

**SCHEDULE**  
to the  
1992 ISDA Master Agreement  
Local Currency Single Jurisdiction  
dated as of \_\_\_\_\_, 2008  
between

\_\_\_\_\_  
("Party A")

and

**PASCO COUNTY, FLORIDA**, a political  
subdivision of the State of Florida  
("Party B")

**Part 1**  
**Termination Provisions**

In this Agreement:

(a) "**Specified Entity**" means in relation to Party A for the purpose of:

Section 5(a)(v),	NONE
Section 5(a)(vi),	NONE
Section 5(a)(vii),	NONE
Section 5(b)(ii),	NONE

and in relation to Party B for the purpose of:

Section 5(a)(v),	NONE
Section 5(a)(vi),	NONE
Section 5(a)(vii),	NONE
Section 5(b)(ii),	NONE

(b) "**Specified Transaction**" will have the meaning specified in Section 12 of this Agreement.

(c) The "**Cross Default**" provisions of Section 5(a)(vi) of this Agreement, as modified below, will apply to Party A and to Party B. Section 5(a)(vi) of this Agreement is hereby amended by the addition of the following at the end thereof:

"provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if, as demonstrated to the reasonable satisfaction of the other party, (a) the event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to such party to enable it to make the relevant payment when due; and (c) such relevant payment is made within three (3) Business Days following receipt of written notice from an interested party of such failure to pay."

If such provisions apply:

**"Specified Indebtedness"** means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of any money.

**"Threshold Amount"** means:

- (i) with respect to Party A, an amount equal to two percent (2%) of shareholders' equity (howsoever described) of Party A as shown on the most recent annual audited financial statements of Party A, and
- (ii) with respect to Party B, \$10,000,000.

(d) **The "Credit Event Upon Merger"** provisions of Section 5(b)(ii) will apply to Party A and Party B, amended as follows:

"Credit Event Upon Merger' shall mean that a Designated Event (as defined below) occurs with respect to a party, any Credit Support Provider of the party or any applicable Specified Entity (any such party or entity, "X"), and such Designated Event does not constitute an event described in Section 5(a)(viii) but the creditworthiness of X, or, if applicable, the successor, surviving or transferee entity of X, is materially weaker than that of X immediately prior to such event. In any such case the Affected Party shall be the party with respect to which, or with respect to the Credit Support Provider of which, the Designated Event occurred, or, if applicable, the successor, surviving or transferee entity of such party. For purposes hereof, a Designated Event means that, after the date hereof:

- (i) X consolidates, amalgamates with or merges with or into, or transfers all or substantially all its assets to, or receives all or substantially all the assets or obligations of, another entity; or
- (ii) any person or entity acquires directly or indirectly the beneficial ownership of equity securities having the power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy-making decisions of X.; or
- (iii) without limiting the foregoing, if X is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X (or any applicable Specified Entity)."

(e) **The "Automatic Early Termination"** provision of Section 6(a) will not apply to Party A or Party B.

(f) **"Payments on Early Termination"**. For the purpose of Section 6(e) of this Agreement:

- (i) Market Quotation will apply.
- (ii) The Second Method will apply.

(g) **"Termination Currency"** means U.S. Dollars.

(h) There shall be added to Section 5(a) of the Agreement the following Events of Default:

"(ix) Authority; Repudiation. Party B shall cease to have authority to make payments under this Agreement or any Transaction subject to this Agreement, or any government entity having jurisdiction over Party B shall adopt any legislation which would have the effect of repudiating this Agreement or any Transaction subject to this Agreement."

"(x) Amounts payable by Party B to Party A hereunder shall cease to be payable and secured in accordance with the terms specified in Part 4(c)(ii) of this Schedule."

(i) Section 5 of the Agreement is hereby amended as follows:

(a) Bankruptcy. Section 5(a)(vii)(6) of the Agreement is amended to read in its entirety as follows:

“(6) seeks or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets (regardless of how brief such appointment may be, or whether any obligations are promptly assumed by another entity or whether any other event described in this clause (6) has occurred and is continuing) or, in the case of Party B, there shall be appointed or designated in respect of Party B pursuant to any applicable law, an organization, board, authority, agency, body or entity to monitor, review, oversee, make recommendations to, or declare financial emergencies with respect to, financially distressed local government entities or, there shall be declared or introduced or proposed for or by any legislative or regulatory body with competent jurisdiction over, pursuant to any applicable law, the existence of a state of financial emergency or similar position of financial distress in respect of Party B.”

(b) Merger Without Assumption. Section 5(a)(viii) of the Agreement is hereby amended to read in its entirety as follows:

“(viii) Merger Without Assumption. The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if such party is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such Party) and, at the time of such consolidation, amalgamation, merger, transfer or succession:

(1) the resulting, surviving, transferee or successor entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement.”

(j) ***Additional Termination Event*** shall apply to Party A and Party B as specified below:

(a) With respect to Party A, it shall be an Additional Termination Event if Party A fails to maintain a Credit Rating of at least (1) “Baa1” as determined by Moody’s, or (2) “BBB+” as determined by S&P. For purposes of the foregoing Additional Termination Event, Party A shall be deemed to be the sole Affected Party and all Transactions will be Affected Transactions.

(b) With respect to Party B, it shall be an Additional Termination Event if Party B fails to maintain a Credit Rating of at least (1) “Baa1” as determined by Moody’s, or (2) “BBB+” as determined by S&P. For purposes of the foregoing Additional Termination Event, Party B shall be deemed to be the sole Affected Party and all Transactions will be Affected Transactions.

**Part 2**  
**Agreement to Deliver Documents**

For the purpose of Sections 3(d) and 4(a) of this Agreement, each party agrees to deliver the following documents:

<b>Party required to deliver document</b>	<b>Form/Document/Certificate</b>	<b>Date by which to be delivered</b>	<b>Covered by Section 3(d) Representation</b>
Party A and Party B	Evidence of the authority and true signatures of each official or representative signing this Agreement or, as the case may be, a Confirmation, on its behalf.	On or before execution of this Agreement and each Confirmation forming a part of this Agreement.	Yes
Party A	Opinion of Counsel to Party A in a form reasonably satisfactory to Party B.	On or before execution of this Agreement.	No
Party B	Covered Indenture as hereinafter defined.	On or before execution of this Agreement.	Yes
Party B	Certified copy of the resolution of Party B's Board of Directors (or equivalent authorizing documentation) authorizing the execution and delivery of this Agreement and each Confirmation and performance of its obligation hereunder.	On or before execution of this Agreement and each Confirmation forming a part of this Agreement.	Yes
Party B	A copy of Party B's audited annual financial statements prepared in accordance with generally accepted accounting principles within the United States.	On or before the 120 <sup>th</sup> day after the end of Party B's fiscal year.	Yes
Party B	A copy of Party B's un-audited semi-annual financial statements.	On or before the 60 <sup>th</sup> day after the end of Party B's applicable fiscal quarter.	Yes

Party B	Opinion of legal counsel to Party B substantially in the form attached hereto as Exhibit 1.	On or before execution of this Agreement and each Confirmation forming a part of this Agreement.	No
Party B	Confirmations, updates and additional documentation concerning the opinion of counsel, board resolutions and certificates delivered pursuant to each of the foregoing documents to be delivered as Party A may reasonably request.	Prior to the Effective Date of each Transaction after the initial Transaction hereunder.	Yes

**Part 3  
Miscellaneous**

(a) **Addresses for Notices.** For the purposes of Section 10(a) of this Agreement:

(i) All notices or communications to Party A shall, with respect to a particular Transaction, be sent to the address, telex number, or facsimile number reflected in the Confirmation of that Transaction, and any notice for purposes of Sections 5 or 6 shall be sent to:

and

(ii) All notices or communications to Party B shall be sent to the addresses, or facsimile numbers reflected below:

Pasco County, Florida  
7530 Little Road  
New Port Richey, Florida  
Attention: County Administrator  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Pasco County, Florida  
7530 Little Road  
New Port Richey, Florida  
Attention: Director of the Office of Management and Budget  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Pasco County, Florida  
7530 Little Road  
New Port Richey, Florida  
Attention: Clerk of the Circuit Court  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

- (b) **Offices.** Party A, if it enters into a Transaction through an Office other than its head or home office represents to Party B that, notwithstanding the place of booking office or jurisdiction of incorporation or organization, the obligations of Party A are the same as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by Party A on each date on which a Transaction is entered into.
- (c) **Calculation Agent.** The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.
- (d) **Credit Support Document.** The Covered Indenture is a Credit Support Document with respect to Party B for all purposes hereunder and is incorporated herein by this reference.
- (e) **Credit Support Provider.** None
- (f) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York.
- (g) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will apply.
- (h) **"Affiliate"** will have the meaning specified in Section 12 of this Agreement.

#### Part 4 Other Provisions

- (a) **Set-off.** Without affecting the provisions of the Agreement requiring the calculation of certain net payment amounts, all payments under this Agreement will be made without set-off or counterclaim; provided, however, that upon the designation of any Early Termination Date, in addition to and not in limitation of any other right or remedy (including any right to set off, counterclaim, or otherwise withhold payment or any recourse to any Credit Support Document) under applicable law the Non-defaulting Party or Non-affected Party (in either case, "X") may without prior notice to any person set off any sum or obligation (whether or not arising under this Agreement and whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by the Defaulting Party or Affected Party (in either case, "Y") to X or any Affiliate of X against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y and, for this purpose, may convert one currency into another at a market rate determined by X. If any sum or obligation is unascertained, X may in good faith estimate that sum or obligation and set-off in respect of that estimate, subject to X or Y, as the case may be, accounting to the other party when such sum or obligation is ascertained.



(b) **Additional Representations.**

(i) The first sentence of Section 3 is amended to read in its entirety as follows:

“Each party represents to each other party (which representations will be deemed to be repeated on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a), 3(e) and 3(f) of this Agreement, at all times until the termination of this Agreement) the following:”

(ii) Section 3 is amended by adding the following subsections (e), (f) and (g) thereto:

“(e) Non-Speculation. Party B represents and warrants to Party A that this Agreement has been, and each Transaction hereunder will be, entered into for purposes of managing of its borrowings or investments or in connection with a line of business and not for the purpose of speculation;

(f) No Immunity. Party B is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of mandamus to perform its obligations under this Agreement, or (iv) enforcement by writ of mandamus of any judgment to which it might otherwise be made subject in any Proceedings (as defined in Section 11(b)) in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to such party; provided that no breach of the representation made in clause (i) or (ii) of this subparagraph (f) shall be deemed to make the representation in this subparagraph materially incorrect or misleading so long as the representations made in clauses (iii) and (iv) of this subparagraph were correct in all material respects when made or repeated or deemed to have been made or repeated. The enforcement remedies of a judgment creditor of a Florida municipal corporation are limited by Section 55.11, Florida Statutes, and other provisions of law; and

(g) Eligible Contract Participant. Each Party is an “eligible contract participant” under, and as defined in, Section 1a(12) of the Commodity Exchange Act, as amended (7 U.S.C. § 1a(12)).”

(c) **Additional Agreements.**

(i) Compliance with Covered Indenture. Party B will observe, perform and fulfill each provision in the Covered Indenture applicable to Party B as any of those provisions may be amended, supplemented or modified for purposes of this Agreement with the prior written consent of Party A (the “Incorporated Provisions”), with the effect that Party A will have the benefit of each of the Incorporated Provisions (including without limitations, covenants, right to consent to certain actions subject to consent under the Covered Indenture and delivery of financial statements and other notices and information). In the event the Covered Indenture ceases to be in effect prior to the termination of this Agreement, the Incorporated Provisions (other than those provisions requiring payments in respect of bonds, notes, warrants or other similar instruments issued under the Covered Indenture) will remain in full force and effect for purposes of this Agreement as though set forth herein until such date on which all of the obligations of Party B under this Agreement and any obligations of Party B have been fully satisfied. The Incorporated Provisions are hereby incorporated by reference and made a part of this Agreement to the same extent as if such provisions were set forth herein. Any amendment, supplement, modification or waiver of any of the Incorporated Provisions without the prior written consent of Party A shall have no force and effect with respect to this Agreement; provided, however, Party B may, without the consent of Party A, supplement the Covered Indenture solely for the purpose of issuing Bonds and Subordinate Debt. Any amendment, supplement or modification for which such consent is obtained shall be part of the Incorporated Provisions for purposes of this Agreement. Party B shall not assign or transfer its right



or obligations under the Covered Indenture without the prior written consent of Party A.

(ii) Security and Source of Payment of Party B's Obligations. This Agreement and each Transaction hereunder shall constitute a "Qualified Hedge" for the purposes of the Covered Indenture. All Periodic Hedge Payments shall constitute Parity Obligations and shall be secured by and payable from the Assessment Revenues in the Assessment Revenues Account of the Revenue Fund on a parity with principal or Redemption Price of and interest on the Bonds. Any Settlement Amount shall constitute Subordinate Obligations and shall be secured by and payable from System Revenues in the System Revenues Account of the Revenue Fund as set forth in the Covered Indenture.

(iii) For the purposes of subsections (i) and (ii) hereof, capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Covered Indenture.

(iv) Notice of Incipient Illegality. If an Incipient Illegality occurs, Party B will, promptly upon becoming aware of it, notify Party A, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require.

(d) Relationship Between Parties. Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(i) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(ii) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(iii) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(e) Waiver of Jury Trial. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT.**

(f) Consent to Recording. Each Party (i) consents to the recording of all telephone conversations between trading, operations and marketing personnel of the parties and their Affiliates in connection with this Agreement or any potential Transaction; (ii) agrees to give notice to such personnel of it and its Affiliates that their calls will be recorded; and (iii) agrees that in any Proceedings, it will not object to the introduction of such recordings in evidence on grounds that consent was not properly given.

(g) Scope of Agreement. Upon the effectiveness of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement with respect to specific Specified Transactions, all Specified Transactions then outstanding or any future Specified Transactions shall be subject to the terms hereof, and each such Specified Transaction shall be a "Transaction" for purposes of this Agreement.



(h) **Agreement Amendments.** Sections 2(a), 3(a), 3(b) and 12 are hereby amended as follows:

(i) **Obligations: General Conditions.** Section 2(a)(iii) is hereby amended by: (x) deleting in the second line thereof the word “or” and replacing it with the comma; and (y) inserting in the second line thereof after the words “Potential Event of Default” the words “, or Incipient Illegality”.

(ii) **Powers.** Section 3 (a)(ii) is hereby amended by (i) inserting in the first line thereof after the word “power” the words “(in the case of Party B, pursuant to the Authorizing Law)”; (ii) deleting in the fifth line thereof after the word “party” the word “and” and replacing it with “, it”; (iii) inserting in the fifth line thereof after the word “action” the words “and has made all necessary determinations and findings”; and (iv) adding in the fifth line thereof after the word “performance” and before the semicolon the words “, the individual(s) executing and delivering this Agreement and any other documentation (including any Credit Support Document) relating to this Agreement to which it is a party or that it is required to deliver is duly empowered and authorized to do so, and it has duly executed and delivered this Agreement and any Credit Support Document to which it is a party”.

(iii) **Absence of Certain Events.** Section 3(b) is hereby amended by inserting in the first line thereof after the word “knowledge,” the words “Incipient Illegality (in the case of Party B) or”.

(iv) **Definitions.** The definition of “Reference Market-makers” in Section 12 is hereby amended by inserting the following after the word “good faith” in the second line of the definition: “(in consultation with Party’s B’s financial advisor)”.

(i) **Additional Definitions.** Section 12 is hereby amended by adding the following definitions:

“Bonds” shall have the meaning set forth in the Covered Indenture.

“Covered Indenture” means the Master Trust Indenture, dated as of \_\_\_\_\_, 2008, between Pasco County, Florida and U.S. Bank National Association, as Trustee, as the same may be amended and supplemented from time to time in accordance with its terms and the terms hereof.

“Credit Rating” means (i) with respect to Party A, any public rating of the senior, unsecured, unenhanced indebtedness of Party A, and (ii) with respect to Party B, any public rating of any senior, unsecured, unenhanced Bonds of Party B.

“Government Entity” means Party B.

“Incipient Illegality” means (a) the enactment by any legislative body with competent jurisdiction over Party B of legislation which, if adopted as law, would render unlawful (i) performance by Party B of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by Party B with any other material provision of this Agreement relating to such Transaction or (ii) the performance by Party B or a Credit Support Provider of Party B of any contingent or other obligation which Party B (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction, (b) any official action during any Board of County Commissioner meeting of Party B to the effect that performance under this Agreement or similar agreements unlawful or (c) the occurrence with respect to Party B or any Credit Support Provider of Party B of any event that constitutes an Illegality.”

“Moody’s” means Moody’s Investors Service, Inc., or any successor thereto.

"Office" means a branch or office of a party, which may be such party's head or home office.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

[ Intentionally left blank; Signature page follows. ]

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

\_\_\_\_\_

**PASCO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## EXHIBIT 1

### FORM OF LEGAL OPINION

Dear Sir or Madam:

This opinion is delivered to you pursuant to Part 2 of the Schedule to the ISDA Master Agreement (such Master Agreement, including the Schedule and any exhibits and addenda thereto, the "Agreement") dated as of \_\_\_\_\_, 2008 between \_\_\_\_\_ ("Party A") and Pasco County, Florida ("Party B"). Terms defined in the Agreement and used but not defined herein have the meanings given to them in the Agreement.

[I/We] have acted as counsel to Party B in connection with the [Swap/Cap/Option, etc.] transaction entered into by Party A and Party B on the date hereof pursuant to the Agreement, the related Confirmation exchanged [on the date hereof] and [add other documents, if any] (the Agreement, such Confirmation [and such documents], collectively, the "Documents," and such transaction, the "Transaction"). In that connection we have examined such documents and have investigated such matters of fact as we have deemed necessary or appropriate for the opinions expressed herein. In such examination, [I/we] have assumed the genuineness of all signatures (other than those of officers of Party B on the Documents), the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies.

[I/We] have been furnished with, and with your consent have relied upon, certificates of officer[s] of Party B with respect to certain factual matters, copies of which are attached hereto. In addition, [I/we] have obtained and relied upon such certificates and assurances from public officials as [I/we] have deemed necessary.

[I am/We are] opining herein as to the effect on the subject transactions only of the applicable federal laws of the United States and the laws of the State of Florida (the "State"), and [I/we] express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction [or, in the case of \_\_\_\_\_, any other laws] or as to any matters of municipal law or the laws of any other local agencies within any state.

Based on the foregoing and upon such investigations as we have deemed necessary, we are of the opinion that, as of the date hereof:

1. Party B is a political subdivision of the State duly organized, validly existing and in good standing under the laws of the State.

2. Party B has all requisite power and authority to enter into each of the Documents and to perform its obligations thereunder.

3. The execution, delivery and performance of the Documents by Party B do not violate or conflict with any law, rule or regulation applicable to it, any order or judgment of any court or other agency of government (which had subject matter and *in personam* jurisdiction) which is applicable to it or any of its assets, or any contractual restriction binding on or affecting the Party B or any of its assets.

4. All authorizations of and exemptions, actions or approvals by, and all notices to or filings with, any federal or State governmental authority that are required to have been obtained or made by Party B with respect to entry into, or performance of, the Documents have been obtained or made and are in full force and effect; and all conditions of any such authorizations, exemptions, actions or approvals have been satisfied.

5. The Documents constitute Party B's legal, valid and binding special obligations, enforceable against Party B in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)). However, the enforcement remedies of a judgment creditor of a State municipal corporation are limited by Section 55.11, Florida Statutes. Northern Coats v. Metro. Dade County, 588 So.2d 1016 (Fla. 3d DCA 1991); Berek v. Metropolitan Dade Cty., 396 So.2d 756 (Fla. 3d DCA 1981); City of Ocoee v. State, 20 So.2d 674 (Fla. 1945).

6. There is not pending or, to our knowledge without independent investigation, threatened against Party B, any action, suit or proceeding at law or in equity or before any court, tribunal, government body, agency or official or any arbitrator that if adversely decided, would affect the legality, validity or enforceability against Party B of the Documents or its ability to perform its obligations thereunder.

Yours faithfully,