

## **REMARKETING AGREEMENT**

This **REMARKETING AGREEMENT** (this "Agreement"), dated February 28, 2008, by and between **PASCO COUNTY, FLORIDA** (the "County") and **UBS SECURITIES LLC**, as remarketing agent (together with its successors and assigns hereinafter referred to as the "Remarketing Agent"), with respect to \$\_\_\_\_\_ principal amount of Solid Waste Disposal and Resource Recovery System Refunding Revenue Bonds, Series 2008A (Taxable) (the "Bonds") issued pursuant to the Master Trust Indenture, dated as of February 1, 2008 (the "Master Indenture"), as supplemented by the First Supplemental Indenture, dated as of February 1, 2008 (the "First Supplemental Indenture" and collectively with the Master Indenture, the "Trust Indenture"), by and between the County and U.S. Bank National Association, a national banking association (together with its successors and assigns, the "Bond Trustee"). Capitalized terms used herein but not otherwise defined herein have the respective meanings set forth in Appendix A hereto.

**WHEREAS**, the County, pursuant to the provisions of the laws of the State of Florida (the "State"), is issuing the Bonds in order to provide funds to (i) legally defease all of the County's outstanding Solid Waste Disposal and Resource Recovery System Revenue Bonds, Series 1998, (ii) fund the debt service reserve account for the Bonds, and (iii) to pay the costs of issuance of the Bonds including a premium for an insurance policy; and

**WHEREAS**, pursuant to the Trust Indenture the Bonds shall bear interest determined by reference to a particular interest period in effect from time to time; and

**WHEREAS**, while the Bonds are in a Daily Interest Rate Period or a Weekly Interest Rate Period (together with Bonds in a Short-Term Interest Rate Period and Long-Term Interest Rate Period, a "Tender Rate Period"), the Bonds are subject to optional tender for purchase upon proper demand by the holders thereof; and

**WHEREAS**, while the Bonds are in a Tender Rate Period, the Bonds are subject to mandatory tender for purchase under certain circumstances pursuant to the terms of the Trust Indenture; and

**WHEREAS**, the Bonds initially will be issued in the Weekly Interest Rate Period; and

**WHEREAS**, the County desires to appoint the Remarketing Agent to (i) remarket the Bonds upon any optional or mandatory tender for purchase according to the terms and subject to the conditions described herein and (ii) determine the interest rate on the Bonds subject to the conditions of and as provided herein; and

**WHEREAS**, the County, the Bond Trustee and Dexia Crédit Local, acting through its New York branch, have executed the Standby Bond Purchase Agreement, dated the date hereof, pursuant to the terms of which the Liquidity Provider agrees, at the request of the Bond Trustee on behalf of the County, to purchase any Bonds tendered for purchase pursuant to the Trust Indenture for which the Bond Trustee does not have sufficient funds to make such purchase;

**NOW, THEREFORE**, for and in consideration of the covenants herein made, the parties hereto agree as follows:

**Section 1. Representations and Warranties of the County.** The County hereby represents and warrants that:

- (a) The County is a political subdivision of the State of Florida.
- (b) The County has the power and authority to execute, deliver and perform this Agreement.
- (c) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by the County, and this Agreement constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- (d) No approval, authorization or other action by, or filing with, any governmental authority that has not been obtained is required in connection with the execution, delivery and performance by the County of this Agreement.
- (e) The County has prepared the Official Statement, dated February \_\_\_, 2008 (as such Official Statement may be amended or supplemented from time to time, the "Official Statement"), relating to the Bonds, and the information in the Official Statement as of the date of execution and delivery of this Agreement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading.

**Section 2. Representations and Warranties of Remarketing Agent.** The Remarketing Agent hereby represents and warrants that:

- (a) The Remarketing Agent is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Delaware, is a member in good standing of the National Association of Securities Dealers, Inc., has a capitalization of at least \$50,000,000, and is authorized by law to perform all the duties imposed upon the Remarketing Agent by this Agreement.
- (b) The Remarketing Agent has the power and authority to execute, deliver, and perform this Agreement.
- (c) The execution, delivery, and performance of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by the Remarketing Agent, and this Agreement constitutes the legal, valid, and binding obligation of the Remarketing Agent, enforceable against the Remarketing Agent in accordance with its terms.
- (d) No approval, authorization, or other action by, or filing with, any governmental authority, other than any which have been obtained or made, is required in connection with the execution, delivery, and performance by the Remarketing Agent of this Agreement.

**Section 3. Required Notification by the County.** The County shall promptly notify the Remarketing Agent by Electronic Means of:

(a) any fact or occurrence, the result of which the information in the Official Statement would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(b) if the Bonds bear interest at a tax-exempt rate, any proposed adverse determination letter from the Internal Revenue Service with respect to the federal income tax treatment of the Bonds, of which the Borrower shall have knowledge;

(c) any replacement of the Bond Trustee under the Trust Indenture;

(d) any "Event of Default" under the Trust Indenture, or any other default which, with notice or lapse of time or both, would constitute such an Event of Default;

(e) any change in the dates for the redemption or purchase of the Bonds; and

(f) the occurrence of any of the following events with respect to the Bonds: (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves; (iv) unscheduled draws on credit enhancements; (v) substitution of credit provider or Liquidity Provider, or their failure to perform; (vi) if the Bonds bear interest at a tax-exempt rate, adverse tax opinions or events affecting the tax-exempt status of the Bonds; (vii) modifications to rights of security holders; (viii) bond calls; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the securities; (xi) rating changes; and (xii) failure of the County to provide "annual financial information" in accordance with Rule 15c2-12(b)(5)(i)(D) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The County also agrees to furnish the Remarketing Agent with such additional information concerning the operations and financial condition of the County as the Remarketing Agent may from time to time reasonably request.

**Section 4. Furnishing of Offering Materials.**

(a) During the term of this Agreement, the County shall furnish, or cause to be furnished, to the Remarketing Agent, at the County's sole cost and expense, such number of additional copies of the Official Statement and such other information with respect to the County, the Trust Indenture, and the Bonds as the Remarketing Agent may reasonably request from time to time.

(b) The County and the Remarketing Agent each agree (but only as to itself and not as to the other) to comply with all applicable laws, including state and federal securities laws, including, without limitation, Rules 15c2-12 and 10b-5 under the Exchange Act and the Rules of the Municipal Securities Rulemaking Board (such state and federal securities laws, the "Securities Laws"), in connection with each remarketing of Bonds tendered under the First Supplemental Indenture.

(c) If any event occurs as a result of which any portion of the Official Statement would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly furnish the Remarketing Agent with such documents, materials, or information necessary to enable the County to amend or supplement the Official Statement to correct such statement or supply such omitted fact; provided, however, that no such amendment or supplement may be made prior to allowing the Remarketing Agent a reasonable opportunity to review and comment upon such amendment or supplement.

(d) The County shall cooperate with the Remarketing Agent in the preparation of, and shall furnish to the Remarketing Agent at the County's expense, any additional Official Statements or other disclosure materials that the Remarketing Agent determines are required by any Securities Laws or by subsequent changes of law or rules pertaining to registration of the Bonds, disclosure with respect to the Bonds, or delivery of disclosure materials to purchasers of the Bonds or which the Remarketing Agent determines should be provided to the holders of the Bonds. To this end:

(i) if any Securities Laws are amended or new Securities Laws are promulgated in a manner such that compliance with the provisions of this Agreement will not be sufficient to enable the Remarketing Agent or the County to comply with the Securities Laws, the County and the Remarketing Agent each agree (but each only as to itself and not as to the other) to take such further actions as are reasonably within their individual control to enable the Remarketing Agent and the County to comply with the Securities Laws; and

(ii) the County hereby represents and warrants to the Remarketing Agent that the information describing the business, operations and financial condition of the County, in each Official Statement or remarketing circular relating to the Bonds prepared during the term of this Agreement, including any amendments or supplements thereto, will be, as of its date, true and correct in all material respects, and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

(e) The County consents to the use and distribution of the Official Statement and remarketing circulars described in this Section 4, the Trust Indenture, and any amendments or supplements to any of the foregoing in connection with the remarketing of the Bonds.

**Section 5. Remarketing and Suspension of Remarketing.**

(a) Subject to the terms and conditions hereof, the County appoints the Remarketing Agent as the exclusive agent for remarketing of the Bonds and, in reliance on the representations contained herein and subject to the terms hereof, the Remarketing Agent agrees to use its best efforts to remarket, pursuant to this Section 5, Bonds in a Tender Rate Period that have been tendered for purchase pursuant to Sections 405(a) and (b) of the First Supplemental Indenture and (ii) Bonds in a Tender Rate Period that are subject to mandatory tender for purchase pursuant to Sections 405(c), (d), (e) and (f) of the First Supplemental Indenture.

(b) On any Purchase Date, the Remarketing Agent shall offer for sale and use its best efforts to sell all such Bonds tendered or deemed tendered at a price equal to the principal amount thereof, plus accrued interest. The Bonds so sold shall bear interest from the date of sale at the Effective Rate. If less than all tendered Bonds have been remarketed, the Remarketing Agent shall, by not later than 12:00 noon, New York City time, provide notice by Electronic Means to the Tender Agent of the aggregate principal amount of tendered Bonds that have not been sold and that the Remarketing Agent is notifying the Tender Agent that such amount of non-remarketed Bonds must be purchased by the Liquidity Provider.

(c) Unless the Liquidity Provider has notified the Remarketing Agent and the County that it has elected to hold Liquidity Provider Bonds at the Effective Rate, the Remarketing Agent shall offer for sale and use its best efforts to sell all such Liquidity Provider Bonds at a price equal to the principal amount thereof. The Bonds so sold shall bear interest from the date of sale at the Effective Rate. The Remarketing Agent shall notify the Liquidity Provider by Electronic Means when it has located a purchaser for some or all of the Liquidity Provider Bonds then held by the Liquidity Provider and the proposed Purchase Date for such Liquidity Provider Bonds.

(d) Notwithstanding anything herein to the contrary, the Remarketing Agent shall not remarket Bonds that are (i) subject to mandatory tender upon the expiration of the Liquidity Facility until the Remarketing Agent has been notified by the Bond Trustee that: (A) the conditions for delivery of an Substitute Liquidity Facility set forth in Section 407 of the First Supplemental Indenture have been satisfied, (B) the Substitute Liquidity Facility has been provided to the Tender Agent, and (C) the Substitute Liquidity Facility is in effect with respect to the Bonds; or (ii) (during any period when there is no Liquidity Facility in effect) Liquidity Provider Bonds, until the Remarketing Agent has been notified by the Bond Trustee that: (A) the conditions for delivery of an Substitute Liquidity Facility set forth in Section 407 of the First Supplemental Indenture have been satisfied, (B) the Substitute Liquidity Facility has been provided to the Tender Agent, and (C) the Substitute Liquidity Facility is in effect with respect to the Bonds.

(e) [Reserved.]

(f) The Remarketing Agent shall suspend its remarketing efforts with respect to the Bonds upon the occurrence and continuation of (i) any Event of Default as provided herein, (ii) any "Termination Event" under the Liquidity Facility and the Liquidity Provider's termination of its commitment to purchase Bonds tendered hereunder, or (iii) if the Liquidity Provider breaches its obligation to purchase Bonds tendered but not remarketed.

(g) The Remarketing Agent shall have the right to suspend its efforts to remarket the Bonds in the event:

(i) legislation shall have been enacted or introduced by the Congress of the United States or the legislature of the State or legislation shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the

Treasury Department of the United States or the Internal Revenue Service, or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character of that to be derived by the County from its operations, or, in the event the Bonds bear interest at a tax-exempt rate, upon interest received on obligations of the general character of the Bonds that, in the Remarketing Agent's reasonable judgment, materially adversely affects the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; or

(ii) there shall exist any event or circumstance that in the Remarketing Agent's reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(iii) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs; or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Remarketing Agent, makes it impracticable or inadvisable to proceed with the remarketing of the Bonds; or

(iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the Securities and Exchange Commission (the "SEC") or any other governmental authority having jurisdiction that, in the Remarketing Agent's reasonable judgment, makes it impracticable to proceed with the remarketing of the Bonds; or

(v) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Remarketing Agent's reasonable judgment, makes it impracticable for the Remarketing Agent to proceed with the remarketing of the Bonds; or

(vi) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Bonds or any comparable securities of the County, or any obligations of the general character of the Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or otherwise, or would be in violation of any provision of the Securities Laws; or

(vii) there shall have been any material adverse change in the affairs of the County that in the Remarketing Agent's reasonable judgment will materially adversely affect the market for the Bonds; or

(viii) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Remarketing Agent established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(ix) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the remarketing of the Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Laws; or

(x) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the County or the State or any political subdivision thereof or proceedings under the bankruptcy laws of the United States or of the State shall have been instituted by the County or any agency or political subdivision of the State, in either case the effect of which, in the reasonable judgment of the Remarketing Agent, is such as to materially and adversely affect the market price or the marketability of the Bonds; or

(xi) any downgrading or withdrawal of a rating of the Bonds by a nationally recognized rating service, which downgrading or withdrawal, in the reasonable judgment of the Remarketing Agent, materially adversely affects the marketability of the Bonds.

**Section 6. Interest Rate Determination.** During each Tender Rate Period, the Effective Rate with respect to any of the Bonds shall be that rate which (A) in the determination of the Remarketing Agent, would result as nearly as practicable in the market value of such Bonds on the Effective Rate Date being 100% of the principal amount thereof and (B) is less than or equal to the Maximum Rate.

The Remarketing Agent shall make the interest rate determinations required by this Agreement and shall give prompt notice thereof by Electronic Means to the County, the Tender Agent, the Bond Trustee, and the Liquidity Provider.

**Section 7. Remarketing Agent's Compensation.** As compensation for the Remarketing Agent's services hereunder, the County shall pay the Remarketing Agent a fee equal to \_\_\_% per annum in respect of the aggregate principal amount of the Bonds outstanding while the Bonds are in a Tender Rate Period. Such fee shall be payable quarterly in arrears on each April 1, July 1, October 1, and January 1 during the term, commencing April 1, 2008, for the pro rata period which commences on February 28, 2008, and at the final maturity of the Bonds or earlier termination of this Agreement. (The initial fee shall be prorated and attributable to the period commencing with February 28, 2008 until April 1, 2008.) The County also agrees

to pay the reasonable out-of-pocket expenses of the Remarketing Agent (including, without limitation, the reasonable fees and disbursements of their counsel and any reasonable costs incurred in connection with the preparation, reproduction, and delivery of documents) incurred in connection with the performance of its obligations hereunder and under the Trust Indenture.

**Section 8. Other Duties of the Remarketing Agent.**

(a) By entering into this Agreement, the Remarketing Agent agrees to serve as the remarketing agent for the Bonds, on the terms and conditions set forth herein. The Remarketing Agent hereby designates as its principal office the address specified in Section 15 hereof. The Remarketing Agent hereby agrees to:

(i) solicit purchases of Bonds from investors able to purchase municipal bonds, effectuate and process such purchases, bill and receive payment for Bonds purchased, and perform related functions in connection with the remarketing of Bonds hereunder;

(ii) provide notice by Electronic Means to the Tender Agent that the Remarketing Agent has received notices of tender pursuant to Sections 405(a) and (b) of the First Supplemental Indenture, the date of such tenders and the principal amount of Bonds to be tendered;

(iii) keep such books and records as shall be consistent with prudent industry practice, and which will document its action taken hereunder; and

(iv) comply at all times with all applicable Securities Laws and other statutes, rules and regulations applicable to the offering and sale of the Bonds.

(b) In performing its duties and obligations hereunder, the Remarketing Agent shall use the same degree of care and skill as a prudent person would exercise under the same circumstances in the conduct of his own affairs. The Remarketing Agent shall not be liable in connection with the performance of its duties hereunder except for its own willful misconduct or negligence.

(c) The Remarketing Agent hereby waives any right to, or lien on, any remarketing proceeds held by it and any funds held under the Trust Indenture with respect to any amounts owing to it.

(d) The Remarketing Agent, in its individual capacity, either as principal or agent, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action that any holder of Bonds may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for any committee or body of holders of Bonds as freely as if it did not act in any capacity hereunder.

(e) The Remarketing Agent shall not incur any liability to the County or any other person for its actions as the Remarketing Agent pursuant to the terms of this Agreement and the



Trust Indenture except for its willful misconduct or negligence. The Remarketing Agent shall not be liable for any error made in good faith.

(f) It is understood and agreed that the Remarketing Agent, in its capacity as such, is only obligated hereunder to act as agent for the County and is undertaking such obligations on a best efforts basis. The Remarketing Agent shall not act, nor shall be deemed to be acting, as an underwriter of the Bonds in connection with any remarketing of such Bonds and shall be in no way obligated to advance its own funds to purchase any Bonds.

(g) The duties of the Remarketing Agent shall be solely as provided herein, and no implied covenants or obligations shall be read into this Agreement. The Remarketing Agent may consult with counsel of its choice, including in-house counsel, and shall not be liable for any action taken in good faith in reliance upon advice of such counsel. Except as otherwise provided herein, the Remarketing Agent may act or refrain from acting in reliance upon any resolution or other document transmitted to it on behalf of the Bond Trustee, the County, the Liquidity Provider or the Tender Agent, if executed on behalf of the Bond Trustee, the County, the Liquidity Provider or the Tender Agent, by any duly authorized representative thereof.

**Section 9. Indemnity and Contribution.** The County agrees, to the extent permitted by law, to indemnify and hold harmless the Remarketing Agent and its employees and agents against any and all liabilities, losses, damages, costs, expenses and fees (including interest and reasonable counsel fees) arising out of or in connection with the County's violation of the terms of this Agreement, including any untrue statement or alleged untrue statement in the Official Statement of a material fact or any omission or alleged omission of any material fact necessary to make the statements therein, at the time and in light of the circumstances under which they were made, not misleading. This indemnity shall not apply to liabilities, losses, damages, costs, expenses and fees arising out of the negligence or willful misconduct of the Remarketing Agent or its employees or agents. The County further agrees that neither the Remarketing Agent nor any of its respective employees or agents shall be liable to the County for any action or omission to act, taken or made pursuant to this Agreement, except for any such action or omission to act that constitutes willful misconduct or negligence. This indemnity includes any action taken or omitted within the scope of this Agreement or any such action taken or omitted upon telephonic, telegraphic or written instructions received or reasonably believed to have been received from the Liquidity Provider, the County, the Bond Trustee or the Tender Agent.

Promptly after receipt by the Remarketing Agent of notice of the commencement of any action relating solely to matters referred to in this Agreement, the Remarketing Agent shall, if a claim in respect thereof under paragraph (a) above is to be made, notify the County of such action; but the omission so to notify the County shall not relieve the County of any liability that the County may have to the Remarketing Agent otherwise than under such subsection. In the event of such notification, the County shall be entitled to assume the defense of such action with counsel reasonably satisfactory to the Remarketing Agent and, if counsel is so engaged and its fees and expenses are paid by the County, the County shall not be liable to the Remarketing Agent for any legal expenses subsequently incurred by the Remarketing Agent in connection with the defense of such action, other than the reasonable costs of investigation.

If for any reason indemnification is unavailable to the Remarketing Agent or is insufficient to hold the Remarketing Agent harmless, then the County shall contribute to the amount paid or payable by the Remarketing Agent as a result of any loss, claim, damage or liability or action in respect thereof (including such legal or other expenses) in such proportion as is appropriate to reflect the relative benefits received by the County on the one hand and the Remarketing Agent on the other hand from the sale of the Bonds or, if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the County on the one hand and the Remarketing Agent on the other as well as any other relevant equitable considerations. For this purpose, the relative benefits received by the County on the one hand and the Remarketing Agent on the other shall be deemed to be in the same proportion as the principal amount of the Bonds sold bears to one year's compensation, at the rate applicable at the time of such loss, claim, damage or liability or action, received by the Remarketing Agent pursuant to Section 7 above. The County agrees with the Remarketing Agent that it would not be just and equitable if contribution pursuant to this provision were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. The reimbursement, indemnity and contribution obligations of the County under this subsection shall be in addition to any liability that the County may otherwise have, shall extend upon the same terms and conditions to the officers, members, partners, employees and controlling persons (if any) of the Remarketing Agent and shall be binding upon and inure to the benefit of any successors and assigns of the County and the Remarketing Agent.

**Section 10. Intention of Parties.** It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, or the setting of interest rates in respect thereof, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness represented thereby or the reissuance of any Bond or the refunding of any indebtedness represented thereby.

**Section 11. Amendments.** The County agrees not to consent to any amendment of the Trust Indenture or the Liquidity Facility, insofar as any such amendment relates to this Agreement or the rights and duties of the Remarketing Agent, without the prior written consent of the Remarketing Agent. As a condition to such consent, the Remarketing Agent may require that the County consent to a conforming amendment to this Agreement, so that this Agreement shall represent a comprehensive statement of all of the Remarketing Agent's rights, duties, and obligations with respect to the Bonds.

This Agreement may not be amended except by a writing signed by each of the parties hereto. So long as the Liquidity Facility shall remain in effect, this Agreement may not be amended except with the prior written consent of the Liquidity Provider, which consent shall not be unreasonably withheld or delayed.

**Section 12. Assignment.** The obligations of the respective parties may not be assigned or delegated to any other person without the consent of the other parties hereto, except that the Remarketing Agent may assign its rights and obligations hereunder to an affiliate of the Remarketing Agent or to an entity succeeding to the business of the Remarketing Agent. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and will not confer any rights upon any other person, other than persons,

if any, controlling the Remarketing Agent within the meaning of the Exchange Act. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds merely because of such purchase.

**Section 13. Resignation and Removal of Remarketing Agent.** Unless this Agreement has been previously terminated pursuant to the terms hereof, the Remarketing Agent shall act as exclusive Remarketing Agent with respect to the Bonds on the terms and conditions herein contained at all times. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Agreement by giving at least 30 days' written notice to the Notice Parties. The Remarketing Agent may be removed at any time by the County by at least 30 days' written notice filed with such parties.

In the event of the resignation or removal of the Remarketing Agent, the Remarketing Agent shall promptly pay over, assign and deliver to the successor Remarketing Agent, any moneys, Bonds, books and records then held by it in its capacity as the Remarketing Agent; provided, however, that the Remarketing Agent shall not be obligated to deliver any Bonds which the Remarketing Agent shall have purchased using its own funds unless and until it shall have been reimbursed for the cost of such Bonds.

**Section 14. Term.** Unless previously terminated, this Agreement shall remain in full force and effect until payment in full of the Bonds or until the interest rate on the Bonds has been fixed to maturity. Unless replaced by a remarketing agreement upon redemption, reissuance or conversion of the interest rate on the Bonds to a tax-exempt rate, this Agreement shall remain in full force and effect after such redemption, reissuance or conversion. The representations, warranties and agreements of the County set forth herein and the obligations of the County to reimburse, indemnify and contribute as provided in Section 9 hereof in respect of the Remarketing Agent's activities hereunder prior to the termination or expiration of this Agreement shall remain in full force and effect regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Remarketing Agent and shall survive the termination or expiration of this Agreement. The County shall promptly pay to the Remarketing Agent the compensation, in accordance with Section 7, accrued through the effective date of such termination.

**Section 15. Notices.** Unless otherwise provided herein, all notices, certificates, requests or other communications hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission or other accepted means of electronic transmission, or registered mail, postage prepaid, addressed as follows:

If to the County:	Pasco County, Florida West Pasco Government Center 7530 Little Road New Port Richey, Florida 34654 Attention: County Administrator Telephone: (727) 847-8129 Facsimile: (727) 815-7010
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If to the Remarketing Agent: UBS Securities LLC  
1285 Avenue of the Americas, 15<sup>th</sup> Floor  
New York, New York 10019  
Attention: Manager, Municipal Short-Term  
Trading Desk  
Telephone: (212) 713-4692  
Facsimile: (212) 713-3797

If to the Bond Trustee: U.S. Bank National Association  
225 Water Street, 7<sup>th</sup> Floor  
Jacksonville, Florida 32202  
Attention: Corporate Trust Services  
Telephone: (904) 358-5355  
Facsimile: (904) 358-5374

If to the Tender Agent: U.S. Bank National Association  
225 Water Street, 7<sup>th</sup> Floor  
Jacksonville, Florida 32202  
Attention: Corporate Trust Services  
Telephone: (904) 358-5355  
Facsimile: (904) 358-5374

If to the Liquidity Provider: Dexia Crédit Local  
New York Branch  
445 Park Avenue  
New York, New York 10022  
Attention: Senior Vice President and  
Manager, Public Finance  
Telephone: (212) 515-7003  
Facsimile: (212) 753-5516

Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, certificates, requests or other communications shall be sent.

**Section 16. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**Section 17. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**PASCO COUNTY, FLORIDA**

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

Attest: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

**UBS SECURITIES LLC**

By \_\_\_\_\_  
Managing Director

By \_\_\_\_\_  
Authorized Officer

Acknowledged as of the day  
and year first above written:

**U.S. BANK NATIONAL  
ASSOCIATION**, as Trustee

By: \_\_\_\_\_  
Authorized Officer

## Appendix A

**"Agreement"** has the meaning set forth in the first paragraph of the Remarketing Agreement to which this Appendix is attached.

**"Auction Period Rate"** means the rate of interest per annum on any Auction Date that results from the implementation of the Auction Procedures, and determined as described in Article III of the First Supplemental Indenture.

**"Bonds"** has the meaning set forth in the first paragraph of the Agreement.

**"Bond Interest Term"** means each period established in accordance with Section 204(g) of the First Supplemental Indenture during which the Bonds bear interest at a Bond Interest Term Rate.

**"Bond Interest Term Rate"** means the non-variable interest rate on the Bonds during a Bond Interest Term as provided in Section 204(g) of the First Supplemental Indenture.

**"Conversion," "Convert," or "Converted,"** as appropriate, means the conversion of the interest rate on any of the Bonds from one Interest Rate Period to another Interest Rate Period as provided in Sections 204(d)(ii), 204(e)(ii), 204(f)(ii), 204(g)(ii) or 306 of the First Supplemental Indenture.

**"County"** has the meaning set forth in the first paragraph of the Agreement.

**"Daily Interest Rate"** means the per annum interest rate for the Bonds during a Daily Interest Rate Period determined on a daily basis as provided in Section 204(e) of the First Supplemental Indenture.

**"Daily Interest Rate Period"** means the period during which Daily Interest Rates are in effect for the Bonds.

**"Effective Rate"** means the rate of interest per annum determined by the Remarketing Agent pursuant to Section 5(b) of the Agreement.

**"Effective Rate Date"** means the first day of a Tender Rate Period.

**"Electronic Means"** means telegram, facsimile transmission, e-mail transmission, other similar means of electronic transmission, including a telephonic transmission confirmed by any other method set forth in this definition, or other method of electronic communication mutually agreed to by the parties to the Agreement.

**"Exchange Act"** has the meaning set forth in Section 3(f) of the Agreement.

**"General Resolution"** has the meaning set forth in the first paragraph of the Agreement.

**"Interest Payment Date"** has the meaning set forth in the Trust Indenture.

**"Liquidity Facility"** means an agreement or obligation on the part of a Liquidity Provider to pay the Purchase Price of Bonds in a Daily Interest Rate Period, Weekly Interest Rate Period, Short-Term Interest Rate Period or Long-Term Interest Rate Period on the Purchase Dates applicable thereto, which Liquidity Facility may take the form of a standby bond purchase agreement, letter of credit, line of credit, insurance policy or other similar agreement and any related reimbursement agreement among the Liquidity Provider, the County, and the Tender Agent, as the same may from time to time be amended or supplemented in accordance with its terms and the terms of the Trust Indenture. The term Liquidity Facility shall include any Substitute Liquidity Facility then in effect.

**"Liquidity Provider"** means any commercial bank, trust company, insurance company or other financial institution that provides a Liquidity Facility then in effect, in its capacity as issuer of that Liquidity Facility.

**"Liquidity Provider Bonds"** means Bonds purchased by the Liquidity Provider pursuant to a Liquidity Facility and the terms of the Agreement, but excluding Bonds no longer considered Purchased Bonds pursuant to the terms of the Liquidity Facility. Liquidity Provider Bonds are defined as Bank Bonds in the First Supplemental Indenture.

**"Maximum Bond Interest Rate"** means for Bonds other than Bonds at the Auction Period Rate, the lesser of (i) with respect to Weekly Rate Bonds, in the event any Liquidity Facility is then in effect, the rate supportable by the interest component of that Liquidity Facility (initially \_\_\_\_% per annum) for the period required by the Rating Agency (initially \_\_\_\_ days) to obtain a rating on the Weekly Rate Bonds equal to the applicable rating of the Liquidity Facility Provider; and (ii) 15% per annum; and (iii) the maximum rate of interest on the relevant obligation permitted by applicable law, calculated in the same manner as interest is calculated for the particular interest rate on the Bonds.

**"Notice Parties"** means the County, the Trustee, the Liquidity Provider, the Remarketing Agent, and the Tender Agent.

**"Official Statement"** has the meaning set forth in Section 1(e) of the Agreement.

**"Purchase Date"** means each date on which Bonds are subject to optional or mandatory tender for purchase pursuant to Section 405 of the First Supplemental Indenture.

**"Purchase Price"** means, with respect to a Bond subject to purchase on a Purchase Date, an amount equal to the principal amount thereof, plus accrued and unpaid interest thereon to such Purchase Date.

**"Remarketing Agent"** has the meaning set forth in the first paragraph of the Agreement.

**"Resolution"** has the meaning set forth in the first paragraph of the Agreement.

**"SEC"** has the meaning set forth in Section 5(g)(iv) of the Agreement.

**"Securities Act"** has the meaning set forth in Section 5(g)(vi) of the Agreement.

**"Securities Laws"** has the meaning set forth in Section 4(b) of the Agreement.

**"Short-Term Interest Rate Period"** means each period, consisting of Bond Interest Terms, during which the Bonds bear interest at one or more Bond Interest Term Rates.

**"Trust Indenture"** has the meaning set forth in the first paragraph of the Agreement.

**"State"** has the meaning set forth in the first Whereas clause of the Agreement.

**"Substitute Liquidity Facility"** means a substitute Liquidity Facility replacing a Liquidity Facility in accordance with Section 407 of the First Supplemental Indenture. A Substitute Liquidity Facility is defined as an Alternate Liquidity Facility in the First Supplemental Indenture.

**"Tender Agent"** means any Tender Agent as determined or designated under or pursuant to Section 411 of the First Supplemental Indenture.

**"Tender Rate Period"** has the meaning set forth in the third Whereas clause of the Agreement.

**"Long-Term Interest Rate"** means the per annum interest rate for the Bonds during a Long-Term Interest Rate Period determined as provided in Section 204(f) of the First Supplemental Indenture.

**"Long-Term Rate Period"** means the period during which Long-Term Interest Rates are in effect for the Bonds.

**"Trustee"** has the meaning set forth in the seventh Whereas clause of the Agreement.

**"Weekly Interest Rate"** means the per annum interest rate for the Bonds during a Weekly Interest Rate Period determined on a weekly basis as provided in Section 204(d) of the First Supplemental Indenture.

**"Weekly Interest Rate Period"** means the period during which Weekly Interest Rates are in effect for the Bonds.

**"Weekly Rate Bonds"** means Bonds bearing interest at the Weekly Interest Rate.