# MEMORANDUM

B/F
Agenda Item No. 3(D)

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members, Board of County Commissioners

**DATE:** June 17, 2004

**FROM:** George M. Burgess
County Manager

**SUBJECT:** Resolution Approving Loan from Sunshine State Governmental Financing Commission in an Amount not to exceed $100 Million for the Miami-Dade Transit Department

## RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached Resolution approving a loan from the Sunshine State Governmental Financing Commission (Sunshine Commission) in the aggregate principal amount of not to exceed $100 Million (Transit Loan) and the form of the Loan Agreement attached as Exhibit "A". The Transit Loan is being entered into for the purpose of paying or reimbursing the County for the cost of acquiring certain capital equipment, including buses, for the Miami-Dade Transit Department (Transit).

The Resolution delegates to the Finance Director the authority to take all action, including finalizing the loan documents and designates the projects to be financed with the loan proceeds.

## BACKGROUND

Pursuant to Section 163, Part 1, Florida Statutes, the Sunshine Commission is a legal entity created through inter-local agreements between various municipalities and counties (Governmental Units) including Miami-Dade County. The purpose of the Sunshine Commission is to enable participating Governmental Units to benefit from the economies of larger scale financing, which may otherwise be unrealized if Governmental Units sought financing separately. The Sunshine Commission provides a funding mechanism that is currently utilized by many Governmental Units for the acquisition of property, equipment, other capital needs and refunding of higher interest rate debt. The County has previously accessed Sunshine Commission loans to the benefit of various County departments.

The Board has previously enacted an ordinance (Ordinance) authorizing loans, from time to time, by the County, as the Governmental Unit, from the Sunshine Commission in an aggregate amount not to exceed $120 Million for the purposes of paying, or reimbursing the County for, the cost of (i) acquiring certain capital equipment for Transit; and (ii) constructing certain capital infrastructure improvements for the Naranja Lakes Community

Redevelopment Agency (Naranja Lakes CRA). The Ordinance requires that the Board, by separate loan resolutions, approve the details of each loan, as well as the related loan documents and specific projects to be financed. Additionally, the Ordinance provides for the Transit Loans to be secured by a subordinate pledge of the one half cent sales tax dedicated to transportation, and the Infrastructure Loans to be secured by the County's covenant to budget and appropriations from non-ad Valorem County revenues.

The accompanying Resolution is one of such loan resolutions authorizing the Transit Loan in an aggregate amount not to exceed $100 Million pursuant to the terms of the Loan Agreement, which is approved in substantially the form attached as Exhibit "A." The purpose of this Transit Loan is outlined in detail on Exhibit "B" to this Resolution and includes the acquisition of over 180 buses, with life expectancy of 12 years and other transit related capital projects programmed as part of the Fiscal Year 2003-2004 Proposed Budget.

This Resolution delegates to the Finance Director the authority to take all action necessary, including finalizing such documents and other necessary documents, in connection with the Transit Loan, which shall bear interest at a true interest cost to be determined by the Finance Director but in no event in excess of five percent (5%) per annum. The Finance Director is also authorized to approve such terms and provisions of the Transit Loan and execute the Loan Agreement if the described conditions are satisfied after consultation with the Office of the County Attorney. The Transit Loan will be secured by a subordinate pledge of the one half cent sales tax dedicated to transportation.

It is anticipated that the Transit Loan will be closed July-August, 2004.

Cori Brody

Assistant County Manager

# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: July 13, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

**Please note any items checked.**

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING LOAN IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $100,000,000 FROM SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION FOR PURPOSE OF PAYING OR REIMBURSING COST OF PURCHASING CERTAIN CAPITAL ASSETS FOR TRANSIT DEPARTMENT; AUTHORIZING FINANCE DIRECTOR TO APPROVE FINAL DETAILS OF LOAN WITHIN CERTAIN PARAMETERS; APPROVING FORM AND EXECUTION AND DELIVERY OF RELATED LOAN AGREEMENT; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH SUCH LOAN

WHEREAS, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") previously enacted an ordinance (the "Ordinance") which authorized loans, from time to time, by Miami-Dade County, Florida (the "County") from the Sunshine State Governmental Financing Commission (the "Sunshine Commission") in an aggregate amount not to exceed $120 million for the purchase of certain assets for the Transit Department and to pay the cost of certain infrastructure development for the Naranja Lakes Community Redevelopment Agency; and

WHEREAS, the Ordinance requires that this Board by resolution approve the details of each loan as well as the related loan documents and specific projects to be financed; and

WHEREAS, the Board wishes to: (i) approve a loan in the aggregate principal amount not to exceed $100,000,000 (the "Loan") and the form of the Loan Agreement; (ii) delegate to the Finance Director, as County Manager's designee (the "Finance Director"), the authority to take all action, including finalizing such documents and other necessary documents, in connection with the Loan; and (iii) designate the projects to be financed; and

WHEREAS, the Loan, as provided in the Ordinance, shall be secured by a subordinate pledge of the one half cent sales tax dedicated to transportation; and

WHEREAS, the Board wishes to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that

Section 1. The preceding recitals are incorporated in the body of this Resolution by reference.

Section 2. The Board approves the Loan in an aggregate principal amount not to exceed $100,000,000 pursuant to the terms of the Loan Agreement, which is approved in substantially the form attached as Exhibit "A".

Section 3. The Board approves the purchase of, or the reimbursement for the cost of, the capital assets described on Exhibit "B" for the Transit Department from the proceeds of the Loan.

Section 4. The Loan shall bear interest and shall be payable according to the terms of the Loan Agreement. The Loan shall bear interest at a true interest cost to be determined by the Finance Director but in no event in excess of five percent (5%) per annum. The redemption provisions relating to such Loan shall be provided in the Loan Agreement. The Finance Director is authorized to approve such terms and provisions of the Loan and to execute the Loan Agreement if the previously described conditions are satisfied after consultation with the County Attorney's Office.

Section 5. The Loan shall be secured in the manner described in the Loan Agreement, which includes a subordinate pledge of the one half cent sales tax dedicated to transportation.

Nothing in this Resolution or in the Loan Agreement shall be construed to obligate the County to levy and collect any ad valorem taxes to the payment of the obligations under this Resolution or the Loan Agreement. The obligations of the County under the Loan Agreement do not constitute a general indebtedness of the County within the meaning of any constitutional or statutory provision or limitation and no person may compel the County to levy ad valorem taxes for the payment of its obligations pursuant to the Loan Agreement.

Section 6. In accordance with Section 218.385, Florida Statutes, the Board determines that the negotiation of the Loan is in the best interest of the County and approves the negotiations with the Sunshine Commission. Negotiation of the Loan will allow the County to access markets not otherwise available to it at the total costs and rates favorable to the County.

Section 7. The Mayor, County Manager, Finance Director, Clerk or any other appropriate officers of the County are authorized and directed to execute any and all certificates or other instruments or documents (including a Continuing Disclosure Agreement) required by this Resolution, the Loan Agreement or any other document required by the Sunshine Commission as a prerequisite or precondition to making the Loan, and any such representation made therein shall be deemed to made on behalf of the County after consultation with the County Attorney's office. All action taken to date by the officers of the County in furtherance of the making of the Loan is approved, confirmed and ratified.

Section 8. All resolutions or their parts of the Board in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

Section 9. The provisions of Resolution No. R-377-04 pertaining to the effective date of County contracts is waived with respect to the Loan Agreement and any other agreements the County enters into with respect to the Loan.

The foregoing Resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

| | |
|---|---|
| Bruno A. Barreiro | Jose "Pepe" Diaz |
| Betty T. Ferguson | Sally A. Heyman |
| Joe A. Martinez | Jimmy L. Morales |
| Dennis C. Moss | Dorrin D. Rolle |
| Natacha Seijas | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of July, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.

Gerald T. Heffernan

By:_____
Deputy Clerk

BMO Draft #2
5/27/04

# LOAN AGREEMENT

By and Between

SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION

and

MIAMI-DADE COUNTY, FLORIDA

$_____
SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION
TAX-EXEMPT COMMERCIAL PAPER REVENUE NOTES
(GOVERNMENTAL FINANCING PROGRAM)

This Instrument Prepared By:

Bryant Miller & Olive P.A.
201 South Monroe Street, Suite 500
Tallahassee, Florida 32301

**EXHIBIT "A"**

LOAN AGREEMENT

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LOAN AGREEMENT

This Loan Agreement (the "Agreement" or the "Loan Agreement") dated as of _____, 2004 and entered into between the SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION (the "Commission"), a public body corporate and politic created pursuant to that certain interlocal agreement by and among various governmental units executing it from time to time and MIAMI-DADE COUNTY, FLORIDA (the "Governmental Unit"), a political subdivision of the State of Florida.

W I T N E S S E T H:

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

WHEREAS, the Commission is a public body corporate and politic duly created, organized and existing under and by virtue of the Interlocal Agreement, as hereinafter defined, such Interlocal Agreement constituting an interlocal agreement in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

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

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

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

WHEREAS, the Governmental Unit desires to borrow $_____ from the Commission to finance Projects; and

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

WHEREAS, the Commission and the Governmental Unit have determined that the lending of funds by the Commission to the Governmental Unit pursuant to the terms of this Agreement and that certain Third Amended and Restated Trust Indenture dated as of October 1, 2000, between the

Commission and the Trustee (as defined herein), including any amendments and supplements thereto (the "Indenture"), will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Governmental Unit, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs in the State; and

WHEREAS, neither the Governmental Unit nor the State or any political subdivision thereof (other than the Governmental Units to the extent of their obligations under their respective Agreements and except for the Commission to the extent provided in the Indenture), shall in any way be obligated to pay the principal of, premium, if any, or interest on those certain revenue obligations of the Commission designated "Sunshine State Governmental Financing Commission Commercial Paper Revenue Notes (Governmental Financing Program)" (the "Notes") as the same shall become due, and the issuance of the Notes shall not directly, indirectly or contingently obligate the Governmental Unit, the State or any political subdivision thereof to levy or pledge any form of ad valorem taxation for their payment but shall be payable solely from the funds and revenues payable pursuant to this Agreement and other moneys as provided in the Indenture.

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

[Remainder of page intentionally left blank.]

ARTICLE I

DEFINITIONS

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other words and terms not otherwise defined herein which are defined in the Indenture, as hereinafter defined, shall have the meanings as therein defined.

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

"Accounts" mean the accounts created pursuant to Section 3.02 of the Indenture.

"Act" means, collectively, to the extent applicable, Chapter 159, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 125, Part I, Florida Statutes, each as amended, and all other applicable provisions of law.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by the Governmental Unit or the Commission under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

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

"Alternate Credit Facility" means an alternate credit facility securing this Loan provided pursuant to Section 4.01 of the Indenture.

"Authorized Representative" means, when used pertaining to the Commission, the Chairman of the Commission and such other designated members, agent or representative as may hereafter be selected by resolution of the Commission and, when used with reference to a Governmental Unit means the Person or Persons performing the functions of the Mayor or Director of Financial Services thereof and when used with reference to the Insurer shall mean any officer and, when used with reference to an act or document, also means any Person authorized by resolution to perform such act or sign such document.

"Basic Payments" shall have the same meaning as set forth in the third sentence of the first paragraph of Section 5.01 hereof.

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

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which commercial banks in the City of New York, New York, or the city in which either the principal

corporate trust offices of the Trustee or the Issuing and Paying Agent or the offices of the Dealer or the Liquidity Provider are located, are authorized or obligated by law or executive order to be closed.

"City" or "Cities" shall mean municipal corporations created under the laws of the State of Florida which are participating in the Program.

"City Commission" means the governing body of the Governmental Unit.

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

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed thereunder. All references herein to the "Code" shall, to the extent applicable, include the successor provisions of any federal income tax law relating specifically to the exemption from federal income taxes of interest on obligations of governmental units.

"Commencement Date" means the date when the term of this Agreement begins and the obligation of the Governmental Unit to make Loan Payments begins to accrue.

"Commission" means the Sunshine State Governmental Financing Commission.

"County" or "Counties" shall mean those political subdivisions of the State of Florida participating in the Program.

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

"Credit Facility" means the bond insurance policy or surety bond issued by the Insurer providing for payment of Basic Payments when due under this Loan Agreement. The term shall also include any Alternate Credit Facility.

"Designated Funds" means the fund or funds listed on Exhibit E attached hereto.

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

"Existing Debt" means those obligations, if any, of the Governmental Unit described in Exhibit A hereto, which obligations are to be paid or retired with the proceeds of the Loan.

"Expiration Date" means the date specified in the Liquidity Facility as the expiration date thereof.

"Fiscal Year" means the fiscal year of the Governmental Unit.

"Funds" mean the funds created pursuant to the Indenture.

"Governmental Unit" or "Borrower" means the entity which is designated in the first paragraph and on the cover page of this Loan Agreement and which is borrowing and using the Loan proceeds to finance, refinance or be reimbursed for, all or a portion of the costs of one or more Projects.

"Governmental Units" mean the Governmental Unit and the other entities which have received loans from the Commission made from the proceeds of the Notes.

"Indenture" means the Third Amended and Restated Trust Indenture dated as of October 1, 2000, between the Commission and the Trustee, including any amendments and supplements thereto.

"Initial Excess Interest Amount" shall have the meaning ascribed thereto in Section 5.01 hereof.

"Insurer" means Ambac Assurance Corporation, and any successors thereof, including any entity which issues an Alternate Credit Facility.

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

"Interlocal Agreement" means that certain Second Amended and Restated Interlocal Agreement creating the Commission among the various Governmental Units executing it from time to time.

"Liquidity Event" means the date of purchase of Notes by the Liquidity Provider pursuant to the Liquidity Facility.

"Liquidity Facility" means the _____ dated as of October 1, 2000 between the Commission and the Liquidity Provider, and any Alternate Liquidity Facility; and "Liquidity Facilities" means all Liquidity Facilities (as defined in the Indenture) with respect to all Notes.

"Liquidity Provider" means _____, and any successor thereto; and "Liquidity Providers" means all Liquidity Providers (as defined in the Indenture) with respect to all Notes.

"Loan" means the loan to the Governmental Unit from Note proceeds to finance, refinance or reimburse the cost of a Project or Projects pursuant to this Loan Agreement.

"Loan Agreement" or "Agreement" means this Loan Agreement between the Commission and the Governmental Unit, including the Exhibits attached hereto (the terms and provisions of which are incorporated by reference as if fully set forth at length), and any amendments, changes and modifications thereto.

"Loan Payment Date" means the fifteenth calendar day of the month or if such day is not a Business Day, the next succeeding Business Day.

"Loan Payment Period" means a period beginning on the first day of a month and ending on and including the last day of such month.

"Loan Payments" mean the Basic Payments, the Additional Payments and other amounts payable by the Governmental Unit pursuant to the provisions of this Loan Agreement.

"Loan Rate" shall have the meaning ascribed to that term in Section 5.01 hereof.

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

"Maximum Rate" means the lesser of (i) 15% per annum or (ii) the maximum rate of interest on the relevant obligation permitted by applicable law.

"Municipality" or "Municipalities" means a duly constituted municipality in the State.

"Noteholder" or "Holder" or "Holder of Notes" or "Owner" or "holder" means the registered Owner of any Note.

"Notes" means, collectively, the Taxable Notes, Tax-Exempt AMT Notes and Tax-Exempt Notes designated as the Sunshine State Governmental Financing Commission Commercial Paper Revenue Notes (Governmental Financing Program) issued from time to time in one or more series pursuant to the Indenture and the Issuing and Paying Agency Agreement.

"Optional Prepayment Price" means the amount which the Governmental Unit may, in its discretion, pay the Trustee in order to prepay the Loan in full, which amount shall be equal to (i) the amount of any past-due or currently due Loan Payments together with interest on such past-due Loan Payments to the date of such payment in full at the rate or rates provided in this Loan Agreement; (ii) the unpaid accrued interest at the current Loan Rate on the outstanding principal amount of the Loan since the end of the previous Loan Payment Period to the latest date on which such payment will be applied to the payment of Notes on the maturity dates thereof; (iii) the unpaid principal of the Loan; (iv) any amounts owed by such Governmental Unit pursuant to the provisions of Section 5.02(a)hereof; and (v) any other amounts owing to the Commission under this Loan Agreement, including without limitation, Section 5.03 hereof.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Pledged Revenues" means the Charter County Transit Surtax pursuant to Section 212.055(1)(d), Florida Statutes and authorized by Ordinance No. 02-116 enacted on July 9, 2002 by the Governmental Unit.

"Program" means the program of the Issuer created and structured pursuant to the Indenture and the Loan Agreements to finance, refinance or reimburse the costs of qualified Projects with the proceeds of Notes.

"Project" or "Projects" means a "Capital Project" with the meaning of Section 163.01(7)d, Florida Statutes with a useful life of not less than five (5) years approved by the governing body of a Governmental Unit for a public purpose, including, but not limited to, the refunding of any bonded indebtedness.

"Proportionate Share" means as of the date of calculation, the outstanding principal amount of the Loan made under this Agreement divided by the outstanding principal amount of all Loans (as defined in the Indenture) made under all Loan Agreements (as defined in the Indenture).

"Public Agency" shall mean a public agency as defined in Section 163.01, Florida Statutes.

"State" means the State of Florida.

"Tax Regulatory Agreement" shall mean the Tax Regulatory Agreement dated as of _____, 2004, among the Commission, the Trustee and the Governmental Unit.

"Trustee" means Deutsche Bank Trust Company Americas, as Trustee, or any successor thereto under the Indenture.

## ARTICLE II

## REPRESENTATIONS, WARRANTIES AND COVENANTS OF GOVERNMENTAL UNIT

SECTION 2.01. REPRESENTATIONS AND WARRANTIES. The Governmental Unit makes the following representations and warranties for the benefit of the Commission, the Trustee, the Noteholders, the Liquidity Providers and the Insurer:

(a) ORGANIZATION AND AUTHORITY. The Governmental Unit:

(1) is located in the State and is a political subdivision of the State; and

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

(b) FULL DISCLOSURE. There is no fact known to the Governmental Unit which the Governmental Unit has not specifically disclosed in writing to the Commission, the Insurer and the Liquidity Provider which materially affects adversely or is likely to materially affect adversely the financial condition of the Governmental Unit, in a manner that will materially adversely affect its ability to make the payments under this Agreement when and as the same become due and payable.

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

(c) PENDING LITIGATION. There are no proceedings pending, or to the knowledge of the Governmental Unit threatened, against or affecting the Governmental Unit, except as specifically described in writing to the Commission, the Insurer and the Liquidity Provider, in any court or before any governmental authority or arbitration board or tribunal (i) with respect to any of the transactions contemplated hereby or (ii) that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Governmental Unit in a manner that will materially adversely affect the ability of the Governmental Unit to make the payments under this Agreement when and as the same become due and payable or would materially and adversely affect the existence or powers or ability of the Governmental Unit to enter into and perform its obligations under this Agreement.

(d) BORROWING LEGAL AND AUTHORIZED. The execution and delivery of this Agreement and the consummation of the transactions provided for in this Agreement and compliance by the Governmental Unit with the provisions of this Agreement:

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

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

(e) NO DEFAULTS. No event has occurred and no condition exists that constitutes an Event of Default, or which, upon the execution and delivery of this Agreement and/or the passage of time or giving of notice or both, would constitute an Event of Default. The Governmental Unit is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been, in writing, specifically consented to by the Commission, the Insurer and the Liquidity Provider and (ii) do not, and will not, have any material adverse effect on the ability of the Governmental Unit to perform its obligations hereunder) of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound. Furthermore, except with respect to actions taken by the Commission or the other Governmental Units as to which no representation or warranties are made by the Governmental Units, no event has occurred and no condition exists, to the best of the knowledge of the Governmental Unit, which would adversely affect in any manner, either directly or indirectly, the exclusion from gross income for federal tax purposes of interest on the Notes (other than Taxable Notes).

(f) GOVERNMENTAL CONSENT. The Governmental Unit has obtained, or will obtain all permits, approvals and findings of nonreviewability required by any governmental body or officer for the acquisition and/or installation of the Projects described on Exhibit A hereto, including construction and renovation work, the financing or refinancing thereof or the reimbursement of the Governmental Unit therefor, or the use of such Projects, and the Governmental Unit will obtain all other such permits, approvals and findings as may be necessary for the foregoing and for the Loan and the proper application of the proceeds thereof; the Governmental Unit has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any

agency or other governmental body or officer in connection with the acquisition or installation of such Projects, including construction and renovation work necessary for such installation, financing or refinancing thereof or reimbursement of the Governmental Unit therefor; and any such acquisition, construction, installation, financing, refinancing or reimbursement contemplated in this Loan Agreement is consistent with, and does not violate or conflict with, the terms of any such agency or other governmental consent, order or other action which is applicable thereto. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Governmental Unit as a condition to the execution, delivery and performance by the Governmental Unit of this Loan Agreement.

(g) COMPLIANCE WITH LAW. The Governmental Unit is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to the execution of this Loan Agreement and the performance by the Governmental Unit of its obligations hereunder, except as has been specifically disclosed in writing to the Commission, the Insurer and the Liquidity Provider.

(h) USE OF PROCEEDS.

(1) The Governmental Unit will apply the proceeds of the Loan solely for the financing, refinancing or reimbursing of itself for the cost of those Projects as set forth in Exhibit A hereto. T he Governmental Unit may modify or amend Exhibit A, without the consent of the Commission, to provide for the financing, refinancing or reimbursement of the cost of a different or additional Project if the Governmental Unit, after the date hereof, deems it to not be in the interest of the Governmental Unit to acquire or construct any item of such Project from the proceeds of the Loan or the cost of the Projects described in Exhibit A hereto proves to be less than the amounts listed on Exhibit A hereto. If the Notes issued to fund the Loan are Tax-Exempt Notes, no such amendment will be made unless and until the Governmental Unit shall have given written notice thereof to the Insurer and shall have received an opinion of Bond Counsel that such change or modification will not adversely affect the exclusion from gross income for Federal income tax purposes of interest on the Tax-Exempt Notes.

(2) Items of cost of the Projects which may be financed, refinanced or reimbursed by the Loan include all or any reasonable or necessary direct or indirect costs of or incidental to the acquisition, construction or installation of such Projects, including the incidental costs of placing the same in use and financing expenses but not operating expenses. In addition, in the case of refinancings, accrued interest and any prepayment penalty on the obligation to be refinanced may be included.

(i) NOTICE FROM IRS. The Governmental Unit has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Governmental Unit is an issuer of obligations whose arbitrage certifications may not be relied upon.

(j) PROJECT. All items constituting the Project described on Exhibit A hereto are as such term is defined in the Act.

(k) COMPLIANCE WITH INTERLOCAL REQUIREMENTS AND INTERLOCAL AGREEMENT. All agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Interlocal Agreement and the Interlocal Act.

(l) ENFORCEABILITY. This Agreement constitutes a legal, valid and binding obligation of the Governmental Unit enforceable against the Governmental Unit in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting enforceability of creditors' rights generally and to the application of equitable principles if equitable remedies are sought.

(m) ADDITIONAL COVENANTS. At least one hundred and eighty days prior (or as soon as practicable thereafter) to the date that all outstanding amounts of the Loan are due and payable under this Agreement, as described below (the "Final Payment Date"), the Governmental Unit agrees to provide the Trustee and the Insurer with a report of its authorized officer indicating (i) the amounts, other than amounts obtained by incurrence of indebtedness, that will be available for payment of the Loan on the Final Payment Date, and (ii) if such amounts available are insufficient, a plan for obtaining financing for any deficiency. The Final Payment Date with respect to this Loan shall be the last date on which the Governmental Unit is required to make a scheduled Loan Payment hereunder. If financing is so required, arrangements for such financing reasonably satisfactory to the Insurer shall be made by a date no later than 60 days prior to the Final Payment Date. If, for any reason, such arrangements are not made, the Insurer shall have the right, to the extent permitted by law, to direct the Governmental Unit to refinance its obligations through any legally available means, including refinancing through issuance of fixed rate refunding bonds of the Commission payable from a loan agreement of the Governmental Unit on parity herewith and in accordance with the Forward Commitment of the Insurer to the Commission dated September 26, 2002. The Governmental Unit and the Commission agree to fully cooperate and use their best efforts to accomplish any such refinancing.

(n) TAX REGULATORY AGREEMENT; TAX COVENANTS. The Governmental Unit agrees to comply with all provisions of the Tax Regulatory Agreement, including the obligations contained therein to make all required rebate payments to the United States of America. The Governmental Unit agrees that it will not knowingly take any affirmative action or omit to take any action, which action will adversely affect the exclusion from gross income of interest on the Notes or amounts paid under this Loan Agreement for federal income tax purposes and in the event any such action or omission is discovered by the Governmental Unit or shall be brought to its attention, the Governmental Unit shall, at its sole expense and promptly upon having any such action brought to its attention, take such reasonable actions as may rescind or otherwise negate or cure such action or omission. In furtherance of this covenant, the Governmental Unit, the Commission and the Trustee have entered into the Tax Regulatory Agreement and the representations, warranties and covenants of the Governmental Unit contained therein are hereby incorporated by reference herein.

SECTION 2.02. COVENANTS OF GOVERNMENTAL UNIT. The Governmental Unit makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) SECURITY FOR LOAN REPAYMENT. The Governmental Unit hereby pledges the Pledged Revenues, and agrees to pay when due directly to the Trustee for deposit into the appropriate Fund or Account created in the Indenture, sufficient amounts of Pledged Revenues sufficient to satisfy the obligation of the Governmental Unit to make Loan Payments as required under this Loan Agreement.

(b) LIENS. The Governmental Unit will not create, incur or suffer to exist any lien, charge or encumbrance on the Pledged Revenues, except as permitted hereunder in Exhibit E.

(c) INFORMATION. The chief financial officer of the Governmental Unit shall, at the reasonable request of the Insurer or the Liquidity Provider, discuss the Governmental Unit's financial matters with the Insurer or the Liquidity Provider or its respective designee and provide the Insurer, the Liquidity Provider and the Commission with copies of any documents reasonably requested by the Insurer or the Liquidity Provider or its designee.

(d) EXPENSES. In addition to the payment of obligations otherwise provided for in this Loan Agreement, the Governmental Unit will, upon demand by the Commission, pay all claims for all reasonable costs and expenses whatsoever that the Commission may incur incident to the preparation, execution and delivery of this Loan Agreement, including, but not limited to:

(1) the cost of reproducing this Loan Agreement and other related documents;

(2) the reasonable fees and disbursements of counsel utilized by the Commission, the Insurer, the Liquidity Providers and Bond Counsel;

(3) all other reasonable fees and out-of-pocket expenses of the Trustee (including the reasonable fees and disbursements of counsel retained by the Trustee), the Insurer, the Liquidity Provider, the Issuing and Paying Agent, the Dealer and the Commission in connection with the Loan and the enforcement thereof; and

(4) any taxes in connection with the execution and delivery of this Loan Agreement and any recording and filing fees or stamp taxes relating to the pledge and assignment of the Commission's right, title and interest in and to this Loan Agreement, pursuant to the Indenture and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The provisions of this paragraph (d) shall survive the termination of this Loan Agreement and the payment in full of the obligations of the Governmental Unit hereunder.

(e) INDEMNITY. To the full extent permitted under the laws of the State, the Governmental Unit will pay, and will protect, indemnify, save and hold harmless, the Commission, the Insurer, the Liquidity Provider, the Dealer, the Issuing and Paying Agent, the Trustee, each member, officer, commissioner, employee and agent of any of the Commission, the Insurer, the Liquidity Provider, the Dealer, the Issuing and Paying Agent, the Trustee and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of the Commission, the Insurer, the Liquidity Provider, the Dealer, the Issuing and Paying Agent and the Trustee, harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any person or any damage to property resulting from the use or operation of any Project) in any manner arising out of any act or failure to act of the Governmental Unit, its successors and assigns, or the agents, contractors, employees, licensees or otherwise of the Governmental Unit or its successors and assigns in connection with, the Projects financed with the proceeds of the Loan, this Loan Agreement, the Indenture or the breach or violation of any agreement, covenant, representation or warranty of the Governmental Unit set forth in this Loan Agreement, the Indenture or any document delivered pursuant hereto or thereto or in connection herewith or therewith. Such indemnification shall not apply to any actions caused by the negligence or willful misconduct of the party seeking such indemnification.

Such indemnity shall not be restricted in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts or any other similar laws but may be limited by State law relating to the ability of Governmental Units to indemnify parties for the actions of such Governmental Units, including but not limited to Section 768.28, Florida Statutes.

An indemnified person shall promptly notify the Governmental Unit in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Governmental Unit, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Governmental Unit will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Governmental Unit unless such employment has been specifically authorized by the Governmental Unit or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Governmental Unit. If the Governmental Unit shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action, to retain counsel reasonably satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Governmental Unit.

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

(f) AMOUNTS OWING TO INSURER. The Governmental Unit agrees to the fullest extent permitted under the laws of the State, to pay on demand all amounts owed by it to the Insurer with respect to the Credit Facility. The provisions of this subparagraph (f) shall survive the termination of this Loan Agreement and the payment in full of the obligations of the Governmental Unit hereunder. The Insurer shall, to the extent it makes payment of a Basic Payment, become subrogated to the rights of the Commission and the Trustee in accordance with the terms and conditions of the Credit Facility.

(g) AMOUNTS OWING UNDER LIQUIDITY FACILITY. The Governmental Unit agrees to the fullest extent permitted under the laws of the State, to pay to the Trustee on demand its Proportionate Share of all amounts owed by the Commission under the Liquidity Facilities with respect to the obligations of the Commission under the Liquidity Facilities to indemnify the Liquidity Providers, to compensate the Liquidity Providers for increased costs, capital adequacy changes and/or taxes and to pay other amounts to the Liquidity Providers (other than principal and interest, if any, on Notes purchased by the Liquidity Provider). The provisions of this subparagraph (g) shall survive the termination of this Loan Agreement and the payment in full of the obligations of the Governmental Unit hereunder.

(h) SPECIAL COVENANTS AND FINANCIAL RATIOS. The Governmental Unit shall comply with all special covenants and financial ratios set forth in Exhibit E hereto, at the times and upon the conditions as more fully described in Exhibit E hereto, the terms and provisions of which are incorporated by reference as if fully set forth at length.

(i) FURTHER ASSURANCE. The Governmental Unit shall execute and deliver to the Commission, the Insurer, the Liquidity Provider and the Trustee all such documents and instruments and do all such other acts and things as may be reasonably necessary or required by the Commission, the Insurer, the Liquidity Provider, and the Trustee to enable each of them to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by any of them to validate, preserve and protect its position under this Loan Agreement.

(j) KEEPING OF RECORDS AND BOOKS OF ACCOUNT. The Governmental Unit shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Governmental Unit's independent auditors) reflecting all of its financial transactions.

(k) PAYMENT OF TAXES, ETC. The Governmental Unit shall pay all taxes, assessments, and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not

be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(l) COMPLIANCE WITH LAWS, ETC. The Governmental Unit shall comply with the requirements of all applicable laws, including the Act, the terms of all grants, rules, regulations and orders of any governmental authority and the terms of this Agreement and the Interlocal Agreement, non-compliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit in a manner which would materially adversely affect its ability to make the payments under this Agreement when and as the same become due and payable, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(m) INFORMATION REPORTS. The Governmental Unit covenants to provide the Commission with all material and information necessary to enable the Commission to file all reports required under the Code (including, if required, Form 8038-G) to assure that interest paid by the Commission on the Tax-Exempt Notes shall, for purposes of the federal income tax, be excluded from gross income for federal income tax purposes.

(n) LIMITED OBLIGATIONS. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Governmental Unit hereunder shall be payable only from Pledged Revenues and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets owned by the Governmental Unit and no Person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Governmental Unit. The obligations hereunder do not constitute general indebtedness of the Governmental Unit within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Trustee, the Commission, the Insurer, the Liquidity Providers or the Owners shall have the right to compel the exercise of the ad valorem taxing power of the Governmental Unit or taxation of any real or personal property therein for the payment by the Governmental Units of its obligations hereunder. It is the intent of the parties hereto, and they do hereby covenant and agree, that the liability of the Governmental Unit hereunder is a several liability of the Governmental Unit expressly limited to the Loan Payments and the Governmental Unit shall have no joint liability with any other Governmental Units or the Commission for any of their respective liabilities, except to the extent expressly provided hereunder.

(o) LITIGATION. The Governmental Unit covenants to provide to the Commission, the Insurer and the Liquidity Provider notice as soon as is reasonably possible of any litigation pending, or to the knowledge of the Governmental Unit threatened, against or affecting the Governmental Unit, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Governmental Unit in a manner which would adversely affect its ability to make the payments under this Agreement when and as the same become due and payable, or the existence or powers or ability of the Governmental Unit to perform its duties and obligations hereunder.

(p) REPORTS. The Governmental Unit covenants to provide annually to the Commission, the Insurer and the Liquidity Provider audited financial statements and dilution tests as provided by Exhibit E hereof and such other reports, documents or information as the Commission may require.

(q) CONTINUING DISCLOSURE. The Governmental Unit shall, not later than May 1st of each year provide to the Commission an annual report, which is consistent with the requirements of the Continuing Disclosure Certificate as set forth in Exhibit J hereto.

(r) RATINGS. The Governmental Unit covenants to do all things necessary to maintain the minimum ratings established by the Commission assigned by Moody's Investors Service, or its successor, to the obligations of the Governmental Unit. Further, the Governmental Unit consents to a ratings assessment of the pledged security for the Loan to be performed at least annually by Moody's Investors Service, or its successor, on behalf of the Commission. If for any reason any such rating is reduced below the minimum rating criteria of the Commission or withdrawn or if an Event of Default has occurred and is continuing, the Commission has the right without the consent of the Governmental Unit to assign this Loan Agreement to a different series of Notes and a different Liquidity Provider. Following the exercise by the Commission of such right, the Commission shall notify the Governmental Unit thereof and, thereafter, the Liquidity Provider identified in such notice shall be the "Liquidity Provider" as defined in and for all purposes of this Loan Agreement.

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## ARTICLE III

## THE LOAN

The Commission hereby agrees to loan to the Governmental Unit and the Governmental Unit hereby agrees to borrow from the Commission the sum of the lesser of (i) $_____ or (ii) such amount advanced from time to time from the Commission to the Governmental Unit in accordance with the provisions of the draw schedule set forth on Exhibit F attached hereto. The Governmental Unit understands that it will receive, as proceeds of the Loan, ____% of the stated principal amount of the Loan, i.e., as a result, the amount of the Loan proceeds received by the Governmental Unit will be smaller than the principal amount of such Loan. The discount is equal to the Governmental Unit's Initial Excess Interest Amount (as defined in Section 5.01 hereof), the Operating Reserve Amount and the Governmental Unit's costs incurred in connection with this Loan to be paid by the Trustee, including the premium paid to the Insurer, subject to the terms and conditions contained in this Loan Agreement and in the Indenture to the extent such amount is (i) approved by the Commission, and (ii) approved in writing by the Insurer, the Liquidity Provider and the Trustee. Such advanced amounts shall be used by the Governmental Unit for the purposes of financing or refinancing the cost of, or receiving reimbursement for costs of the Project in accordance with the provisions of this Loan Agreement.

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## ARTICLE IV

## LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. COMMENCEMENT OF LOAN TERM. The Governmental Unit's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

SECTION 4.02. TERMINATION OF LOAN TERM. The Loan Term shall begin as of the date of this Agreement and shall terminate upon (i) payment in full of all amounts due under this Loan Agreement and (ii) payment in full of all amounts due to the Insurer and the Liquidity Provider; provided, however, that all covenants and all obligations provided hereunder specified to so survive shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. Upon termination of the Loan Term as provided above, the Commission, the Trustee, the Liquidity Provider and the Insurer shall deliver, or cause to be delivered, to the Governmental Unit, an acknowledgment thereof.

SECTION 4.03. LOAN CLOSING SUBMISSIONS. Concurrently with the execution and delivery of this Loan Agreement, the Governmental Unit is providing to the Trustee the following documents each dated the date of such execution and delivery unless otherwise provided below or unless waived by the Commission, the Trustee, the Insurer and the Liquidity Provider:

(a) Certified resolutions of the Governmental Unit in the form of Exhibit B attached hereto.

(b) An opinion of the Governmental Unit's Counsel in the form of Exhibit C hereto to the effect that this Loan Agreement has been duly authorized and executed, and is a legal, valid, binding and enforceable obligation of the Governmental Unit and opining to such other matters as may be reasonably required by Bond Counsel, by the Insurer and by the Liquidity Provider;

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

(d) The audited financial statements of the Governmental Unit for the past three fiscal years;

(e) A certificate signed by the Authorized Representative of the Governmental Unit stating (i) the estimated dates and the amounts of projected expenditures for the Projects and (ii) that it is reasonably anticipated by the Governmental Unit that the Loan proceeds will be fully advanced therefor and expended by the Governmental Unit prior to September 30, 2005, and that the projected expenditures are based on the reasonable expectations of the Governmental Unit having due regard for its capital needs and the revenues available for the repayment thereof.

(f) This executed Loan Agreement;

(h) An opinion (addressed to, and in form and substance acceptable to, the Commission, the Insurer, the Trustee and the Liquidity Provider) of Bond Counsel, to the effect that such financing, refinancing or reimbursement with Loan proceeds (1) is permitted under the Act, the Indenture and the resolution authorizing this Loan Agreement, (2) if the Notes being issued to fund the Loan are Tax-Exempt Notes, will not cause the interest on the Tax-Exempt Notes to be included in gross income of the holders thereof for federal income tax purposes, or if the Notes being issued to fund the Loan are Tax-Exempt AMT Notes, will not cause the interest on the Tax-Exempt AMT Notes to be included in gross income of the holders thereof for federal income tax purposes, except during any period such Notes are held by a "substantial user" of the facilities financed with the proceeds of the Notes or a "related person" within the meaning of Section 147(a) of the Code, and (3) will not adversely affect the validity, due authorization for or legality of the Notes;

(i) An incumbency certificate and a signature certificate in form and substance acceptable to the Insurer, Bond Counsel and the Liquidity Provider;

(j) the Credit Facility; and

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

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

## ARTICLE V

## LOAN PAYMENTS

SECTION 5.01. PAYMENT OF LOAN PAYMENTS. The Governmental Unit shall pay to the order of the Trustee, for the account of the Commission and as assignee of the Commission, all Loan Payments in lawful money of the United States of America. No such Loan Payment shall be in an amount such that the interest on the Loan is in excess of the Maximum Rate. The Loan shall be repaid in Basic Payments consisting of (a) principal in the amounts and on the dates set forth in Exhibit D, and (b) interest calculated at the rate (the "Loan Rate") as provided in Section 5.02 hereof. In addition, a payment in an amount equal to 52 days of interest at the Maximum Rate on the original principal amount of the Loan calculated on the basis of a 365 day year shall be payable at Closing (the "Initial Excess Interest Amount").

Loan Payments shall begin on the first Loan Payment Date for the first Loan Payment Period following the Closing.

No later than the fifth Business Day of each month, the Trustee shall give the Governmental Unit notice in writing of the total amount of the Loan Payment which will be due and payable on the next following Loan Payment Date. Any past due Basic Payment which has not been paid by the Loan Payment Date shall be paid, together with interest thereon, at a rate equal to the Loan Rate in effect from time to time plus 2% for the period for which such Basic Payment has not been paid, but not in excess of the Maximum Rate. The Basic Payments and Additional Payments shall be due on each Loan Payment Date, unless the principal amount of the Loan is prepaid, accelerated or forgiven in accordance with the Indenture and in accordance with the provisions hereof.

To the extent that any Loan Payment is made in an amount which is less than the total amount then due and payable, the amount of the Loan Payment made shall be applied first to the payment of Basic Payments and then to the payment of Additional Payments.

With the exception of partial prepayments under Section 6.01, the schedule of Loan Payments attached hereto as Exhibit D may be amended with the prior written consent of the Insurer and the Liquidity Provider; provided, however, any such amendment shall not become effective until the Trustee receives written evidence from S&P, Moody's and Fitch that the ratings then assigned to the Notes by such rating agencies will not be withdrawn or reduced as the result of such amendment. The Governmental Unit may exercise a one-time option to re-amortize the Loan within the parameters set forth in Exhibit G attached hereto on the effective date of the refinancing of this Loan through the issuance of fixed rate refunding bonds pursuant to Section 6.02 hereof, but in no event later than the tenth year from the date hereof or upon reaching the mid-point of the original Loan Term; provided, however, any such amendment shall not become effective until the Trustee receives written evidence from S&P, Moody's and Fitch that the ratings then assigned to the Notes by such rating agencies will not be withdrawn or reduced as the result of such amendment. In no event shall the scheduled Loan Term exceed 25 years from the date hereof.

SECTION 5.02. CALCULATION OF LOAN RATE. The Commission shall set and from time to time reset the Loan Rate, provided that the Loan Rate shall for each Loan Payment Period shall be a rate which produces an amount of interest at least equal to the amount described in paragraphs (a) and (b) below:

(a) The Governmental Unit's Proportionate Share of the interest and/or Discount, as the case may be, on the Notes (including Notes held by the Liquidity Providers), as the case may be, for the immediately preceding Loan Payment Period;

(b) Any amount necessary to replenish the Initial Excess Interest Amount;

(c) On the Loan Payment Date in August of each year following the Closing, the Trustee shall apply any portion of the Initial Excess Interest Amount in excess of an amount equal to 52 days of interest at the Maximum Rate on the then outstanding principal amount of the Loan as a credit against the amount due and owing pursuant to paragraph (a) of this Section 5.02; and

(d) To the extent that any of the Initial Excess Interest Amount is applied to pay interest or Discount on the Notes, the Initial Excess Interest Amount shall be replenished from amounts paid pursuant to paragraph (a) or (b) of this Section 5.02 on the immediately succeeding Loan Payment Date.

(e) Interest at the Loan Rate shall be calculated on the same basis as the Note Rate or Discount then in effect.

SECTION 5.03. PAYMENT OF ADDITIONAL PAYMENTS. By execution of this Agreement, the Governmental Unit understands that payments hereunder will include payments in addition to the Basic Payments. Such payments include, but are not limited to certain fees, costs and expenses of the Insurer and the Liquidity Providers, interest on any amounts due the Insurer and the Liquidity Providers, all amounts due and owing by the Governmental Unit pursuant to the Tax Regulatory Agreement and any other amounts incurred by the Governmental Unit. Reference is made to the Liquidity Facilities for provisions relating to fees, costs and expenses of the Commission, the provisions of which are incorporated by reference as if fully set forth at length. In addition to Basic Payments, and without limitation of the foregoing provisions of this Section 5.03 or the provisions of Section 2.02(g) hereof, the Governmental Unit agrees to pay on each Loan Payment Date and on demand of the Trustee in the case of a permitted acceleration of the Loan pursuant to the provisions hereof, as the case may be, the Governmental Unit's Proportionate Share of the following fees and the Governmental Unit's Proportionate Share of the following expenses and other amounts relating to the Notes and the Program to the extent that such items are not costs of issuance paid from the Loan Fund or paid as provided in Sections 2.02(d) and (g):

(1) the fees and expenses of the Trustee and its counsel owed to it under the Indenture;

(2) the fees and expenses of the Issuing and Paying Agent and its counsel owed to it under the Indenture and the Issuing and Paying Agency Agreement;

(3) the fees and expenses of the Dealer owed to it under the Dealer Agreement;

(4) the fees and expenses of the Liquidity Providers and their counsel owed to them under the Liquidity Facilities and any other reasonable fees and expenses in connection with the Liquidity Facilities, and to the extent not provided for in Section 5.02(a), the Governmental Unit's Proportionate Share of any other amounts due and owing by the Commission under the Liquidity Facilities;

(5) the expenses of the Commission, including legal fees;

(6) the rating fees of Moody's, S&P and/or Fitch when necessary;

(7) such other reasonable fees and expenses in connection with the Notes or this Loan Agreement, all as determined by the Trustee;

(8) unless the Loan is funded with the proceeds of Taxable Notes, any amounts due and owing with respect to rebate and related costs of compliance thereto;

(9) any costs of issuance specifically related to the Governmental Unit, whether one-time or ongoing costs.

(10) any costs of issuance specifically related to the Commission on behalf of the Governmental Unit, whether one-time or ongoing costs and as further described in Exhibit I.

In calculating the amounts to be paid under this Section 5.03 which are dependent upon the principal amount or Face Amount of Notes outstanding, the principal amount or Face Amount of Notes outstanding for purposes of the calculation shall be that amount outstanding on the first day of each calculation period.

Notwithstanding any other provision of Section 5.02 or this Section 5.03, in the event that the Loan is refinanced through the issuance of refunding bonds bearing a fixed interest rate in accordance with Section 6.02 hereof, the Governmental Unit shall not be obligated to pay any of the fees, expenses and costs specified in (2), (3) or (4) above; provided, however, that the Governmental Unit shall remain obligated to pay such fees, expenses and costs to the extent such fees, expenses and costs accrued prior to the date that the last Note to be paid from the refinancing of this Loan matures.

The Governmental Unit agrees to pay interest at the Loan Rate in effect from time to time plus 2% on any Additional Payments not received by the Trustee on the Loan Payment Date on which the same are due or on the date the principal amount of the Loan is prepaid or accelerated in accordance with the Indenture and this Loan Agreement.

SECTION 5.04. CREDIT FOR INTEREST EARNINGS. Any investment earnings deposited in the subaccount within the General Account created for the deposit of the Governmental Unit's Loan Payments shall be credited on the immediately succeeding Loan Payment Date against the Governmental Unit's obligation to pay interest or Discount on the Notes pursuant to Section 5.02(a) hereof.

SECTION 5.05. LOAN PAYMENTS. The obligation of the Governmental Unit to make payment of Loan Payments or any other amounts required by this Article V and other Sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Governmental Unit and the Commission, the Trustee, the Insurer, any of the Liquidity Providers, the Issuing and Paying Agent, any Owner or any other Person, the Governmental Unit shall make all payments of Loan Payments or any other amounts when due and shall not withhold any Loan Payments or any other amounts pending final resolution of such dispute nor shall the Governmental Unit assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement. The Governmental Unit's obligation to make payment of Loan Payments or any other amounts during the Loan Term shall not be abated through accident or unforeseen circumstances or because of payment under the Credit Facility securing the Loan. The Commission and the Governmental Unit agree that the Governmental Unit shall bear all risk of damage or destruction in whole or in part to any Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of such Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Governmental Unit with any of the terms of this Loan Agreement. Notwithstanding the foregoing, nothing herein shall limit the rights of the Governmental Unit to recover amounts owing to it, except as specifically set forth herein.

SECTION 5.06. INSURER. The Governmental Unit shall pay the premium for the Credit Facility and all other amounts due and owing to the Insurer directly to the Insurer.

[Remainder of page intentionally left blank.]

## ARTICLE VI

## PREPAYMENT OF LOAN PAYMENTS

SECTION 6.01. OPTIONAL PREPAYMENT OF LOAN PAYMENTS. At the option of the Governmental Unit and after giving at least 30 days' written notice by certified or registered mail to the Commission, the Trustee and the Dealer, the Governmental Unit may, at its option, prepay the Loan Payments in whole by paying the then applicable Optional Prepayment Price or in part in integral principal multiples of $100,000, on any date, not less than 30 and not more than 270 days from the receipt of such notice. Any partial prepayment shall be applied against future principal installments of the Governmental Unit under this Loan Agreement. The resulting amortization schedule due to a partial prepayment shall not require the prior written consent of the Insurer and the Liquidity Provider pursuant to Section 5.01, provided the Commission notifies the Insurer and the Liquidity Provider of such partial prepayment and resulting amortization schedule. After the date on which such prepayment in whole is applied to the payment of Notes, this Loan Agreement shall terminate, except for the obligations and covenants expressed herein to survive. Except as described in Section 6.02 hereof, the Loan may not otherwise be prepaid in whole or in part.

The Loan shall not be deemed to be prepaid in full if for any reason the Optional Prepayment Price cannot be determined.

SECTION 6.02. MANDATORY PREPAYMENT IN CONNECTION WITH LIQUIDITY FACILITY. In the event that the Liquidity Provider has determined not to extend the term of the Liquidity Facility and the Governmental Unit and the Commission are unable to provide an Alternate Liquidity Facility, the Governmental Unit shall prepay the Loan in full by paying the then applicable Optional Prepayment Price on or before a date 60 days prior to the Expiration Date.

In the event that the Commission has not paid Notes held by the Liquidity Provider in full on or before the date which is 180 days after the related Liquidity Event, the Governmental Unit agrees to prepay the Loan in full by paying the then applicable Optional Prepayment Price before the date which is 270 days after the related Liquidity Event. If the Loan has not been prepaid in full by the date which is 270 days after the related Liquidity Event or an Alternate Liquidity Facility has not been obtained, the Commission and the Governmental Unit shall present to the Insurer a plan to issue fixed rate refunding bonds, the proceeds of which would be loaned to the Governmental Unit and used to prepay the Loan Agreement and retire the related Notes. If the Loan has not been prepaid in full by the date which is 300 days after the related Liquidity Event, to the extent permitted by law, the Commission shall issue at the direction of the Insurer such fixed rate refunding bonds and, at the direction of the Insurer, the Governmental Unit shall enter, to the extent permitted by law, into a loan agreement with the Commission to secure such fixed rate refunding bonds.

In either case, failure to prepay the Loan in full within the relevant time period shall not constitute an Event of Default hereunder; provided, however, that the Commission, the Insurer or Liquidity Provider shall have the right to pursue any and all remedies, other than acceleration of the

Loan, provided by law to which the Commission, the Insurer or the Liquidity Provider is entitled in order to enforce performance by the Governmental Unit of this provision.

SECTION 6.03. APPLICATION OF INITIAL EXCESS INTEREST AMOUNT. If following a prepayment and prior to the date such prepayment is used to pay Notes, the amount of the Optional Prepayment Price and the investment earnings thereon are insufficient to pay any amounts to become due and owing hereunder until the date this Loan Agreement terminates, the Trustee shall apply the Initial Excess Interest Amount as needed to pay interest or Discount on the Notes. If the Optional Prepayment Price and the investment earnings thereon are in excess of such amount, any excess amount and any remaining portion of the Initial Excess Interest Amount shall be credited to the Governmental Unit following termination of this Loan Agreement.

[Remainder of page intentionally left blank.]

## ARTICLE VII

## ASSIGNMENT AND PAYMENT BY THIRD PARTIES

SECTION 7.01. ASSIGNMENT BY COMMISSION.

(a) This Loan Agreement and the obligations of the Governmental Unit to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees at any time subsequent to its execution without the necessity of obtaining the consent of the Governmental Unit. The Governmental Unit expressly acknowledges that this Loan Agreement and the obligations of the Governmental Unit to make payments hereunder (with the exception of certain of the Commission rights to indemnification, fees and expenses), have been pledged and assigned to the Trustee as security for the Notes and for amounts which may be due and owing to the Insurer and the Liquidity Provider, and that the Trustee or the Insurer shall be entitled to act hereunder and thereunder in the place and stead of the Commission whether or not the Notes are in default. Notwithstanding the foregoing, no such assignment or reassignment may be made except to a successor Trustee.

(b) The Commission hereby agrees that, following the occurrence of an Event of Default under this Loan Agreement, acceleration of the amounts due hereunder and payment by the Insurer of the accelerated amount, the Commission will cause the Trustee to assign to the Insurer all of the Trustee's rights under this Loan Agreement.

(c) The Governmental Unit hereby consents to any assignment of this Loan Agreement described in this Section 7.01.

SECTION 7.02. ASSIGNMENT BY GOVERNMENTAL UNIT. This Loan Agreement may not be assigned by the Governmental Unit for any reason without the express prior written consent of the Commission, the Liquidity Provider, the Insurer and the Trustee.

SECTION 7.03. PAYMENTS BY INSURER. The Governmental Unit acknowledges that payment under this Loan Agreement from funds received by the Trustee from the Insurer does not constitute payment under this Loan Agreement for the purposes hereof or fulfillment of its obligations hereunder.

[Remainder of page intentionally left blank.]

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

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

(a) (1) With the exception of amounts required to be paid under Section 5.03(4) hereof, failure by the Governmental Unit to timely pay any Loan Payment or any other payment required to be paid hereunder on the date on which it is due and payable; and (2) failure by the Governmental Unit to timely pay amounts required to be paid under Section 5.03(4) hereof on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement for a period of not less than thirty (30) days, after notice thereof to the Governmental Unit by the Trustee, the Commission or the Insurer, unless the Trustee, the Commission and the Insurer shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Commission, the Trustee or the Insurer, the Commission, the Trustee and the Insurer will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected;

(c) Any warranty, representation or other statement by the Governmental Unit or by an officer or agent of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, was false or misleading in any material respect when made;

(d) The Governmental Unit or the Legislature of the State shall terminate the corporate existence of the Governmental Unit unless, in the opinion of the Commission, adequate provision is made by law for the obligations of the Governmental Unit hereunder;

(e) Any provision of this Agreement material to the performance of the obligations of the Governmental Unit hereunder shall at any time for any reason cease to be valid and binding on the Governmental Unit or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the Governmental Unit (provided nothing herein shall be construed to limit the right of the Governmental Unit to judicially determine if it is permitted by law to make indemnity arising under subsection 2.02(e) hereof) or the Governmental Unit shall deny that it has any or further liability or obligation hereunder;

(f) A petition is filed against the Governmental Unit under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 60 days of such filing;

(g) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(h) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Governmental Unit or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(i) An "Event of Default" of the Commission under the Indenture shall have occurred. As used in this subparagraph (i), an "Event of Default" shall only include Events of Default of the Commission not caused solely by a default of another Governmental Unit;

(j) The Governmental Unit shall be in default in the payment of any principal of or interest on any obligation for borrowed money or for the deferred purchase price of any property or asset (unless the failure to make payment of such deferred purchase price is consequent upon a contest or negotiation being diligently pursued) or on any obligation guaranteed by the Governmental Unit or in respect of which it is otherwise contingently liable beyond any period of grace stated with respect thereto in any such obligation or in any agreement under which any such obligation is created, or shall default in the performance of any agreement under which any such obligation is created if the effect of such default is to cause such obligation to become, or to permit any holder or beneficiary thereof, or a trustee or trustee on behalf thereof, with notice if required, to declare such obligation to be, due prior to its normal maturity, and any of the foregoing may (in the reasonable judgment of the Commission, the Trustee or the Insurer) have a material adverse effect on the ability of the Governmental Unit to perform its obligations hereunder. Notwithstanding the foregoing sentence, in order to constitute an "Event of Default" hereunder, any such amount must be for an amount in excess of $ 1,000,000 or the debt or the obligation of the Governmental Unit must have been accelerated and be considered due and payable.

SECTION 8.02. NOTICE OF DEFAULT. The Governmental Unit agrees to give the Trustee, the Insurer and the Commission prompt written notice if any petition, assignment, appointment or possession referred to in Section 8.01(d), 8.01(f), 8.01(g) and 8.01(h) is filed by or against the Governmental Unit or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof. The Trustee shall also give immediate notice to the Insurer and the Liquidity Provider of an Event of Default hereunder.

SECTION 8.03. REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 8.01 hereof (other than an Event of Default described in Section 8.01(a)(2) hereof) shall have happened and be continuing, (i) the Commission or the Trustee, but only with the written consent of the Insurer, or (ii) the Insurer shall, in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, to take such steps and exercise such remedies as provided in Section 7.02 of the Indenture, and, without limitation, one or more of the following:

(a) Declare all Loan Payments of the Governmental Unit, in an amount equal to the Optional Prepayment Price applicable on the date of payment, and all other amounts due hereunder, to be immediately due and payable, and upon notice to the Governmental Unit the same shall become immediately due and payable by the Governmental Unit without further notice or demand. No such acceleration shall occur without the prior written consent of the Insurer.

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

Whenever any Event of Default referred to in Section 8.01(a)(2) hereof shall have happened and be continuing, the Liquidity Provider shall, in addition to any other remedies herein or by law provided, have the right, at its option without any further demand or notice, to take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder. The foregoing provisions shall not be construed to limit any right of the Liquidity Provider to exercise any other rights it may have under this Agreement or at law or in equity; provided, however, that the Liquidity Provider shall have no right to accelerate the Loan.

SECTION 8.04. ATTORNEYS' FEES AND OTHER EXPENSES. The Governmental Unit shall, on demand, pay to the Commission, the Trustee, the Liquidity Provider, and the Insurer, the reasonable fees and expenses of attorneys and other reasonable expenses incurred by any of them in the collection of Loan Payments or any other sums due or the enforcement of performance of any other obligations of the Governmental Unit hereunder upon an Event of Default. The provisions of this Section 8.04 shall survive the termination of this Loan Agreement and the payment in full of the Governmental Unit's obligations hereunder.

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

SECTION 8.06. BOND INSURANCE GENERALLY. Payments with respect to Basic Payments disbursed by the Insurer from proceeds of the Credit Facility shall not be considered to discharge the obligation of the Governmental Unit as set forth in Section 5.02 hereof, and the Insurer shall become subrogated to the rights of the Commission and the Trustee in accordance with the tenor of the assignment made to it under the provisions of this Section or otherwise. Irrespective of whether any such assignment is executed and delivered, the Commission and the Trustee hereby agree for the benefit of the Insurer that they recognize that to the extent the Insurer makes payments on account of Basic Payments, the Insurer will be subrogated to the rights of the Commission and the Trustee to receive the amount of such Basic Payments from the Governmental Unit, with interest thereon as provided in Section 5.01 hereof, and will otherwise treat the Insurer as the owner thereof of such rights to receive the amount of such Basic Payments.

All amounts received under the Credit Facility shall be used solely for the payment of Basic Payments.

Notwithstanding any other provision hereof, so long as the Insurer is not in default under the Credit Facility, the Trustee shall not exercise any power hereunder, which is otherwise wholly within its discretion, to advance the normal maturity of the Loan or to exercise any other remedy available to it hereunder following an Event of Default without the prior written approval of the Insurer. The Trustee shall waive an Event of Default hereunder only upon the written direction of the Insurer.

[Remainder of page intentionally left blank.]

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by first-class mail, registered or certified mail, postage prepaid, to the parties at the following addresses:

| | |
|---|---|
| The Commission: | Sunshine State Governmental Financing Commission<br>P. O. Box 15468<br>Tallahassee, FL 32317<br>Attention: Program Administrator<br>Telephone: (850) 878-1874<br>Telecopy: (850) 878-2053 |
| The Governmental Unit: | Miami-Dade County, Florida<br>111. N. W. 1st Street, Suite 2550<br>Miami, Florida 33129<br>Attention: Finance Director<br>Telephone: (305) 375-5147<br>Telecopy: (305) 375-5659 |
| The Trustee: | Deutsche Bank Trust Company Americas<br>60 Wall Street, 27th Floor<br>Mailstop NYC60-2715<br>New York, New York 10005<br>Attention: Corporate Trust & Agency Services<br>Telephone: (212)<br>Telecopy: (212) |
| The Insurer: | Attention:<br>Telephone:<br>Telecopy: |
| The Liquidity Provider: | Attention:<br><br>Telephone:<br>Telecopy: |

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

SECTION 9.02. BINDING EFFECT. This Loan Agreement shall inure to the benefit of and shall be binding upon the Commission and the Governmental Unit and their respective successors and assigns.

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

SECTION 9.04. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended by the Commission and the Governmental Unit as provided in the Indenture; provided, however, that no such amendment shall be effective unless it shall have been consented to in writing by the Trustee, the Insurer, and, to the extent provided in Sections 10.04 and 10.05 of the Indenture, the Liquidity Provider.

SECTION 9.05. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.06. APPLICABLE LAW. This Loan Agreement shall be governed by and construed in accordance with the law of the State of Florida.

SECTION 9.07. BENEFIT OF OWNERS; INSURER AND LIQUIDITY PROVIDER; COMPLIANCE WITH INDENTURE. This Loan Agreement is executed in part to induce the purchase by others of the Notes, the issuance by the Insurer of the Credit Facility and the issuance by the Liquidity Provider of the Liquidity Facility. Accordingly, all covenants, agreements and representations on the part of the Governmental Unit and the Commission, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the owners from time to time of the Notes, the Insurer and the Liquidity Provider. The Governmental Unit covenants and agrees to do all things within its power in order to comply with and to enable the Commission to comply with all requirements and to fulfill and to enable the Commission to fulfill all covenants of the Indenture.

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

SECTION 9.09. IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF COMMISSION, GOVERNMENTAL UNIT, AND LIQUIDITY PROVIDER. No recourse shall be had for the payment of the principal of or premium or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement against any past, present or future officer, member, employee, director or agent of the Commission, the Governmental Unit or the Liquidity Provider as such, either directly or through the Commission, the Governmental Unit, the Liquidity Provider, or respectively, any successor public or private

corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

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

SECTION 9.11. NO PECUNIARY LIABILITY OF COMMISSION OR GOVERNMENTAL UNIT. No provision, covenant or agreement contained in this Loan Agreement, or any obligation herein imposed upon the Commission or the Governmental Unit, or the breach thereof, shall constitute an indebtedness or liability of the State or any political subdivision of the State or any public corporation or governmental agency existing under the laws thereof other than the Commission and the Governmental Unit. In making the agreements, provisions and covenants set forth in this Loan Agreement, the Commission has not obligated itself except with respect to the application of the revenues, income and all other property as derived herefrom, as hereinabove provided.

SECTION 9.12. PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day such payments shall be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement.

[Remainder of page intentionally left blank.]

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

SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION

ATTEST:

By_____
Secretary

By_____
Chairman

[Remainder of page intentionally left blank]

LOAN AGREEMENT

MIAMI-DADE COUNTY, FLORIDA

[SEAL]

By_____
Title: Mayor

ATTESTED BY:

_____
Clerk

Approved as to form and legal sufficiency
this _____ day of _____, 2004.

By:_____
Attorney

[Remainder of page intentionally left blank]

EXHIBIT A

USE OF LOAN PROCEEDS

DIVISION I

DESCRIPTION OF PROJECT TO BE ACQUIRED OR CONSTRUCTED

| Description of Items | Allocated Loan Amount $ |
|---|---|
| Operating Reserve and Initial Excess Interest Amount | |
| Cost of Issuance | |
| TOTAL | $ |

## DIVISION II

DESCRIPTION OF PROJECT ACQUIRED OR CONSTRUCTED FOR WHICH GOVERNMENTAL UNIT WILL BE REIMBURSED

| Description of Item | Dated Acquired | Allocated Loan Amount |
|---|---|---|

NONE

## DIVISION III

DESCRIPTION OF PROJECT FINANCED WITH INDEBTEDNESS BEING RETIRED OR REFINANCED

| Description of Item | Type of Debt | Allocated Loan Amount |
|---|---|---|

NONE

EXHIBIT B

FORM OF CERTIFIED RESOLUTION

EXTRACT OF MINUTES

At a duly called meeting of the [Insert name of Governing Board] (the "Board") of [Insert name of Governmental Unit] held on the __ day of _____, ____, at _____, there were at, all times present the following members constituting a quorum of the Board ____.

At said meeting _____ introduced and moved the adoption of the following Resolution:

NO.

A RESOLUTION OF [INSERT NAME OF GOVERNMENTAL UNIT] AUTHORIZING THE NEGOTIATION OF ONE OR MORE LOANS IN AN AGGREGATE AMOUNT NOT TO EXCEED [$00,000,000] FROM THE SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION; APPROVING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOANS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, [Insert Name of Governmental Unit] (the "Governmental Unit") together with other participating counties and cities (the "Members") have created the Sunshine State Governmental Financing Commission (the "Commission") pursuant to a certain Interlocal Agreement and Chapter 163, Part I, Florida Statutes, for the purpose of issuing its revenue bonds and commercial paper to make loans to participating members for qualified projects; and

WHEREAS, the Commission will issue its $000,000,000 Sunshine State Governmental Financing Commission Tax-Exempt Commercial Paper Revenue Notes (Governmental Financing Program) (the "Notes"), and has agreed to make a loan (the "Loan") to the Governmental Unit; and

WHEREAS, the Governmental Unit will apply the proceeds of the Loan to [insert description].

NOW, THEREFORE, BE IT RESOLVED BY [INSERT NAME OF GOVERNING BODY OF GOVERNMENTAL UNIT], as follows:

SECTION 1. The [Mayor][Chairman] and the Clerk or Deputy Clerk are hereby authorized and directed to execute and deliver a Loan Agreement, to be entered into by and between the Governmental Unit and the Commission in substantially the form attached hereto as Exhibit A with

such changes, insertions and omissions as may be approved by the [Mayor][Chairman] and the Clerk or Deputy Clerk, the execution thereof being conclusive evidence of such approval.

SECTION 2. The amount of the Loan to the Governmental Unit evidenced by the Loan Agreement shall not exceed [$00,000,000]. Such Loan shall be made at a discount which shall include the Governmental Unit's Initial Excess Interest Amount (as defined in the Loan Agreement) and the costs of issuance incurred by the Commission and the Governmental Unit and shall bear interest and shall be repayable according to the terms and conditions set forth in the Loan Agreement authorized pursuant to Section 1 hereof with such changes, insertions and omissions as may be approved by the [Mayor][Chairman] and the Clerk or Deputy Clerk.

SECTION 3. The [Mayor][Chairman] and the Clerk or Deputy Clerk or any other appropriate officers of the Governmental Unit are hereby authorized and directed to execute any and all certifications or other instruments or documents required by this Resolution, the Loan Agreement or any other document required by the Commission as a prerequisite or precondition to making the Loan, and any such representation made therein shall be deemed to be made on behalf of the Governmental Unit. All action taken to date by the officers of the Governmental Unit in furtherance of the issuance of the Notes and the making of the Loan is hereby approved, confirmed and ratified.

SECTION 4. No such Loan Agreement shall be executed until the Governmental Unit shall have received all disclosure information required by Chapter 218, Florida Statutes.

SECTION 5. In accordance with the provisions of Section 218.385, Florida Statutes, the Governmental Unit hereby determines that a negotiated sale is in the best interest of the Governmental Unit and hereby approves the negotiation of the loan with the Commission. Negotiation of the loan will allow the Governmental Unit to access markets not otherwise accessible to the City for borrowing less than $_____ million at total costs and rates favorable to the Governmental Unit.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the [Insert Name of Governing Body] of the [Insert Name of Governmental Unit] at a meeting held on the ___ day of _____,___.

By:

(SEAL)

ATTEST:

Motion to adopt the foregoing Resolution was seconded by _____, put to a vote and carried. The members of the Board voted as follows:

AYE: NAY:

Thereupon the [Mayor][Chairman] declared the motion carried and the Resolution adopted. The Clerk was instructed to enter the following proceedings upon the minutes of the Board.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

WITNESS my hand and seal of the [Governing Body] of _____ this ___ day of _, _____.

Clerk

[SEAL]

EXHIBIT A - DRAFT OF LOAN AGREEMENT

EXHIBIT C

FORM OF OPINION OF GOVERNMENTAL UNIT'S COUNSEL

[Letterhead of Counsel to Governmental Unit]

[Date of the Closing]

Sunshine State Governmental Financing
Commission
Tallahassee, Florida

Gentlemen:

We are counsel to [Insert Name of Borrower] (the "Governmental Unit"), and have been requested by the Governmental Unit to give this opinion in connection with the loan by the Sunshine State Governmental Financing Commission (the "Commission") to the Governmental Unit of funds to finance all or a portion of the cost of certain projects (the "Projects") as defined in, and as described in Exhibit A of the Loan Agreement, dated as of the date hereof (the "Loan Agreement"), between the Commission and the Governmental Unit.

In this connection, we have reviewed such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including applicable laws, and resolutions adopted by the governing body of the Governmental Unit, the Loan Agreement, and a Third Amended and Restated Trust Indenture dated as of October 1, 2000 (the "Indenture") between the Commission and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"). Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Governmental Unit is a [municipal corporation] [county] duly organized and existing under the laws of the State of Florida. The Governmental Unit has the legal right and all requisite power and authority to enter into the Loan Agreement and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Governmental Unit has power to enter into the Loan Agreement and to purchase or construct the Project and/or receive reimbursement for the costs of the acquisition or construction thereof and/or refinance the indebtedness to be refinanced with the proceeds of the loan and has been duly authorized to execute and deliver the Loan Agreement and to purchase or construct the Project and/or receive reimbursement for the costs of the acquisition or construction thereof and/or refinance the indebtedness to be refinanced with the proceeds of the loan under the terms and provisions of a resolution of its Governing Body.

(c) The Governmental Unit has duly authorized, executed and delivered the Loan Agreement and the Loan Agreement (including, but not limited to the terms and provisions of Section 2.02(a) thereof) constitutes a legal, valid and binding obligation of the Governmental Unit enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting enforceability of creditors' rights generally and to the application of equitable principles if equitable remedies are sought. The foregoing notwithstanding, Governmental Unit has the authority to pledge the Pledged Revenues.

(d) Neither the execution and delivery of the Loan Agreement, the consummation of the transactions contemplated thereby, the purchase or construction of the Project or the reimbursement for costs of the acquisition or construction thereof or the refinancing of the indebtedness to be refinanced with the proceeds of the loan nor the fulfillment of or compliance with the terms and conditions of the Loan Agreement conflicts with or results in a breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Governmental Unit is now a party or it or its properties is otherwise subject or bound, and the Governmental Unit is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(e) There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Governmental Unit is a party or of which any property of the Governmental Unit is subject, which has not been disclosed in writing to the Commission, or to [the Insurer] which would individually or in the aggregate (i) materially and adversely affect the validity or the enforceability of the Loan Agreement or (ii) otherwise materially adversely affect the ability of the Governmental Unit to comply with its obligations under the Loan Agreement or the transactions contemplated by such documents or (iii) materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Governmental Unit or the corporate existence of the Governmental Unit.

Very truly yours,

EXHIBIT D

SCHEDULE OF LOAN PAYMENTS

| [December 1] | Principal Amount |
|---|---|
| TOTAL | $ |

Interest shall be due and payable at the times and in amounts set forth in Section 5.01 and 5.02 of the Loan Agreement.

EXHIBIT E

SPECIAL COVENANTS AND FINANCIAL RATIOS

Pursuant to Section 2.02(a) hereof, the Governmental Unit has pledged its Pledged Revenues to the payment of the principal of and interest on the Loan, including the payment of all amounts due under the Loan Agreement. The lien on the Pledged Revenue shall be junior and subordinate to the Governmental Unit's outstanding debt issued and payable from Pledged Revenues pursuant to Ordinance No. ____ (the "Ordinance") of the Governmental Unit [and designated as "Senior Lien Debt".]

ADDITIONAL DEBT

The Governmental Unit may incur additional debt secured by the Pledged Revenues only if:

[(1) A Certificate, executed by the Finance Director and provided to the Commission, stating: (a) the amount of Pledged Revenues received by the Governmental Unit for the immediately preceding Fiscal Year, and (b) that such Pledged Revenues are sufficient to pay the debt service on the Loan and the additional debt proposed to be issued.

(2) At the time of issuance of any new debt (whether Senior Lien Debt or parity debt) ("Debt"), the rating on the Pledged Revenues for such Debt is rated "A" or better by any of the three national rating agencies and the rating on the Pledged Revenues for the Loan does not fall below "A".

(3) Consent from the Commission, whose consent shall not be unreasonably withheld, is obtained prior to the issuance of any parity debt on the Loan.

(4) No event of default has occurred under the Loan Agreement and the Ordinance.]

or

[(1) A Certificate, executed by the Finance Director and provided to the Commission, stating: (a) the amount of Pledged Revenues; (b) that the Pledged Revenues equal at least 2.0 times debt service on the Senior Lien Debt divided by the Debt Service on the Total Outstanding Parity Debt.

(2) Consent from the Commission, whose consent shall not be unreasonably withheld, is obtained prior to the issuance of any parity debt on the Loan.

(3) No event of default has occurred under the Loan Agreement and the Ordinance.]

For purposes of the calculation required by paragraph (1), "Debt Service on the Total Outstanding Parity Debt" shall mean the debt service on the Loan plus debt service on any parity debt less pledged FTA Section 5307 Funds and less interest income on debt service funds.

EXHIBIT F

DRAW SCHEDULE



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EXHIBIT G

INSURANCE COMMITMENT

[Attach commitment letter]

EXHIBIT H

INVESTMENT SECURITIES

(1) Direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee ("Direct Obligations");

(2) Direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; consolidated debt obligations and letter of credit-backed issues of the Federal Home Loan Banks; participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation ("FHLMCs"); debentures of the Federal Housing Administration; mortgage-backed securities (except stripped mortgage securities which are valued greater than par on the portion of unpaid principal) and senior debt obligations of the Federal National Mortgage Association ("FNMAs"); participation certificates of the General Services Administration; guaranteed mortgage-backed securities and guaranteed participation certificates of the Government National Mortgage Association ("GNMAs"); guaranteed participation certificates and guaranteed pool certificates of the Small Business Administration; debt obligations and letter of credit-backed issues of the Student Loan Marketing Association; local authority bonds of the U.S. Department of Housing & Urban Development; guaranteed Title XI financings of the U.S. Maritime Administration; guaranteed transit bonds of the Washington Metropolitan Area Transit Authority; Resolution Funding Corporation Securities;

(3) Direct obligations of any State of the United States of America or any subdivision or agency thereof whose unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's Investors Service and "A" or better by Standard & Poor's Corporation, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's Investors Service and "A" or better by Standard & Poor's Corporation;

(4) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, "P-1" by Moody's Investors Service and "A-1" or better by Standard & Poor's Corporation;

(5) Federal funds, unsecured certificates of deposit, time deposits or bankers acceptances (in each case having maturities of not more than 365 days) of any domestic bank including a branch office of a foreign bank which branch office is located in the United States, provided legal opinions are received to the effect that full and timely payment of such deposit or similar obligation is enforceable against the principal office or any branch of such bank, which, at the time of purchase, has a short-term "Bank Deposit" rating of "P-1" by Moody's and a "Short-Term CD" rating of "A-1" or better by S&P;

(6) Deposits of any bank or savings and loan association which has combined capital, surplus and undivided profits of not less than $3 million, provided such deposits are continuously and fully insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation;

(7) Investments in money-market funds rated "AAAm" or "AAAm-G" by Standard & Poor's Corporation;

(8) Repurchase agreements collateralized by Direct Obligations, GNMAs, FNMAs or FHLMCs with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank insured by the FDIC, if such broker/dealer or bank has an uninsured, unsecured and unguaranteed obligation rated "P-1" or "A3" or better by Moody's Investors Service, and "A-1" or "A-" or better by Standard & Poor's Corporation, provided:

a. a master repurchase agreement or specific written repurchase agreement governs the transaction; and

b. the securities are held free and clear of any lien by the Trustee or an independent third party acting solely as agent ("Agent") for the Trustee, and such third party is (i) a Federal Reserve Bank, (ii) a bank which is a member of the Federal deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than $50 million or (iii) a bank approved in writing for such purpose by Financial Guaranty Insurance Company, and the Trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Trustee; and

c. a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such securities is created for the benefit of the trustee; and

d. the repurchase agreement has a term of 180 days or less, and the Trustee or the Agent will value the collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation; and

e. the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 103%.

EXHIBIT I

SUNSHINE STATE GOVERNMENTAL FINANCING COMMISSION
COMMERCIAL PAPER REVENUE NOTES - SERIES ___

**COSTS OF ISSUANCE**

| | |
|---|---|
| Bond Insurance Premium[A] | $ |
| Professional Fees | |
| Bond Counsel | |
| Financial Advisory, if applicable | |
| Deposit to Operating Reserve Amount (0.5%)[B]<br>(Pursuant to the Third Amended and Restated Trust Indenture- Section 3.03) | |
| Deposit to Initial Excess Interest Amount (52 days interest @15%)[C]<br>(Pursuant to the Loan Agreement - Section 5.01) | |
| Loan Closing Costs<br>(Billed to Governmental Unit by Trustee in first Interest Payment) | |
| Liquidity Provider Commitment Fee | |
| Liquidity Provider's Counsel Fee and Disbursements | |
| Trustee Closing Fee and Counsel Fee | |
| Bond Counsel Expenses – estimated | |
| Financial Advisory Expenses, if applicable | |
| Commission Expenses | |
| TOTAL | $ |
| | |

NOTES:
A - Single payment premium only. Not applicable to annual premium payments.
B- Interest reserve requirement by Credit Facility.
C- Upfront fund deposit is used for program cash flow adjustments. Governmental Unit receives credits and debits to fund deposit account on an ongoing basis. Refunded upon loan retirement.

EXHIBIT J

BORROWER'S
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Miami-Dade County, Florida (the "Governmental Unit") in connection with the issuance of $_____ Sunshine State Governmental Financing Commission (the "Issuer") Tax-Exempt Commercial Paper Revenue Notes (the "Notes") and loan of $_____ of the Note proceeds to the Governmental Unit (the "Loan"). The Notes are being issued pursuant to a Third Amended and Restated Trust Indenture dated as of October 1, 2000 between the Issuer and Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Trustee (the "Indenture").

The Governmental Unit covenants and agrees as follows:

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Governmental Unit for the benefit of the Issuer of the Notes. The Issuer and the Governmental Unit are not legally required to comply with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2- 12 in connection with the Undertaking.

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

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

"Designated Funds" shall mean the fund or funds listed on Exhibit E of each Loan Agreement.

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

"Loan Agreements" shall mean the Loan Agreement executed between the Issuer and the Governmental Unit, dated _____

"MSRB" shall mean the Municipal Securities Rulemaking Board.

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

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Governmental Unit or its dissemination agent shall, not later than May 1st of each year, commencing May 1, 2005, provide to the Issuer an Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Governmental Unit may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Governmental Unit's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the Governmental Unit is unable to cause an Annual Report to be provided to the Issuer by the date required in subsection (a), the Governmental Unit shall send a notice to the Issuer in substantially the form attached as Exhibit A.

(c) The Issuer shall acknowledge the receipt of the Governmental Unit's submission.

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

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

(b) An update of the Anti-Dilution Certificate provided in Exhibit E of the Loan Agreement, including the tabular information and any supporting data attached or referenced by the Anti-Dilution Certificate.

(c) An update of the tabular financial information provided in Exhibit B attached hereto and made a part of this Disclosure Certificate.

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

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Governmental Unit shall give, or cause to be given, notice of the occurrence of any of the following events, if material, with respect to the security for the repayment of the Loan, whether such revenues are used exclusively for securing the Loan or available to secure other indebtedness of the Governmental Unit:

1. additional debt secured by the Pledged Revenues, together with such evidence demonstrating compliance with the credit rating criteria

2. delinquencies in the payment of principal and interest;

3. non-payment related defaults;

4. unscheduled draws on the debt service reserves reflecting financial difficulties;

5. unscheduled draws on credit enhancements reflecting financial difficulties;

6. substitution of credit or liquidity providers, or their failure to perform;

7. adverse tax opinions to or events affecting the tax-exempt status of the Loan;

8. modifications to rights of the Holders;

9. any call (other than scheduled mandatory redemption) or any acceleration of the maturity thereof;

10. defeasance in whole or in part;

11. release, substitution, or sale of property securing repayment of the Loan; and

12. any change in the rating assigned to the Loan or other related obligations of the Governmental Unit.

(b) Whenever the Governmental Unit obtains knowledge of the occurrence of a Listed Event, the Governmental Unit shall promptly file a notice of such occurrence with the Issuer.

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

SECTION 7. AMENDMENT; WAIVER. Notwithstanding any other provision of this

Disclosure Certificate, the Governmental Unit may amend this Disclosure Certificate with the consent of the Issuer, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Governmental Unit, or the type of business conducted; and

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

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

SECTION 8. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Governmental Unit from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information many Annual Report or notice of occurrence of a Listed Event in addition to that which is required by this Disclosure Certificate. If the Governmental Unit chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Governmental Unit shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. DEFAULT. In the event of a failure of the Governmental Unit to comply with any provision of this Disclosure Certificate, the Issuer may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Governmental Unit to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Governmental Unit to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture or the Loan Agreements.

SECTION 10. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Governmental Unit and the Issuer, and shall create no rights in any other person or entity; provided, however, that nothing contained herein shall prevent the Issuer from furnishing to the Insurer, the Liquidity Provider, the rating agencies, or other interested parties, a copy of each document, instrument and statement received by the Issuer from the Governmental Unit pursuant to this Disclosure Certificate.

Date: _____

MIAMI-DADE COUNTY, FLORIDA

AUTHORIZED REPRESENTATIVE

By: _____
Name:
Title:

EXHIBIT A
TO CONTINUING DISCLOSURE CERTIFICATE

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sunshine State Governmental Financing Commission.

Name of Issue: Tax-Exempt Commercial Paper Revenue Notes (Governmental Financing Program)

Date of Issuance:

Name of Governmental Unit: Miami-Dade County, Florida

NOTICE IS HEREBY GIVEN that the Governmental Unit has not provided an Annual Report with respect to the above named Notes as required by Sections 3 and 4 of the Continuing Disclosure Certificate dated _____, 2004. The Governmental Unit anticipates that the Annual Report will be filed by _____.

Dated:

MIAMI-DADE COUNTY, FLORIDA

By:_____
Name: _____
Title: _____

EXHIBIT B TO CONTINUING DISCLOSURE CERTIFICATE

**Historical Pledged Revenues**

**EXHIBIT "B"**

**PROPOSED MIAMI-DADE TRANSIT DEPARTMENT'S CAPITAL PROJECTS TO BE FINANCED WITH SUNSHINE LOAN FY 2003-04**

| **Bus Financing:** | **Estimated Cost** |
|---|---|
| 150 LF 40 ft. Buses and 34 OPATRES 30 ft. Buses (Received and w/ a 12 yr. life expectancy) - | $ 51,000,000 |
| 17 LF 40 ft. Buses to be received by July 2004 | 5,000,000 |
| **Other Capital Projects:** | |
| Bus Washer at Coral Way – Replace bus wash facility with new At the Coral Way Bus Maintenance Facility | 2,660,000 |
| Test Track for Metrorail – Construction of test track for Metrorail | 4,000,000 |
| Station Refurbishments – includes the outside escalator canopies project and oil/water separators at Metromovers stations | 3,584,000 |
| Paint Facilities – Includes the hiring of painters and purchasing of Materials to paint Metrorail/Metromover stations and Maintenance facilities | 859,000 |
| Replace Hydraulic Lifts – Replace hydraulic lifts at all bus garages With electric lift | 1,100,000 |
| Replace Escalators – Replace escalators at various Metrorail stations | 3,234,000 |
| Replace Piston Lift – Replace piston lifts at all bus garages with Electric lift | 1,000,000 |
| Upgrade Illumination – At all the Metrorail Stations | 994,000 |
| Rail Mid-life Rehab – Perform a mid-life overhaul of the heavy rail Car fleet | 20,000,000 |
| Replacement of UPS Batteries/Emergency Power Supply – Installation Of new emergency lighting back-up system for the Metrorail Stations and the William Lehman Center | 2,000,000 |
| Estimated Total | $95,431,000 |