

RESOLUTION NO. 2010-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, SUPPLEMENTING AND AMENDING IN CERTAIN RESPECTS RESOLUTION NO. 1898-05 OF THE CITY ADOPTED ON MAY 9, 2005, APPROVING A CHANGE IN INTEREST RATE MODE FROM AN AUCTION RATE MODE TO A WEEKLY MODE FOR THE CITY'S OUTSTANDING ELECTRIC REVENUE BONDS, SERIES 2005A AND B; PROVIDING FOR THE PURCHASE OF A LIQUIDITY FACILITY, THE EXECUTION AND DELIVERY OF THE LIQUIDITY FACILITY DOCUMENTS AND THE APPOINTMENT OF THE LIQUIDITY FACILITY PROVIDER; AUTHORIZING THE EXECUTION AND DELIVERY OF A REMARKETING AGREEMENT WITH RESPECT TO SAID BONDS AND APPOINTING THE REMARKETING AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A TENDER AGENT AGREEMENT WITH RESPECT TO SAID BONDS AND APPOINTING THE TENDER AGENT; APPROVING THE COVENANTS REQUIRED BY THE BOND INSURER IN ORDER TO FACILITATE THE MODE CHANGE; AMENDING THE RESOLUTION IN CERTAIN RESPECTS; AUTHORIZING THE CITY'S AUTHORIZED OFFICERS, THE CITY'S FINANCIAL ADVISOR, THE CITY ATTORNEY AND BOND COUNSEL TO DO ALL THINGS NECESSARY AND APPROPRIATE TO ACCOMPLISH THE MODE CHANGE; AUTHORIZING THE PREPARATION AND DELIVERY OF A REOFFERING MEMORANDUM FOR THE BONDS; RESCINDING RESOLUTION NO. 1992-08 ADOPTED ON APRIL 28, 2008 AND RESOLUTION NO. 2001-08, ADOPTED ON JUNE 9, 2008, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA:

ARTICLE I

AUTHORITY AND FINDINGS

SECTION 1.01 AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Parts I and II, Florida Statutes; Chapter 86, Article III of the Code of Ordinances of the City of Winter Park, Florida; Ordinance No. 2521-03 of the City enacted on June 24, 2003 (the "Bond Ordinance"); and other applicable provisions of law; and is supplemental to and amendatory of Resolution No. 1898-05, adopted on May 9, 2005 (the "Resolution").

SECTION 1.02 DEFINITIONS. The definitions set forth in the Resolution are herein incorporated by reference.

SECTION 1.03 FINDINGS.

A. The City's Electric Revenue Bonds, Series 2005A, and Electric Revenue Bonds, Series 2005B, were issued on May 27, 2005 in the aggregate principal amounts of \$42,025,000 and \$7,775,000, respectively, and, pursuant to the Final Terms Certificate, dated May 27, 2005, were issued in an Auction Rate Mode, a mode permitted under the Resolution.

B. Due to a serious disruption in the municipal marketplace for auction rate securities, one or more auction failures with respect to the Bonds have occurred resulting in a higher than anticipated current interest rate on the Bonds and the City, based upon the advice of its Financial Advisor, has determined to change the interest rate Mode for the Bonds to a Weekly Mode as is permitted by, and in accordance with, the Resolution (the "Mode Change").

C. In order to accomplish the Mode Change, it is necessary to agree to certain covenants required by the Bond Insurer; to amend the Resolution with respect to certain provisions therein; to purchase a Liquidity Facility from a Liquidity Facility Provider and to execute and deliver the Liquidity Facility Documents; to appoint a Remarketing Agent for the Bonds and to execute and deliver a Remarketing Agreement, and to appoint a Tender Agent for the Bonds and to enter into a Tender Agent Agreement.

ARTICLE II

**APPROVAL OF MODE CHANGE;
APPROVAL OF COVENANTS OF BOND INSURER**

SECTION 2.01 MODE CHANGE. A change from the Auction Rate Mode to a Weekly Mode authorized by the Resolution is hereby approved.

SECTION 2.02 APPROVAL OF COVENANTS FOR THE BENEFIT OF THE BOND INSURER. The consent of Financial Security Assurance Inc., the Bond Insurer for the Bonds, is required to change the Auction Rate Mode to any variable interest rate Mode authorized by the Resolution. The Bond Insurer has agreed to such consent subject only to compliance by the City with the covenants set forth below, and the City hereby approves and agrees to comply with such covenants:

(i) The redemption or term-out feature of Bank Bonds held by the Liquidity Facility Provider under the Liquidity Facility Documents and the redemption or term-out feature of any Additional Parity Bonds which become Bank Bonds pursuant to the Liquidity Facility applicable thereto shall not be less than seven (7) years;

(ii) The City shall pay to the Bond Insurer a flat fee in the amount of \$20,000.00.

(iii) The City will not issue Additional Parity Bonds under the Bond Ordinance bearing variable rates of interest or convert Additional Parity Bonds to bear interest at a variable rate which would result in total principal amount of variable rate indebtedness in excess of 30% of the aggregate principal amount of Bonds outstanding at the time of such issuance or conversion.

The proper officials of the City are hereby authorized to execute and deliver to the Bond Insurer a supplemental resolution, agreement or letter evidencing approval of the aforesaid covenants in the form approved by Bond Counsel and the City's Financial Advisor, the execution and delivery of such supplemental resolution, agreement or letter by the Mayor or his designee, and the City Clerk, or her designee, being conclusive evidence of such approval.

SECTION 2.03 THIRD PARTY BENEFICIARY. The Bond Insurer is hereby deemed a third-party beneficiary of the terms set forth herein and is hereby granted the right to enforce such terms against the City either at law or in equity. Any default in the terms hereof shall constitute an event of default under the Resolution.

ARTICLE III

AMENDMENTS TO RESOLUTION

SECTION 3.01 AMENDMENTS TO RESOLUTION.

(a) Section 1.02 of the Resolution is hereby amended by adding the definition of Termination Date as follows:

“Termination Date” means the date on which a Liquidity Facility by its terms terminates so long as the Liquidity Facility provides for a draw pursuant to a mandatory tender for purchase on the Termination Tender Date.”

(b) The definition of “Bond Service Requirement” set forth in Section 1.02 of the Resolution is hereby amended to read as follows:

“ ‘Bond Service Requirement’ for any Bond Year, as applied to the Bonds of any series, shall mean the sum of:

(1) The amount required to pay the interest becoming due on Bonds to which the Bond Service Requirement relates during the Bond Year (including, in the case of Variable Rate Bonds, the interest becoming due calculated in accordance with the assumptions provided by the resolution authorizing the issuance of such Variable Rate Bonds), except to the extent that such interest shall have been provided by payments into the Sinking Fund (hereinafter established and defined) out of Bond proceeds for a specified period of time;

(2) The amount required to pay the principal of Serial Bonds maturing during the Bond Year;

(3) The amount of Amortization Installments for Term Bonds required to be deposited in the Bond Amortization Account during the Bond Year, and the amount

required to pay the Compounded Amount due on any Capital Appreciation Bonds maturing in such Bond Year. In computing annual Bond Service Requirements in any year, the Term Bonds maturing in any year in which Term Bonds mature shall be excluded, and the annual Amortization Installments for Term Bonds shall be deemed to be serial maturities.

For all purposes of this Resolution, if, with respect to any series or portion of a series of Bonds, the Issuer enters into a Qualified Swap Agreement providing for payments to the Issuer which are pledged to the payment of interest on such Bonds, in an amount equal to interest on a notional amount equal to the principal amount of such Bonds outstanding, based upon a fixed rate or a variable index or formula different from that used to calculate interest on such Bonds, and provided that the conditions of Section 9.03U of this Resolution shall have been satisfied, then the effective rate of interest to the Issuer with respect to such Bonds taking into account (a) the actual interest rate borne by such Bonds, (b) payments to be received by the Issuer pursuant to such Qualified Swap Agreement and (c) payment obligations of the Issuer to the counterparty under the Qualified Swap Agreement, all based upon interest on such notional amount as determined by reference to a fixed rate or variable rate index or formula, shall be used for purposes of this definition as the actual rate of interest with respect to such Bonds. If, however, the applicable agreement ceases to constitute a "Qualified Swap Agreement" providing for "Qualified Swap Payments" in accordance with the terms of this Resolution, the assumptions provided by this paragraph shall not be used with respect to any calculations made after the time the agreement ceased to comply with such requirements.

If 2 series of Variable Rate Bonds, or 2 maturities within a series, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Bonds taken as a whole, and such series or maturities are required to be outstanding in equal principal amounts, such composite fixed rate shall be used in determining the Bond Service Requirement with respect to such Variable Rate Bonds.

For the purpose of the calculation of the Bond Service Requirement as of any date for any Bonds constituting Variable Rate Bonds, which are not related to a Qualified Swap Agreement, such Bonds shall be deemed to bear interest at the greater of (1) the rate of interest per annum then shown in the most recent 25-Bond Revenue Index for revenue bonds maturing in 30 years, published by *The Bond Buyer*, and (2) the average interest rate per annum for such Bonds during the 12 month period preceding such date; provided, however, that whenever such Bonds shall be converted to Fixed Rate Mode, the Bond Service Requirement for all affected Bonds shall be recalculated as of the conversion date using such fixed rate.

For the purposes of the calculation of the Bond Service Requirement as of any date for any Bank Bonds outstanding, interest shall be calculated at the rate required to be paid on Bank Bonds pursuant to the Liquidity Facility Documents and principal shall be deemed to be due on the date and in the amounts that such Bank Bonds are required to be paid or mandatorily redeemed pursuant to the Liquidity Facility Documents if earlier than provided herein."

(c) The definition of "Maximum Rate" set forth in Section 1.02 of the Resolution is hereby amended to read as follows:

“Maximum Rate” shall mean, (1) with respect to Series 2005 Bonds in any Mode other than the Auction Rate Mode, other than Bank Bonds, 14% per annum or such lesser rate as may be specified from time to time in a certificate of an Authorized Officer delivered to the Remarketing Agent and Bond Registrar; (2) with respect to Series 2005 Bonds in Auction Rate Mode, 14% per annum; provided, however, that no Series 2005 Bonds, regardless of their Mode, shall bear interest at a rate in excess of the maximum rate permitted by law; and (3) with respect to Bank Bonds, the maximum rate for Bank Bonds specified in the Liquidity Facility Documents.”

(d) Section 2.13(d) of the Resolution is hereby amended to read as follows:

“(d) **Partial Mode Changes Prohibited.** All Series 2005 Bonds Outstanding must be in the same Mode at the same time.”

(e) Section 4.01 of the Resolution is hereby amended by adding subsection (i) thereto as follows:

“(i) An optional redemption of all or any portion of the Series 2005 Bonds Outstanding shall be conditioned upon the availability of sufficient moneys on the date of redemption.”

(f) The first paragraph of Section 4.03 of the Resolution is hereby amended to read as follows:

“SECTION 4.03 REDEMPTION NOTICES. Notice (conditional or otherwise) of optional redemption shall, at least 10 days prior to the redemption date for Daily, Weekly and Commercial Paper Rate Bonds, and at least 30 days prior to the redemption date for Fixed Rate, Auction Rate and Term Rate Bonds, be filed with the Notice Parties and be mailed, postage prepaid, by the Bond Registrar to all Holders (or DTC or its nominee if DTC or its nominee is the sole Holder of the Series 2005 Bonds) of Series 2005 Bonds to be redeemed at their addresses as they appear of record on the books of the Bond Registrar prior to the date fixed for redemption; provided, however, that failure to mail such notice of redemption to a Holder or any failure by DTC or a DTC Participant to give such notice to any Person claiming a beneficial interest in a Series 2005 Bond shall not render ineffective any proceedings for redemption with respect to Series 2005 Bonds held by Holders to whom notice was properly mailed. A conditional notice of optional redemption shall be revocable by the City on any date prior to the redemption date. No defect affecting any Series 2005 Bond, whether in the notice of redemption or mailing thereof, shall affect the validity of the redemption proceedings for any other Series 2005 Bonds. Interest shall cease to accrue on any Series 2005 Bond duly called for prior redemption on the redemption date, if payment thereof has been duly provided. The privilege of transfer or exchange of any of the Series 2005 Bonds selected for redemption shall be suspended.”

(g) Section 5.05 of the Resolution is hereby amended to read as follows:

“SECTION 5.05 MANDATORY PURCHASE UPON EXPIRATION DATE, TERMINATION DATE AND SUBSTITUTION DATE. The Series 2005 Bonds shall be subject to mandatory tender for purchase at the Purchase Price on:

(a) the second Business Day preceding the Expiration Date of a Liquidity Facility, which second Business Day is hereinafter referred to as an “Expiration Tender Date”;

(b) the fifth calendar day (or if such day is not a Business Day, the preceding Business Day) preceding the Termination Date of a Liquidity Facility, which fifth calendar day is hereinafter referred to as a “Termination Tender Date,” if the Liquidity Facility permits a draw thereon on the Termination Tender Date; and

(c) the Substitution Date for a Liquidity Facility.”

(h) Section 5.06(b) of the Resolution is hereby amended to read as follows:

“(b) The Bond Registrar shall, at least 15 days prior to the Termination Tender Date with respect to Series 2005 Bonds, give notice of the mandatory tender of the Series 2005 Bonds on such Termination Tender Date.”

(i) Sections 5.07, 5.08, 5.09, 5.10 and 5.11 of the Resolution are hereby deleted.

(j) Section 5.12 of the Resolution is hereby amended to read as follows and is renumbered as Section 5.07.

“SECTION 5.07 BANK BONDS. Unless otherwise agreed by the Bond Insurer, Bank Bonds shall bear interest at a rate per annum that does not exceed the rate to be specified in the applicable Liquidity Facility Documents. Bank Bonds may be subject to mandatory redemption as provided in the Liquidity Facility, provided that the term of any Bank Bonds shall not be less than seven (7) years. Bank Bonds shall not be tendered for purchase. If less than all Outstanding Series 2005 Bonds are redeemed at the option of the Issuer, Bank Bonds shall be redeemed prior to any other Outstanding Series 2005 Bonds.”

(k) Section 6.01(e) of the Resolution is hereby amended to read as follows:

“(e) Each Liquidity Facility may have such term as evidenced by the prior written consent of the Bond Insurer.”

(l) Article VI of the Resolution is hereby amended by adding Sections 6.02 through 6.16 thereto to read as follows:

“Section 6.02. Liquidity Facility.

A Liquidity Facility, in an amount equal to the sum of outstanding principal and interest calculated at the Maximum Rate for 35 days, or such other amount as may be approved by the Bond Insurer and the rating agencies then rating the Series 2005 Bonds, shall be maintained by the Issuer for the Series 2005 Bonds in the Weekly Mode and the Daily Mode.

No Liquidity Facility or Alternate Liquidity Facility may be delivered in connection with the Series 2005 Bonds without the prior written consent of the Bond Insurer.

The Bond Insurance Policy shall not be substituted, surrendered, cancelled, amended, nullified, terminated or modified without the consent of the Liquidity Facility Provider and prior written evidence from each of the national rating agencies maintaining or rating on the Series 2005 Bonds that the rating on the Series 2005 Bonds will not be reduced or withdrawn as a result of such action.

(a) Requests to Pay Tender Price. If by 12:00 noon, New York, New York time, on a Purchase Date on which Series 2005 Bonds are required to be purchased pursuant to Section 5.01 there is not a sufficient amount of money available to pay the Purchase Price pursuant to the Tender Agent Agreement and Section 6.06 hereof, then by 12:30 p.m., New York, New York time on such Purchaser Date the Tender Agent shall (i) notify the Issuer and the Registrar and Paying Agent by telephone or by Electronic Means, promptly confirmed in writing, as to the aggregate Purchase Price of Bonds to be purchased and as to the Funding Amount, as herein-below defined, and (ii) make a Request, as herein-below defined, under the Liquidity Facility in accordance with its terms to receive immediately available funds not later than 2:30 p.m., New York, New York time on the Purchase Date sufficient to pay the balance of the Purchase Price.

“Funding Amount” means an amount equal to the difference between (1) the aggregate Purchase Price of Bonds with respect to which a notice was received pursuant to subsection (a) or (b) of Section 6.02 hereof and to be purchased pursuant to subsections (c), (d), (e) or (f) of Section 6.02 hereof, and (2) the Purchase Price of Bonds to be purchased pursuant to Section 6.02 hereof that are remarketed by the Remarketing Agent and for which funds have been transferred by the Remarketing Agent to the Tender Agent.

“Request” means a request by the Tender Agent under the Liquidity Facility for the payment of the Purchase Price of Series 2005 Bonds in accordance with the terms hereof.

The Tender Agent agrees to deposit the proceeds of such Request or Requests in the Liquidity Facility Purchase Account pursuant to Section 6.06(b)(ii) hereof pending application of that money to the payment of the Purchase Price. As soon as practicable after its receipt of funds from the Liquidity Facility Provider, as described in the preceding sentence, the Tender Agent shall notify the Issuer, the Registrar and Paying Agent, the Remarketing Agent and the Liquidity Facility Provider by telephone promptly confirmed by a written notice if, after receipt and application of such funds

there is a deficiency in the Funding Amount. In determining the amount of the Purchase Price then due, the Tender Agent shall not take into consideration any Bank Bonds or Series 2005 Bonds owned by or in the name of the Issuer. No Requests shall be made under a Liquidity Facility to pay the Purchase Price of Bank Bonds or, to the best knowledge of the Tender Agent, Series 2005 Bonds registered in the name of any nominees for (or any Person who owns such 2005 Bonds for the sole benefit of) any of the foregoing, or Series 2005 Bonds owned by or in the name of the Issuer. Bank Bonds may not be tendered for purchase at the option of the Liquidity Facility Provider.

(b) Surrender of Liquidity Facility. If an Alternate Liquidity Facility is delivered to the Tender Agent pursuant to Section 6.03, then the Tender Agent shall surrender the Liquidity Facility previously held for cancellation, provided that no Liquidity Facility shall be surrendered until after the date on which Series 2005 Bonds required to be purchased pursuant to Section 5.05(c) have been purchased or deemed purchased pursuant to the Liquidity Facility previously held. If a Liquidity Facility automatically terminates or is no longer required to be maintained hereunder, the Tender Agent shall surrender such Liquidity Facility to the issuer thereof for cancellation in accordance with the terms of the Liquidity Facility. Upon the defeasance of the Series 2005 Bonds pursuant to the Bond Resolution and if, at such time, the Series 2005 Bonds are no longer subject to tender for purchase, the Tender Agent shall surrender the Liquidity Facility, if any, to the Liquidity Facility Provider for cancellation in accordance with the terms of that Liquidity Facility. The Tender Agent shall comply with the procedures set forth in each Liquidity Facility relating to the termination thereof and shall deliver any certificates reducing the stated amount of the Liquidity Facility in accordance with the provisions thereof.

(c) Notice by Registrar and Paying Agent. In connection with a Mandatory tender for purchase of Series 2005 Bonds, the Registrar and Paying Agent shall give the notice of mandatory tender for purchase of such Series 2005 Bonds as provided in Section 5.06 hereof.

(d) Notices from Issuer and Registrar and Paying Agent.

(i) Notices from Issuer. The Issuer shall give notice to the Registrar and Paying Agent, the Remarketing Agent, the Tender Agent, the Bond Insurer and the Liquidity Facility Provider promptly upon the occurrence of any of the following events:

(A) the extension of the Expiration Date;

(B) the execution of an Alternate Liquidity Facility; and

(C) the appointment of a successor to any of the Liquidity Facility Provider, the Remarketing Agent or the Tender Agent.

(ii) Notices from Registrar and Paying Agent to Holders of Series 2005 Bonds. The Registrar and Paying Agent shall, promptly upon receipt of notice from: (A) the Issuer of the occurrence of any of the events listed in subparagraph (i) above, give notice to the Holders of Outstanding Series 2005

Bonds of the occurrence of that event and (B) the Liquidity Facility Provider of notice of a mandatory tender for purchase, give notice to the Issuer, the Tender Agent, the Remarketing Agent and the Holders of Outstanding Series 2005 Bonds of the occurrence of the mandatory tender for purchase with the information set forth in Section 6.05.

(e) Notices from Issuer to Rating Agencies. The Issuer shall notify each of the national rating agencies maintaining a rating on the Series 2005 Bonds of any of the following events:

(i) any change in Registrar and Paying Agent, Tender Agent or Remarketing Agent;

(ii) any material changes to the Remarketing Agreement, the Bond Resolution, the Series 2005 Bonds and any Liquidity Facility;

(iii) any expiration, termination, substitution or extension of any Liquidity Facility or the Bond Insurance Policy; and

(iv) any conversion of the interest rate Mode, redemption, defeasance, mandatory tender or acceleration of the Series 2005 Bonds.

The Issuer shall also provide any other information that the national rating agencies maintaining a rating on the Series 2005 Bonds may reasonably request in order to maintain the ratings on the Series 2005 Bonds.

Section 6.03. Alternate Liquidity Facility.

(a) Delivery by Issuer.

(i) Not later than 15 days prior to the expiration or termination of a Liquidity Facility relating to the Series 2005 Bonds, in accordance with the terms of that Liquidity Facility, the Issuer may provide for the delivery to the Tender Agent of an Alternate Liquidity Facility. Any Alternate Liquidity Facility delivered to the Tender Agent pursuant to this Section 6.03(a)(i) shall be delivered and become effective not later than 10 days prior to the date on which the former Liquidity Facility terminates or expires and shall be consented to in writing by the Bond Insurer and shall contain administrative provisions reasonably acceptable to the Tender Agent and the Remarketing Agent. On or prior to the date of the delivery of the Alternate Liquidity Facility to the Tender Agent, the Issuer shall furnish to the Tender Agent (A) if the Alternate Liquidity Facility is issued by a Liquidity Facility Provider other than a domestic commercial bank, an opinion of counsel addressed to the Issuer, the Registrar and Paying Agent, the Tender Agent and the Remarketing Agent reasonably satisfactory to the Tender Agent and the Remarketing Agent that no registration of the Alternate Liquidity Facility is required under the Securities Act, and no qualification of the Bond Resolution is required under the Trust Indenture Act, or that all applicable registration or qualification requirements have been fulfilled and (B) an opinion of counsel addressed to the Issuer, the Registrar and Paying Agent, the Tender Agent, the Bond Insurer and the Remarketing Agent

and satisfactory to the Tender Agent and the Remarketing Agent to the effect that such Alternate Liquidity Facility is a valid and enforceable obligation of the issuer thereof.

(ii) In lieu of the opinion of counsel required by clause (A) of subparagraph (i) above, there may be delivered an opinion of counsel addressed to the Issuer, the Registrar and Paying Agent, the Tender Agent and the Remarketing Agent reasonably satisfactory to the Issuer, the Remarketing Agent and the Tender Agent to the effect that either (A) at all times during the term of the Alternate Liquidity Facility, the Series 2005 Bonds will be offered, sold and held by Holders in transactions not constituting a public offering of the Series 2005 Bonds or the Alternate Liquidity Facility under the Securities Act, and accordingly no registration under the Securities Act, nor qualification of the Bond Resolution under the Trust Indenture Act, will be required in connection with the issuance and delivery of the Alternate Liquidity Facility or the remarketing of the Series 2005 Bonds with the benefits thereof, or (B) the offering and sale of the Series 2005 Bonds, to the extent evidencing the Alternate Liquidity Facility, has been registered under the Securities Act and any "indenture" required to be qualified with respect thereto under the Trust Indenture Act has been so qualified. If the opinion described in clause (A) of this subparagraph (ii) is given, the Series 2005 Bonds and any transfer records relating to the Series 2005 Bonds shall be noted indicating the restrictions on sale and transferability described in clause (A).

(b) Acceptance by Tender Agent. If at any time there is delivered to the Tender Agent (i) an Alternate Liquidity Facility covering all of the Series 2005 Bonds, (ii) the information, opinions and data required by Section 6.03(a), and (iii) all information required to give the notice of mandatory tender for purchase of the Series 2005 Bonds, then the Tender Agent shall accept such Alternate Liquidity Facility. If a Liquidity Facility is then in effect, the Tender Agent shall promptly surrender the Liquidity Facility then in effect to the issuer thereof for cancellation in accordance with its terms or deliver any document necessary to reduce the coverage of such Liquidity Facility due to the delivery of such Alternate Liquidity Facility.

Section 6.04. Rights and Duties under Liquidity Facility.

The Tender Agent, by accepting its appointment as such, agrees without further direction, to make Requests under each Liquidity Facility then in effect, if any, for the payment or purchase of Series 2005 Bonds in accordance with the terms and conditions set forth herein, the Tender Agent Agreement and that Liquidity Facility at the times, in the manner and for the purposes set forth herein and therein.

Section 6.05. Notice of Expiration, Termination, or Proposed Replacement of Liquidity Facility.

The Registrar and Paying Agent shall give notice by mail to the Holders of the Series 2005 Bonds secured by a Liquidity Facility (i) on or before the 30th day preceding the expiration, termination or proposed replacement of such Liquidity Facility (except in the case of a termination resulting from an event referred to in the following paragraph) in accordance with its terms, or (ii) in the case of any mandatory

tender for purchase under such Liquidity Facility, as soon as reasonably possible, but no later than the Business Day following the receipt by the Registrar and Paying Agent of notice of the mandatory tender for purchase. The notice shall be accompanied by directions for the purchase of the Series 2005 Bonds pursuant to Sections 5.05(a), (b), or (c) hereof as the case may be. The notice shall (A) state the date of such expiration, termination or proposed replacement, (B) state that the Series 2005 Bonds are subject to mandatory tender for purchase pursuant to Section 5.05 hereof for such expiration, termination or replacement, (C) state the date on which such purchase will occur pursuant to Section 5.05 hereof and set forth the Purchase Price and the place of delivery for purchase of such Bonds, and (D) provide any other information required in the notice to the Holders of the Series 2005 Bonds by Section 5.06(c) hereof. The Issuer shall provide the Registrar and Paying Agent with written notice of any information required to enable the Registrar and Paying Agent to give the foregoing notice. The Registrar and Paying Agent shall send a copy of the foregoing notice to the Issuer, the Tender Agent, the Remarketing Agent and the Liquidity Facility Provider.

If there should occur any event resulting in the immediate termination or suspension of the obligation of the Liquidity Facility Provider to purchase Series 2005 Bonds under the terms of any Liquidity Facility, then the Registrar and Paying Agent shall as soon as practicably possible thereafter notify the Issuer, the Tender Agent, the Bond Insurer, the Remarketing Agent and the Holders of all the Series 2005 Bonds then outstanding that: (i) the Liquidity Facility has been terminated or suspended, as the case may be; (ii) the Tender Agent will no longer be able to purchase Series 2005 Bonds with moneys available under the Liquidity Facility; and (iii) the Liquidity Facility Provider is under no obligation to purchase Series 2005 Bonds or to otherwise advance moneys to fund the purchase of Series 2005 Bonds.

Section 6.06. Notice of Series 2005 Bonds Delivered for Purchase; Purchase of Series 2005 Bonds; Deposit of Tender Price; Undelivered Bonds.

(a) Determination by Tender Agent; Notice of Tender. For purposes of Article VI hereof, the Tender Agent shall determine timely and proper delivery of Series 2005 Bonds and the proper endorsement of Series 2005 Bonds delivered. That determination shall be binding on the Holders of those Series 2005 Bonds, the Issuer, the Liquidity Facility Provider and the Remarketing Agent, absent manifest error.

In the case of a Series 2005 Bond bearing interest in the Weekly Mode, as soon as practicable upon receipt from a Bondholder or Participant of a notice pursuant to Section 5.01(b) hereof, but not later than 12:00 Noon, New York, New York time, on the day following receipt of such notice, the Tender Agent shall notify the Remarketing Agent, the Liquidity Facility Provider, the Registrar and Paying Agent and the Issuer by telephone, promptly confirmed in writing, or by telecopy, of receipt of such notice, the name of such Bondholder or Participant, the principal amount of Series 2005 Bonds to be purchased and the date on which such Series 2005 Bonds are to be purchased in accordance therewith.

In the case of a Series 2005 Bond bearing interest in the Daily Mode, as soon as practicable upon receipt from a Bondholder or Participant of a notice pursuant to Section 5.01(a) hereof, but not later than 11:15 a.m., New York, New York time, on the day of receipt of such notice, the Tender Agent shall notify the Remarketing Agent, the

Liquidity Facility Provider, the Registrar and Paying Agent and the Issuer by telephone, promptly confirmed in writing, or by telecopy, of receipt of such notice, the name of such Bondholder or Participant, the principal amount of Bonds to be purchased and the date on which such Series 2005 Bonds are to be purchased in accordance therewith.

The Tender Agent shall notify the Remarketing Agent of a mandatory tender for purchase pursuant to Section 5.02, 5.03, 5.04 and 5.05 hereof not later than 3:00 p.m., New York, New York time, on the last Business Day prior to the Purchase Date.

(b) Purchase of Series 2005 Bonds; Sources and Deposits of Purchase Price. Series 2005 Bonds required to be purchased in accordance with Article V hereof shall be purchased from the Holders thereof, on the Purchase Date and at the Purchase Price. Funds for the payment of the Purchase Price shall be received by the Tender Agent from the following sources and used in the order of priority indicated:

(i) proceeds of the sale of Series 2005 Bonds remarketed pursuant to Section 6.07 and the Remarketing Agreement and furnished to the Tender Agent by the Remarketing Agent for deposit into the Remarketing Account of the Purchase Fund;

(ii) money furnished by the Liquidity Facility Provider to the Tender Agent for deposit into the Liquidity Facility Purchase Account of the Purchase Fund from Requests on the Liquidity Facility, if any (provided that moneys from Requests on the Liquidity Facility shall not be used to purchase Bank Bonds or any Series 2005 Bonds owned by or in the name of the Issuer); and

(iii) money, if any, furnished by the Issuer, at its sole option, to the Tender Agent for deposit into the Issuer Purchase Account of the Bond Purchase Fund for the purchase of Series 2005 Bonds by the Issuer.

Money held in the Purchase Fund shall be held uninvested by the Tender Agent.

(c) Undelivered Bonds; Purchase Price. If any Holder of a Series 2005 Bond who has given notice of tender for purchase pursuant to Section 5.01 hereof or any Holder of a Series 2005 Bond subject to mandatory tender for purchase pursuant to Sections 5.02, 5.03, 5.04 and 5.05 hereof, shall fail to deliver that Series 2005 Bond to the Tender Agent at the place and on the Purchase Date and at the time specified, or shall fail to deliver that Series 2005 Bond properly endorsed, that Series 2005 Bond shall constitute an Undelivered Bond. If funds in the amount of the Purchase Price of the Undelivered Bond are available for payment to the Holder thereof on the Purchase Date and at the time specified, then from and after the Purchase Date and time of that required delivery (A) the Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding under this Bond Resolution; (B) interest shall no longer accrue on the Undelivered Bond; and (C) funds in the amount of the Purchase Price of the Undelivered Bond shall be held uninvested by the Tender Agent for the benefit of the Holder thereof (provided that the Holder shall have no right to any investment proceeds derived from such funds), to be paid on delivery (and proper endorsement) of the Undelivered Bond to the Tender Agent at its Principal Office for

delivery of Bonds. Any money which the Tender Agent segregates and holds in trust for the payment of the Purchase Price of any Series 2005 Bonds which remains unclaimed for five years after the date of purchase shall be paid to the Issuer. After the payment of such unclaimed money to the Issuer, the former Holder of such Series 2005 Bonds shall look only to the Issuer for the payment thereof. The Issuer shall not be liable for any interest on unclaimed money and shall not be regarded as a trustee of such money.

Section 6.07. Remarketing of Bonds; Notice of Interest Rates.

(a) Remarketing. Upon receipt of a notice of tender from the Tender Agent pursuant to Section 6.06 hereof, (other than a mandatory tender for purchase) the Remarketing Agent shall offer for sale and use its best efforts to sell such Series 2005 Bonds (including Bank Bonds) on the same date designated for purchase thereof in accordance with Article V hereof and, if not remarketed on such date, thereafter until sold, at the Purchase Price, in order to best facilitate remarketing. Series 2005 Bonds subject to a mandatory tender for purchase shall not be remarketed unless such Series 2005 Bonds are converted to a Fixed Rate, unless an Alternate Liquidity Facility is in full force and effect or unless the Liquidity Facility Provider has reinstated the Liquidity Facility with respect to which such mandatory tender for purchase was declared and such Liquidity Facility is in full force and effect. Fixed Rate Series 2005 Bonds shall not be remarketed to the Issuer.

As soon as practicable, but in any event by no later than 10:00 A.M. on the date any Bank Bond is to be remarketed, the Remarketing Agent shall notify the Registrar and Paying Agent, the Tender Agent and the Liquidity Facility Provider by telephone of the principal amount of the Bank Bond to be remarketed and the amount of accrued interest that will be included in the sales price therefor. Upon receipt of such notice from the Remarketing Agent, the Liquidity Facility Provider shall promptly, but not later than 11:00 A.M. on such remarketing date, notify the Registrar and Paying Agent, the Tender Agent and the Issuer by telephone or Electronic Means of the Bank Bond Interest Differential Amount. Upon receipt of such notice from the Liquidity Facility Provider, the Issuer shall immediately, and in no event later than 3:00 P.M. on such remarketing date, pay the Bank Bond Interest Differential Amount to the Liquidity Facility Provider.

“Bank Bond Interest Differential Amount” means, as to any Bank Bond for any period for which interest on such Bank Bond has not been paid, the difference between the amount of accrued interest on such Bank Bond at the Bank Bond rate during such period and the amount of accrued interest on such Bond included in the sales price therefor.

(b) Notice of Rates and Terms. The Remarketing Agent shall determine the rate of interest for Series 2005 Bonds during each Interest Period and each Bond interest term relating thereto and the bond interest terms for Series 2005 Bonds during each Interest Period relating thereto as provided in Sections 2.08 and 2.09 hereof and shall furnish to the Registrar and Paying Agent and the Issuer no later than the Business Day next succeeding the date of determination each rate of interest and Bond interest term so determined by telephone or telecopy, promptly confirmed in writing; provided that for Series 2005 Bonds in a Daily Mode such information need be

provided only once a week. In lieu of the notification provided in the preceding sentence, the Remarketing Agent may make such information available by readily accessible electronic means.

(c) Notice of Purchase and Remarketing. As soon as practicable, but in any event by no later than 12:00 noon, New York, New York time, on the Purchase Date and by no later than 1:00 p.m., New York, New York time, on the last Business Day prior to the Tender Date in the case of Series 2005 Bonds in the Commercial Paper and Daily Modes, the Remarketing Agent shall give notice by Electronic Means to the Registrar and Paying Agent and the Tender Agent of the aggregate principal amount of Series 2005 Bonds tendered for purchase which have not been remarketed. By 12:15 p.m., New York, New York time, on the Tender Date, the Remarketing Agent shall cause the Tender Price of the Series 2005 Bonds to be delivered to the Tender Agent for deposit into the Remarketing Account of the Bond Purchase Fund and shall give notice by Electronic Means to the Registrar and Paying Agent and the Tender Agent on each date on which Series 2005 Bonds have been purchased pursuant to Section 6.07(b)(i) specifying the principal amount of such Series 2005 Bonds, if any, sold by it pursuant to Section 6.07(a) along with a list of the purchasers showing the names and denominations in which such Series 2005 Bonds shall be registered, and the addresses and social security or taxpayer identification numbers of such purchasers. Upon receipt from the Remarketing Agent of such information, the Registrar and Paying Agent shall prepare Series 2005 Bonds in accordance with such information received from the Remarketing Agent for registration of transfer and redelivery to the Remarketing Agent. Promptly upon receipt of such latter notice from the Remarketing Agent, the Tender Agent shall notify the Liquidity Facility Provider and the Issuer as to the projected Funding Amount, as defined in Section 6.02(a) herein, if any.

(d) Failure to Set Rates. If the Remarketing Agent fails to set an interest rate on the Series 2005 Bonds for 2 consecutive weeks, such rate shall be equal to the SIFMA Swap Index.

Section 6.08. Delivery of Series 2005 Bonds.

(a) Series 2005 Bonds purchased with money described in Section 6.06(b)(i) shall be made available by the Tender Agent to the Remarketing Agent for delivery to the purchasers thereof against payment therefor.

(b) Series 2005 Bonds purchased with money described in Section 6.06(b)(ii) shall be registered in the name of the Liquidity Facility Provider and delivered in certificated form to the Liquidity Facility Provider as soon as practical following their purchase or held by the Tender Agent as agent for the Liquidity Facility Provider as directed by the Liquidity Facility Provider.

(c) Series 2005 Bonds purchased with money described in Section 6.05(b)(iii) shall be cancelled by the Registrar and Paying Agent, and any such Series 2005 Bonds purchased with money described in Section 6.06(b)(iii) shall not be remarketed, unless non-cancellation and remarketing are consented to in writing by the Bond Insurer and are approved by a Favorable Opinion of Bond Counsel delivered to the Issuer, the Registrar and Paying Agent, the Bond Insurer, the Tender Agent and the applicable Remarketing Agent.

(d) Series 2005 Bonds delivered as provided in this Section shall be registered in the manner directed by the recipient thereof.

(e) When any Bank Bonds are remarketed, the Tender Agent shall not release Series 2005 Bonds so remarketed to the Remarketing Agent until the Tender Agent has received and forwarded to the Liquidity Facility Provider the proceeds of such remarketing and (unless the Liquidity Facility is no longer to remain in effect) the Liquidity Facility has been reinstated.

Section 6.09. Delivery of Proceeds of Sale.

The proceeds of the sale by the Remarketing Agent of any Series 2005 Bonds shall be delivered to the Tender Agent for deposit into the Remarketing Account of the Bond Purchase Fund.

Section 6.10. Election Not to Sell Bank Bonds.

The Liquidity Facility Provider (or any subsequent owner of a Bank Bond) shall have the right, by written notice or by telephonic notice, promptly confirmed in writing to the Remarketing Agent, the Registrar and Paying Agent and the Tender Agent, to elect not to sell the Bank Bonds or any portion thereof to a purchaser identified by the Remarketing Agent. From and after any such election not to sell the Bank Bonds, such Series 2005 Bonds shall cease to be Bank Bonds and shall bear interest as provided herein for Series 2005 Bonds other than Bank Bonds.

Section 6.11. Inadequate Funds for Tenders.

If sufficient funds are not available for the purchase of all Series 2005 Bonds tendered or deemed tendered and required to be purchased on any Purchase Date, all Series 2005 Bonds shall bear interest at the lesser of the SIFMA Swap Index plus one percent and the Maximum Rate from the date of such failed purchase, until all such Series 2005 Bonds are purchased as required in accordance with this Resolution, and all tendered Series 2005 Bonds shall be returned to their respective Holders. Notwithstanding any other provision of this Resolution, such failed purchase and return shall not constitute an Event of Default. Thereafter, the Registrar and Paying Agent shall continue to take all such action available to it to obtain remarketing proceeds from the Remarketing Agent and sufficient other funds from the Liquidity Facility Provider.

Section 6.12. Remarketing Agent; Tender Agent.

(a) Remarketing Agent. Each Remarketing Agent appointed by the Issuer shall designate its Principal Office in the applicable Remarketing Agreement. The Remarketing Agent shall signify its acceptance of the duties and obligations imposed upon it under the Bond Resolution by a written instrument of acceptance (which may be the Remarketing Agreement) delivered to the Issuer, the Registrar and Paying Agent, the Tender Agent and the Liquidity Facility Provider, and in form and substance acceptable to the Bond Insurer, under which the Remarketing Agent shall agree, particularly, to keep such books and records as shall be consistent with prudent

industry practice and to make such books and records available for inspection by the Issuer, the Registrar and Paying Agent, the Tender Agent and the Liquidity Facility Provider at all reasonable times. Any such instrument or agreement may not be amended without consent of the Bond Insurer.

(b) Tender Agent. Each Tender Agent appointed by the Issuer shall designate its Principal Office for delivery of notices and delivery of Series 2005 Bonds in the Tender Agent Agreement and signify its acceptance of the duties and obligations imposed upon it under the Bond Resolution by a written instrument of acceptance (which may be the Tender Agent Agreement) delivered to the Issuer, the Registrar and Paying Agent, the Liquidity Facility Provider and the Remarketing Agent. By acceptance of its appointment under this Bond Resolution, the Tender Agent agrees:

(i) to hold all Series 2005 Bonds delivered to it pursuant to Section 6.08(a) as agent and bailee of, and in escrow for the benefit of, the respective Holders which have delivered such Series 2005 Bonds until money representing the purchase price of such Series 2005 Bonds shall have been delivered to or for the account of or to the order of such Holders;

(ii) to hold all Series 2005 Bonds registered in the name of the new Holders thereof which have been delivered to it by the Registrar and Paying Agent for delivery to the Remarketing Agent in accordance with the Tender Agent Agreement;

(iii) to hold Bank Bonds for the account of the Liquidity Facility Provider as stated in Section 6.08(b); and

(iv) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Registrar and Paying Agent, the Liquidity Facility Provider and the Remarketing Agent at all reasonable times.

Section 6.13. Qualifications of Remarketing Agent and Tender Agent; Resignation and Removal of Remarketing Agent and Tender Agent.

(a) Remarketing Agent. (i) Each Remarketing Agent must be acceptable to the Bond Insurer and shall be a member of the National Association of Securities Dealers, having a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Agreement and the Remarketing Agreement.

(ii) A Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving notice to the Issuer, the Deputy Registrar and Paying Agent, the Tender Agent, the Bond Insurer and the Liquidity Facility Provider. Such resignation shall take effect on the 30th day after the receipt by the Issuer of the notice of resignation. A Remarketing Agent may be removed at any time on 15 days prior written notice, by an instrument signed by the Issuer, approved by the Liquidity Facility Provider and the Bond Insurer and delivered to such Remarketing Agent, the Registrar and Paying Agent and the Tender Agent. The Remarketing Agent may be removed and replaced at the discretion of the

Bond Insurer. Notwithstanding the provisions of this paragraph, such resignation or removal shall not take effect prior to the date that a successor Remarketing Agent has been appointed by the Issuer and has accepted such appointment; provided, however, that if a successor Remarketing Agent has not been so appointed within 30 days of the notice of resignation of the Remarketing Agent, the Remarketing Agent may petition a court of competent jurisdiction to appoint a successor Remarketing Agent.

(iii) Notwithstanding the provisions of this Section 6.13(a)(ii), the Issuer may agree to other terms for resignation, removal or replacement of a Remarketing Agent in a Remarketing Agreement.

(b) Tender Agent. Each Tender Agent shall be a commercial bank with trust powers or a trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus and undivided profits of at least \$15,000,000 and authorized by law to perform all the duties imposed upon it by the Bond Resolution and the Tender Agent Agreement. A Tender Agent may at any time resign and be discharged of the duties and obligations created by the Bond Resolution and the Tender Agent Agreement by giving at least 60 days' notice to the Issuer, the Registrar and Paying Agent, the Bond Insurer, the Liquidity Facility Provider and the Remarketing Agent. A Tender Agent may be removed at any time by an instrument signed by the Issuer and filed with the Registrar and Paying Agent. However, such resignation or removal shall not take effect prior to the date that a successor Tender Agent has been appointed by the Issuer and has accepted such appointment, such appointment has been approved by the Liquidity Facility Provider, and the Liquidity Facility has been transferred, in accordance with its terms, to that successor.

Upon the effective date of resignation or removal of a Tender Agent, such Tender Agent shall deliver any Series 2005 Bonds and money held by it in such capacity to its successor.

Section 6.14. Purchase Fund.

Whenever Series 2005 Bonds bear interest during an Interest Period other than a Fixed Rate to their Maturity Date, there shall be established with and maintained by the Tender Agent a separate trust fund to be designated "Series 2005 Bond Purchase Fund" (the "Purchase Fund"). The Tender Agent shall further establish within the Purchase Fund a separate trust account to be referred to herein as a "Remarketing Account", a separate trust account to be referred to herein as a "Liquidity Facility Purchase Account", and a separate trust account to be referred to herein as an "Issuer Purchase Account".

(a) Remarketing Account. Upon receipt of the proceeds of a remarketing of Series 2005 Bonds on a Tender Date pursuant to Section 6.06, the Tender Agent shall deposit such proceeds in the Remarketing Account of the Purchase Fund for application to the Purchase Price of such Series 2005 Bonds in accordance with Section 6.06(b)(i) and, if the Tender Agent is not a paying agent with respect to such Series 2005 Bonds, shall transmit such proceeds to the Registrar and Paying Agent for such application. Only proceeds derived from the remarketing of Bonds shall be deposited into the Remarketing Account and such moneys shall not be commingled

with moneys derived from any other sources. Notwithstanding the foregoing, upon receipt of the proceeds of a remarketing of Bank Bonds, the Tender Agent shall immediately pay such proceeds to the Liquidity Facility Provider.

(b) Liquidity Facility Purchase Account. Upon receipt from the Liquidity Facility Provider of the immediately available funds transferred to the Tender Agent pursuant to Section 6.02 hereof, the Tender Agent shall deposit such money in the Liquidity Facility Purchase Account of the Purchase Fund for application to the Purchase Price of the Series 2006 Bonds required to be purchased on a Tender Date in accordance with Section 6.05(b)(ii) to the extent that the money on deposit in the Remarketing Account of the Purchase Fund shall not be sufficient. Only moneys received from the Liquidity Facility Provider pursuant to the Liquidity Facility shall be deposited into the Liquidity Facility Purchase Account and such moneys shall not be commingled with moneys derived from any other sources. Any amounts deposited in the Liquidity Facility Purchase Account and not needed with respect to any Purchase Date for the payment of the Purchase Price for any Series 2005 Bonds shall be immediately returned to the Liquidity Facility Provider.

(c) Issuer Purchase Account. Upon receipt from the Issuer of any funds for the purchase of tendered Series 2005 Bonds, the Tender Agent shall deposit such money, if any, in the Issuer Purchase Account of the Purchase Fund for application to the Purchase Price of the Series 2005 Bonds required to be purchased on a Tender Date in accordance with Section 6.06(b)(iii) to the extent that the money on deposit in the Remarketing Account and the Liquidity Facility Purchase Account of the Purchase Fund shall not be sufficient. Only moneys received from the Issuer shall be deposited into the Issuer Purchase Account and such moneys shall not be commingled with moneys derived from any other sources. Any amounts deposited in the Issuer Purchase Account and not needed with respect to any Purchase Date for the payment of the Purchase Price for any Series 2005 Bonds shall be immediately returned to the Issuer.

(d) The Tender Agent shall have no claim for set-off against or lien on the moneys on deposit in the Purchase Fund or any moneys held by it as Tender Agent for the Series 2005 Bonds and no right to payment from those moneys for any fees or expenses due it hereunder or under any similar agreement relating to any other Bonds issued under the Bond Resolution.

Section 6.15. Investment of Moneys in Purchase Fund.

All amounts held in the Purchase Fund by the Tender Agent shall be held uninvested and separate and apart from all other funds and accounts.

Section 6.16. Nonpresentment of Series 2005 Bonds.

In the event any Series 2005 Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Series 2005 Bonds shall have been deposited with the Registrar and Paying Agent for the benefit of the Holder thereof, all liability of the Issuer to the Holder thereof for the payment of such Series 2005 Bonds shall forthwith cease, determine and be completely

discharged, and thereupon it shall be the duty of the Registrar and Paying Agent to hold such funds, uninvested or invested in Federal Securities maturing overnight, but in any event without liability for interest thereon, for the benefit of the Holder of such Series 2005 Bonds which shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Bond Resolution with respect to such Series 2005 Bonds.

Any moneys so deposited with and held by the Registrar and Paying Agent not so applied to the payment of Series 2005 Bonds within two years after the date on which the same shall have become due shall be repaid by the Registrar and Paying Agent to the Issuer upon written direction of an Authorized City Representative, and thereafter Bondholders shall be entitled to look only to the Issuer for payment, and then to the extent of the amount so repaid, and all liability of the Registrar and Paying Agent with respect to such money shall thereupon cease, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.”

ARTICLE IV

AUTHORIZATION OF PURCHASE OF LIQUIDITY FACILITY; APPOINTMENT OF LIQUIDITY FACILITY PROVIDER; AUTHORIZATION FOR EXECUTION AND DELIVERY OF STANDBY BOND PURCHASE AGREEMENT

SECTION 4.01 LIQUIDITY FACILITY. The purchase of a Liquidity Facility is hereby authorized. The Liquidity Facility shall be a Standby Bond Purchase Agreement issued by Dexia Credit Local acting by and through its New York Branch (the “Liquidity Facility Provider”). The proper officials of the City are hereby authorized to execute and deliver the Standby Bond Purchase Agreement in substantially the form presented to this meeting and the Mayor, or his designee, and the City Clerk, or her designee, are hereby authorized to execute and deliver the final form of the Liquidity Facility Documents, subject to the approval of the Standby Bond Purchase Agreement by Bond Counsel, the execution of said Standby Bond Purchase Agreement by the Mayor, or his designee, and the City Clerk, or her designee, being conclusive evidence of such approval. To the extent that the terms of the Standby Bond Purchase Agreement conflict with the provisions set forth in the Resolution regarding the remarketing and the optional and mandatory tenders of the Bonds, the provisions of the Standby Bond Purchase Agreement shall govern.

ARTICLE V

**APPOINTMENT OF TENDER AGENT; AUTHORIZATION
FOR EXECUTION AND DELIVERY OF TENDER AGENT AGREEMENT**

SECTION 5.01 TENDER AGENT. The Bank of New York Mellon Trust Company, N.A., is hereby appointed as Tender Agent for the Bonds. The Tender Agent Agreement in substantially the form presented to this meeting is hereby approved and the Mayor, or his designee, and the Clerk, or her designee, are hereby authorized to execute and deliver the final form of the Tender Agent Agreement, subject to the approval of Bond Counsel, the execution and delivery of said Tender Agreement by the Mayor, or his designee, and the City Clerk, or her designee, being conclusive evidence of such approval.

ARTICLE VI

**APPOINTMENT OF REMARKETING AGENT;
AUTHORIZATION OF EXECUTION AND DELIVERY OF
REMARKETING AGREEMENT**

SECTION 6.01 REMARKETING AGENT FOR THE BONDS. Morgan Keegan & Company, Inc., Winter Park, Florida, is hereby appointed as Remarketing Agent for the Bonds. The Remarketing Agreement in substantially the form presented to this meeting is hereby approved and the Mayor, or his designee, and the City Clerk, or her designee, is hereby authorized to execute and deliver the final form of the Remarketing Agreement, subject to the approval of Bond Counsel, the execution and delivery of said Remarketing Agreement by the Mayor, or his designee, and the City Clerk, or her designee, being conclusive evidence of such approval.

ARTICLE VII

REOFFERING MEMORANDUM

SECTION 7.01 REOFFERING MEMORANDUM. The preparation and delivery of a Reoffering Memorandum in order to facilitate the Mode Change and the remarketing of the Bonds is hereby authorized.

ARTICLE VIII

RESCISSION OF RESOLUTION NO. 1992-08 AND RESOLUTION NO. 2001-08

SECTION 8.01 RESCISSION. Resolution No. 1992-08 adopted on April 28, 2008, and Resolution No. 2001-08, adopted on June 9, 2008, are hereby rescinded.

ARTICLE IX

SEVERABILITY, GENERAL AUTHORITY AND EFFECTIVE DATE

SECTION 9.01 SEVERABILITY. If any one or more provisions of this amending resolution are declared void by a court of competent jurisdiction, the remaining provisions shall continue to be in full force and effect.

SECTION 9.02 GENERAL AUTHORITY. The Mayor, City Manager, Assistant City Manager, City Attorney and Finance Director of the Issuer and Bond Counsel, or any of them, are hereby authorized, in connection with the change in interest rate mode of the Series 2005 Bonds and the transactions specified in this Resolution, the Remarketing Agreement, the Liquidity Facility Documents, and the Tender Agent Agreement (together with Resolution No. 1898-05, duly adopted on May 9, 2005, collectively, the "Bond Documents"), to do all things and to take any and all actions on behalf of the Issuer without further action by the Commission; to execute, attest and deliver the Bond Documents and to finalize and close the transactions specified in all such agreements or arrangements (including any amendments or modifications thereof), including, without limitation, the execution and delivery of a bond terms agreement, if necessary, to refine, amend or supplement the Bond Documents, deemed appropriate by any of such officers, and the making of any appropriate statements, representations, certifications and confirmations on behalf of the Issuer, and in their respective capacities as officers thereof, necessary, appropriate or convenient to effectuate and expedite the change in interest rate mode of the Series 2005 Bonds, the consummation of the transactions specified by the Bond Documents, and any and all of the covenants, agreements and conditions of the Issuer; the approval of the Issuer and all corporate power and authority for such actions to be conclusively evidenced by the execution and delivery thereof by any of such officers.

SECTION 9.03 EFFECTIVE DATE. This resolution shall take effect immediately upon its passage.

ADOPTED after reading by title at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, Florida, on this 14th day of July, 2008.

(SEAL)

CITY OF WINTER PARK, FLORIDA

By 

Mayor David C. Strong

ATTESTED:



City Clerk Cynthia Bonham