nearest quarter-year, as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication. If no maturity exactly corresponding to such Original Payment Date appears in Release H.15, the Treasury Rate will be determined by linear interpolation between the yields reported in Release H.15. If for any reason Release H.15 is no longer published, the Bank shall select a comparable publication to determine the Treasury Rate.

Prepayments of principal shall be applied against the scheduled payments of principal hereunder in the inverse order of their due dates.

The Series 2011 Bonds are to be in substantially the form set forth on Exhibit A attached hereto, together with such changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman and the Clerk.

Additionally, no Reserve Fund shall be required or established.

Section 8: *Execution, Registration and Exchange of Series 2011 Bonds; Persons Treated as Owner.* The Series 2011 Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the Chairman and the Clerk and the official seal of the Issuer, and be 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 the Series 2011 Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2011 Bonds so signed and sealed has been actually sold and delivered, such Series 2011 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2011 Bonds had not ceased to hold such office. The Series 2011 Bonds may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2011 Bonds shall hold the proper office of the Issuer, although, at the date of such Series 2011 Bonds, 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 enactment of this Ordinance, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2011 Bonds shall be actually sold and delivered.

The Series 2011 Bonds are initially registered to the Original Purchaser. So long as the Series 2011 Bonds shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2011 Bonds. The Series 2011 Bonds shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Owner may in the

future make transfers or enter into participation agreements or securitization transactions with respect to the Series 2011 Bonds; provided, however, the Series 2011 Bonds must be in minimum denominations of $100,000 upon any such transaction.

The Person in whose name the Series 2011 Bonds shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of principal and interest on such Series 2011 Bonds shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2011 Bonds to the extent of the sum or sums so paid.

Section 9: *Payment of Principal and Interest; Limited Obligation*. The Issuer promises that it will promptly pay the principal of and interest on the Series 2011 Bonds at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2011 Bonds are secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Series 2011 Bonds shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues junior and subordinate to the lien thereon of the Prior Bonds, as herein provided. No holder of any Series 2011 Bonds issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay such Series 2011 Bonds, or be entitled to payment of such Series 2011 Bond from any funds of the Issuer except from the Pledged Revenues as described herein.

The payment of principal of and interest on the Series 2011 Bonds shall be secured forthwith by, and the Issuer hereby grants to the Owner an irrevocable lien on the Pledged Revenues, junior and subordinate to the lien thereon of the Prior Bonds. Such amounts hereby pledged and assigned shall immediately be subject to the lien of this pledge without any further physical delivery thereof or any further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof.

Section 10: *Series 2011 Bonds Mutilated, Destroyed, Stolen or Lost*. In case the Series 2011 Bonds shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new bond of like tenor as the Series 2011 Bonds so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Series 2011 Bonds, or in lieu of and in substitution for the Series 2011 Bonds destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Series 2011 Bonds so surrendered shall be canceled.

Section 11. *Application of Proceeds of Series 2011 Bonds.* The proceeds, including accrued interest and premium, if any, received from the sale of any or all of the Series 2011 Bonds shall be applied by the Issuer simultaneously with the delivery of such Series 2011 Bonds to the purchaser thereof, as follows:

A. A sum specified in the Escrow Deposit Agreement which, together with other funds of the Issuer, will be sufficient to pay the principal of, interest on, premium, if any, and other costs and obligations incurred with respect to the Refunded Bonds as the same shall become due or redeemed.

B. The remaining proceeds, if any, shall be used to pay the Costs of Issuance in connection with the issuance, delivery and sale of the Series 2011 Bonds. For purposes of this Ordinance, "Costs of Issuance" includes, legal, any fees of the Original Purchaser and all other miscellaneous costs associated with the issuance of the Series 2011 Bonds.

Section 12: *Impairment of Contract.* The Issuer covenants with the Owner of the Series 2011 Bonds that it will not, without the written consent of the Owner of the Series 2011 Bonds, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Series 2011 Bonds hereunder.

Section 13: *Covenants of Issuer.* The Issuer covenants with the Owner so long as the Series 2011 Bonds are outstanding and unpaid as follows:

A. to provide audited financial statements within 180 days after the end of the Fiscal Year to the Owner at no charge, and to provide upon request of the Owner any other information it may reasonably request in writing;

B. the Issuer shall prepare its annual budget in accordance with Florida law, and shall provide the Owner a copy of its final annual budget for each fiscal year within 30 days of adoption thereof by the Board of County Commissioners and such other public information the Owner may reasonably request;

C. and will not issue any obligations payable from or secured by Pledged Revenues unless either i) such obligations shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Series 2011 Bonds, or ii) in applying the method of calculation for the additional bonds test set forth in Section 14(C) of the Prior Bonds Ordinance, the Pledged Revenues equals at least 1.15x the Maximum Bond Service Requirement, as defined in the Prior Bonds Ordinance. The Issuer shall include the debt service for the Series 2011 Bonds and any debt issued on parity with the Series 2011 Bonds for purposes of calculation of such Maximum Bond Service Requirement.

Section 14. *Appointment of Paying Agent And Registrar.* The Clerk is hereby appointed as Paying Agent and Registrar for the Series 2011 Bonds.

Section 15: *Award of Series 2011 Bonds*. The Series 2011 Bonds are hereby sold and awarded to the Original Purchaser, at the price of par. The Chairman is authorized and directed to negotiate any other terms and conditions with the Original Purchaser which shall be necessary to conform the same in all material respects as may be determined by the Chairman, the Director of Management and Budget, the Financial Advisor and Bond Counsel, to the proposal of the Original Purchaser, attached hereto as Exhibit D.

Section 16: *Bank Qualified*. The Issuer designates the Series 2011 Bonds as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during calendar year 2011 to issue more than $10,000,000 of "tax-exempt" obligations, exclusive of any private activity bonds, as defined in Section 141(a) of the Code.

Section 17. *Redemption of Refunded Bonds*. The Clerk is hereby authorized to call the Refunded Bonds no later than 45 days from the date of issuance of the Series 2011 Bonds. The Paying Agent for the Refunded Bonds is hereby authorized to provide written notice of such redemption to the registered owners of such Refunded Bonds and to any Bondholder whose name and address are on file with the Paying Agent for the Refunded Bonds and is hereby authorized and directed to publish the notice of redemption.

Section 18. *Tax Covenants*. A. The Issuer shall not use or permit the use of any proceeds of the Series 2011 Bonds or any other funds of the Issuer, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the Issuer with respect to the Series 2011 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Series 2011 Bonds to be "private activity bonds" within the meaning of Section 141 or an "arbitrage bond" within the meaning of Section 148, or "federally guaranteed" within the meaning of Section 149(b), of the Internal Revenue Code of 1986, as amended (in this Section called the "Code"), or otherwise cause interest on the Series 2011 Bonds to become subject to federal income taxation.

B. The Issuer shall at all times do and perform all acts and things permitted by law and this Ordinance which are necessary or desirable in order to assure that interest paid on the Series 2011 Bonds will be excluded from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excluded.

C. The Issuer shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to any Series 2011 Bonds for which the Issuer intends on the date of issuance thereof to be excluded from gross income for purposes of federal income taxation, the Issuer hereby creates the "Rebate Fund" (hereinafter the "Rebate Fund") to be held by the Issuer. The Rebate Fund need not be maintained so long as the Issuer timely satisfies its obligation to pay

any rebatable earnings to the United States Treasury; however, the Issuer may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Pledged Revenues and shall not be pledged in any manner for the benefit of the holders of the Series 2011 Bonds. 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 of Bond Counsel delivered to the Issuer upon issuance of such Series 2011 Bonds.

Section 19: *Events of Default; Remedies of Owner.* The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on any Series 2011 Bonds within 15 days after the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Ordinance or the Series 2011 Bonds (other than set forth in (i) above) and fails to cure the same within thirty (30) days following written notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

If any payment of principal or interest on the Series 2011 Bonds is received by the Owner more than fifteen days after the same becomes due and payable, the Issuer will pay the Owner on demand a late fee determined by the Owner but not greater than four percent (4%) on the amount of the delinquent payment.

During the continuance of an Event of Default, the interest rate borne by the Series 2011 Bonds (if held by the Original Purchaser) will be the maximum rate permitted by law.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Series 2011 Bonds may, (i) in addition to any remedy authorized in the Series 2011 Bonds, either at law or in equity, by suit, action, mandamus or other proceeding (including specific performance) in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Ordinance, and may enforce and compel the performance of all duties required by this Ordinance, or by any applicable statutes to be performed by the Issuer or by any officer thereof and (ii) declare the entire indebtedness evidenced by the Series 2011 Bonds to be immediately due and payable whereupon it shall be due immediately. In any such default, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Series 2011 Bonds, all costs of collection and enforcement hereof, including such reasonable attorneys' fees as may be incurred, including on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist.

Section 20: *Business Days.* In any case where the due date of interest on or principal of a Series 2011 Bonds is not a Business Day, then payment of such principal or interest need not

be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 21: *Amendment*. No modification or amendment of this Ordinance or of any ordinance or resolution amendatory hereof or supplemental hereto may be made without the consent in writing of the Owner; provided, however, that no consent of the Owner shall be required for amendments made to cure any ambiguity, formal defect or omission in this Ordinance.

Section 22: *Limitation of Rights*. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Series 2011 Bonds is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Ordinance or any covenants, conditions and provisions herein contained; this Ordinance and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

Section 23: *Waiver of Jury Trial and Arbitration:* This Section 20 concerns the resolution of any controversies or claims between the Issuer and the Owner, whether arising in contract, tort or by statute, that arises out of or relates to: (i) this Resolution or the Bond (collectively a "Claim"). For the purposes of this arbitration provision only, the term "Parties" shall include any parent corporation, subsidiary or affiliate of the Owner involved in the servicing, management or administration of the Bond.

(b) At the request of the Issuer or Owner, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Arbitration Act"). The Arbitration Act will apply even though this Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(c) Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this paragraph shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the Issuer or Owner may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in the City of Tallahassee, Florida. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars ($5,000,000), upon the request of the Issuer or Owner, the Claims shall be decided by three arbitrators. All arbitration hearings shall

commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Resolution and the Bond.

(f) This Section does not limit the right of the Issuer or Owner to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of the Issuer or Owner, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) By agreeing to binding arbitration, the Issuer and Owner irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim.

Section 24: *Applicable Provisions of Law.* This Ordinance shall be governed by and construed in accordance with the laws of the State of Florida.

Section 25: *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

Section 26: *Board of County Commissioners of the Issuer Exempt from Personal Liability.* No recourse under or upon any obligation, covenant or agreement of this Ordinance or the

Series 2011 Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Board of County Commissioners, as such, of the Issuer, past, present or future, either directly or through the Issuer it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board of County Commissioners, as such, under or by reason of the obligations, covenants or agreements contained in this Ordinance or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Board of County Commissioners, as such, are waived and released as a condition of, and as a consideration for, the execution of this Ordinance and the issuance of the Series 2011 Bonds, on the part of the Issuer.

Section 27: *Authorizations*. The Chairman, the Director of Management and Budget, the County Attorney, the Clerk and such other officials and employees of the Issuer as may be designated by the Issuer are each designated as agents of the Issuer in connection with the issuance and delivery of the Series 2011 Bonds and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Series 2011 Bonds, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

Section 28: *No Third Party Beneficiaries*. Except such other persons as may be expressly described in this Ordinance or in the Series 2011 Bonds, nothing in this Ordinance or in the Series 2011 Bonds, expressed or implied, is intended or shall be construed to confer upon any person, other than the Issuer and the Owner, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, or of the Series 2011 Bonds, all provisions 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 Owners.

Section 29: *Owner Not Affected by Use of Series 2011 Bond Proceeds.* The Owner shall have no responsibility for the use of the proceeds of the sale of the Series 2011 Bonds, and the use of the Series 2011 Bond proceeds by the Issuer shall in no way affect the rights of such Owner.

Section 30: *Severability of Invalid Provisions.* If any one or more of the covenants, agreements or provisions of this Ordinance should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions and in no way affect the validity of all the other provisions of this Ordinance or the Series 2011 Bonds issued hereunder.

Section 31: *Repealer*. All ordinances or parts thereof in conflict herewith are hereby repealed.

Section 32: *Captions*. The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

Section 33: *Effective Date*. This Ordinance shall have effect upon becoming law.

DULY PASSED AND ENACTED by the Board of County Commissioners of Leon County, Florida on this _____ day of March, 2011.

BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA

By:_____
JOHN E. DAILEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

BOB INZER, CLERK OF THE COURT

By:_____

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY:_____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

EXHIBIT A
[FORM OF SERIES 2011 BONDS]

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATED THEREUNDER.

R-1 $_____

STATE OF FLORIDA
COUNTY OF LEON
CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2011

DATED DATE INTEREST RATE MATURITY DATE

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that Leon County, Florida (hereinafter called the "Issuer") for value received, hereby promises to pay to the order of the Registered Owner identified above or registered assigns, as herein provided, on the Maturity Date identified above, upon the presentation and surrender hereof at the principal corporate trust office of _____in _____, Florida, from the revenues hereinafter mentioned, the Principal Amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said sources, to the Registered Owner hereof by wire transfer or check transmitted to the Registered Owner at his address as it appears on the Bond registration books of the Issuer as it appears on the 15th day of the calendar month preceding the applicable interest payment date, interest on said Principal Amount at the Interest Rate per annum identified above on each April 1 and October 1 commencing _____from the interest payment date next preceding the date of registration and authentication of this Bond, unless

this Bond is registered and authenticated as of an interest payment date, in which case it shall bear interest from said interest payment date, or unless this Bond is registered and authenticated prior to _____, __, in which event this Bond shall bear interest from _____, __. Principal shall be paid annually commencing _____and on each October 1 until the Maturity Date.

The principal of this Bond may be prepaid in whole, or in part, on any date, with three (3) days prior written notice to the Registered Owner by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment plus the Prepayment Fee. For purposes hereof, the Prepayment Fee will be the sum of fees calculated separately for each Prepaid Installment, as follows:

(i) The Registered Owner will first determine the amount of interest which would have accrued each month at the Taxable Equivalent Rate for the Prepaid Installment had it remained outstanding until the Original Payment Date of the Bond, using the interest rate applicable to the Prepaid Installment hereof.

(ii) The Registered Owner will then subtract from each monthly interest amount determined in (i), above, the amount of interest which would accrue for that Prepaid Installment if it were reinvested from the date of prepayment or redemption through the Original Payment Date, using the Treasury Rate.

(iii) If (i) minus (ii) for the Prepaid Installment is greater than zero, the Registered Owner will discount the monthly differences to the date of prepayment or redemption by the Treasury Rate. The Registered Owner will then add together all of the discounted monthly differences for the Prepaid Installment.

The following definitions will apply to the calculation of the Prepayment Fee:

(a) "Original Payment Dates" mean the dates on which the prepaid or redeemed principal would have been paid if there had been no prepayment or redemption. If any of the principal would have been paid later than the end of the fixed rate interest period in effect at the time of prepayment or redemption, then the Original Payment Date for that amount will be the last day of the interest period.

(b) "Prepaid Installment" means the amount of the prepaid or redeemed principal which would have been paid on a single Original Payment Date.

(c) "Taxable Equivalent Rate" means the interest rate per annum derived from the following formula: interest rate on the Note divided by the difference of one minus the Maximum Corporate Income Tax Rate. The "Maximum Corporate Income Tax Rate" is the highest marginal federal income tax rate charged to U.S. corporations in effect at the time of the

prepayment calculation. The "Maximum Corporate Income Tax Rate" is currently 35% (or 0.35 in numerical terms).

(d) "Treasury Rate" means the yield on the Treasury Constant Maturity Series with maturity equal to the Original Payment Date of the Prepaid Installment which are principal payments calculated as of the date of prepayment in accordance with accepted financial practice and rounded to the nearest quarter-year, as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication. If no maturity exactly corresponding to such Original Payment Date appears in Release H.15, the Treasury Rate will be determined by linear interpolation between the yields reported in Release H.15. If for any reason Release H.15 is no longer published, the Bank shall select a comparable publication to determine the Treasury Rate.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Registered Owner.

All payments by the Issuer pursuant to this Bond shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to the principal sum due.

Upon the occurrence of a Determination of Taxability, the interest rate on this Bond shall be adjusted to a rate equal to 154% of the interest rate otherwise borne hereby (the "Adjusted Interest Rate"), as of and from the date such Determination of Taxability would be applicable with respect to this Bond (the "Accrual Date"); and (i) the Issuer shall on the next interest payment date (or if this Bond shall have matured, within 30 days after demand by the Owner) hereon pay to the Registered Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Adjusted Interest Rate from the Accrual Date to such next interest payment date (or maturity date if this Bond has matured), and (B) the actual interest paid by the Issuer on this Bond from the Accrual Date to such next interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Owner arising as a result of such Determination of Taxability; and (ii) this Bond shall thereafter bear interest at the Adjusted Interest Rate for the period such Determination of Taxability continues to be applicable with respect to this Bond. This adjustment shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code shall have expired.

As used in this Bond:

(1) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto;

(2) "Determination of Taxability" shall mean interest on this Bond is required to be included in the gross income of the Owner for federal income tax purposes under the Code.

Upon the occurrence of an Event of Default (as defined in the Ordinance) then the Registered Owner may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Issuer shall also be obligated to pay (but only from the Pledged Revenues) as part of the indebtedness evidenced by this Bond, any Prepayment Fee due as a result of the prepayment hereof upon such acceleration and all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay.

Interest at the maximum lawful rate per annum shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of a default described in the preceding paragraph, irrespective of a declaration of maturity.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ of like date, tenor and effect, except as to number, principal amount, maturity redemption provisions and interest rate, issued to finance the cost of refunding certain outstanding obligations of the Issuer, all in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 125, Florida Statutes, and Ordinance No. _____ enacted by the Issuer on March ___, 2011 (the "Ordinance") and is subject to all the terms and conditions of such Ordinance. All capitalized undefined terms used herein shall have the meaning set forth in the Ordinance.

This Bond is payable solely from and secured by a pledge of the Pledged Revenues as defined in the Ordinance. Such lien on the Pledged Revenues is junior and subordinate to the lien thereon of the Issuer's Prior Bonds, as defined in the Ordinance, in the manner provided in the Ordinance.

This Bond does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Holder of this Bond that such Bondholder shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal

property therein for the payment of the principal of and interest on this Bond or the making of any debt service fund, reserve or other payments provided for in the Ordinance.

It is further agreed between the Issuer and the Holder of this Bond that this Bond and the indebtedness evidenced thereby shall not constitute a lien upon the System, or any part thereof, or on any other property of or in the Issuer, but shall constitute a lien only on the Pledged Revenues, all in the manner provided in the Ordinance.

This Bond may be exchanged or transferred by the Registered Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Ordinance.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and Statutes of the State of Florida.

This Bond is and has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes.

The transfer of this Bond is registrable by the Bondholder hereof in person or by his attorney or legal representative at the principal corporate trust office of the Registrar but only in the manner and subject to the conditions provided in the Ordinance and upon surrender and cancellation of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Ordinance until it shall have been authenticated by the execution by the Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Leon County, Florida, has issued this Bond and has caused the same to be signed by the Chairman of the Board of County Commissioners and countersigned and attested to by the Clerk (the signatures of the Chairman and the Clerk being authorized to be facsimiles of such officers' signatures), and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the ____ day of _____, 2011.

LEON COUNTY, FLORIDA

(SEAL)

(manual or facsimile)
Chairman

ATTESTED AND COUNTERSIGNED:

(manual or facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of the within mentioned Ordinance.

_____
Registrar, as Authenticating Agent

Date of Authentication:

_____

By__(manual signature)_____
Authorized Officer

ASSIGNMENT AND TRANSFER

For value received the undersigned hereby sells, assigns and transfers unto (Please insert Social Security or other identifying number of transferee) the attached bond Leon County, Florida, and does hereby constitute and appoint_____, attorney, to transfer the said Bond on the books kept for Registration thereof, with full power of substitution in the premises.

Date_____

Signature Guaranteed by

_____
[member firm of the New York Stock Exchange or a commercial bank or a trust company.]

By: (manual signature)__
Title:_____

_____

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

[END OF FORM OF BOND]

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that _____(the "Purchaser") has not required Leon County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of $_____ Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2011 (the "Series 2011 Bonds"), and no inference should be drawn that the Purchaser, in the acceptance of said Series 2011 Bonds, is relying on Bond Counsel or Issuer's Counsel as to any such matters other than the legal opinions rendered by Bond Counsel, Bryant Miller Olive P.A. and by Issuer's Counsel, Herbert W.A. Thiele, Esq. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the ordinance enacted by the Board of County Commissioners of the Issuer on March _____, 2011 (the "Ordinance").

We are aware that investment in the Series 2011 Bonds involves various risks, that the Series 2011 Bonds are not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2011 Bonds is secured solely from the sources described in the Ordinance (the "Pledged Revenues").

We have made such independent investigation of the Pledged Revenues as we, in the exercise of sound business judgment, consider appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2011 Bonds and can bear the economic risk of our investment in the Series 2011 Bonds.

We acknowledge and understand that the Ordinance is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2011 Bonds as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Series 2011 Bonds may not be transferred in a denomination less than $100,000 in any circumstances.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2011 Bonds for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this ____ of March, 2011.

_____

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with Leon County, Florida (the "Issuer") for the private purchase of its Capital Improvement Revenue Refunding Bonds, Series 2011 (the "Series 2011 Bonds") in the principal amount of $_____. Prior to the award of the Series 2011 Bonds, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Series 2011 Bonds

Bank's Counsel

$_____

2. (a) *No other fee, bonus or other compensation is estimated to be paid by the* Bank in connection with the issuance of the Series 2011 Bonds to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2011 Bonds.

3. The amount of the underwriting spread expected to be realized by the Bank is $0.

4. The management fee to be charged by the Bank is $0.

5. Truth-in-Bonding Statement:

The Series 2011 Bond is being issued primarily to refinance the Refunded Bonds and pay the costs of issuance.

Unless earlier redeemed, the Series 2011 Bonds are expected to be repaid by October 1, _____at an interest rate of _____% and total interest paid over the life of the Series 2011 Bonds is estimated to be $_____.

The Series 2011 Bonds will be payable solely from the Pledged Revenues in the manner and to the extent described in the ordinance of the Issuer enacted on March ____, 2011 (the "Ordinance"). Issuance of the Series 2011 Bonds is estimated to result in approximately $_____of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2011 Bonds. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Bank is as follows:

_____
_____
_____

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this _____day of March, 2011.

_____

By: _____
Name: _____
Title: _____